FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/00MD/LDC/2025/0640**
HMCTS	**:**	**CVP Hearing**
Property	**:**	**1-6 Kingsway House, Hempson Avenue, Langley, Berkshire SL3 7RW**
Applicant (Management Company)	**:**	**La Roche Management Limited**
Representative (Managing Agent)	**:**	**Alba Management Services**
Respondents (Leaseholders)	**:**	**C J Cherry & C F Wilkinson — Flat 1** **F P J Daly — Flat 2** **S Fontaine — Flat 3** **D Furey — Flat 4** **H Kaur — Flat 5** **S Kalsi — Flat 6**
Type of Application	**:**	**To dispense with the consultation requirements referred to in Section 20 of the Landlord and Tenant Act 1985 pursuant to Section 20ZA**
Tribunal	**:**	**Judge JR Morris**
Date of Application	**:**	**29 May 2025**
Date of Directions	**:**	**13 June 2025**
Date of Hearing	**:**	**30 July 2025**
Date of Decision	**:**	**31 July 2025**

DECISION

Decision

1. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) that the Applicant has not carried out with all the Leaseholders.

2. The Applicant or its Representative shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to the Leaseholders.

Reasons

The Application

3. On 29 May 2025 the Applicant applied for dispensation from the statutory consultation requirements in respect of qualifying works which are to treat dry rot and ancillary works at the Property.

4. The Property is a 1900's detached house converted into 6 flats with brick elevations which are part rendered under a pitched tile roof.

5. Directions were issued on 13 June 2025 which stated that the Application would be determined on or after 25 July 2025 based on written representations and without an inspection, unless either party made a request for an oral hearing. Ms Sonia Kalsi, the Leaseholder of Flat 6, raised objections to the granting of dispensation and requested a hearing. No other objections or requests for a hearing were received.

6. The Directions required the Applicant's Representative to send by 23 June 2025 to each of the Respondent Leaseholders, by hand delivery or by first class post and by email, if practicable, copies of:
   i. The application form without the list of leaseholders' names and addresses;
   ii. The Directions;
   iii. A clear concise description of the relevant works for which dispensation is sought;
   iv. an estimate of the cost of the relevant works, including any professional fees and VAT;
   v. Any other evidence relied upon; and

   To file with the tribunal confirming that this had been done and stating the date on which this was done.

7. The Tribunal agreed that delivery could be through the Leaseholders portal.

8. On 17 June 2025 the Applicant's Representative confirmed that this Direction had been carried out.

9. If the Respondent Leaseholders wished to oppose the Application the Directions required them to do so via an attached reply form by 4 July 2025. An email with attachments was received from Ms Sonia Kalsi objecting to the granting of dispensation.

The Law

10. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.

11. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations are summarised in Annex 2 of this Decision and Reasons.

12. Section 20ZA allows a Landlord to seek dispensation from these requirements, as set out in Annex 2 of this Decision and Reasons and this is an Application for such dispensation.

13. The terms "tenants" "lessees" and "leaseholders" are synonymous as are "landlord" and "lessor."

Hearing

14. A virtual hearing was held on 30 July 2025 attended by Ms James Saint of Alba Management Services, the Applicant's Managing Agent, and Ms Sonia Kalsi, the Leaseholder of Flat 6.

Applicant's Case

15. The Applicant provided a bundle to the Tribunal which included:
    - A copy of the Lease,
    - Application to the Tribunal,
    - Tribunal Directions,
    - A Report from AA Consultancy Ltd dated 2 October 2024,
    - A Notice of Intention dated 22 November 2024,
    - A Statement of Estimates dated 27 March 2025,
    - Copies of all quotations,
    - Letter dated 17 June 2025 from Applicant's Representative to Leaseholders confirming component parts of works are:
        1. Treatment of Dry Rot

2. Works to access area and making good
3. External works to prevent recurrence

- Applicant's Representative's confirmation regarding compliance with Directions.

These together set out the Applicant's case.

