



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

Case Reference : **MAN/30UE/LDC/2025/0635**

Property : **32 Properties, Various Streets, Chorley**

Applicant : **Jigsaw Homes North**

Respondents : **Various Leaseholders x 32**

Type of Application : **s.20ZA of the Landlord and Tenant Act 1985**

Tribunal Members : **I Jefferson
Ms J Jacobs**

Date of Decision : **7 January 2026**

DECISION

The Tribunal declines to dispense with the consultation requirements as sought by the Applicant.

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Background

1. This is understood to be an application under s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) to dispense with the consultation requirements of s.20 of the Act. These requirements (“the consultation requirements”) are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).
2. The application dated 7 November 2025 is made in respect of 32 properties which for the most part are low rise flats in blocks of 2, 4 or 8 units. The properties are understood to be largely one and two bedroom properties located on either the ground or first floor. Typical build dates for the properties are around the 1930s, and 1950s.
3. The Applicant is Jigsaw Homes North.
4. The Respondents are the residential leaseholders of the flats within the premises. A specimen lease in respect of 32 St Gregory’s Place, Chorley dated 22 May 2006 is enclosed with the application. A list of the Respondents is annexed to this decision.
5. The flats located within the premises are subject to long residential leases. All the leases are believed to have been granted on similar terms.
6. The only issue for the Tribunal to determine is whether it is reasonable to dispense with the consultation requirements.
7. The proposed works are “qualifying works” within the meaning of section 20ZA(2) of the Act.
8. The Tribunal directions considered that the application could be resolved by way of submission of written evidence but invited any of the parties to apply for a hearing if so desired. No such application has been made and the Tribunal therefore convened on the date of this decision to consider the application in the absence of the parties. The directions included at paragraph 3 a provision that required the Applicant to write a statement of case explaining the need for the application to be copied to the Respondents informing them of the application and providing them with information about the application process. Paragraph 4 provided that any Respondents who opposed the application were to submit written representations to the Tribunal. Paragraph 5 allowed the Applicant to submit a final written statement in reply before the Tribunal made its determination.

The Applicants Case: Grounds for the application

9. The Applicants recognise that the proposed works fall into qualifying works. They are undertaking planned roofing works on their property stock to ensure long term safety, durability, and energy efficiency. They comment as follows:

“This proactive maintenance helps prevent future costly repairs, improves living conditions for our residents, and ensures our properties meet regulatory standards and our commitment to quality housing.

We have entered into a longer term agreement with our appointed roofing contractor to ensure consistency, value for money, and high quality workmanship across our property portfolio.

Whilst we have not consulted we have written to the Respondents prior to submitting the initial application to the Tribunal and will continue to liaise.

We are seeking dispensation as it will assist us in giving the best price for the leaseholders on the programme and completing the works as quickly as possible.

We are able to achieve the best price by entering into a bulk agreement.”

10. The Applicant states that: “the contractor was selected as a result of competitive tendering to ensure best value for residents. This approach allows us to build a strong working relationship, improve efficiency through better planning, and secure more competitive pricing over time. It also supports better service continuity for our residents and helps us deliver our planned maintenance programme more effectively. The agreement is for 5 years and was initially entered into in 2023. The works on our rental stocks has commenced however the work for blocks containing our leaseholders is on hold whilst we seek dispensation. As this is a multi-year agreement we are now unable to consult when we come to do those blocks containing leaseholders.”

In summary, the Applicant states that the contractor was selected as a result of competitive tendering to ensure best value for residents.

The Applicant entered into a five-year contract, so as better to ensure service continuity, consistent pricing and effective planned maintenance rather than constant reactive repairs.

The Respondents Case

11. Only one Respondent objected, namely Ms Christine Roberts of 61 Hodder Avenue who made written representations dated 19 October 2025, summarised as follows:

- a) **“No urgency or emergency circumstances**

My roof is in good condition and there are no reports of disrepair or leaks.

- b) **Loss of statutory protection and prejudice to the leaseholder**

Dispensing with consultation would deprive me of those statutory protections. I would have no opportunity to understand or influence the scope or cost of the works. This is a clear form of relevant prejudice under the principles set out in Daejan.

- c) **Financial prejudice and disproportionate impact**

A cost of £8,000 - £10,500 is financially devastating. Had consultation taken place, I might have sought independent quotations or challenged whether the works were necessary.

