



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

Case Reference : **CAM/38UE/LDC/2025/0690**

**HMCTS code
(paper, video, audio)** : **P: PAPERREMOTE**

Property : **Flats 1-9 Elms Place, 8 Elms Road,
Oxford OX2 9JZ**

Applicant : **Long Term Reversions (Harrogate)
Limited**

Representative : **Warwick Estates Property
Management Limited**

Respondents : **The leaseholders of flats 1-9**

Type of application : **For dispensation from consultation
requirements - Section 20ZA of the
Landlord and Tenant Act 1985**

Tribunal member : **Regional Judge Wayte**

Date of decision : **8 January 2026**

DECISION

The tribunal's decision

1. Long Term Reversions (Harrogate) Limited are substituted as the Applicant.

2. The tribunal determines under section 20ZA of the Landlord and Tenant Act 1985 to dispense with all the consultation requirements in relation to the works described in the application form, namely works to remove and store solar panels from the roof to investigate the ongoing roof leak into Flat 7.

The application

1. Warwick Estates Property Management Limited applied for dispensation from the statutory consultation requirements in respect of qualifying works to remove and store solar panels from the roof to investigate the ongoing roof leak into Flat 7. They were recorded as the Applicant by the Legal Officer who drafted the directions. Although they described themselves as the Applicant, they are of course acting as agent for the landlord, Long Term Reversions (Harrogate) Limited and I have therefore substituted the landlord as the applicant in accordance with rule 10 of the Tribunal Procedure Rules 2013.
2. There was a short delay in dealing with the matter as I requested a copy of the lease for Flat 7, to see whether there were any specific provisions about the solar panels, said to serve only that flat. The lease contained no mention at all of the panels. The agent confirmed in an email to the tribunal dated 17 December 2025 that as far as they were aware, the panels were installed as part of the original build. The panels had been installed on the communal roof structure and needed to be removed in order for the landlord to carry out any repairs necessary.
3. The relevant contributions of the Respondents through the service charge towards the costs of these works would potentially be limited to a fixed sum unless the statutory consultation requirements, prescribed by section 20 of the Landlord and Tenant Act 1985 (the “**1985 Act**”) and the Service Charges (Consultation etc) (England) Regulations 2003:
 - (i) were complied with; or
 - (ii) are dispensed with by the tribunal.
4. The Applicant seeks a determination from the tribunal, under section 20ZA of the 1985 Act, to dispense with the consultation requirements. The tribunal has jurisdiction to grant such dispensation if satisfied that it is reasonable to do so.
5. In this application, the only issue for the tribunal is whether it is satisfied that it is reasonable to dispense with the consultation requirements. **This application does not concern the issue of whether any service charge costs of the relevant works will be reasonable or payable, or what proportion is payable.**

The property, the parties and the leases

6. The application form provided in the bundle was blank, however the property appears to be newly constructed in or about 2019 and consist of 9 flats.

7. The bundle contained a copy of the lease for Flat 3 and the lease for Flat 7 was also provided as set out above. The definition of “service installations” would appear to include the solar panels as “conducting media” and Part I of the First Schedule clearly included within the definition of the Flat any service installations solely serving the premises. That same section excluded all parts of the structure and the roofs (other than the interior linings and surface finish) from the definition of the Flat.
8. Part III of the First Schedule gives the landlord the right to “enter” the Flat for the purpose of carrying out repairs to the any other part of the Estate, making good all damage caused. In the absence of any specific clauses covering the panels, this would appear to provide authorisation for the works proposed to remove and store the panels, pending the repair works being carried out. For the avoidance of doubt, the lease contains a covenant on the part of the landlord to keep in good and substantial repair the Retained Parts. The Estate is defined as the development known as Elms Place and the Retained Parts as those parts of the Estate not included in any demise.

Procedural history

9. On 5 November 2025, the tribunal gave case management directions. The directions included a reply form for any Respondent leaseholder who objected to the application to return to the tribunal and the Applicant by 26 November 2025, indicating whether they wished to have an oral hearing. The directions provided that this matter would be determined on or after 17 December 2025 based on the documents, without a hearing, unless any party requested one.
10. No leaseholder has responded and no party has requested an oral hearing. Accordingly, this determination is based on the documents produced by the Applicant in their bundle and the copy lease for Flat 7. On reviewing these documents, I considered that an inspection of the Property was neither necessary nor proportionate to the issues to be determined and that a hearing was not necessary.

The Applicant’s case

11. Although they confirmed that no formal replies had been received to the application, the Applicant’s bundle included a copy of a group chain email in respect of the cost of the works and possible alternative storage solutions. In particular, the leaseholders of Flat 7 agreed to be responsible for the storage of their panels to reduce the overall costs. That appeared to minimise any conflict, although of course it is not directly relevant to the application for dispensation itself. Given this concession, it is not clear what the cost of the works will be, although the agents had agreed to obtain some new quotes and revert to the leaseholders in due course.

The Respondents' position

12. As noted above, the directions provided for any Respondent who wished to oppose the application for dispensation to complete the reply form attached to the directions and send it to the tribunal and the Applicant. The tribunal has not received any response or statement of case opposing the application, or comments on the Applicant's statements in the application form. In the circumstances, the tribunal concluded that the application was unopposed.

The tribunal's decision

13. In the circumstances, based on the information provided by the Applicant (as summarised above), I am satisfied that it is reasonable to dispense with the statutory consultation requirements in relation to the relevant works.
14. **As noted above, this decision does not determine whether the cost of these works was reasonable or payable under the leases, or what proportion is payable under the lease(s), only whether the consultation requirements should be dispensed with in respect of them.**
15. There was no application to the tribunal for an order under section 20C of the 1985 Act.

Name: Judge Wayte

Date: 8 January 2026

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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

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.

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).