



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

**Case reference** : **CAM/00MX/LDC/2025/0636**

**Property** : **Chiltern Place, St Johns View, High Wycombe, HP11 2PQ**

**Applicant** : **Chiltern Place MCL**

**Representative** : **Residential Management Group Limited**

**Respondent** : **All leaseholders of dwellings at the Property**

**Representative** : **Housing Solutions Ltd**

**Type of application** : **Section 20ZA Landlord and Tenant 1985 – To dispense with the requirement to consult leaseholders about the works**

**Tribunal member(s)** : **Judge Adcock-Jones**

**Venue** : **Decided on the papers at 197 East Road, Cambridge, CB1 1BA**

**Date of decision** : **11 September 2025**

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**DECISION**

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**Decision of the Tribunal**

**The Tribunal grants an order dispensing with the consultation requirements imposed under section 20 of the Landlord and Tenant Act 1985 in respect of works relating to a new door being supplied and fitted.**

## **The Application**

1. The Applicant seeks an order pursuant to section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) for a dispensation of the consultation requirements imposed under section 20 of the 1985 Act and set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the 2003 Regulations”) in respect of works relating to the supply and fitting of a new door and frame being fitted to communal areas of the Property.

## **Hearing**

2. The parties did not request a hearing and so the matter was dealt with on the papers.

## **Background**

3. The Property is described as consisting of a total of 27 units in 2 separate buildings which comprises of 1-18 (excluding 13) Kings View, a 3 and 4 storey block of 17 flats with one communal entrance, 1-10 St Johns View, a 3 storey block of 10 flats, which included Flats 3 – 10 with one communal entrance on the upper floors and Flats 1 & 2 on the ground floor with their own entrance.
4. The flats are housed under pitched hipped and tiled roofs and are constructed with main walls of cavity type brickwork. Sections of the brickwork have a rendered finish. On both the front and rear elevations, there are a series of galvanised steel balconies both full width and of the Juliet type. The balconies are vertically stacked. Fenestration consists of uPVC framed double glazed casement windows with French doors leading out to the balconies or, at the ground floor level, small patios enclosed by metal fencing. Communal entrances situated on both the front and rear elevations lead to communal areas of painted boarded ceilings and plastered and painted walls. Concrete carpeted floors and staircases serve the upper storeys.
5. To the rear, the car park area is enclosed by a brick retaining wall capped by metal railings. Flank elevation boundaries are defined by timber close boarded fencing. Communal garden areas to both front and rear are enclosed within metal railings.
6. The Applicant is the freehold owner and landlord of the Property. The Application is dated 06 May 2025.

## **Directions**

7. The Tribunal issued directions on 29 July 2025 providing for service of the Application, directions, description of the relevant works for which dispensation is sought, estimate of the costs of the relevant works and

any other evidence relied upon on the Respondents being the leaseholders of dwellings at the Property who may be liable to pay a service charge to contribute towards the costs of the relevant works.

8. Provision was further made for the Respondents to be given an opportunity to respond to the Application and the Tribunal did receive a response as set out further below.

### **Inspection**

9. The Directions issued did not provide for an inspection of the Property and no request for an inspection was made by the Parties. The Tribunal did not consider an inspection to be necessary or proportionate to the issue.

### **The Applicant's Case**

10. The Applicant states that they were made aware that there was a security breach in the 3 to 10 Saint Johns view block. It was found that homeless people had broken into the building and were using drugs in the common parts of the block. The individuals were also living in the storage cupboard, where they were storing their personal items and were described as being aggressive in the Applicant's statement of case.
11. The Applicant considered the urgency of the matter to ensure the safety of the residents and the block. The Applicant approached Ideal Maintenance Solutions Ltd ("IMS") to obtain a quote for the remedial works to install an aluminium door to replace the storage cupboard door.
12. IMS quoted £2,625 excluding VAT which included:
  - To supply and fit a new door and frame constructed from Comar solid aluminium sections, powder coated grey.
  - New frame to have an anti-finger guard carrier,, low level threshold plate and a concealed overhead closer.
  - New door to include anti-finger trap back stile, two number hook deadlocks with euro cylinders (key operated outside and thumb turn release inside), standard pad handles and a mid-rail glazed above and below with steel face panels, powder coated to match the new door frame.
  - Silicone seal outside of new frame.
  - - Removal of bulk items and disposal.
  - Leave site clean and tidy.

