



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

**Case Reference** : **MAN/00CX/LDC/2024/0626**

**Property** : **Appleton Point, Ham Strasse, Bradford BD1  
4NN**

**Applicant** : **RMB 102 Limited**

**Applicant's Representative** : **Chris Brocklehurst – Premier Estates  
Limited**

**Respondents** : **The Long Residential Leaseholders**

**Type of Application** : **Landlord & Tenant Act 1985 – Section 20ZA**

**Tribunal Members** : **Judge R Watkin  
Huw Thomas BSc FRICS FCABE MEWI**

**Date of Decision** : **27 June 2025**

**Date of Determination** : **29 July 2025**

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**DECISION**

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## **Decision**

The Application is granted.

The Applicant is permitted to dispense with the requirements of section 20 Landlord and Tenant Act 1985 in respect of the qualifying works proposed to the roof carried out to the roof of premises known as Appleton Point, Ham Strasse, Bradford, BD1 4NN (“the Property”) to include:

- The installation of a new single-ply membrane on the roof.
- The removal and replacement of the parapet cladding capping.

The dispensation is granted on condition that:

- a. Copies of the following documents are provided to the Respondents and the Tribunal by 4pm on 22 July 2025:
  - i. This decision.
  - ii. The report by Cookson’s Consultancy Limited as referenced at paragraph 8 of the Applicant’s statement of case and that the report supports the proposals set out in the Applicant’s statement of case.
  - iii. The proposal/quotation from Briggs Amasco referred to at paragraph 12 of the Applicant’s statement of case.
- b. All works are project managed and procured by negotiated tender.
- c. Copies of all quotations or estimates received as part of the procurement procedure are sent to each of the Respondents prior to the works commencing.
- d. Copies of all other documentation relating to the procurement procedure are made available to the Respondents within 7 days of any request for sight of the documents.
- e. Copies of warranties for all works carried out are made available to the Respondents within 7 days of any request for copies of the documents.
- f. The Works are commenced by 1 October 2025 at the latest.

## **Documents**

2. The Tribunal has not received a bundle of documents but has had the opportunity to consider the following documents:
  - a. An undated and unsigned Application (received with email dated 15 January 2025)
  - b. The Applicant's Statement of Case dated 20 December 2024
  - c. A copy of the lease relating to room 0.01 dated 2 October 2014
  - d. An undated form of authority to represent.
  - e. List of the Respondents
  - f. Various emails from the Applicant
3. The Applicant's Statement of Case refers to a report by Cookson's Consultancy Limited (paragraph 8) and a proposal by Briggs Amasco (paragraph 12). These key documents were not available to the Tribunal at the time of the hearing.

## **The Background**

4. The Application dated 19 December 2024 is made on behalf of RMB 102 Limited (the "Applicant"), in relation to Appleton Point, Ham Strasse, Bradford BD1 4NN (the "Property"). The Respondents are the leasehold owners of flats within the Property (the "Respondents").
5. By the Application, the Applicant seeks a determination from the Tribunal that it is reasonable for it to dispense with the section 20 requirement to consult leaseholders in respect of qualifying works to the Property (the "Works"). These include:
  - a. The installation of a new singly ply membrane to the roof; and
  - b. The removal and replacement of the parapet cladding capping.
6. The Property consists of 160 individual apartments located over three floors. All the apartments are subject to leases (the "Leases") which were granted on similar terms.
7. By the first paragraph of the third schedule to the Leases, the Applicant is entitled to demand service charges under the terms of the Leases.

