



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

Case reference : LON/00BK/LDC/2025/0779

Property : Lesley Court, 22 – 23 Strutton Ground,
London, SW1P 2HZ

Applicant : H Company 3 Limited

Representative : Goodman Mann Broomhall LLP

Respondent : The Leaseholders

Representative : N/A

Type of application : Dispensation from consultation
requirements

Tribunal members : Judge H Carr

Venue : 10 Alfred Place, London WC1E 7LR

**Date of
determination** : 5th September 2025

DECISION

Decision of the Tribunal

The Tribunal determines to exercise its discretion to dispense with the consultation requirements contained in Schedule 4 to the Service Charges (Consultation Requirements) (England) Regulations 2003.

The application

1. On 23rd June 2025 Mr Peter Drew of Goodman Mann Broomhall LLP, on behalf of the Applicant, issued an application for dispensation from the statutory consultation requirements in respect of fire alarm system replacement works.
2. The property is a five storey Building comprised of self contained flats on the 1st 2nd and 3rd floors with shops on the ground floor and basement.

The Determination

3. Directions in this application were made on 21st July 2025. The directions indicated that the matter would be heard on the papers based on written representations received. However, the directions also indicated that any party may make a request to the tribunal that a hearing be held. No such request was made and therefore this determination is made based on the written representations received.

The Evidence

1. The evidence before the Tribunal indicates as follows:
 - (i) The Applicant seeks dispensation from the consultation requirements under section 20ZA of the Landlord and Tenant Act 1985 for the following reasons:
 - (a) The existing fire alarm system to the property is not functioning. Engineers reports concluded that it needs to be replaced.
 - (b) The proposal is to install a wireless fire alarm system that will include the installation of a heat detector within the entrance hall of all residential flats to provide early warning of an emergency.
 - (c) The application to the tribunal to dispense with the consultation requirements is limited to the installation of the necessary installation covering the common parts staircase. This is described as Phase 1 of the installation work.
 - (d) Phase 2 of the installation works (shop coverage) and Phase 3 (flat coverage) will follow the statutory consultation procedures.

- (e) On 4th June 2025 leaseholders were provided with an explanation of the application to the tribunal and with 2 quotations for the phase 1 works.
- (f) One quotation was from Astoria Fire & Security which estimated the works would cost £17,278 plus VAT. The other quotation was from Cornerstone Group for £24,116 plus VAT.
- (g) The application for dispensation is because of the urgency of the works and the danger posed to life and property of a non-functioning fire alarm system.
- (h) Davina Elliott of 12 Lesley Court provided a response to the application. Her objections can be summarised as follows:
 - (1) Why can't the fire alarm system be replaced like for like?
 - (2) No costings have been provided to leaseholders of the costs of phases 2 and 3.
 - (3) She does not know the lifetime of the system proposed and is concerned that expenditure will have to be incurred in 10 years' time
 - (4) She considers that the flat fire points proposed for phase 3 will require regular inspections which is costly and difficult to arrange.
 - (5) No quotations have been provided for a hard wired system.
 - (6) A proper s.20 consultation could have been carried out when the alarm was deemed unfixable in April. This would have provided time to discuss options and ask further questions as well as answering the points raised. The result of the Tribunal process will be to deprive leaseholders of rights.
- (i) The Applicant's responses to those points are as follows:

- (1) The extension of the fire alarm system is because of the requirements of the Fire Risk Assessment which is a legal requirement for the building. It is not unusual that standards increase with age and what was satisfactory when a building was first constructed is no longer satisfactory. We have the responsibility to implement the Assessment requirements. It is not discretionary. This is a complex matter and not one that can be simply answered by internet research. Many building solutions, including for Lesley Court, are specific to their individual circumstances.
- (2) There will be consultation in connection with Phases 2 and 3 of the works
- (3) Wireless fire alarms, including smoke detectors, should generally be placed every 10 years. The wireless detector battery set have an estimated life span of 3 – 5 years and are under warranty for 12 months. The battery sets are charged at £35 plus VAT.
- (4) Access will only be required to the flats when there is a fault that requires a battery replacement.
- (5) The Applicant asked for a comparative 'hardwired' quote from Astoria who responded

The costs for hard-wired is slightly higher, however, the main difference is the time it would take to complete, the hard-wired option would take at least twice as long and be significantly more disruptive with far more making good and fire stopping works required by others once we have completed our works. I would highly recommend the wireless option for this building.

- (6) The Applicant says that the proposal from Metro was considered unsuitable as there was no facility to extend the installation to meet the Fire Risk Assessment requirements and it would prove too disruptive to implement. At the point where we became aware that replacement was the only option we made application to the Tribunal because of the timescale vis a vis the normal s.20 process. Because of the various constraints that apply we cannot proceed with the works earlier than the timeframes provided by these procedures.

The Law

2. The Tribunal is being asked to exercise its discretion under s.20ZA of the Act. The wording of s.20ZA is significant. Subs (1) 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 agreements, the tribunal may make the determination **if satisfied that it is reasonable to dispense with the requirements**’ (emphasis added).

The tribunal’s decision

3. The tribunal determines to grant the application.

Reasons for the tribunal’s decision

4. The Supreme Court decision of *Daejan Investments Limited v Benson* [2013] UKSC 14 sets out the principles upon which the Tribunal should exercise its discretion to dispense with the consultation requirements. It made clear that the correct approach of the Tribunal is to consider whether any prejudice to the leaseholders in terms of inappropriate works being carried out or paying more than would be appropriate for the works. Only if relevant prejudice will be suffered by leaseholders should applications be refused. Relevant prejudice means financial prejudice.
5. The tribunal determines that the works are urgent and necessary. Failure to carry out the works will result in a high risk of loss of life and loss of property.
6. The works are appropriate because they are being carried out in compliance with a legally required fire risk assessment.
7. The responses of the Applicant to the concerns of Ms Elliott demonstrate that the works have been appropriately costed, both in terms of competitive quotes being provided and in terms of comparison with a hard-wired fire alarm system.
8. Therefore there is no evidence of any relevant prejudice to the leaseholders.

9. It is also relevant that there will be consultation on phases 2 and 3 of the works.
10. **Ms Elliot suggests that the Tribunal determination will deprive her of rights. All parties should note that this determination does not concern the issue of whether any service charge costs will be reasonable or indeed payable. The Respondent is able, if it appears to her to be appropriate, to make an application under s.27A of the Landlord and Tenant Act 1985 as to reasonableness and payability.**

Name: Judge H Carr

Date: 5th September 2025

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 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.

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.

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).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,

- (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate 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 -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20

- (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 .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

- (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

- (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.
- (2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are

not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 - (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.
- (2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

- (3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—
 - (a) specified in his lease, nor
 - (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

- (1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Sub-paragraph (1) applies whether or not any payment has been made.
- (3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.
- (4) No application under sub-paragraph (1) may be made in respect of a matter which—
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
- (6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
 - (a) in a particular manner, or

(b) on particular evidence,
of any question which may be the subject matter of an application
under sub-paragraph (1).

(1)