13. The Applicant was eager to secure the premises urgently and prevent any incidents of unfortunate encounters between the leaseholders and the intruders. The Applicant appointed IMS to carry out necessary works and was present during the works to assist by contacting the police if the intruders were present.
14. The Applicant states in the application that they recognise the financial burden and magnitude of acting in the best interest of the building and leaseholders' interest.
15. On 16 May 2024, the works were completed. The Applicant is confident that IMS have completed the works to a satisfactory standard. No comments or complaints had been received from the leaseholders.
16. IMS have 36 years of experience offering reliable property maintenance services around the southeast of England and are known for providing excellent reactive maintenance services in residential and commercial properties. The Applicant was confident that the contractor provided fair and reasonable costing, and the works were completed to the highest standard. The Applicant further submits that there will be no prejudice to the leaseholders, and it is therefore reasonable to dispense with the consultation requirements.
17. A lease for Flat 4 St Johns View dated 26 October 2006 has been filed at the Tribunal with the Application. The Tribunal therefore accepts this lease on the basis that its contents reflect those terms included in the leases of the other relevant properties.
18. The Tribunal notes the contents of clause 5.1 relating to the landlord's covenant of ensuring the leaseholders' quiet enjoyment of the Property and to ensure that the Property is insured appropriately under clause 5.2.
19. The Tribunal further notes that the bundle, inclusive of the Applicant's response to the Application was filed and served by email on 28 August 2025.
20. IMS quoted £2,200.00 plus VAT for the works and an uplift of £425.00 excluding VAT was added to cover the disposal of rubbish. An invoice dated 18 May 2024 from IMS shows that the works cost £2,625.00 plus VAT as quoted.
21. On 06 May 2025, the Applicant sent a bespoke letter to the leaseholders to advise them of the works, the need for urgency, the costs of the works and the intention to seek dispensation. No responses to that letter were received.
22. The Tribunal has been referred to relevant photographs of the works within the Applicant's bundle and an email sent to IMS on 16 April 2024 seeking for the works to be done. The email cites the works as being given a priority level of 5 days. It is not clear how long by the point of this email that the homeless people had been in occupation of the area.

## **The Respondent's Case**

23. An e-mail was sent to the Tribunal on 18 of August 2025 from Antony Matthews of Housing Solutions Limited. This e-mail states that repairs were undertaken in October 2023 and that this was due to homeless people having gained access.
24. Initial repairs included building up the existing door with plywood and therefore the door would likely have required replacement anyway and therefore appropriate plans for consultation should have been made.
25. The Respondent does not dispute that replacing the door was required but they do consider that the lack of consultation by the Applicant meant that the leaseholders had been unable to make any observations about proposed works, including whether fitting a metal door was an appropriate course of action. Further, an open tendering exercise could not be completed, which would have allowed leaseholders an opportunity to propose contractors to tender, including their own fire door contractor. The Respondent's representative also submitted that the additional cost to remove and dispose of old items were potentially incurred as the same as people had regained access to the cupboard which could have been avoided had the door replacement been completed in good time and preventing them accessing the building again.
26. The e-mail states that they asked the Applicant to clarify why they did not arrange consultation after the initial repairs in 2023, but did not receive a response to that query.
27. An invoice dated 01 November 2023 from Target Maintenance GB Ltd was produced which records damage being occurred to the cupboard due to homeless people breaking in and that it was boarded up with 18mm ply and reinforced with side braces and bolts which appears indicative of a temporary repair given the materials used.

## **The Applicant's Reply**

28. The Applicant filed a response on 28 August 2025 in which they state that the works in October 2023 did not exceed the block Section 20 threshold. The Tribunal notes those earlier works as invoiced totalled £840.00 inclusive of VAT.
29. The Applicant acknowledges that the earlier works were temporary. to make sure the door was safe. The earlier invoice suggested that the homeless people would return; there was no definitive assurance or evidence to confirm that they would.
30. Given the contractor appointed, the Applicant stated that the door required immediate attention and therefore was to cover a measured

risk. They say it was not feasible to carry out a door replacement at the time as to do so would require specific material, scope, measurements and funds and it was reasonable at that time to complete emergency repair works in October 2023.

31. The Applicant noted that the Respondent agreed that the 2024 works were required. The Applicant states again that there was no prejudice to the leaseholder by the lack of consultation and they have not received any observations from the subtenant or the leaseholder, only from the Housing Association.
32. The Applicant understands that when such costs are incurred, the Housing Association passes these on to the subtenants. As no subtenants have opposed the application, the Applicant considers that no actual opposition to the works has been made.
33. The Applicant further refers to the decision of *Daejan Investments Limited v Benson et al* [2013] UKSC 14 which the Tribunal refers to in more detail below. In such circumstances, the Applicant does not consider that the Respondent has satisfied the relevant test.

