



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/32UG/LDC/2025/0630

Property : 1-15 St. John's Court, Brewery Hill,
Grantham, Lincolnshire NG31 6DN

Applicant : Southern Land Securities Ltd

Representative : Together Property Management

Respondents : Listed in the Schedule hereto

Type of Application : Landlord & Tenant Act 1985 – Section
20ZA

Tribunal Members : Judge Colin Green
Susan Latham MRICS

Date and venue : Paper Determination

Date of Decision : 16 July 2025

DECISION

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DECISION

- (1) Pursuant to section 20ZA of the Landlord and Tenant Act 1985, the Tribunal grants dispensation from the consultation requirements of the Service Charges (Consultation Requirements) (England) Regulations 2003 in respect of the works carried out pursuant to Spectrum's quotation of 22 April 2025 to the extent that such works affect service charge liability under the Respondents' leases.**
- (2) In granting dispensation, the Tribunal makes no determination as to whether any service charge costs are payable or were reasonably incurred, whether the works were carried out to a reasonable standard, or were reasonable in amount.**

REASONS

Background

1. The property St. John's Court, Brewery Hill, Grantham, Lincolnshire is divided into two blocks with surrounding land. 1-9, constructed some twenty years ago, is a purpose-built block of flats built over ground with two upper floors consisting of nine self-contained flats all accessed through one central stairwell. Block 10-15 was originally constructed towards the end of the nineteenth century but converted into five flats at the same time as block 1-9.
2. The Applicant is the current freeholder of the development and the Respondents listed in the Schedule are the current lease owners. The Applicant's managing agent is Together Property Management.
3. A sample lease for flat 1 has been provided, dated 4 December 1992 for a term of 999 years from 4 December 1992, which contains provisions for payment of a service charge, in varying shares depending on the location of work carried out by the landlord. It is assumed that in all material respects the leases of the other fourteen flats are in the same terms save that the service charge shares payable under the leases of flats 10 to 15 will differ.

Consultation

4. Section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 contain provisions that require a consultation process to be followed in respect of, amongst other things, “qualifying works”, that is, works in respect of which each tenant will have to contribute more than £250.00 by way of service charge. In a case such as the present the details concerning, and timetable for, the relevant consultation process in respect of such works is contained in Part 2 of Schedule 4 to the 2003 Regulations, which include a provision that after service on the initial notice of intention the landlord must obtain at least two quotes for the work, irrespective of whether the tenants have nominated contractors, and for a consultation process to be observed before a final determination of the contractor to carry out the work. Failure to observe the consultation requirements will limit each tenant’s liability to contribute to the cost of the qualifying works to the sum of £250.00, but under section 20ZA of the 1985 Act the tribunal is empowered to dispense with all or any of the consultation requirements, subject to such terms as are considered appropriate.

Qualifying works

5. A major issue arose at the development concerning the condition of the boundary wall, which was showing signs of potential collapse. The Applicant claims that the repair works to the wall constitute a service charge expense to be met by each of the fifteen flats. For the purpose of this application, and without deciding the point, the Tribunal will assume this is correct. The contractor’s initial estimate for the work was of an amount such that the above consultation requirements would not be engaged, and it was instructed to proceed. Once works to the boundary wall commenced however, photos were taken and the surveyor advised that the cracked rendering could present a health and safety risk. As a result, the surveyor recommended that the render be removed, resulting in an increase in the cost of the work which would take it within the consultation threshold. There is a quotation from Spectrum of 22 April 2025 to hack off all of the render and dispose on site, allow for a total of 4 SqM of brickwork repairs to the brick behind the defective render, and following the repairs to redecorate the boundary wall using 2no coats of

external breathable masonry paint, at a total cost of £5,553.46 inclusive of VAT.

6. The leaseholders were informed of the position by an email of 9 May 2025 from Gail Cameron, the major works administrator of the managing agents, and that in the light of the health and safety concerns the work would go ahead. It was stated that due to the increased cost and requirements of the consultation provisions it was proposed that an application would be made to dispense with the those requirements.

