



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

Case Reference : **CAM/22UN/LDC/2025/0660**

Property : **1-5 Clifton Court, Th Parade, Walton on the Naze, Essex, CO14 8EX**

Applicant (Landlord & Freeholder) & Freeholder) : **Estates & Management Limited**
Representatives : **Warwick Estates**

Respondents : **The Leaseholders of Dwellings at the Property**
Mr C A Greenfield **Flat 1**
Mr D H and Mrs W K Williams **Flat 2**
Ms L J Palfrey **Flat 3**
Mr M R Skinner **Flat 4**
Mr M and Mrs J E Ezekiel **Flat 5**

Type of Application : **To dispense with the consultation requirements referred to in Section 20 of the Landlord and Tenant Act 1985 pursuant to Section 20ZA**

Tribunal : **Judge JR Morris**

Date of Application : **5 August 2025**
Date of Directions : **5 September 2025**
Date of Decision : **12 November 2025**

DECISION

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Decision

1. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).

2. The Applicant or its Representative shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to the Leaseholders.

Reasons

The Application

3. On 5 August 2025 the Applicant's Representative, who is the Applicant's Managing Agent, applied for retrospective dispensation from the statutory consultation requirements in respect of qualifying works which were to replace the fire alarm system at the Property.
4. The Property is a purpose built three storey block of five self-contained flats constructed around 2000.
5. The estimate for the works was £1,803.91 including VAT which apportioned between 4 flats exceeded the threshold of £250.00 for which the consultation procedure under section 20 of the Landlord and Tenant Act 1985 or dispensation from the procedure was required.
6. Directions were issued on 5 September 2025 which stated that the Application would be determined on or after 17 October 2025 based on written representations and without an inspection, unless either party made a request for an oral hearing by 26 October 2025. No request was received.
7. The Directions required the Applicant's Representative by 15 September 2025 to:
 - a) Send to each of the Respondent Leaseholders, by hand delivery, or first-class post (and by email, if practicable) copies of:
 - i. The application form (without any list of leaseholders' names and addresses);
 - ii. The Directions;
 - iii. A clear concise description of the relevant works for which dispensation is sought;
 - iv. An estimate of the cost of the relevant works including any professional fees and VAT; and
 - v. Any other evidence relied upon; and
 - b) File with the tribunal a letter confirming this had been done and stating the dates on which this was done.
8. The Applicant provided copies of the letter and documents sent in compliance of this Direction which were dated 10 October 2025.
9. If the Respondent Leaseholders wished to oppose the Application, the Directions required them to do so via an attached reply form by 26 September to be sent to the Tribunal and to send a statement in response to the Application to the

Applicant's Representatives. No forms or representations were received from the Respondent Leaseholders.

The Law

10. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
11. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations are summarised in Annex 2 of this Decision and Reasons.
12. Section 20ZA allows a Landlord to seek dispensation from these requirements, as set out in Annex 2 of this Decision and Reasons and this is an Application for such dispensation.
13. The terms "tenant", "leaseholder" and "lessee" are synonymous as are "landlord", and "lessor".

Submissions & Evidence

14. The Applicant's Representative provided the following documents which included copies of:
 - A sample Lease, the covenants of which are understood to be common to all the Leases;
 - The Application to the Tribunal dated 5 August 2025;
 - The Tribunal Directions dated 5 September;
 - Quotation from Black and White Fire & Security dated 4 June 2025 for £1,803.91 including VAT
 - Invoice from Black and White Fire & Security dated 4 June 2025 for £1,803.91 including VAT
 - A letter from the Applicant's Representative to Leaseholders dated 10 October 2025 informing them of the Application and setting out the qualifying works to be carried out.

These together set out the Applicant's case.

The Lease

8. The sample Lease provided was for Flat 5 and was dated 18 April 2017 between Orkney UKCO Limited (the Landlord at that time) (1) and the Leaseholder of Flat

5 at that time, for a term of 125 years from 1 January 2007. Over time the Landlord has assigned the reversion which is now with the Applicant. The Leaseholders may also have assigned their leases. The parties are now, the Applicant and the Respondent Leaseholders named.

