



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

Case Reference	: LON/ooAN/LDC/2025/0847
Property	: 835 Fulham Road London SW6 5HQ
Applicant	: London and Surrey Property Holdings Ltd
Representative	: Ece Ozturk of D & GBM
Respondents	: The 4 residential leaseholders of 835 Fulham Road London SW6 5HQ
Representative	: Not Known
Type of Application	: An application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation from consultation prior to carrying out works
Tribunal Member	: Valuer Chairman Ian B Holdsworth FRICS
Date and venue of Hearing	: Remote hearing on 13 January 2026
Date of Decision	: 13 January 2026

DECISION

Decisions of the Tribunal

The Tribunal determines that retrospective dispensation should be given from the consultation requirements in respect of the specific works undertaken to repair the main roof to the building, (defined as the “Roof Works”) at 835 Fulham Road London SW6 5HQ as required under s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) for the reasons set out below.

The application

1. The Applicant seeks a determination pursuant to s.20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) to retrospectively dispense with the statutory consultation requirements associated with carrying out necessary and essential roof repair works, “**the Roof Works**”, to 835 Fulham Road London SW6 5HQ “**the property**”.
2. An application was received by the First-tier Tribunal dated 1 September 2025 seeking dispensation from the consultation requirements. Directions were issued on 21 November 2025 to the Applicant. These Directions required the Applicant to advise all Respondents of the application and provide them with details of the completed works.
3. The relevant legal provisions are set out in the Appendix to this decision.

The hearing

4. This matter was determined by written submissions. The Applicant provided a poorly organised and restricted bundle of materials to the Tribunal.
5. No submissions are received from the Respondents.

The background

6. The property which is the subject of this application is a four-storey mid terraced property with commercial premises at ground floor with four self-contained flats. Above. The Tribunal are told this mid terraced property is built of brickwork beneath a part flat roof with parapet walls.
7. D+GBM the Applicants representative and managing agent, explain in their Statement of Case that upper floor flats suffered water ingress due

to a defective roof and it was necessary to undertake urgent repair. The total cost of the repair works is £10,818.00 including VAT.

8. The water ingress was reported early in 2025, and the managing agents instructed two contractors to inspect the roof covering and the brick upstand parapets. The Tribunal are told the contractor reports confirmed a defective roof covering.
9. The Statement of Case confirms that due to the concern about the safety of the residents should the repair be delayed a contractor was instructed by the managing agent to undertake the roof works prior to any further consultation. The quotation from D G Roofing is dated 14 February 2025 but it is not known when the Roof Works were carried out.
10. The managing agent obtained two quotes for the work, but the only quotation submitted in the bundle is that provided by D G Roofing at a cost of £10,818.00 inclusive of VAT {Quote No 302501 dated 14/02/25}. It is not known if the price submitted by D G Roofing contractor was the lowest of the two received for the specified work. No details of the two contractor reports, quotes received, specification of repairs and the final agreed cost of the works is contained in the Applicants submission.
11. The Applicant contends that the repairs were needed urgently for the following reasons:
 - Rainwater was penetrating the upper floors. This posed a health and safety risk to the building occupiers;
 - Any delay in rectifying the rainwater leak would have led to further damage to the building and potentially increased costs; and
 - Further delay would have increased the probability of consequential damage.
11. This determination relies upon a bundle of papers which includes the application, the Directions, a brief Statement of Case, a copy of the quotation from D G Roofing contractors, a copy letter to leaseholders that advises of the completed works and copy of a specimen lease.
13. The only issue for the tribunal to consider is whether or not it is reasonable to dispense with the statutory consultation requirements in respect of the Roof Works. **This application does not concern the issue of whether any service charge costs are reasonable or payable.**

The determination

14. The relevant legislation is appended at Appendix A.
15. The tribunal have considered the papers lodged. There is no objection raised by the Respondents, either together or singularly.
16. There was a demonstrated need to carry out the works urgently to prevent penetrating water through the failed roof covering. Also, an early start on the works was likely to mitigate the extent of damage to the building and the eventual remedial works costs.
17. It is for these reasons the tribunal is satisfied it is appropriate to retrospectively dispense with the consultation requirements for the Roof Works.
18. **It is the Applicant's responsibility to serve a copy of the Tribunal's decision on all Respondent leaseholders listed on the Application.**
19. **This decision does not affect the right of the Respondents to challenge the costs, payability or the standard of work should they so wish.**

Valuer Chairman: Ian B Holdsworth

Date: 13 January 2026

Appendix of relevant legislation

Section 20 of the Act

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from) a leasehold valuation tribunal.
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long-term agreement—
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed

the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

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).