



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

Case reference	:	LON/00BG/LDC/2025/0893
Property	:	1-24 Armsby House, Stepney Way, London E1 3BQ
Applicant	:	1-24 Armsby House Freehold Ltd
Representative	:	James Gold, sole director of Applicant company
Respondents	:	The residential leaseholders of the Property
Present at hearing	:	James Gold (director of Applicant company), Anna Hallett (leaseholder of Flat 2) and Alam Ali (friend of Spiro Susa, leaseholder of Flat 3)
Type of application	:	Dispensation from compliance with statutory consultation requirements
Tribunal members	:	Judge P Korn Ms J Rodericks MRICS
Date of hearing	:	10 December 2025
Date of decision	:	11 December 2025

DECISION

Description of hearing

This was a video hearing.

Decisions of the tribunal

- (1) The tribunal dispenses unconditionally with those of the consultation requirements not already complied with in respect of the qualifying works comprising intrusive structural testing of 18 concrete balconies, including reviewing the test results and recommending remedial options and implementation of emergency safety measures (see paragraph 2(a) below).
- (2) The tribunal refuses at this stage to dispense with the consultation requirements in respect of any urgent temporary safety works identified as immediately necessary following testing (see paragraph 2(b) below).

The application

1. The Applicant seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 (“**the 1985 Act**”) from full compliance with the consultation requirements imposed on the landlord by section 20 of the 1985 Act in relation to certain qualifying works.
2. The qualifying works which are the subject of this application comprise (a) intrusive structural testing of 18 concrete balconies, including reviewing the test results and recommending remedial options and implementation of emergency safety measures; and (b) any urgent temporary safety works identified as immediately necessary following testing.

Applicant’s case

3. The Applicant seeks dispensation from compliance with the statutory consultation requirements in respect of (a) intrusive structural testing of 18 concrete balconies (estimated cost: £3,360 + VAT based on first quote received), structural engineering fees of £3,000 + VAT incurred to date, further fees to be incurred in reviewing the test results and recommending remedial options of £2,100 + VAT and implementation of emergency safety measures of £495 + VAT and (b) any urgent temporary safety works identified as immediately necessary following testing.
4. The Applicant states that 18 cantilevered concrete balconies constructed in 1952 show advanced structural deterioration with exposed corroding reinforcement. Abbott Holliday Partnership (a firm of Chartered Structural Engineers) inspected the balconies on 19 September 2025 and advised that *“structural deterioration in the form of rusting of the reinforcement and spalling of the concrete has occurred to a number of balconies”*, that while collapse is *“extremely unlikely”* the risk is *“not zero”* and so cannot be disregarded with a view

to the Applicant's safety responsibilities, and also that the concrete is *"near the end of its theoretical design life"*.

5. The Applicant relies on the professional advice of Abbott Holliday Partnership and specifically on their employee Russell Thomas CEng MStructE. In his email dated 2 October 2025, Mr Thomas advises that *"the risk of a delay having significant impact on the structural safety is not zero"* and he recommends proceeding with intrusive testing as soon as possible, noting heightened deterioration risk over the autumn/winter. Interim closures were considered to be adequate only as a short-term measure pending testing and remedial design.
6. From 15 September 2025 the following safety measures were put in place:
 - all 18 balconies closed to residents with "DANGER - DO NOT USE" signage;
 - ground-level exclusion zones established beneath balcony runs; and
 - residents prohibited from gaining balcony access.
7. The Applicant notes that it has duties under the Defective Premises Act, the Occupiers' Liability Acts, the Health & Safety at Work Act 1974 and the Companies Act 2006. It submits that this legislation in aggregate required urgent action on its part to quantify and address the identified risk.
8. When the Applicant made the application for dispensation, Abbott Holliday Partnership was obtaining competitive quotes from three specialist testing contractors. The Applicant notes that going through the full statutory consultation process would add approximately two months before testing could commence. It states that during this period the deterioration would continue unchecked, the risk of sudden failure would remain unquantified, 18 households would remain deprived of balcony access without knowing if this is actually necessary, a public safety risk beneath the balconies would continue, the actual structural adequacy of the balconies is unknown (preventing informed decisions about repairs), the insurance implications remain unclear and property values are affected by the uncertainty.
9. The Applicant goes on to state that Abbott Holliday Partnership cannot quantify the actual risk level without intrusive testing. The testing specification has been professionally determined based on structural necessity. It adds that no responses to a section 20 consultation could affect whether testing is required (because it is unavoidable), what tests are needed (as these are determined by structural requirements) and

how tests should be conducted (as this depends on the technical specification).