The Lease

16. A copy of the Lease was provided between the Original Landlord and Freeholder, (1), the Management Company, (2), and the Leaseholder (3), for a term of 99 years from 24 June 1983. The Leaseholders are members of the Management Company. The relevant covenants of the Original Lease are as follows:

a) Clause 2
The Lessees covenant to pay to the Management Company
(b) the service charge of the amount or amounts and in manner prescribed in Clause 2 of the Third Schedule

Clause 4
The Lessee covenants with the Lessor and the Management Company and with the Lessees of the other flats …in manner set forth in the Fifth and Sixth Schedules

Clause 5
The Lessors covenant with the Lessee in manner set forth in part I of the Seventh Schedule

Clause 6
The Lessors covenant with the Lessee in manner set forth in part II and III of the Seventh Schedule

b) The Third Schedule
2. The Lessee shall pay "an additional sum [to the rent] (hereinafter called the "Service Charge") payable in equal half yearly payments in advance … on the 24th day of June and the 25th Day of December in every year…in connection with the matters mentioned in Parts II and III of the Seventh Schedule hereto (hereinafter called the "outgoings") …

Provided that if
a) The actual cost to the management Company of the proportion as aforesaid of the outgoings shall for any yearly period after that ending on the 24th day of June in any year be in excess of the Service charge paid by the Lessee the Lessee will immediately on receipt of a written demand for the Management Company pay to the Management Company the amount of such excess"

c) The Seventh Schedule

Part II (Covenants by the Management Company)

(a) THAT the Management Company will upon receipt of notice in writing from the Lessee specifying any wants of repair (other than and excluding any repairs for which the Lessee shall be responsible under the terms of this Lease) to the outside main walls main timbers roof gutters downpipes and drains of the Building affecting the reasonable use and enjoyment of the demised premises so soon as reasonably can be done thereafter carry out such repairs and works thereto as are necessary and proper for maintaining and keeping them in repair the Lessee giving all reasonable and proper access to the demised premises therefor as required by the Management Company or their Surveyor

Part III

"The reserved property" means FIRSTLY the approaches forecourts entrance hall lifts staircases landings and passageways of the Building including the basement thereof the exterior painted or varnished. surfaces of the front doors of all the flats in the Building the refuse hoists and closets cleaners room tank rooms motor rooms baggage stores and all other parts of the Building which are or may be used or enjoyed in common by or for the benefit of the tenants and occupiers of all the flats in the Building and the house equipment or apparatus used for providing services at all of the Said flats or which are used in connection with the provision of services for the benefit of the tenants and occupiers of all the said flats and SECONDLY all those structural walls roofs foundations and balconies (if any) not specifically demised of the Building (including the external painted or varnished surfaces of window's) and all sewers drains pipes wires vents ducts and conduits (excluding those parts which are included in any demise of an individual flat) That the Management Company will:-

1. Carry out such works of maintenance repair and replacement as are in the opinion of the Management Company necessary and proper for maintaining and keeping all the Reserved Property in tenantable repair and condition the Lessee giving all reasonable and proper access to 'the' demised premises therefor as required by the Management Company The statement by the Applicant in the Application Form is set out above, as are the terms of the Directions and confirmation of their compliance.

Application

17. The Application form identified the three elements to the qualifying works of:
a) Dry Rot treatment,
b) Removal & Reinstatement of Areas of Flat 2 to treat the Dry Rot,
c) External brick and drainage work.

It was added that the Dry Rot should be remediated as soon as possible to avoid further spread.

Directions

18. The Directions have been dealt with above.

AA Consultancy Ltd Report

19. The AA Consultancy Ltd Report was a survey of Flat 2 where it was noted that there was evidence of dampness and fungal attack. Dry rot spore dust was apparent, emanating either from below the floor, in the boxed in w.c. cistern or stud wall. The rain water down pipe was blocked allowing water penetration to the subfloor of Flat 2 and, in the surveyor's opinion, was the cause of the attack.

