FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BH/LDC/2025/0742**
Property	**:**	**King Henry Lodge, 51 Hall Lane, Chingford, E4 8HW**
Applicant	**:**	**Churchill Living**
Representative	**:**	**Churchill Estates Management, Managing Agent**
Respondent	**:**	**The lessees listed in the schedule to the application**
Representative	**:**	**N/A**
Type of Application	**:**	**To dispense with the requirement to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985**
Tribunal	**:**	**Tribunal Judge Mohabir**
Date of Decision	**:**	**20 August 2025**

DECISION

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1. The Applicant seeks an order pursuant to s.20ZA of the Landlord and Tenant Act 1985 ("the Act") for *retrospective* dispensation with the consultation requirements in respect of the various works set out below at the property known as King Henry Lodge, 51 Hall Lane, Chingford, E4 8HW ("the property").

2. The property is described as being a leasehold retirement housing development built in 2014 by the Applicant. It is designated for persons over the age of 60 years. The development consists of one building housing 32 apartments. The block is built over 3 storeys, consisting of ground, first and second floors. The apartments are numbered 1 – 33, (with no number 13), and the development has shared corridors, one lift, communal laundry room, owners' lounge, communal hair salon, wellbeing suite and a guest suite.

3. On the application form, the the landlord of the property is stated as being Churchill Living. However, the specimen lease provided states that the landlord is Churchill Retirement Living Limited. Therefore, the Tribunal proceeds on the basis that the company is in fact the correct Applicant and that Churchill Living is the trading name of the company. The Respondents are the long leaseholders of the residential flats in the building.

4. It is the Applicant's case that, shortly prior to entering a new maintenance contract with Rendesco on 03 February 2025, the outgoing maintenance contractor, CC5 Ventures, detected a problem on the Air Source Heat Pump system. This was causing a loss of pressure on the hot water and heating supply throughout the building. Rendesco undertook an investigation and reported as follows on 19 February 2025:

   "This issue has been brought to our attention following a report from the previous contractor. It is our understanding that a compressor has failed on the one of the heat pumps which may have been caused by a refrigerant leak. The consequence of a failed compressor is that the heat pump is not able to transfer any heat, meaning the system has less redundancy and should any other component fail then this could lead to a total loss of heating for the development".

5. A quotation in the sum of £6,044.76, (£7,253.71 inclusive of VAT) was received from Rendesco on 18 February 2025. Given the time of year, it was imperative that work was carried out immediately to ensure that leaseholders continued to have heat and hot water during the winter months. The cost of work was slightly over the section 20 threshold of £6,410.26 for the property. Because of the urgency of the work, a purchase order was raised on 18 February 2025 in the sum of £7,253.71 with a view to submitting an application to the Tribunal to dispense with the requirement to carry out statutory consultation under section 20 of the Act.

6. The scope of the proposed repairs was:
   - Reclaim refrigerant and weigh
   - Pressure test/leak check depending on result from reclaim
   - Repair leak if required
   - Supply and install replacement compressor
   - Repeat leak check
   - Add replacement refrigerant and
   - Test and commission.

7. Following delivery of the required part, it was agreed that the contractor would attend site to carry out this work during 24 and 25 March 2025. When the contractor started work on site and began to expose the system pipework, the extent of damage was found to be far greater than initially thought. The contractor informed the Applicant's Property Services Director and submitted photographs and a video of their findings. In the video, the contractor reported that there were several leaks and concluded "this is not a fix and repair and walk away job, this is a refit and replace job. It is a waste of time patch repairing this job".

8. A quotation for the additional work was received from Rendesco on 24 March 2025 in the sum of £14,005.12, (£16,806.14 inclusive of VAT). It is evident from the contractor's report, the video stills and the photographs that it was not possible to delay work, and a purchase order was subsequently raised on 25 March 2025 for the additional work. This consisted of supplying and replacing the entire external pipework.

