



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

**Case Reference** : **HAV/00ML/LDC/2025/0658**

**Property** : **Chartwell Court  
Russell Square  
Brighton  
BN1 2EW**

**Applicant** : **Chartwell Court Residents Limited**

**Representative** : **Austin Rees**

**Respondent** : **The Leaseholders**

**Representative** : **None**

**Type of Application** : **To dispense with the requirement to  
consult lessees about major works  
Section 20ZA Landlord and Tenant Act  
1985.**

**Tribunal Member** : **Mr I R Perry FRICS**

**Date of Decision** : **14<sup>th</sup> July 2025**

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**DECISION**

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## Summary of Decision

### Decision

The Tribunal determines that dispensation is granted under Section 20ZA of the Landlord and Tenant Act 1985 for the works completed at the property by J Fire on 17<sup>th</sup> April 2025 in the sum of £44,049.60.

### Background

1. The Applicant, Chartwell Court Residents Limited (“CCRL”) seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) from the consultation requirements imposed on the Landlord by Section 20 of the Act. The application was received on 23 May 2025.

2. The Property is described as a:

“Purpose built High Risk Building, in Scope of the BSA 2022. Brick, block and concrete construction. Concrete floors and stairs. Conjoined multi storey car park of concrete construction not within scope of this assessment. External facade is masonry with no combustible attachments. 70 Flats, ground floor to 20th floor plus roof level”.

3. The Applicant explains that:

“On the 6<sup>th</sup> March we had a site visit with East Sussex Fire and Rescue who issued the attached notice requiring a change of evacuation (sic) policy from Stay Put to Evac. This change in policy is due to the unknown status of the compartmentation and existing wall paper. The landlord, Chartwell Court Residents Limited (CCRL) are currently in the process of starting an internal redecoration project which is including fire preucation (sic) works.

As you can see from the attached notice, ESFR requiried (sic) waking watch to be implimented (sic) on the same day as the visit and stipulated that the waking watch service could not be removed from the premises until such a time as the alternative interim solution of an alarm system had been successfully installed. Austin Rees arranged the waking watch on behalf of CCRL with a company called O'Neill and Brennan. The cost for the waking watch was significant with 4 waking watch personel (sic) on site 24/7 until such time as a secondary fire alarm could be fitted or the existing fire alarm upgraded to encorporate (sic) the flats themselves. The waking watch was c£2000 per day.

Various fire alarm companies were apprached (sic) to provide a quote for the required upgrades (sic) to the fire alarm. Their responses are detailed below;

Pyrotec - This company maintain the existing fire alarm and were the intial (sic) preferred choice. Multiple discussions between Austin Rees and Pyrotec took place to stress the urgency of the works. Quote submitted 26<sup>th</sup> March. Whislt (sic) the cost did come in cheaper, their lead time and estimated completion time meant that overall the cost would have been higher than J fire when taking into account the Waking Watch costs.

Black Sheep Fire and Electrical - Were only able to attend to survey on the 2<sup>nd</sup> April.

Diamond Electrical - Advised they were able to assist but failed to provide a quote.

J Fire - Quote submitted 19<sup>th</sup> March with a start date of 24<sup>th</sup> March and estimated completion of Mid April.

IDM - Were not able to quote as they were fully booked for 6-7 weeks.

Dan Fire - Were unable to carry out the required works.”

Taking the above into consideration CCRL provided instruction to J Fire to proceed ASAP. The works were then completed on the 17<sup>th</sup> April, allowing the waking watch to cease.

The costs that dispensation is requested for are as follows;

J Fire - £44,049.60 “.

4. The ‘attached notice’ referred to in the application was not attached to the email with the Application.
5. The only issue for the Tribunal is whether or not it is reasonable to dispense with the statutory consultation requirements. This application is not about the proposed costs of the works, and whether they are recoverable from the leaseholders as service charges or the possible application or effect of the Building Safety Act 2022. The leaseholders have the right to make a separate application to the Tribunal under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the costs, and the contribution payable through the service charges.
6. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned, were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the case.

### **Submissions**

7. On 23<sup>rd</sup> May the Tribunal received the Application from Austin Rees.
8. On 3<sup>rd</sup> June 2025 the Tribunal issued Directions to the Applicant.
9. On 9<sup>th</sup> June 2025 the Applicant’s representative provided a signed authority from CCRL and documents from East Sussex Fire & Rescue (“ESFR”).
10. On 11<sup>th</sup> June 2025 the Applicant’s representative confirmed that a copy of the Tribunal Directions had been sent to all Respondents.
11. On 1<sup>st</sup> July 2025 the Applicant’s representative confirmed, as required within the Directions, that no objections had been received.
12. The Tribunal was provided with a copy of the ESFR record of inspection dated 6<sup>th</sup> March 2025 which required an immediate change of evacuation strategy from ‘Stay put’ to ‘Evacuation’ and an Enforcement Notice dated 19<sup>th</sup> March 2025 requiring appropriate compartmentation throughout the premises, which included works to internal doors and decorations in communal parts, and an extension of the fire detection and alarm system to the flats themselves rather than just the common parts as existing.
13. The Tribunal was provided with a copy of the Title for a flat within the building, flat 16, and a list of all leaseholders.

## **The Law**

### **Section 27A Liability to pay service charges: Jurisdiction**

14. (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to—
15. (a) the person by whom it is payable,
16. (b) the person to whom it is payable,
17. (c) the amount which is payable,
18. (d) the date at or by which it is payable, and
19. (e) the manner in which it is payable.
20. (2) Subsection (1) applies whether or not any payment has been made.
21. (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
22. (a) the person by whom it would be payable,
23. (b) the person to whom it would be payable,
24. (c) the amount which would be payable,
25. (d) the date at or by which it would be payable, and
26. (e) the manner in which it would be payable.

### **Section 20 Limitation of service charges: consultation requirements**

provides that where the lessor undertakes qualifying works with a cost of more than £250 per lease, the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement dispensed with by the Tribunal. An application may be made retrospectively.

**Section 20ZA** provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation “if satisfied that it is reasonable to dispense with the requirements”.

## **Determination**

The Tribunal is satisfied that following an inspection by ESFR that urgent works were required to improve the safety of all the occupants of the building. The Applicant obtained several quotes for the proposed works and, balanced against the costs of £2,000 per day for waking watch, instructed J Fire to carry out the works as required.

The Tribunal determines that dispensation from the consultation requirements in Section 20 of the Act is granted.

This decision is confined to determination of the issue of dispensation from the consultation requirements. The Tribunal has made no determination on whether the costs are payable or reasonable. If a lessee wishes to challenge the payability or reasonableness of those costs, then a separate application under section 27A of the Act would have to be made.

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.