20. It was recommended that the stud wall, and boxed in cistern should be opened up to allow for a full inspection. Sterilisation and re-instatement works should then be carried out by a suitable contractor offering an insurance backed guarantee of at least 10 years.

21. It was noted that dry rot (serpula lacrymans) may extend beyond the parameters specific in the report and works should extend to at least 1 m in all directions for the last signs of the attack.

22. It was advised that the premises should be vacated during the remediation work and the cost of dry rot treatment was likely to be £3,000.00.

23. There being 6 apartments this will result in the unit charge being more than £250.00. Therefore, the consultation procedure under section 20 of the Landlord and Tenant Act 1985 was required or dispensation granted for the full cost to be met by the service charge.

Notice of Intention

24. The Applicant's Representative served a Notice of Intention dated 22 November 2024 under section 20 of the Landlord and Tenant Act 1985 which stated that it was intended to carry out dry rot remediation and resultant remedial works. An invitation to comment and nominate contractors within 30 days was included, the consultation period ending on 22 December 2024. An explanation of the Consultation process was attached.

A Statement of Estimates

25. The Applicant's Representative served a Statement of Estimates dated 27 March 2025 under section 20 of the Landlord and Tenant Act 1985 which listed the estimates selected from all those obtained as follows:
Quotations:

Dry Rot Remediation Works	
Rentokil Initial PLC	£9,995.00 + VAT
Kenwood Damp Proofing	£17, 985.00 + VAT
Bathroom Removal and Reinstatement	
Pursell Randall Mechanical	£22, 680.00 + VAT
RMB Chelsea	£15,210.00 + VAT
External Works	
DGS Services Limited	£2,120.00 + VAT
Ellis Enterprises	£1,580.00 (+ Contingency of £1,000) + VAT

26. The Notice informed Leaseholders that there would be additional costs of:
£2,000 for alternative accommodation while the works were taking place
10% contingency
10% + VAT management fees payable to the Applicant's representative.

27. The Notice also invited Leaseholders to inspect the estimates and to make written observations within the consultation period of 30 days ending on 27 April 2025.

Quotations

28. Copies of the selected quotations were provided to the Tribunal. The two dry rot remediation quotations included a survey report.

Correspondence to Leaseholders

29. The Applicant's Representative sent a letter to Leaseholders dated 17 June 2025 confirming the component parts of the works as:

1. Treatment of Dry Rot
2. Works to access area and making good
3. External works to prevent recurrence

30. At the hearing Mr Saint said that he was confident that they had complied with the section 20 procedure. He said that the Notice of Intention had been sent to the previous owner of Flat 6 on 22 November 2024 and Ms Kalsi had completed the purchase of the Lease of the Flat on 29 November 2024. However, he felt it was for the previous owner to forward the Notice to Ms Kalsi rather than the Managing Agent to so. He acknowledged that Ms Kalsi had made the Applicant and Managing Agent aware that she had not been involved from the start of the procedure and therefore a Dispensation Application was made.

Respondent's Case

31. Ms Kalsi provided a written Statement of Case in which she said she challenged the validity and scope of the proposed dry rot works and the costs associated with them. She also said that she had concerns regarding a Director of the Applicant

and the Applicant's Representative in respect of the section 20 process. The Tribunal's findings follow the submissions of the Respondent.

Failure to comply to the Section 20 Process

Respondent's Submission

Ms Kalsi said she had not been consulted at stage 1 of the section 20 consultation process: Notice of Intention. She said she had not received a description of the works or a rationale for them, nor was she invited to make observations or nominate contractors within the 30-day consultation period.

32. At the Hearing Ms Kalsi said that, notwithstanding that she had not received the Notice of Intention, she was aware there was a problem with dry rot. Ms Kalsi said she was not questioning the necessity of remedying the dry rot or that it needed to be done as soon as possible but she did wish to raise some questions about the work and its cost.

