



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

Case Reference : **CAM/26UE/LDC/2025/0675**

Property : **1-40, 41, 43, 45, 47 Harriet Way
Bushey WD23 4JH**

Applicant : **Harriet Close Residents
Association Ltd.**

Representative : **FW Block Management Ltd
(Agent)**

Respondents : **Leaseholders who may be liable to
contribute at the Property**

Representative : **None**

Landlord : **Robert Glover & Kate Greaves**

Representative : **John Whiteman & Co LLP**

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 construction work had not been started. (Form Leasehold 5 Box 6). 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 appears to be the management company rather than the freeholder, acting through the managing agent FW Block Management Ltd., under the leases> It seeks, 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. The Property at Harriet Way is 44No.purpose built 1970's flats and maisonettes. Of these the 22 ground floor flats are accessed via a communal porch and above this are first and second floor maisonettes. The upper floor dwellings are accessed via a first floor balcony over this porch. This application appears to concern urgent works to remedy a water leak affecting the ground floor porch and the upper floor balcony above and a misalignment of a door.

Directions

5. Directions dated 10 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 17 November 2025, unless a party applied by 3 November 2025 for a hearing.
6. 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.

7. The applicant was to file with the Tribunal a letter by 10 November 2025, confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 3 November 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 10 November 2025.
9. 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.
10. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

11. The application Form Leasehold 5, was 10 September 2025. It confirmed that these were qualifying works that had not commenced at date of application and were not part of a larger contract for works.
12. The application at Box 6.5.1 'Describe the qualifying works' stated: *"The porch and balcony above have suffered water ingress resulting in distortion and misalignment of the door. Works were planned in line with a surveyors report, these works fell below S.20 requirement."* However leaseholders objected to the proposed work asserting it was subsidence and therefore would be subject to an insurance claim. A further survey confirmed the original explanation but, the delay to the works allowed further damage from water ingress, door distortion and damage to the electrical supplies to two flats, No.34 & No.36.
13. The application at box 6.5.2 invited the applicant to: 'Describe the consultation that has been carried out or is proposed.' The applicant confirmed that it had issued a Notice of Intention on 17.6.2025; and on 10.9.2025 issued: A Statement of Estimates; a Notice accompanying same; a Notice of Reasons with a further Statement to leaseholders at the Property.
14. The application at box 6.5.3 invited the applicant to explain: '...why you seek dispensation for all or any of the consultation requirements'. This was because further damage had been caused to the Property, since the initial survey. In addition now the electrical supply had been damaged as well with UK Power Networks being the monopoly provider a second quote would not be available for this element of the work.

15. The application at box 8.2 stated that the application was now urgent because *“The porch is the sole means of access to flat no.34, therefore the works need to commence asap as further water damage may endanger the occupant or prevent access entirely.”*
16. A copy of the completed sample lease dated ? March 1978 of Flat No.39 at the Property, between the then landlord Leechs Investments Ltd, Harriet Close Residents Association and an individual leaseholder at the time.
17. The bundle included an email dated 5 September 2025 from Woodward Surveyors to the Management Company – Block Management. It summarised the works and the cost of same. Most of the work set out was subject to tender, but part, the electrical work, was not. The email referred to bidding contractors ‘KBK’ and ‘ES Moss’ in passing. No copies of the quotes were provided, nor were their full names, nor their VAT status. The surveyor quoted £26,090 and £27750 respectively, both ex VAT as the bids received. The email also confirms the UKPN quote for excavation and electrical work plus temporary electrical network housing at £3500, (provisional sum) plus £1000 for the temporary electrical metered supply and movement (provisional sum). These figures produced a total cost of £34,034 ex VAT minimum. The email attached an undated schedule of works and quantities labelled for works at No.34. It was set out the surveyor’s ‘Cost and Tender Analysis 34 & 36 Harriet Way’.
18. The bundle included more detail (on the power network works referred to in the preceding paragraph.) in a quotation dated 8 August 2025 from UK Power Networks (Operations) Ltd. ref 8110205445. It referred to the Site Address as ‘No.34 and No.35 Harriet Way’. This work was for the temporary re-location of electricity meters for the single phase power supplies to each of these two units for the duration of works to the adjacent communal areas and new installation of upgraded code compliant supplies afterwards. Although these works were to individual power supplies to individual dwellings, it appeared to be a communal service under the care of the landlord handled by UKPN, by statutory monopoly. The total cost of this element within the total figure all the works above was £3,444 plus VAT: A little under the provisional sum.
19. If the applicant included a list of names and addresses of leaseholders names affected by the expenditure it was so small as to be illegible. There was also no confirmation that leaseholders had been informed of the dispensation application, nor of what had been sent, nor when.

Respondent’s Case

20. The applicant did not confirm that the respondent leaseholders had been sent the documents specified by the Tribunal in its earlier Directions.

21. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

22. 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.
23. 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.”
24. 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.”
25. 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.**
26. 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

27. 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.
28. 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.
29. The correspondence showed that the applicant generally complied with the Directions though there were some important omissions which may give rise to challenge.
30. The terms of this Dispensation from the requirements of Section 20, are:
31. That this covers the works set out in the single 'Cost and Tender Analysis 35 & 36 Harriet Way' totalling £34,034. Only the works set out here are included in the dispensation. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included other than in the foregoing quoted works.
32. It was noted by the Tribunal that any other cost of investigating and repairing the cause of the water leak, the survey, the specification, tendering, contract award, management and payment for the works were not made the subject of this application. If those works were also completed for the landlord then their cost lies outside of this dispensation.
33. 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.
34. 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.

35. 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).