



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference	:	MAN/OOCG/LDC/2024/0625
Property	:	West Point, 58 West Street, Sheffield, S1 4EZ
Applicant	:	West Point One Management Company Limited
Applicant's Representative	:	Trinity (Estates) Property Management Limited
Respondents	:	The Residential Long Leaseholders (see Annex)
Type of Application	:	Landlord & Tenant Act 1985 – s 20ZA
Tribunal Members		Judge Richard Dobson Mason LLB Miss Jessica O'Hare MRICS
Type and Venue of the Hearing		Determined on the papers without a hearing
Date of Decision	:	2 October 2025

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DECISION

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- (1) The Tribunal unconditionally grants the Applicant's application for dispensation under s 20ZA Landlord and Tenant Act 1985 from the consultation requirements contained in s 20 thereof, in relation to the fire safety remedial works, specifically the repair and reinstatement of the Automatic Opening Vent system and temporary implementation of a 24-hour Waking Watch fire marshal service, carried out by the Applicant to the property at West Point, 58 West Street, Sheffield, S1 4EZ.

## REASONS

### Background

1. The Application relates to West Point, 58 West Street, Sheffield, S1 4EZ (*"the Property"*).
2. The Property was not inspected by the Tribunal, but the Applicant describes it as a development comprising 1 residential block of 58 apartments with one core staircase and one fire-fighting lift.
3. The Applicant is West Point One Management Company who brings the application (*"the Application"*). The Applicant is represented by Trinity (Estates) Property Management Limited.
4. The Respondents are the long leaseholders of the 58 residential apartments (*"the Apartments"*) within the Property.

### The application

5. On 18 December 2024, the Applicant made the Application under s 20ZA Landlord and Tenant Act 1985 (*"the Act"*) to dispense with the consultation requirements of s 20 of the Act, as set out in The Service Charges (Consultation Requirements) (England) Regulations 2003 (*"the Consultation Requirements"*).
6. The Application seeks retrospective dispensation in respect of the following works (*"the Works"*): -
  - a. The repair and reinstatement of the Property's Automatic Vent Opening system (*"the AOV system"*).
  - b. The temporary implementation of a 24-hour Waking Watch fire marshal service (*"the Waking Watch"*).

#### Directions

7. Directions were made by a Legal Officer on 18 June 2025 (*"the Directions"*) requiring sequential filing and service of the parties' statements of case and evidence in support.

#### The hearing

8. The Application was determined on the papers on 2 October 2025. Rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 permits a case to be dealt with in this manner provided that the parties consent to, or do not oppose it within the requisite timescale.
9. The Applicant, in the Application, requested a paper determination, which was ordered by paragraph 7 of the Directions.
10. The parties were notified, by paragraph 3 of the Directions, that unless any party informed the Tribunal within 42 days from the date of the Directions that they

required an oral hearing, the matter would be resolved by way of written representations. No objections / requests for an oral hearing were received from the parties within that timescale.

### The Applicant's case

11. The Applicant filed and served an undated statement of case in support of the Application setting out, in summary, the following: -
  - a. On 18 April 2024, South Yorkshire Fire and Rescue ("SYFR") attended the Property to inspect it and carry out a fire safety audit.
  - b. During the inspection, SYFR identified critical faults with the AOV system, in that 3 AOV units located across multiple floors were non-functional.
  - c. Due to the above, the ability of the AOV system to provide effective smoke control and protect the escape route in the event of a fire was significantly compromised.
  - d. SYFR informed the Applicant that the Property was at immediate risk of enforcement via a Prohibition Notice, which would have required the full decanting of the residents of the Property, unless the AOV system was restored to full working order that day.
  - e. The above was not possible, so the Applicant, by its representative, implemented the Waking Watch with immediate effect to ensure life safety.
  - f. The AOV system required significant component replacement due to its age and condition.
  - g. Accordingly, the Waking Watch remained in place until 2 May 2024, when the AOV system was fully repaired and certified as operationally compliant.

- h. The Works were urgent and unplanned and provided no opportunity to follow the Consultation Requirements.
- i. In any event, delaying the Works to carry out consultation would have extended the Waking Watch period, leading to avoidable safety risks and an estimated additional cost exceeding £70,000.
- j. As a result of the above, there was no prejudice to the leaseholders, and it is therefore reasonable to dispense with the Consultation Requirements.

#### The Respondents' case

- 12. The Tribunal received no responses to the Application from the Respondents.

#### Issues

- 13. The issue to be decided is whether it is reasonable to dispense with the Consultation Requirements and, if so, whether any conditions should be imposed.