8. The Applicant states that the roof on the Property is leaking extensively with water ingress occurring in multiple areas (paragraph 7) and that a new membrane is required to address the water ingress. This is difficult for the Tribunal to assess in the absence of photographic evidence or the report by the surveyors. However, as the claim is unopposed, the Tribunal finds, based on the evidence, that this is correct.
9. The Applicant also asserts that Briggs Amasco have provided a proposal to carry out the works for £50,000 plus VAT (paragraph 12). A copy of the proposal has not been provided. However, as the Application is unopposed the Tribunal accepts the position in this regard.
10. The Tribunal is concerned that the existing roof membrane was only fitted as recently as 2013 during construction of the building and that a warranty for the roof was provided by IKO Polymeric at the time. The Tribunal notes the indication that the terms of the warranty were not complied with by the previous freehold proprietor of the building and, therefore, that the warranty is void. The Applicant has not commented on the merits of any other potential claims that may exist against third parties in relation to the cost of the Works.
11. The Applicants also state that works will need to be done to ensure that the warranty provided for the cladding is not invalidated. Therefore, the Applicants suggest that the separate contractors who undertook a cladding remediation project in 2021, Clarke Facades, are engaged to remove and replace the parapet cladding capping.
12. The Applicant states that Clarke Facades would need to be appointed by a principal contractor and suggests Thomason Partnership Limited, a firm of building surveyors and property consultants who would project manage and procure the works via negotiated tender.
13. No response to the Application has been received from the Respondents.

## **The Law**

14. Section 20(1) Landlord and Tenant Act 1985 provides:

*(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—*

*(a) complied with in relation to the works or agreement, or*

- (b) *dispensed with in relation to the works or agreement by (or on appeal from) [the appropriate tribunal].*

15. S.20ZA of the Act reads as follows:

*Consultation requirements: supplementary*

*(1) Where an application is made to [the appropriate 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.*

16. The consultation requirements are set out at schedule 3 of the Service Charges (Consultation Requirements) (England) Regulation 2003.

17. In the case of ***Daejan Investments Ltd v Benson [2013] UKSC 14 (“Daejan”)***, the Supreme Court noted the following:

- a. The only express stipulation within section 20ZA(1) in relation to an application to dispense with the consultation requirements is that the tribunal must be “*satisfied that it is reasonable*” to do so.
- b. The purpose of the requirements is to ensure that the tenants are protected from either i) paying for inappropriate works or ii) paying more than would be appropriate, the tribunal focus should be on the extent to which the tenants are prejudiced in respect of the failure to comply.
- c. The “*main, indeed normally, the sole question*” for the Tribunal when considering how to exercise its jurisdiction in accordance with section 20ZA is the real prejudice to the tenants flowing from the landlord’s breach of the consultation requirements. (Paragraph 50).
- d. The financial consequence to the landlord of not granting a dispensation is not a relevant factor. The nature of the landlord is not a relevant factor.
- e. Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements and it would not be convenient or sensible for the Tribunal to distinguish between “a serious failing” and “a technical, minor or excusable oversight”, (paragraph 47).

- f. The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms imposed are appropriate.
- g. The Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs (including surveyor and/or legal fees) incurred in connection with the application under section 20ZA (1).
- h. The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying some "relevant" prejudice that they would or might have suffered is on the tenants/leaseholders.
- i. Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
- j. The more serious and/or deliberate the landlord's failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.

## **Directions**

18. Directions were issued to the parties on 1 April 2025 indicating that the Application appeared suitable for determination by way of submission of written evidence and requiring:

- a. The parties to notify the Tribunal within 42 days if they wish to make oral representations at a hearing before the Tribunal.
- b. the Applicant to send the Tribunal and the Respondent a bundle of documents containing a statement of case and other information relied on within 28 days.
- c. any Respondent who opposes the Application to send to the Tribunal and the Applicant any statement in response (together with any other documents relied on) within a further 28 days. The Applicant was permitted to respond within 14 days thereafter.

19. Neither party has provided any additional documentation following the directions order. Neither has either party indicated that they wished to make oral submissions at a hearing. As a result, the Application has been determined without a hearing.