Tribunal's Finding

33. The Tribunal found that the Notice of Intention had been sent to the previous owner of Flat 6 on 22 November 2024 and Ms Kalsi had completed the purchase of the Lease of the Flat on 29 November 2024. Therefore, it was for the previous owner to forward the Notice to her in good time to respond. It was now right that Ms Kalsi should have the opportunity afforded by the Dispensation Application to address the concerns she would otherwise have raised following the Notice of Intention.

Respondent's Submission

34. Ms Kalsi said that she had not been given an opportunity to inspect all the quotations and make observations during the 30-day consultation period of stage 2 of the section 20 consultation process: Statement of Estimates.

Tribunal's Finding

35. At the hearing the Tribunal stated that the Managing Agent was only obliged to provide two estimates. In the present case that amounted to two estimates for each of the three stages of the work. A Managing Agent was entitled to identify some estimates which were on the face of them not suitable, for example because of a lack of guarantee or the quote did not cover all the work. The Tribunal found that the Applicant had complied with section 20 procedure.

Respondent's Submission

36. Ms Kalsi said a particular concern was that the Leaseholders may be paying for an element of betterment. In particular, the Leaseholder, in this case of Flat 2,

might be able to replace a dated bathroom suite or kitchen with a new one through the Service Charge.

Tribunal's Finding

37. Where a new suite or units are fitted it may be because a contractor advised that the old suite or units might be so damaged in removal that new items are necessary or that it is easier (therefore cheaper in labour costs) and so more cost effective to fit a new suite and units than to reinstall the old ones. In this circumstance it would be expected that a like for like would be fitted. However, if the Leaseholder requested a better suite or units, then it may be reasonable for that Leaseholder to pay an additional contribution to offset the cost to the Service Charge. It is open to Leaseholders to question the reasonableness of the cost with the Managing Agent on receipt of the Service Charge account and if the matter cannot be resolved, an application under section 27A of the Landlord and Tenant Act 1985 may be made to determine the reasonableness of the cost and standard of work. However, these matters are not something a tribunal can consider when making a dispensation application determination.

38. The Tribunal found that the issue could be dealt with by way of an application under section 27A of the Landlord and Tenant Act 1985.

Historic Neglect

Respondent's Submission

39. Ms Kalsi said that the qualifying works were as a result of historical neglect. She referred to the Kenwood Damp Proofing Company plc report which accompanied its quotation (copy provided) which stated:
"During the course of the limited inspection, it was noted that Dry Rot (*Serpula lacrymans*) was affecting the ground floor flat bathroom and bedroom [referring to flat 2]. This defect appears to be due to defective rainwater goods/drainage defects"

40. Ms Kalsi also referred to a RICS Level 3 Survey Report by Nick Cobb carried out in August 2024 (no copy was provided) which stated:

"It does appear that the property has been neglected for a number of years." and

"The rainwater disposal system comprises of plastic guttering discharging into cast iron downpipes which feed into the ground and go presumably into the main drainage system. The guttering could be inspected closely and is clogged with leaves and other debris. Cast iron downpipes are rusting and require early replacement in PVC. A general overhaul of the rainwater goods is required.

It is important to keep guttering clear of leaves and other debris to limit damp penetration. The system should be regularly checked for leaks, and any noted should be immediately attended to.

There are areas of build-up of debris on the felt roof areas, which are also due to a lack of adequate surface water drainage, and this will result in the rapid deterioration of the central felt roof."

41. Ms Kalsi submitted that this was evidence that the Property (including the rainwater/drainage goods) have been neglected for a number of years prior to Ms Kalsi acquiring Flat 6 resulting in extensive dry rot damage to Flat 2. This neglect has created significantly more expensive works than what would have originally been required if the Leaseholder of Flat 2 had identified, and the defect and carried out repairs earlier.

42. Ms Kalsi said that it has been confirmed that the building insurance policy will not cover the dry rot damage probably because it is the result of long-term neglect and failure to maintain the property.

Tribunal's Finding

43. The Tribunal found that if Leaseholders considered the cost of the qualifying works were made more expensive due to historic neglect of the building then this argument is for an application under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the cost and standard of work.