#### The law

- 14. The Works are "qualifying works" for the purposes of s 20ZA(2) of the Act and therefore the Consultation Requirements are engaged.
- 15. A failure to adhere to the Consultation Requirements limits each qualifying tenant's contribution to the costs of the Works to £250 per service charge year unless dispensation is granted by the Tribunal.
- 16. S 20ZA(1) of the Act provides: -

*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 or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.*

17. In *Daejan Investments Ltd v Benson* [2013] UKSC 14 ("Daejan"), the Supreme Court considered the proper approach to an application for dispensation under s.20ZA, noting that: -
  - a. The purpose of the Consultation Requirements is to ensure that tenants are protected from paying for inappropriate works or paying more than would be appropriate for them.
  - b. On that basis, the Tribunal should focus on the extent to which tenants were relevantly prejudiced in either respect by the failure of the landlord to comply with the Consultation Requirements.
  - c. The Tribunal has the power to grant dispensation on such terms as it thinks fit, provided that such terms are appropriate in their nature and effect, including in relation to the recoverability cost of the works and / or the parties' costs incurred in connection with the application for dispensation.
  - d. However, where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the Consultation Requirements, unconditional dispensation should normally be granted.
  - e. The only disadvantage of which a tenant may legitimately complain is one which they would not have suffered if the Consultation Requirements had been fully complied with but which they would suffer if unconditional dispensation were granted.
  - f. Although the legal burden of proof would be, and would remain, on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered would be on the tenants.

- g. Given that the landlord will have failed to comply with Consultation Requirements, and the Tribunal is having to undertake the exercise of reconstructing what would have happened, it may view the tenant's arguments sympathetically, for instance resolving in their favour any doubts as to whether the works would have costs less, or that some of the works would not have been carried out or would have been carried out in a different way. The more egregious the landlord's failure, the more readily the Tribunal would be likely to accept that tenants had suffered prejudice.
- h. The tenants' complaint will normally be that they have not had the opportunity to make representations about the works. Accordingly, the tenants have an obligation to identify what they would have said.
- i. Once the tenants have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
- j. Save where the expenditure is self-evidently unreasonable, it would be for the landlord to show that any costs of investigating relevant prejudice incurred by the tenants were unreasonably incurred before it could avoid being required to repay them as a term of dispensation being granted.

## Determination

- 18. The only issue for the Tribunal to consider under s 20ZA is whether it is reasonable to dispense with the consultation requirements.
- 19. As set out above, the purpose of the Consultation Requirements is to ensure that tenants are protected from paying for inappropriate works or paying more than would be appropriate for them.

20. The Tribunal must consider therefore whether the Respondents were 'relevantly prejudiced' by the failure to consult, and bear in mind the considerations set out above in Daejan.
21. The Application is unopposed by the Respondents.
22. The Tribunal is satisfied that the Works were necessary and urgent, considering that they related to an intervention by SYFR, who threatened closure of the Property and the decanting of the residents, and the fire safety at the Property, and that such urgent action minimised those safety risks and the potential cost of the Waking Watch.
23. The Tribunal finds that no 'relevant prejudice' occasioned by the Applicant's failure to comply with the Consultation Requirements has been shown, and no evidence that the extent, quality and cost of the works were affected by that failure has been satisfactorily adduced.
24. In view of the above, the Tribunal is satisfied that it is reasonable to grant the Application without any conditions.
25. This determination does not affect the Respondents' right to apply to the Tribunal to determine the payability of the cost of the Works under the terms of the lease, or the reasonableness of the Works in terms of quality or amount, pursuant to s 27A of the Act.

Judge Richard M. Dobson-Mason

2 October 2025

## ANNEX A

### List of Respondents

Mr David Charles Smith	1 West Point 33 Trippet Lane
Mr Matthew James Hill	2 West Point 33 Trippet Lane
Mr Austin J McIntosh	3 West Point 33 Trippet Lane
Mr Tancredi De Caro	4 West Point 33 Trippet Lane
Ms L McLaren	5 West Point 33 Trippet Lane
Mrs Fei Xu	6 West Point 33 Trippet Lane
Mr Ian L O Barnes & Mrs Mary J Barnes	7 West Point 33 Trippet Lane
Mr Osman Shabir	8 West Point 33 Trippet Lane
Mr MA Widdop	9 West Point 33 Trippet Lane
Mrs Lin Zhao	10 West Point 33 Trippet Lane
Miss Natalie Ali Johnson	11 West Point 33 Trippet Lane
Mr Conor Fields	12 West Point 33 Trippet Lane
Mr WWK Chung & Mr S W H Chung	14 West Point 33 Trippet Lane
Mrs B Haynes	15 West Point 33 Trippet Lane
Mr Luc De To	16 West Point 33 Trippet Lane
Mr Ryan A Owen	17 West Point 33 Trippet Lane
Mrs Elaine Bartlett	1 West Point 35 Trippet Lane
Mr Timea Papai	2 West Point 35 Trippet Lane
Han Investments Limited	3 West Point 35 Trippet Lane
Mr Stephen F O'Hara & Mrs Moya O'Hara	4 West Point 35 Trippet Lane
Mr PD Tunstall	5 West Point 35 Trippet Lane
Mr JK Lewis & Mrs CEM Lewis	6 West Point 35 Trippet Lane
Mr G Roberts	7 West Point 35 Trippet Lane
Cultural Living Group Limited c/o Professor Siddiqui	8 West Point 35 Trippet Lane
Mrs V Wright	9 West Point 35 Trippet Lane
Mr Miller & Mrs Miller	10 West Point 35 Trippet Lane
Mr Luke R Hudson	11 West Point 35 Trippet Lane
Ms Stephanie D Rudd	12 West Point 35 Trippet Lane
Mr Elliott J Buck	14 West Point 35 Trippet Lane
Mr Daniel M Blake & Mr Joshua D Fedder	15 West Point 35 Trippet Lane
Ms Sofia Mitrovic	1 West Point 58 West Street
Mr Stuart Bywater	2 West Point 58 West Street
Mr Joshua Harrison	3 West Point 58 West Street
Mr Richard S W Butterworth & Ms Jinda Arnesen	4 West Point 58 West Street