9. The Engineer's report and the job sheet received from the contractor on 14 April 2025 following completion of the additional work, made reference to the poor state of the pipework. A further quotation amounting to £2,268, (£2,721.20 inclusive of VAT) was received on 14 April 2025 to install lagging to the newly installed pipework. Confirmation was received from the contractor to confirm the importance of installing lagging to minimise heat loss, protect the pipes and help the system operate effectively. As the pipework was exposed to the elements and it would have been impractical, damaging and costly to carry out work at a later date, another purchase order was raised on 17 April 2025. This scope of the work entailed:

   - Supply and install insulation to the pipework
   - 20mm thick mineral wool pipe sections, secured and vapour sealed with 50mm wide class 0 self-adhesive foil tape. Covered with 0.8 PIB sheeting and identification labels every 6 metres to BS1710
   - 30 metres x 42mm
   - 4 x 42mm LV jackets and
   - 4 x 54mm LV jackets.

10. The final work was completed on 05 May 2025 with the total cost of the work being £26,327.85.

11. By an application dated 14 May 2025, the Application applied seeking retrospective dispensation for the various works carried out. On 2 July

2025, the Tribunal issued Directions requiring the Applicant to serve the Respondents with a copy of the application by 9 July 2025, which was done on 4 July 2025. The Respondents were directed to respond to the application stating whether they objected to it in any way.

12. Only one of the Respondents objected to the application.

Relevant Law

13. This is set out in the Appendix annexed hereto.

Decision

14. As directed, the Tribunal's determination "on the papers" took place on 20 August 2025 and was based solely on the documentary evidence filed by the Applicant. As stated earlier, only one objection had been received from any of the Respondents, but no evidence had been filed in opposition to the application.

15. The relevant test to the applied in an application such as this has been set out in the Supreme Court decision in ***Daejan Investments Ltd v Benson & Ors*** [2013] UKSC 14 where it was held that the purpose of the consultation requirements imposed by section 20 of the Act was to ensure that tenants were protected from paying for inappropriate works or paying more than was appropriate. In other words, a tenant should suffer no prejudice in this way.

16. The issue before the Tribunal was whether dispensation should be granted in relation to the requirement to carry out statutory consultation with the leaseholders regarding the overall works carried out. The Tribunal is not concerned about the actual cost that has been incurred.

17. The Tribunal granted the application for the following main reasons:

    (a) The Tribunal was satisfied that the Respondents had been served with the application and the evidence in support and, save for one objection, there has been no objection from any of them. The Tribunal attached significant weight to this.

    (b) The Tribunal accepted that the leaseholders are older people, some are vulnerable whilst others have medical conditions. Given this and the time of year it was essential for work to be undertaken without delay to ensure leaseholders continued receiving hot water and heating throughout the winter months. The Tribunal was satisfied that any such delay caused by having to carry our consultation would undoubtedly cause the leaseholders significant loss of amenity with the attendant health and safety risks posed by not having hot water and heating.

(c) The Tribunal also accepted that once the pipework was exposed on 24 March 2025, it was apparent that the remedial work initially proposed would not resolve the issue. The pipework was in a worse state than anticipated and several leaks were evident. It was not possible at that point to do anything other than progress with the recommended additional work as a matter of urgency as the pipework was exposed and any other course of action to repair the leaks would have been ineffective. The final work to install lagging to protect the system and new pipework and prolong the life of the system could not be carried out later and was necessary whilst the pipework was still exposed.

(c) Importantly, the real prejudice to the Respondents would be in the cost of the work and they have the statutory protection of section 19 of the Act, which preserves their right to challenge the actual costs incurred by making a separate service charge application under section 27A of the Act.

18. The Tribunal, therefore, concluded that the Respondents were not being prejudiced by the Applicant's failure to consult, and the application was granted as sought.

19. It should be noted that in granting this part of the application, the Tribunal makes no finding that the scope and cost of the repairs are reasonable.

Name: Tribunal Judge Mohabir **Date:** 20 August 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 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 20ZA

(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.