- d) **Works amount to improvements, not repairs**

The proposed roof replacement ... appears to be improvement rather than necessary repairs. My lease obliges me only to contribute to the reasonable

cost of repair and maintenance, not landlord driven enhancements that primarily benefit other properties.

e) **Lack of direct benefit to the leaseholder**

The works primarily benefit Jigsaw Homes solar energy scheme and do not provide a meaningful or direct benefit to my flat.

f) **Service charge payments already cover repair obligations**

I pay the monthly service charges by direct debit, as required under my lease. The proposed charge of £8,000 - £10,500 therefore appears to duplicate obligations already covered by the existing service charge. No evidence has been provided that the proposed roof works are outside the normal maintenance covered by my service charge or that the current roof is defective and requires replacement.

g) **Personal and financial circumstances**

I have lived at the property for approximately 33 years and have faithfully paid my service charges every month throughout that time. Despite these payments, no external works have ever been carried out on my property, and I have never seen any breakdown of how these funds are used.

It is also unclear whether the fee quoted applies solely to me or is to be shared with the tenant who occupies the flat below. The lack of clarity adds further anxiety and uncertainty to an already distressing situation.

h) **Issues with Jigsaw's responses**

Jigsaw has admitted that no statutory consultation has been carried out, and only a pre-application letter. This does not satisfy Section 20 requirements. As such I am deprived of my right to comment, challenge the scope of works, or influence the choice of contractors.

I remain liable for a substantial sum £8,000 - £10,500 without any ability to challenge costs or contractors.

They claim urgency because works on rental units have started, yet no works have begun on leasehold properties ...so the urgency claim is unfounded.

They assert that a multi-year agreement prevents consultation. Section 20 Consultation is required for each phase of qualifying works and cannot be waived simply because a long term agreement exists."

Further, the Respondent is unhappy with the way the Applicant has gone about the works, their failure to consult and their assertion that the works are urgent, when in the Respondent's view, this has not been established.

The Law

12. Section 18 of the Act defines what is meant by "service charge". It also defines the expression "relevant costs" as:

the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

13. Section 19 of the Act limits the amount of any relevant costs which may be included in a service charge to costs which are reasonably incurred, and section 20(1) provides:

Where this section applies to any qualifying works ... the relevant contributions of tenants are limited ... unless the consultation requirements have been either–
(a) complied with in relation to the works ... or
(b) dispensed with in relation to the works ... by the appropriate tribunal.

14. “Qualifying works” for this purpose are works on a building or any other premises (section 20ZA(2) of the Act), and section 20 applies to qualifying works if relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.00 (section 20(3) of the Act and regulation 6 of the Regulations).

15. Section 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 ... the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

16. Reference should be made to the Regulations themselves for full details of the applicable consultation requirements. In outline, however, they require a landlord (or management company) to:

- give written notice of its intention to carry out qualifying works, inviting leaseholders to make observations and to nominate contractors from whom an estimate for carrying out the works should be sought.
- obtain estimates for carrying out the works, and supply leaseholders with a statement setting out, as regards at least two of those estimates, the amount specified as the estimated cost of the proposed works, together with a summary of any initial observations made by leaseholders.
- make all the estimates available for inspection; invite leaseholders to make observations about them; and then to have regard to those observations.
- give written notice to the leaseholders within 21 days of entering into a contract for the works explaining why the contract was awarded to the preferred bidder if that is not the person who submitted the lowest estimate.

Reasons for the Decision

17. The Tribunal must decide whether it is reasonable for the works to proceed without the Applicant first complying in full with the s.20 consultation requirements. These requirements ensure that leaseholders are provided with the opportunity to know about the works, the reason for the works being undertaken, and the estimated cost of those works. Importantly, it also provides leaseholders with the opportunity to provide general observations and nominations for possible contractors. The landlord must have regard to those observations and nominations.

18. The Tribunal had regard to the principles laid down in *Daejan Investments Ltd. v Benson* [2013] 1 WLR 854 upon which its jurisdiction is to be exercised.
19. The consultation requirements are intended to ensure a degree of transparency and accountability when a landlord decides to undertake qualifying works. It is reasonable that the consultation requirements should be complied with unless there are good reasons for dispensing with all or any of them on the facts of a particular case.
20. It follows that, for the Tribunal to decide whether it was reasonable to dispense with the consultation requirements, there needs to be a good reason why the works should and could not be delayed. In considering this, the Tribunal must consider if any prejudice had been caused to leaseholders by not undertaking the full consultation while balancing this against the risks posed to leaseholders by not taking swift remedial action. The balance is likely to be tipped in favour of dispensation in a case in which there was an urgent need for remedial or preventative action, or where all the leaseholders consent to the grant of a dispensation. In this matter the Applicants have conceded that there is no urgency.
21. The Applicant served the Respondents with the application, and a letter briefly setting out their proposals, and one Respondent has objected to it. The Tribunal find that the written objections set out by Christine Roberts dated 19 October 2025 encompass the prejudice which this Tribunal find leaseholders will be faced with were consultation to be dispensed with. A few of the objections set out by Ms Roberts are not substantiated within the present remit of this application. For example, personal financial circumstances are not relevant, nor do the Tribunal have sufficient information from the Applicants as to whether or not possible installation of solar panels to some roofs is a material factor or not, although it is possible that the cost of these is not included within the project.
22. There are 32 Respondents, but no recognised tenants association. The works are recognised as qualifying works and work has yet to commence on the long leaseholder properties, but has already commenced on properties wholly owned by the Applicants. The Applicants have a qualifying long term agreement with DLP Services (Norton) Limited of Salford and the Applicants have decided that roof recovering works are required to their entire estate comprising 7 different streets, see list of Respondents and property addresses therein. The Applicants argue that because many of the roofs on the estate are in a deteriorated state, requiring frequent and costly reactive repairs, it makes sense to replace all the roofs in one project, as piecemeal replacement would be more expensive and inefficient.