## **Decision**

20. Pursuant to *Daejan*, the Tribunal considers whether it can be satisfied that it is reasonable to dispense with the consultation requirements in the circumstances of this

Application. The Respondents must be protected from either i) paying for inappropriate works or ii) paying more than would be appropriate, and whether the leaseholders may suffer prejudice from the consultation not having taken place.

21. The Tribunal notes that the Applicant contends that the works are required to be carried out as soon as possible. Whilst the Tribunal accepts that the Works are likely to need to be carried out as soon as possible, as the Works have not yet been carried out (and the Statement of Case was drafted in 2024), and as the Applicant has indicated in the Application that a dispensation order was sought prior to the Works being commenced, the Tribunal does not accept that the Applicant is taking steps to carry out the works as soon as possible. It is likely (and the Applicants are likely to be aware) that the consultation process could have been complied with in less time than it has taken (and was likely to take) the Tribunal to process the Application. The Tribunal, therefore, considers that the Works should be commenced without further unnecessary delay. It is only reasonable for the consultation requirements to be dispensed with if the Applicant is now going to proceed to carry out the Works in a diligent and timely manner. The Tribunal, therefore, considers that any dispensation should only be granted provided that the Works are now completed without delay.
22. In relation to whether it is reasonable to grant the dispensation, as none of the Respondents have responded to the Application or put forward any evidence of any prejudice that may be suffered by them in the event of the dispensation being granted, the Tribunal is unable to conclude that any prejudice is likely to arise.
23. Whilst the main question for the Tribunal is usually one of whether prejudice will occur to the leaseholders if the consultation requirements are not followed, the Tribunal is mindful that is not the only question and that it is possible for there to be other reasons for it not to be reasonable for the consultation requirements to be dispensed with.
24. On balance, and in circumstances where there is evidence that works are required, in the absence of any evidence of prejudice to the respondents, the Tribunal considers that it is appropriate for the dispensation to be granted, provided that the Applicants can prove that the Works are reasonably required and at a reasonable cost. To provide the Tribunal with certainty that the Works are reasonably required, the Applicants must provide the Tribunal and the Respondents with the report of Cookson's Consultants Limited. To satisfy the Tribunal that the Works can be done at reasonable cost, and to enable the Respondents to challenge those costs later, if necessary, the Applicants are required to ensure that all information in relation to the costs proposals obtained are provided, or made available, to the Respondents.

25. The Tribunal considers that it is appropriate for dispensation to be granted provided that the Respondents comply with the following conditions:

- a. Copies of the following documents are provided to the Respondents and the Tribunal by 4pm on 22 July 2025:
  - i. This decision.
  - ii. The report by Cookson's Consultancy Limited as referenced at paragraph 8 of the Applicant's statement of case and that the report supports the proposals set out in the Applicant's statement of case.
  - iii. The proposal/quotation from Briggs Amasco referred to at paragraph 12 of the Applicant's statement of case.
- b. All works are project managed and procured by negotiated tender.
- c. Copies of all quotations or estimates received as part of the procurement procedure are sent to each of the Respondents prior to the works commencing.
- d. Copies of all other documentation relating to the procurement procedure are made available to the Respondents within 7 days of any request for sight of the documents.
- e. Copies of warranties for all works carried out are made available to the Respondents within 7 days of any request for copies of the documents.
- f. The Works are commenced by 1 October 2025 at the latest.

26. The Tribunal therefore considers that, in all the circumstances, it is reasonable to dispense with the consultation requirements subject to the conditions set out above.

27. The parties are to note that this decision to grant dispensation does not impact the discretion of the Tribunal in relation to whether any service charges are either

28. reasonable or payable under the Leases.

## **Appeal**

29. If either party is dissatisfied with this decision an application may be made to this Tribunal for permission to appeal to the Upper Tribunal, Property Chamber (Residential Property) on a point of law only. Any such application must be received within 28 days after these reasons have been sent to the parties under Rule 52 of the

Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Judge R Watkin

27 June 2025