Validity of 'supplementary demand'

Respondent's Submission

44. Ms Kalsi said that a supplementary demand to the Service Charge had been submitted during the section 20 procedure which she submitted was not in accordance with the Lease.

Tribunal's Finding

45. At the Hearing the Tribunal found that the Lease does not allow for supplementary demands between payments based on the estimated demand. Under the Lease only the estimated service charge is:

"payable in equal half yearly payments in advance … on the 24th day of June and the 25th Day of December in every year".
However, if:
"The actual cost to the management Company of the proportion as aforesaid of the outgoings shall for any yearly period after that ending on the 24th day of June in any year be in excess of the Service charge paid by the Lessee the Lessee will

immediately on receipt of a written demand for the Management Company pay to the Management Company the amount of such excess"

Nevertheless, Leaseholders may agree with the Managing Company outside the Lease to make a payment towards costs such as qualifying works. The benefits of doing so include:

1) that the Management Company will be in funds and so able to instruct and pay a contractor where works are pressingly needed, particularly where there are relatively few Leaseholders; and
2) the Leaseholder can pay for the specific works when the cost arises, rather than having what might be a large Service Charge excess payable immediately on receipt of a written demand after the year ending on the 24th day of June.

Conflict of Interest

Respondent's Submission

46. Ms Kalsi said that the Leaseholder of Flat 2, who is also a Director of the Applicant, has expressed an intention to sell the Flat 2 as soon as possible. Ms Kalsi submitted that this has resulted in a conflict of interest as his only concern was getting the dry rot issues remedied, to be able to sell his property.

47. Ms Kalsi mentioned other matters in her written statement which were not relevant to the qualifying works.

Tribunal's Finding

48. The Tribunal found that the motive of a director of the Management Company was not relevant to the Application provided the works were necessary and permitted under the Lease. Any issues as to the reasonableness of the cost or the standard of work was a matter for an application under section 27A of the Landlord and Tenant Act 1985.

Exclusion from La Roche Management Ltd

Respondent's Submission

49. Ms Kalsi said that despite being a shareholder of the Applicant having purchased the Lease of 6 Kingsway on 29th November 2024, she had not been given the opportunity to join the WhatsApp instant messaging group in place for all members of the Applicant to communicate and discuss matters regarding the maintenance of the Property. Therefore, she said she has had no input, influence or say in the dry rot section 20 process.

Tribunal's Finding

50. The Tribunal appreciated that Ms Kalsi felt her apparent exclusion of the Leaseholder WhatsApp group restricted her participation in the letter stages of the section 20 procedure. However, for the purposes of the Dispensation Application the Tribunal found that Ms Kalsi has been able to put forward her concerns to the Tribunal.

Concerns about Alba Management Services

Respondent's Submission

51. Ms Kalsi said that she felt there had been a concerted effort between the Director of the Applicant and the Applicant's Representative to exclude her from the Applicant's Board of Directors because she wishes to proceed with obtaining quotes for roof repairs and other urgent structural issues that require attention.

Tribunal's Finding

52. The Tribunal would encourage Leaseholders as both shareholders and officers of the Management Company to take an interest and participate in the affairs of the company. However, for the purposes of the Dispensation Application the Tribunal found that Ms Kalsi not being a director of the Management Company has not prevented her from putting forward her concerns about the qualifying works to the Tribunal.

Findings

53. The Tribunal finds from the Lease that the Applicant is obliged to carry out dry rot remedial works as they affect the "reserved property" and that the cost of this work is chargeable to the Leaseholders through the Service Charge.

54. The Tribunal found based upon the AA Consultancy Ltd Survey Report of Flat 2 the qualifying works were necessary.

55. The Tribunal also found that the Applicant's Representative complied with the consultation procedure under Section 20 of the Landlord and Tenant Act 1985 in that:

a) A Notice of Intention was served on 22 November 2024 which invited observations and nominations of contractors to be made within 30 days i.e. by 22 December 2024; and
b) A Statement of Estimates was served on 27 March 2025 which invited observations on selected contractors to be made within 30 days i.e. by 27 April 2025. Leaseholders were informed that all estimates could be inspected upon request with contact details provided.