## **The Law**

34. Section 20 of the 1985 Act provides that:

*(1) Where this section applies to any qualifying works....., 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) a leasehold valuation tribunal.*

35. The effect of section 20 of the 1985 Act is that the relevant contributions of tenants to service charges in respect of "qualifying works" are limited to an amount prescribed by the 2003 Regulations unless either the relevant consultation requirements have been complied with in relation to those works or the consultation requirements have been dispensed with in relation to the works by (or on appeal from) the tribunal.
36. "Qualifying works" are defined in s.20ZA of the 1985 Act as "works on a building or any other premises", and the amount to which contributions of tenants to service charges in respect of qualifying works is limited (in the absence of compliance with the consultation requirements or dispensation being given) is currently £250 per tenant by virtue of Regulation 6 of the 2003 Regulations.

37. Section 20ZA of the 1985 Act provides:

(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.*

38. The basis on which this discretion is to be exercised is not specified.

39. The consultation requirements for qualifying works are set out in Schedule 4 of the Service Charges (Consultation Requirements) (England) Regulations 2003.

### **The Tribunal's Decision**

40. The Tribunal referred to the authority of *Daejan Investments Limited v Benson et al* [2013] UKSC 14 which sets out the Tribunal's jurisdiction to dispense with the consultation requirements and the principles upon which that jurisdiction should be exercised.

41. 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.

42. The purpose of the consultation requirements is to ensure that leaseholders are protected from paying for works which are not required or inappropriate, or from paying more than would be reasonable in the circumstances.

43. The Tribunal needs to consider whether it is reasonable to dispense with the consultation process. Bearing in mind the purpose for which the consultation requirements were imposed, the most important consideration being whether any prejudice has been suffered by any leaseholder because of the failure to consult in terms of a leaseholder's ability to make observations, nominate a contractor and/or respond generally.

44. The burden is on the Applicant in seeking a dispensation from the consultation requirements. However, the factual burden of identifying some relevant prejudice is on the leaseholder opposing the application for dispensation. The leaseholders have an obligation to identify what prejudice they have suffered because of the lack of consultation.

45. The Tribunal is satisfied that the works are qualifying works to which the provisions of section 20 of the 1985 Act and the 2003 Regulations apply.

46. The Tribunal is satisfied that the works are for the benefit of and in the interests of both landlord and leaseholders of the Property given that the works provided for the prevention of trespassers into the Property whom

had caused criminal damage in entering the Property and subsequently engaged in criminal behaviour in the form of drug use. The Tribunal notes that the security of the Property and of the residents is of paramount importance to ensure safety, quiet enjoyment and further notes the potential impact on the insurance of the Property had such trespass and criminal behaviour continued.

47. The Tribunal notes the response to the Application and submissions made by Housing Solutions Ltd, particularly in respect of the earlier temporary repair in October 2023, however, the Tribunal accepts, as a finding of fact, the evidence of the Applicant insofar as such earlier works did not cross the Section 20 threshold and the urgent nature to carry out the works.
48. Ultimately, Housing Solutions Ltd accepted that the work needed to be carried out and no further objections have been raised by the leaseholder or subtenants to the Property.
49. The Tribunal considered any financial prejudice suffered by the leaseholders due to the failure to consult. Whilst ideally, quotations would have been obtained to show the reasonableness of the invoice provided by IMS, no opposing evidence contradicting reasonableness has been produced by the Respondent. The Tribunal notes that Housing Solutions Ltd refer to their own contractor but has not provided any similar quotation by such contractor as to what they would have charged for the works required.
50. The Tribunal has taken into consideration that the leaseholders have not had the opportunity to be consulted under the 2003 Regulations. However, the works were urgent given the trespassers and drug use being engaged in within the Property and the impact this could have had on the security of the Property and the residents.
51. The Tribunal is therefore satisfied that whilst the leaseholders were not initially given an opportunity to make comments on the works or nominate a contractor, it is noted that they appear to have taken no objection to the works being carried out. Whilst they initially lost the opportunity to make observations and to comment on the works or to nominate a contractor, the Tribunal finds that they do not appear to have suffered any significant prejudice. The Tribunal notes if the works had not carried out, then the potential risk to the leaseholders and residents and their security could have been significant.
52. Accordingly, the Tribunal having considered the evidence, is satisfied that it is reasonable to dispense with the consultation requirements as requested by the Applicant. The Tribunal therefore makes an order that the consultation requirements are dispensed with in respect of the installation of a new door as set out within the Application.
53. This Application relates solely to the granting of dispensation. If, when they are charged, the relevant leaseholders wish to contest the

reasonableness of the costs, or challenge any service charge, then they retain the right to apply to the Tribunal for a determination of those issues under section 27A of the Landlord and Tenant Act 1985.

**Name:** Judge Adcock-Jones

**Date:** 11 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).