9. The relevant covenants in brief are as follows:

- a) Clause 1 sets out a number of definitions including:
“Common Parts” these are:
 - (a) The front door entrance hall, passages staircases and landings of the Building
That are not part of the Flats and which are intended to be used by the tenants and occupiers of the Estate (the land and buildings known as Clifton Court)“Service Charge” is a fair and reasonable proportion of the “Service Costs” which are listed in Part 2 of Schedule 7
- b) Clause 5 states that the Tenant will perform the Tenant’s Covenants, which are set out in Schedule 4
- c) Clause 6 states the Landlord will perform the Landlord’s covenants which are set out in Schedule 6
- d) Schedule 4 paragraph 2 states that the Tenant will pay the “Service Charge”
- e) Schedule 6 paragraph 4 states that the Landlord will provide the “Services” which are listed in Part 1 of Schedule 7
- f) Schedule 7 Part 1 sets out the “Services” to be provided by the landlord which include at paragraph 1.1.6
Cleaning, maintaining repairing operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms for the Common Parts
- g) Schedule 7 Part 2 states that:
 - 1.1 The Service Costs are the total of:
 - 1.1.1 all of the costs reasonably and properly incurred or reasonably and properly estimated by the Landlord to be incurred of:
 - 1.1.1.1 providing the Services

The Application Form

10. The Application Form stated that the fire safety contractor reported that there were multiple system faults on the fire alarm panel at the Property due to its age and condition and the system needed to be upgraded.

11. The Leaseholders of the Property were sent a communication on 18 July 2025 followed by emails informing them that the fire alarm panels were not functioning, creating a serious risk to residents. To protect the occupants and comply with safety regulations, it was necessary to carry out the works without delay. It was considered necessary to proceed with the works without a full consultation under section 20 of the Landlord and Tenant Act 1985 to avoid the danger of leaving the building without a working alarm system. Therefore an application for dispensation from the consultation requirements was being sought because the works were urgent and related to critical fire safety issues
12. The Applicant's Representative said that two applications had been made for dispensation, both involving the replacement of the fire alarm system .

Project 1 involved the installation of a new fire alarm system at Blocks 6–11 Clifton Court to replace an outdated system and ensure compliance with current fire safety standards. These works were completed on 31 March 2025, as confirmed by the contractor's invoice.

Project 2 involved the full replacement of the fire alarm system at Blocks 1-5 Clifton Court due to the age and deteriorating condition of the existing equipment. A new, compliant system was installed following a recent inspection identifying the need for urgent replacement. The works were carried out on 28 July 2025.
13. This Application concerned Project 2 for which dispensation from the full Section 20 consultation requirements was being sought to the urgent nature of the works, which relate directly to fire safety. The existing fire alarm panels were inoperative, posing a significant risk to the safety of residents and the building. In light of this, it was necessary to proceed with the replacement and installation of new fire alarm systems without delay to ensure continued protection and compliance with fire safety regulations. Dispensation is therefore sought to avoid the risk associated with deferring essential safety works.

Directions

14. The Direction and their compliance are referred to above.

Quotation and Invoice

15. A Quotation dated 4 June 2025 was provided from the contractors Black and White Fire & Security to replace fire alarm system and devices due to age and condition as follows:

Qty	Reason	Item	Price	Total
1	Due Replacement	Kentec Sigma CP Conventional Panel4 Zone: Surface	£431.07	£431.07

7	Due Replacement	Apollo S65 A1R combined Heat Detector, 570C	£39.52	£276.64
3	Due Replacement	Apollo S65 Optical Smoke Detector	£40.32	£120.96
1	Due Replacement	Apollo S65 Standard Detector Base with diode	£8.55	£8.55
1	Due Replacement	Fire Alarm Mains Isolate Switch	£48.46	£48.46
2	Due Replacement	7.0Ah 12v Battery	£36.79	£73.58
1	Labour	Engineer Labour	£544.00	£544.00
		Total Net		£1,503.26
		VAT		£300.00
		Total Cost		£1,803.91

16. An invoice dated 31 March 2025 which was in the same form as the Quotation and which was for the same sum of £1,803.91 including VAT as quoted.

Letter to Leaseholders re Dispensation Application

17. A letter from the Applicant's Representative to Leaseholders dated 10 October 2025 informing them of the Application and setting out the qualifying works to be carried out was provided. This referred to earlier correspondence that had been sent informing Leaseholders of the work.
18. The letter said that the fire alarm system at the Property had been replaced as a matter of urgency due to safety concerns. The works included the installation of a new Kentec fire alarm control panel, new smoke and heat detectors, a mains isolate switch, a backup battery, and the engineer's labour. A copy of the invoice and additional documentation was enclosed.
19. It was added that because the works were urgent, the usual full Section 20 consultation process could not be completed beforehand. The Applicants' Representative, acting on behalf of the freeholder, had therefore applied to the First-Tier Tribunal (Property Chamber) for permission to dispense with the consultation requirements under Section 20ZA of the Landlord and Tenant Act 1985. A copy of the Directions was included and a resume was given of what Leaseholders needed to do if they wished to make representations.