Ms J Sinclair & Ms A Sinclair	5 West Point 58 West Street
Mr M Cuevas-Nunez	6 West Point 58 West Street
Mr Mark Roberts & Mrs Josephine L Roberts	7 West Point 58 West Street
Chisel Hill Limited	8 West Point 58 West Street
Mr Andrew Mellon	9 West Point 58 West Street
Mr RRK Mehra & Mrs SR Mehra	10 West Point 58 West Street
Mr Phillip Subramanian	11 West Point 58 West Street
Mr IC Winterburn & Mrs Georgina Winterburn	12 West Point 58 West Street
Ms Thankamma Chacko	14 West Point 58 West Street
Ms Hui Zeng	15 West Point 58 West Street
Mr Tojo Jos & Ms Sheeba Tojo	16 West Point 58 West Street
Mr Robert Patrick Emile Voss	17 West Point 58 West Street
Mr Awaludin Mohamed Yusoff	18 West Point 58 West Street
Mr Dwaine T Wilson	19 West Point 58 West Street
Mr Mohammed A O Fakhroo	20 West Point 58 West Street
Mr AB Sherman & Mrs KI Sherman	21 West Point 58 West Street
Mr Jiawei Li & Ms Liyi Tong	22 West Point 58 West Street
Mr Jorge Gois	23 West Point 58 West Street
Mr SS Gill & Mrs A K Badyal	24 West Point 58 West Street
Miss Masoumeh Amiri	25 West Point 58 West Street
Mr Gal Bloch	26 West Point 58 West Street
Ms N Holmes	27 West Point 58 West Street
Mr Yiu Lee & Ms Pik Kuen Jessie Wong	28 West Point 58 West Street
Mr Coward & Ms Weymouth	29 West Point 58 West Street
Mrs Angee Backshall	30 West Point 58 West Street
Mr D Gallagher	31 West Point 58 West Street
Mr Chadwick & Mrs Chadwick	32 West Point 58 West Street
Mr Gal Bloch	33 West Point 58 West Street
Mr George L Vaughton	34 West Point 58 West Street
Mr S Turner	Apt 35 58 West Street
Mr Mark Smith	Apt 36 58 West Street
Mr A Fenton	Apt 37 58 West Street
Mr P Sharma & Oma Shankar	Apt 38 58 West Street
Dr Sheila M Sharpe	Apt 39 58 West Street
Miss P Bhargava	Apt 40 58 West Street
Mr John E Power	Apt 41 58 West Street
Mr J Matthew & Mr T Matthew	Apt 42 58 West Street
Clair Louise Bott	Apt 43 58 West Street
Mr P Sharma	Apt 44 58 West Street

Mr ND Thakrar	Apt 45 58 West Street
Ms Cara M Corden	Apt 46 58 West Street
Mr Jaihui Si	Apt 47 58 West Street
Mr Donald John Martin & Mrs Celia Mary Martin	Apt 48 58 West Street
Igloo Real Estates Ltd	Apt 49 58 West Street
Mr Levi Adebola Soetan	Apt 50 58 West Street
Mr Sotirios Giannetopoulos	Apt 51 58 West Street
Allied Media Properties Ltd	Apt 52 58 West Street
Mr King Hang Leung & Mrs Kar-Cin Ling	Apt 53 58 West Street
Mr Scott James Rochester	Apt 54 58 West Street
Mr Gillott & Mrs Gillott	Apt 55 58 West Street
Mr Martin I C Taylor & Ms Natalie F Rowett	Apt 56 58 West Street
Mrs Amy Fieldhouse	Apt 57 58 West Street
Mr Yi Wan	Apt 58 58 West Street
Leman Holding Limited	A3