56. The Tribunal found that the estimates from the selected contactors were thorough in their explanation.

57. The Tribunal found that the only outstanding stage of the procedure was the selection of the specific contractor to carry out the qualifying works.

58. The Tribunal found that although Ms Kalsi had not been involved from the start of the section 20 consultation procedure the Dispensation Application had enabled her to put forward her concerns about the qualifying works to the Tribunal.

59. The Tribunal considered the issues raised by Ms Kalsi which it found did not amount to a justification for the Tribunal to refuse dispensation from the consolation procedure required by section 20 of the Landlord and Tenant Act 1985. However, some of the issues raised might be arguments for an application under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the cost and standard of work if they could not otherwise be resolved.

60. The Tribunal found that the Leaseholders have not suffered any relevant prejudice by the failure to carry out the consultation procedure.

Determination

61. In making its decision the Tribunal had regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. In summary, the Supreme Court noted the following:
    1) The main question for the Tribunal whether the landlord's breach of the section 20 consultation requirements resulted in the leaseholders suffering real prejudice.
    2) The financial consequence to the landlord of not granting a dispensation is not a relevant factor.
    3) The nature of the landlord is not a relevant factor.
    4) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
    5) The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
    6) 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 landlord's application under section 20ZA.
    7) 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.
    8) The Supreme Court considered that "relevant" prejudice should be given a narrow definition; it means whether non—compliance with the consultation requirements has led the landlord to incur costs in an unreasonable amount or to incur them in the provision of services, or in the carrying out of works, which fell below a reasonable standard, in other

words whether the non—compliance has in that sense caused prejudice to the tenant.

9) 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.

10) Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.

62. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) that the Applicant has not carried out with all the Leaseholders.

63. The Leaseholders should note that this is not an application to determine the reasonableness of the works or their cost. If, when the service charge demands in respect of these works are sent out, any Leaseholder objects to the cost or the reasonableness of the work or the way it was undertaken, an application can be made to this Tribunal under section 27A of the Act. A landlord can also seek a determination as to the reasonableness of the cost of the work.

64. The Applicant shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

Judge JR Morris

Annex 1 – Right of Appeal

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. 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.

4. 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.

Annex 2 – The Law

1. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.

2. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations and are summarised as being in 4 stages as follows:

   A Notice of Intention to carry out qualifying works must be served on all the tenants. The Notice must describe the works and give an opportunity for tenants to view the schedule of works to be carried out and invite observations to be made and the nomination of contractors with a time limit for responding of no less than 30 days. (Referred to in the 2003 Regulations as the "relevant period" and defined in Regulation 2.)

   Estimates must be obtained from contractors identified by the landlord (if these have not already been obtained) and any contractors nominated by the Tenants.

   A Notice of the Landlord's Proposals must be served on all tenants to whom an opportunity is given to view the estimates for the works to be carried out. At least two estimates must be set out in the Proposal and an invitation must be made to the tenants to make observations with a time limit of no less than 30 days. (Also referred to as the "relevant period" and defined in Regulation 2.) This is for tenants to check that the works to be carried out are permitted under the Lease, conform to the schedule of works, are appropriately guaranteed, are likely to be best value (not necessarily the cheapest) and so on.

   A Notice of Works must be given if the contractor to be employed is **not** a nominated contractor or is not the lowest estimate submitted. The Landlord must within 21 days of entering into the contract give notice in writing to each tenant giving the reasons for awarding the contract and, where the tenants made observations, to summarise those observations and set out the Landlord's response to them.

3. Section 20ZA allows a Landlord to seek dispensation from these requirements, as follows: –

   (1) 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.

(2) In section 20 and this section—
"qualifying works" means works on a building or any other premises, and
"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—
if it is an agreement of a description prescribed by the regulations, or in any circumstances so prescribed.

(4) to (7)... not relevant to this application.