10. The Applicant also states that full transparency is being provided, with all reports and specifications shared, and that delaying the works to allow for full statutory consultation would itself give rise to significant prejudice from delay because of the continued loss of balcony use for 18 households, the possible albeit unquantified risk to residents and public, the ongoing deterioration during the consultation period, the inability to plan for repairs or understand the financial implications and uncertainty regarding insurance and property value.
11. The Applicant proposes to address any potential consultation-related prejudice to leaseholders through (a) obtaining competitive quotes from three structural testing specialists recommended by Abbott Holliday Partnership, (b) providing full information including copies of all engineers' reports, test specifications, and quotes received, (c) making a commitment that if any leaseholder obtains a lower quote from an appropriately qualified specialist within 7 days of the tribunal's decision that quote will be accepted and (d) engaging in ongoing communication with leaseholders by providing regular updates on findings and on next steps.
12. By way of clarification the Applicant states that the testing costs represent only the investigation phase. Actual repair costs (once known) will be subject to either full section 20 consultation or a further application for dispensation.
13. In his witness statement Mr Gold summarises the above points, adds more detail as to precise dates, and exhibits various relevant documents including a 'Report On Condition & 10 Year Planned Preventative Maintenance' relating to the Property dated 18th September 2025 and prepared by Paul McCarthy MRICS of MCP Surveyors. The hearing bundle also includes Abbott Holliday Partnership's report on the structural inspection of the Property dated 19th September 2025 plus copy quotations and copy correspondence.

Responses from the Respondents

14. A number of leaseholders have responded in writing to the application.
15. Anna Hallet (Flat 2), Francis Fletcher (Flat 5), Jamirun Chowdhury (Flat 11), Risa Balynas (Flat 14) and Daniel Pettrous-Terzaghian (Flat 23) have made written submissions which are identical or at least very similar to each other. Essentially, they state as follows:

- The leaseholders have not received a proper report with specific details of the risks from Abbott Holliday Partnership (only a letter with some recommendations).
- The brief summary given to them includes the statement that “the risk of a delay having significant impact on the structural safety is not zero” and that Abbott Holliday Partnership “*consider it is extremely unlikely to be severe enough to cause collapse of the balconies*”. They consider this wording to be vague and insufficient as a basis for urgent or costly action.
- What leaseholders require is clarity about what the actual level of risk is, how it was assessed, and over what timeframe it might become critical.
- There is no accompanying schedule or breakdown explaining how the figure for the anticipated cost has been calculated or precisely what works or testing this sum would cover.
- Leaseholders should be given the opportunity to review the proposed works, raise questions, and seek clarification before the matter proceeds.

16. The objections from Syed Ali & Fahmida Choudhury (Flat 4) are different. To summarise, they state as follows:

- Leaseholders were subjected to intense pressure to sign agreements, being told they would not receive payment if they refused.
- The company that originally initiated the contract has since been dissolved, leaving leaseholders in an uncertain and vulnerable position.
- Leaseholders were explicitly told that service charges would not increase. Despite this assurance, charges have risen.
- One hundred shares were secretly allocated to James Gold’s mother without the knowledge or approval of other shareholders.
- A postbox for “17a” has been installed in the hallway for James Gold, even though no such address exists within the Property.

- The leaseholders have twice been denied their right to select a management company. Both Alliance and, more recently, Temphis, were appointed without consultation or approval.
 - A Section 20 notice was issued without first consulting the other freeholders and without providing a clear explanation of the alleged balcony damage it refers to.
17. T Chowdhury (Flat 10) objects to being charged for these works on the ground that Flat 10 does not have a balcony. Shueb Choudhury (Flat 13) and Margaret Pinto (Flat 16) both object on the stated ground that their balcony has no structural or other issue. Emran Hussain (Flat 24) also states that their balcony is structurally sound but also adds that they commissioned their own independent structural report in January 2020 and that the engineer found no evidence of any urgent safety risk.
18. The Applicant's responses to the above objections can be summarised as follows:
- The structural engineer's report was not available at the time of making the application for dispensation but is now included in the hearing bundle.
 - The consequence of a balcony collapse would reasonably foreseeably include serious injury or death. The Applicant has responsibilities to ensure the safety of occupiers and members of the public, and so even an extremely small risk of an event occurring that has severe consequences must be taken seriously.
 - The significance of a "not zero" risk assessment for cantilevered balconies is that a balcony failure could result in sudden collapse with no warning, causing death or serious injury to occupants or passersby. The fact that the engineer considers collapse "extremely unlikely" does not mean that the risk is acceptable – it means that the risk cannot be quantified without testing. Therefore, the only responsible approach is to determine the actual condition through testing as recommended by the engineer. The purpose of this application is to establish the exact nature of the risk by expediting the testing as recommended by the engineer.
 - All three quotes for testing have now been received, and copies are in the hearing bundle. The cheapest testing quote is £1,970 + VAT but the Applicant prefers the proposal from Moorhead Richardson Ltd which is for £2,015 + VAT (a very slightly higher amount) but it includes an interpretative report and physical exposure/measurement of reinforcement bars, neither of which is included in the cheapest quote. Excluding any temporary

propping that might be recommended by the engineer upon receipt of the testing results, the cost per leaseholder will be approximately £380.