Findings

20. The Tribunal finds from the Lease that the Applicant is obliged to clean, maintain, repair, operate and replace fire prevention, detection and fighting machinery and equipment and fire alarms for the Common Parts. These are services the cost of which are met by the service charge payable by the Respondent Leaseholders.

21. The Tribunal finds from the reason for and description of the work given in the quotation that the alarm system was displaying faults and at risk of failing. This posed a serious risk to the occupiers of the Property. The Tribunal therefore found that its replacement was necessary and urgent.
22. The Tribunal noted that the contractor employed to carry out the qualifying works maintains the fire alarm system at Park Gate and therefore it was reasonable to instruct the company to carry out the work.
23. The Tribunal found that the Leaseholders had been informed of the works prior to commencement giving them some opportunity to make representations to the Managing Agent regarding the works. Notwithstanding that the dispensation application was retrospective the Leaseholders were given full details of the work in the course of the procedure and to make representations to the Tribunal had they felt prejudiced by the lack of consultation. No representations have been received.
24. Therefore, the Tribunal finds that the Leaseholders have not suffered any relevant prejudice by the failure to carry out the consultation procedure.

Determination

25. In making its decision the Tribunal had regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. In summary, the Supreme Court noted the following:
 - 1) The main question for the Tribunal whether the landlord's breach of the section 20 consultation requirements resulted in the leaseholders suffering real prejudice.
 - 2) The financial consequence to the landlord of not granting a dispensation is not a relevant factor.
 - 3) The nature of the landlord is not a relevant factor.
 - 4) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
 - 5) The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
 - 6) The Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs (including surveyor and/ or legal fees) incurred in connection with the landlord's application under section 20ZA.
 - 7) The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying some "relevant" prejudice that they would or might have suffered is on the tenants.
 - 8) The Supreme Court considered that "relevant" prejudice should be given a narrow definition; it means whether non-compliance with the consultation requirements has led the landlord to incur costs in an unreasonable amount or to incur them in the provision of services, or in the carrying out of works, which fell below a reasonable standard, in other

- words whether the non—compliance has in that sense caused prejudice to the tenant.
- 9) The more serious and/or deliberate the landlord’s failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.
 - 10) Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
26. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).
 27. The Leaseholders should note that this is not an application to determine the reasonableness of the works or their cost. If, when the service charge demands in respect of these works are sent out, any Leaseholder objects to the cost or the reasonableness of the work or the way it was undertaken, an application can be made to this Tribunal under section 27A of the Act. A landlord can also seek a determination as to the reasonableness of the cost of the work.
 28. The Applicant shall serve a copy of the Tribunal’s decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

Judge JR Morris

Annex 1 – Right of Appeal

1. 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.
2. 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.
3. 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.
4. 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.

Annex 2 – The Law

1. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
2. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations and are summarised as being in 4 stages as follows:

A Notice of Intention to carry out qualifying works must be served on all the tenants. The Notice must describe the works and give an opportunity for tenants to view the schedule of works to be carried out and invite observations to be made and the nomination of contractors with a time limit for responding of no less than 30 days. (Referred to in the 2003 Regulations as the “relevant period” and defined in Regulation 2.)

Estimates must be obtained from contractors identified by the landlord (if these have not already been obtained) and any contractors nominated by the Tenants.

A Notice of the Landlord’s Proposals must be served on all tenants to whom an opportunity is given to view the estimates for the works to be carried out. At least two estimates must be set out in the Proposal and an invitation must be made to the tenants to make observations with a time limit of no less than 30 days. (Also referred to as the “relevant period” and defined in Regulation 2.) This is for tenants to check that the works to be carried out are permitted under the Lease, conform to the schedule of works, are appropriately guaranteed, are likely to be best value (not necessarily the cheapest) and so on.

A Notice of Works must be given if the contractor to be employed is not a nominated contractor or is not the lowest estimate submitted. The Landlord must within 21 days of entering into the contract give notice in writing to each tenant giving the reasons for awarding the contract and, where the tenants made observations, to summarise those observations and set out the Landlord’s response to them.

3. Section 20ZA allows a Landlord to seek dispensation from these requirements, as follows –
 - (1) Where an application is made to a leasehold valuation 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.

- (2) In section 20 and this section—
"qualifying works" means works on a building or any other premises, and
"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.
- (3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—
if it is an agreement of a description prescribed by the regulations, or in any circumstances so prescribed.
- (4) to (7)... not relevant to this application.