



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

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| Case Reference | : | CAM/00KB/LDC/2025/0628 |
| Property | : | Flats 1-6 Saxon Court, Terrington Place, Great Denham, Bedord MK40 4WR |
| Applicant | : | Great Denham Park Phase 11 Management Company Ltd. |
| Representative | : | Hegarty Property Management Ltd. (Agent) |
| Respondents | : | Leaseholders 6No. who may be liable to contribute at the Property noted in the application. |
| Representative | : | None |
| Landlord | : | Great Denham Park Phase 11 Management Company Ltd. |
| Type of Application | : | S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements |
| Tribunal | : | N. Martindale FRICS |
| Hearing Centre | : | First tier Tribunal (Property Chamber) Cambridge County Court, 197 East Road, Cambridge CB1 1BA |
| Date of Decision | : | 2 June 2025 |

DECISION

Decision

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works referred to, only.
2. At the date of application it was stated that construction work had started. It was understood that the landlord's agent was able to recharge costs under the service charge provisions to all leaseholders in the Property.

Background

3. The landlord, through its agent, applied to the Tribunal under S20ZA of the Landlord and Tenant Act 1985 ("the Act") for the dispensation from all or any of the consultation requirements contained in S20 of the Act.
4. The application related to the commissioning of works at the Property which appeared to concern works involving the repair and/or replacement of a communal roof vent as part of fire precautions at the Property.

Directions

5. Directions dated 25 April 2025 were issued by Laura Lawless, without an oral hearing. They identified that the respondents were the leaseholders of the 6No. flats at the Property. The Directions provided for the Tribunal to determine the application on or after 6 June 2025, unless a party applied before 16 May 2025 for a hearing.
6. The applicant was to send to each of the leaseholders of the dwellings at the Property; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.
7. The applicant was to file with the Tribunal a letter by 1 May 2025, confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 16 May 2025. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; all responses from leaseholders, a certificate of compliance referred to above; with two copies to the Tribunal and one to each respondent leaseholder and do so by 23 May 2025.
9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.

10. The Tribunal determined the case on the application form and of a sample lease of a flat at the Property, received from the applicant only, with copy documents sent to leaseholders.

Applicant's Case

11. The application, at box 4 confirms that the Building was a: *"... low rise purpose built property housing six residential flats on ground to second floors built circa 2018..."* They also confirmed that: *"The height of the building is approximately 6m."*
12. The application at box 7 confirms that these are to be qualifying works and had been carried out. They are not part of a long term contract.
13. At box 9 the applicant was content for paper determination and at box 10, indicated the 'Standard Track' preference: It was not considered urgent.
14. The application at 'Grounds for seeking dispensation', box 1. stated in addition: *"...qualifying works carried out in response to a non functioning Automatic Opening Vent."* The only way to close the vent was manually rather than via the automatic system design. *"This presented the urgency for an immediate replacement due to the fire safety risks..."* Then: *"The work was quoted at £2055.60 (inclusive of VAT)"*.
15. The application at box 2. below this, described the consultation that had been carried out or is proposed to be carried out. *"The stage one section 20 process has been served by 1st class post to all 6 lease at Great Denham Park (Phase 11)"* and *"...the expiry date for initial observation is 10th May 2025. At the time of completing this application Stage two has not been prepared."*
16. The application at box 3. below this stated: Determination was requested to *"All contracted works are completed to a satisfactory standard and inspected by the HPM Property Manager..."*
17. The applicant did not include a list of the names and addresses for service of all leaseholders of the 6No. flats at the Property to this Tribunal.
18. The applicant provided one *"General Report"* from AK Fire Safety Ltd. It reported that all work commissioned had been completed. The work it referred to the Property and that they had: *"Carried out replacement of AoV panel tested and in good working order."* The applicant also provided a copy of a final invoice No. INV-1790 dated 18 March 2025 for £1713 plus VAT.

19. The landlord's agent stated that they had notified leaseholders of the application and sent copies of the documents per the Directions, on 28 April 2025.

Respondent's Case

20. The applicant had identified 6No. residential leaseholders of the 6No. flats. However there is no evidence that they provided their identities or contact addresses, to the Tribunal from whom the service charge would eventually be recovered and had been identified as the potential respondents. The applicant did not confirm that there had been no objections from any leaseholder.
21. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

22. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant for such works unless consultation requirements have either been complied with or dispensed with.
23. Dispensation is dealt with by S.20 ZA of the Act which provides:-
"Where an application is made to a leasehold valuation tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements."
24. The consultation requirements for qualifying works under qualifying long term agreements are set out in Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003 as follows:-
- 1(1) The landlord shall give notice in writing of his intention to carry out qualifying works –**
- (a) to each tenant; and**
(b) where a recognised tenants' association represents some or all of the tenants, to the association.

(2) The notice shall –

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;**
- (b) state the landlord's reasons for considering it necessary to carry out the proposed works;**
- (c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;**
- (d) invite the making, in writing, of observations in relation to the proposed works or the landlord's estimated expenditure**
- (e) specify-**
 - (i) the address to which such observations may be sent;**
 - (ii) that they must be delivered within the relevant period; and**
 - (iii) the period on which the relevant period ends.**

2(1) where a notice under paragraph 1 specifies a place and hours for inspection-

- (a) the place and hours so specified must be reasonable; and**
- (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.**

(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.

3. Where, within the relevant period, observations are made in relation to the proposed works or the landlord's estimated expenditure by any tenant or the recognised tenants' association, the landlord shall have regard to those observations.

4. Where the landlord receives observations to which (in accordance with paragraph 3) he is required to have regard, he shall, within 21 days of their receipt, by notice in writing to the person by whom the observations were made state his response to the observations.

Tribunal's Decision

25. The scheme of the provisions is designed to protect the interests of leaseholders and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.

26. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors where there is no public procurement. The correspondence showed that the applicant complied generally with Directions.
- 27. The terms of this Dispensation from the requirements of Section 20, are:**
28. That this only covers the work set out in the application form. No other documents detailing the extent, quality, or price of the works being carried out and/or to be undertaken in respect of these works at the Property other than any quote and matching invoice from one and the same contractor, as provided to the Tribunal.
29. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate was accepted by the applicant, is included in this dispensation. In this case only one contractor was contacted by the applicant and provided the work specifications and the price. This cost still remains subject to potential subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.
30. The applicant will meet all of its costs arising from the making and determination of this application. However these costs may be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.
- 31. In making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act; in this case, on terms.**

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).