Application

7. By an application dated 9 May 2025 the Applicant applied to the Tribunal for dispensation under s. 20ZA. Although paragraph 4b of the Tribunal's directions of 11 June required the Applicant to serve a statement of case this was not done, but copies of the application form and a statement from Ms. Cameron dated 16 June, with attached documents, have been served and the Tribunal considers that a statement of case would not have added anything of substance to that material.
8. There has been no response to the application, nor any other communication to the Tribunal, from any of the Respondents.
9. The Applicant has indicated that it is prepared for the application to be determined on the papers without an oral hearing, and it was listed to be determined on that basis. The panel members considered the point afresh and concluded that these are suitable proceedings to be determined without a hearing. On 15 June they convened via Microsoft Teams to make their determination.

Determination

10. For the purpose of determining the application, the Tribunal will proceed on the basis, without deciding the issue, that the above works fall within the scope of the service charge provisions of the leases and therefore that all or

part of the cost of the works described above is in principle recoverable by the Applicant from the Respondents by way of service charge.

11. The leading decision concerning dispensation is that of the Supreme Court in *Daejan Investments v. Benson* [2013] UKSC 14. According to the guidelines in that case concerning how to approach the issue of dispensation, in the first instance it is for the tenants to identify how they will be prejudiced by a failure to follow the consultation provisions and for the landlord to then address those concerns and establish that it is reasonable to grant dispensation, on terms if appropriate. As mentioned above however, there has been no response from any of the Respondents, so no case of prejudice has been raised. In addition, although strictly speaking the silence of the Respondents does not amount to consent, the absence of dissent or any objection to the application is something to which the Tribunal should give suitable weight.
12. In the light of the above, the Tribunal considers it appropriate to dispense with the consultation provisions in respect of the works carried out pursuant to Spectrum's quotation of 22 April 2025 to the extent that such works affect service charge liability under the Respondents' leases. It is not considered necessary to impose any conditions.
13. In granting dispensation, and as mentioned in paragraph 10 above, the Tribunal is making no determination as to whether any service charge costs are payable or were reasonably incurred, whether the works were carried out to a reasonable standard, or were reasonable in amount. Such matters remain capable of challenge under s. 27A of the 1985 Act.

Dated this 16th day of July 2025

Colin Green (Chairman)

Schedule

| Name | Address | Unit |
|---|---|--------------------------------|
| Mr Cameron A McConchie | 1 St. John's Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 1 Ground Floor |
| Mr Darryl R Needham | 10 Somerby Grove, Grantham, Lincolnshire, NG31 7HR | Flat 2 Ground Floor |
| Miss Sharon Willows | 3 St. John's Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 3 Ground Floor |
| Mr Mark A Galt | 1 Redland Road, Oakham, Rutland, LE15 6PH | Flat 4 First Floor |
| Mr Anthony Herrick | 5 St. John's Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 5 First Floor |
| Mr Harry T Warne | 6 St John's Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 6 First Floor |
| Ms Jane Herrick | Millpool Cottage, Hougham, Lincolnshire, NG32 2HZ | Flat 7 Second Floor |
| Dr Andrew G Taylor & Mrs Ionela Taylor | 8 St Johns Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 8 Second Floor |
| Miss Emma Fairbrother | 9 St John's Court, Brewery Hill, Grantham, Lincolnshire, United Kingdom, NG31 6DN | Flat 9 Second Floor |
| Fuyuki Investment & Development Company Limited | The Coach House, Chapel Lane, Scarrington, Notts, NG13 9BX | Flat 10 Ground Floor |
| Mr Daren A Pentecost & Mrs Lucie A Pentecost | 29 Bayview Road, Peacehaven, East Sussex, BN10 8QD | Flat 11 Ground Floor |
| Mr Mark S Blades | Flat 12, 10-15 St. John's Court, Brewery Hill, Grantham, Lincolnshire, NG31 6DN | Flat 12 First Floor |
| Miss J Payne | 12 Westborough Lane, Long Bennington, Newark, NG23 5HD | Flat 14 First Floor |
| NACRO | 5th Floor, Edmund House, 12-22 Newall Street, Birmingham, B3 3EW | Flat 15 Second Floor, NG31 6DN |