- Leaseholders were made aware of potential structural issues with the balconies on 15 September 2025 and were provided with a copy of the application and accompanying evidence on 3 October 2025 alongside an explanatory email setting out why the application was required. Leaseholders were invited to comment and provide details of their own contractor to provide a comparable testing quotation. No comments were received until 27 October 2025. No contractors have been put forward by any leaseholder to date. Had any leaseholder identified any realistic alternative approach or cheaper contractor, that could have been considered. None was proposed, confirming, in the Applicant's submission, the absence of any actual prejudice.
- The full structural report and remaining two contractor quotations were provided to the Respondents on 31 October 2025. At the time of making this statement, no comments have been made by the Respondent in respect of these documents.
- In the decision of the Supreme Court in *Daejan v Benson and others* [2013] UKSC 14, Lord Neuberger at paragraph 46 states that "*the Requirements (i.e. the consultation requirements) are a means to an end, not an end in themselves, and the end to which they are directed is the protection of tenants in relation to service charges.*" Lord Neuberger then states at paragraph 44 that "*the purpose of the Requirements is to ensure that the tenants are protected from (i) paying for inappropriate works or (ii) paying more than would be appropriate.*" The statements in opposition to this application provide no evidence that the works are inappropriate or that the leaseholders would be asked to pay more than would be appropriate.
- The leaseholder of Flat 24 states that they obtained an independent structural report in January 2020 confirming their balcony was structurally sound. In response, the Applicant states that the 2020 report is now nearly six years old, a copy of the report has not been provided, concrete degradation is a progressive condition that worsens over time, Mr Thomas's October 2025 report identified specific concerns at this balcony and the testing is required to determine the current condition, not the condition as it was in 2020.

The hearing

19. Eleven separate leaseholders had requested a hearing, but of these only Anna Hallett (leaseholder of Flat 2) actually attended the hearing. In addition, Alam Ali, who said that he was a friend of Spiro Susa (leaseholder of Flat 3), attended the hearing on Mr Susa's behalf but only with a view to reporting back to Mr Susa on what had been said at the hearing.
20. Prior to the hearing the case officer contacted all of those who had requested a hearing and who had provided a contact telephone number. One of them said that he no longer wished to attend the hearing; the others did not answer and the hearing officer left them a message. The hearing was delayed for 30 minutes in case of late arrivals, but nobody else attended the hearing (either at the start of the delayed hearing or during the course of the hearing).
21. At the hearing Mr Gold summarised the Applicant's case. Ms Hallett in response said that from her perspective the main problem had been poor communication at the beginning. She felt that initial communications from the Applicant had been confusing, had contained insufficient detail and had led her to be concerned that costly works were planned in response to a risk that was virtually non-existent. She also did not realise that this application was confined to the testing stage.
22. Ms Hallett confirmed that having seen the full hearing bundle and heard Mr Gold's explanations she was now much more relaxed about this specific application. Mr Ali asked a few questions, not by way of challenge to the application, as he did not have knowledge of any of the detail, but just so as to enable him to report back to Mr Susa.
23. In relation to the communication of the level of risk, Mr Gold said that the managing agents had a delicate balance to strike as they needed to make it clear that there was a risk of collapse but at the same time they did not want to alarm residents. Mr Gold also referred the tribunal and Ms Hallett and Mr Ali to the truncated consultation process that had been offered and to which there had been no responses from leaseholders.
24. Judge Korn asked Mr Gold why the Applicant had applied for dispensation when in the time between the lodging of the application and the hearing the Applicant could have gone through the statutory consultation process. Mr Gold replied that he had not realised that the application would take so long to deal with. Also, he did not know when making the application that any leaseholders would request an oral hearing.

25. Judge Korn noted that the Applicant had made a commitment that if any leaseholder obtains a lower quote from an appropriately qualified specialist within 7 days of the tribunal's decision that quote will be accepted, but he questioned whether it was prudent for the Applicant to make such a commitment as surely the ultimate decision should be made by the Applicant. Mr Gold acknowledged the point but repeated the condition that it had to be a quote from an appropriately qualified specialist.
26. In relation to the Applicant's request for dispensation in relation to any urgent temporary safety works identified as immediately necessary following testing, Judge Korn told Mr Gold that whilst the tribunal had not yet made its decision there could well be a problem with granting dispensation in respect of unspecified works which were uncosted and unknown and might well not be needed.
27. **The relevant legal provisions**
28. Under Section 20(1) of the 1985 Act, in relation to any qualifying works *"the relevant contributions of tenants are limited ... unless the consultation requirements have been either (a) complied with ... or (b) dispensed with ... by ... the appropriate tribunal"*.
29. Under Section 20ZA(1) of the 1985 Act *"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..., the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements"*.

