



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

Case Reference	:	CAM/26UJ/LDC/2025/0650
Property	:	Green View Court, School Mead, Abbots Langley, WD5 0FB
Applicant	:	Rockwell (FC100) Ltd
Representative	:	Residential Management Group Ltd (Agent)
Respondents	:	Leaseholders who may be liable to contribute at the Property
Representative	:	None
Landlord	:	Rockwell (FC100) Ltd
Type of Application	:	S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements
Tribunal	:	N. Martindale FRICS
Hearing Centre	:	First tier Tribunal (Property Chamber) Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	17 November 2025

DECISION

Decision

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works referred to.
2. At the date of application it was stated that construction work had been started and even completed. (Form Leasehold 5 Box 7). It was understood that the applicant's agent acting for the applicant, was able to recharge costs under the service charge provisions to all leaseholders in the Property.

Background

3. The applicant is the freeholder and landlord acting through the managing agent, under the leases and is seeking, from the Tribunal under S20ZA of the Landlord and Tenant Act 1985 ("the Act") dispensation from all or any of the consultation requirements under S.20 of the Act, of leaseholders of related dwellings, who might be liable for service charge contributions arising from works.
4. This application appeared to concern urgent works to remedy a leak to a communal roof, above an upper floor flat, which was arising at or around a air ventilation outlet set within the roof covering. It was unclear if the works and their cost in part or whole would also be the subject of an insurance claim against the block policy at the Property, for the benefit of the leasehold flats at the Property.
5. The application contains a duplicate copy of the application form and some other documents meshed, within the principal copy: It adds nothing but is confusing to the reader.

Directions

6. Directions dated 2 October 2025 were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – flats at the Property. The Directions provided for the Tribunal to determine the application on or after 14 November 2025, unless a party applied by 24 October 2025 for a hearing.
7. The applicant was to send to each of the leaseholders of the dwellings at the Property at least; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.

8. The applicant was to file with the Tribunal a letter by 10 October 2025, confirming how and when it had been done.
9. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 24 October 2025. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; all responses from leaseholders, a certificate of compliance referred to above; with two copies to the Tribunal and one to each respondent leaseholder by 31 October 2025.
10. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.
11. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

12. The application Form Leasehold 5, dated 2 July 2025, at box 4 appears to confirm that the Property is a 4 storey blocks of flats on levels 1, 2, 3, with the ground floor occupied by 6No. commercial units. The block was constructed around 2008 in steel frame and concrete. The communal roof is pitched and tiled with a central section housing ventilation units serving the accommodation below, including the commercial units. There are various balconies to residential parts. Flats 1-8 are first floor; flats 9-17 (exl 13) are second floor; flats 18-28 are third floor. 24No. flats in all.
13. The application at box 7 confirms that these are to be qualifying works, and that they had been carried out at the date of application. They were not part of a long term contract. At box 9 the applicant was content for paper determination but applied for it as fast track despite the work having already been completed adding “...*There is no urgency as the works have been competed.*”.
14. The application at ‘Grounds for seeking dispensation’, at Box 1 stated: “*30 September 2024 the Applicant was made aware of water ingress in Flat 23. the Applicant instructed the site repairs contractor Xtra Maintenance ltd (XM) to investigate the matter. October 2024 XM reported evidence of water ingress with damages on the kitchen ceiling and around the extraction fan... XM erected a scaffolding over Flat 23 to undertake a roof survey and concluded that roof works and tiles replacement were required. XM submitted a quote £1256.29 excluding VAT for the remedial works.*” It should be noted that this quote does not tie in with the work or sum set out in the main invoice filed in the bundle.

15. The applicant also submitted an insurance claim in an attempt to cover some or all of the cost of the works to repair the defects, at around the same time. This had subsequently been rejected by the insurer by the time of this application. Although a second quote was obtained for the same work from contractor Target Maintenance at £1495 plus VAT, the work was completed by XM.
16. The application at 'Grounds for seeking dispensation' Box 2, described the consultation that had been carried out or is proposed to be carried out. *"No formal consultation was carried out. The leaseholders have also been supplied with a copy of this Application."*
17. The application at 'Grounds for seeking dispensation' Box 3, explained why they sought dispensation of all or any of the consultation requirements. *"The works were necessary and urgent as recommended by the contractor Xtra Maintenance... has knowledge of the site and has proved their skills and expertise on previous work projects for the Applicant and renewed maintenance contracts."*
18. A copy of a sample completed lease dated 19 December 2008 of 'Plot 5' at the Property between the then landlord Abbots Langley Management company Ltd and an individual leaseholder at the time.
19. The applicant helpfully included a full statement dated 24 October 2025 at bundle p.19 setting out in considerable detail the case for grant of dispensation, elaborating on the details contained in the standard FORM Leaseholder 5. Although there is more information than is needed on this occasion, this is a useful practice for the Tribunal for more complex or marginal cases. It would also be helpful to the Tribunal if, for future applications, this statement could be signed off by those who write it.
20. The bundle included: A quotation QUO/FD/34996, dated 8 January 2025 refers to 'quote for roof repairs using existing scaffolding', at the Property. This was for £1495 excluding VAT.
21. The bundle included: A document referenced Xtra -90255, dated 1 February 2025. This appeared to be a short site report including 7No. photographs taken before and after the pitched roof detail work around the vent, taken from existing or separately priced scaffolding. The cost was £250 plus VAT.
22. The bundle included: A document referenced 'invoice 89078' for the foregoing work and inspection at £250 plus VAT, dated 8 October 2025.
23. The bundle included: A document referenced 'invoice number Si 56809' ref.90244 to 'Attend site, erect scaffolding over flat 23', at £4685 plus

VAT, dated 19 November 2025. This is for work and at a price which differs from the quote for the initial work from XM.

24. If the applicant included a list of names and addresses of leaseholders names affected by the expenditure and confirmed what they had sent to all of these potential respondents a copy of the names and flats concerned was not received by the Tribunal determining the application.

Respondent's Case

25. The applicant confirmed that the respondent leaseholders had been sent the documents specified by the Tribunal in its earlier Directions.
26. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

27. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with. For long term contracts, the cap on contributions from leaseholders is £100 per annum.
28. Dispensation is dealt with by S.20 ZA of the Act which 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 agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.”
29. Dispensation is dealt with by S.20 ZA of the Act which 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 agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.”

30. The consultation requirements for qualifying works under qualifying long term agreements are set out in detail at **Schedule 3** of the **Service Charges (Consultation Requirements) (England) Regulations 2003**.
31. The consultation requirements for qualifying works for which public notice is not required are set out in detail at **Schedule 4** of the **Service Charges (Consultation Requirements) (England) Regulations 2003**.

Tribunal's Decision

32. 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.
33. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors where there is no public procurement.
34. The correspondence showed that the applicant generally complied with the Directions.
35. The terms of this Dispensation from the requirements of Section 20, are:
36. That this covers the work set out in the two invoices above from the selected contractor at their prices as received by the applicant and sent to the Tribunal. These are reflected and extended to include all of the work invoiced to the applicant from the contractor selected. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included in this dispensation, other than in the foregoing quoted works.
37. It was noted by the Tribunal that any other cost of investigating and repairing the cause of the water leak was also not the subject of this application. If those works were also completed for the landlord then their cost lies outside of this dispensation.
38. These works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included or given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a

contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.

39. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.

40. In making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act; in this case, on terms.

N Martindale FRICS

17 November 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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).