Tribunal's analysis

30. The Applicant has provided a good and thorough summary of its case and has included suitable supporting documents. Whilst much but not all of the information was available to leaseholders at an early stage, the hearing bundle contains a clear explanation of the issues, detailed reports, three separate quotes and confirmation of the carrying out of a truncated consultation process. As acknowledged by the Applicant, a truncated process does not meet the statutory requirements (in the absence of dispensation) but it is significantly better than nothing and also suggests a willingness to engage with leaseholders.
31. As noted by the Applicant, the leading case in this area is the decision of the Supreme Court in *Daejan v Benson and others [2013] UKSC 14*. In that case, Lord Neuberger made it clear that compliance with the consultation was not an end in itself and that the consultation requirements were there to protect leaseholders from suffering prejudice either because they would otherwise have to pay for inappropriate works or pay more than would be appropriate.

32. Applying this test to the proposed intrusive structural testing of 18 concrete balconies, including reviewing the test results and recommending remedial options and implementation of emergency safety measures (“**the Costed Works**”), the Respondents in our view have been unable to show that the failure to go through a full consultation process has caused them prejudice of the sort envisaged by Lord Neuberger in *Daejan*.
33. The Applicant has obtained three estimates for these works and has given a reasoned analysis as to why it has chosen the one that it has chosen. It has made a commitment, arguably slightly rashly, that if any leaseholder obtains a lower quote from an appropriately qualified specialist within 7 days of the tribunal’s decision then that quote will be accepted. It has provided detailed expert reports which identify the danger of not carrying out the preliminary works until after carrying out a full consultation, and the only expert evidence referred to by the Respondents by way of challenge to the Applicant’s experts’ assessment is an unseen report from an unidentified engineer provided nearly 6 years ago. That challenge is unconvincing. As for the similar challenges by Flat 13 and Flat 16, these are even less convincing as there is no reason to think that the leaseholders of these flats have any relevant expertise which would enable them to make a meaningful assessment of the structural soundness of their respective balconies.
34. Mr Gold accepted with the benefit of hindsight that it might have been quicker to comply fully with the consultation requirements than to seek dispensation, but (a) that does not make the decision to seek dispensation irrational at the time it was made and (b) in any event, the test remains whether the failure fully to consult has caused leaseholders prejudice of the sort identified in *Daejan*.
35. The objections from the leaseholders of Flat 4, even if accurate, are mostly irrelevant to the narrow issue of whether dispensation from full compliance with the statutory consultation requirements should be granted. Arguably the leaseholders of Flat 4 make one relevant point but this has been comfortably dealt with by the Applicant.
36. Flat 10’s objection on the ground that Flat 10 has no balcony is misconceived. The issue in this case is simply whether the failure to go through the full statutory consultation process should prevent the Applicant from recovering the full cost of chargeable items through the service charge (or whether it should only be entitled to recover the full cost subject to specified conditions).
37. Accordingly, in relation to the Costed Works we are satisfied that it is appropriate to dispense with the requirement to comply with the statutory consultation requirements. It needs to be added that, as identified by *Daejan*, it is possible to grant dispensation but only to do so on certain conditions. However, in the present case none of the

Respondents have identified any conditions that they wish to be imposed on the Applicant, even if we were to consider it appropriate to do so. In any event, we do not consider that it is necessary or appropriate to impose any conditions in this case, especially as the Applicant has unilaterally taken on some relevant conditions for the benefit of leaseholders.

38. In relation to any urgent temporary safety works identified as immediately necessary following testing, we do not consider it appropriate to grant dispensation at this stage. As was pointed out to Mr Gold at the hearing, these works are unspecified works which are uncosted and unknown and might well not be needed at all. The tribunal cannot properly give blanket dispensation in respect of something so unknown simply in reliance on an assumption that the Applicant will act reasonably and sensibly, and it cannot know whether in such a scenario the leaseholders will suffer prejudice. Therefore, in relation to these unknown possible future works, dispensation is refused.
39. It should be noted that this determination is confined to the issue of consultation and does not constitute a decision on the reasonableness of the cost of any of the works.

Costs

40. There have been no cost applications.

Name: Judge P Korn

Date: 11 December 2025

RIGHTS OF APPEAL

- A. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) a written application for permission must be made to the First-tier Tribunal at the regional office dealing with the case.
- B. 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.
- C. If the application is not made within the 28 day time limit, such application must include a request for extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- D. 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.