Nevertheless, the Applicant has produced no evidence to show that the Respondent's roof itself is in need of replacing and her roof has not been the subject of leaks and constant reactive repairs applicable to some of the properties

on the estate. It seems possible that, although it might suit the Applicant to replace all the roofs in one programme of works, this would include the replacement, at a significant cost to the leaseholders, of some roofs which remain in perfectly good condition.

23. The Tribunal are concerned by two main matters namely:
- First, the specification for roofing and roof line works, whilst detailed, does not appear to be property specific. This could result in works being undertaken wholly unnecessarily when either no repairs are required whatsoever, or alternatively minor discrete repairs rather than wholesale roof recovering. Second, for the individual long leaseholders the estimated cost of the works is a significant factor to allow them to budget. The Tribunal find three issues with the budget cost put forward by the Applicants as follows:
- i) First the estimate put forward is very broad brush ranging from £8,000 to £10,500 which is a significant range.
 - ii) The Applicants case appears to be silent as to whether or not VAT is to be added to the above figure.
 - iii) Lastly, the Applicants do not seem to have considered the repair and service charge provisions of the leases which might well alter the budget costs significantly. An extract from part of the specimen lease is included in the paragraph below.
24. Submissions included a copy of a specimen lease relating to 32 St Gregory's Place, Chorley dated 22 May 2006, which was drafted by the Borough Solicitor. Clause 7 relates to the Council's covenants in respect of repair. Schedule D sets out service charge provisions. Subsection (iv) states that
- "the annual amount of the service charge payable by the Lessee as aforesaid shall be calculated by dividing the aggregate of the said expenses and outgoings incurred by the Council in the year to which the certificate relates by the aggregate of the rateable values (in force at the end of such year) of all the Properties in the Building the repair maintenance renewal insurance or servicing whereof is charged in such calculations aforesaid and then multiplying the resultant amount by the rateable value (in force at the same date) of the Property."
- Thus, it would appear that reroofing costs may be divided almost equally between ground and first floor flats. The Tribunal appreciate that no invoices have been prepared by the Applicants however it would appear that the broad brush cost estimate upon which the Respondents have been asked to rely upon at present may be inaccurate in view of the provisions in the lease.
25. In the present case there is no evidence that the proposed works are necessary or pressing. Given the evidence from the Respondent that her own roof hasn't needed repairs in all the years she had lived there, it is also possible that prejudice may result to the leaseholders from unnecessary work or over specification i.e. renewal rather than repair at a significant cost.

26. The Tribunal would emphasise the fact that it has solely determined the question of whether or not it is reasonable to grant dispensation from the consultation requirements. This decision should not be taken as an indication that the Tribunal considers that the amount of the anticipated service charges resulting from the works is likely to be recoverable or reasonable; or, indeed, that such charges will be payable by the Respondents. The Tribunal makes no findings in that regard and, should they desire to do so, the parties retain the right to make an application to the Tribunal under s.27A of the Landlord & Tenant Act 1985 as to the recoverability of the costs incurred, as service charges.
27. As no submissions have been made by the parties the Tribunal make no order as to costs.

Dispensation order

28. In the circumstances the Tribunal declines to dispense with the consultation requirements as sought by the Applicant.

Chairman

7 January 2026

Annex – List of Respondents

See attached list.

RIGHT OF APPEAL

A person wishing to appeal against this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional Office, which has been dealing with the case.

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, that person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Annex:

Property

16a Marlborough Street, Chorley, PR6 0DT
26 Marlborough Street, Chorley, PR6 0DT
26a Marlborough Street, Chorley, PR6 0DT
4a Cotswold Road, Chorley, PR7 3HW
7 Cotswold Road, Chorley, PR7 3HW
12 Cotswold Road, Chorley, PR7 3HW
14a Cotswold Road, Chorley, PR7 3HW
16 Cotswold Road, Chorley, PR7 3HW
22a Cotswold Road, Chorley, PR7 3HW
26a Cotswold Road, Chorley, PR7 3HW
28a Cotswold Road, Chorley, PR7 3HW
35 Cotswold Road, Chorley, PR7 3HW
38 Cotswold Road, Chorley, PR7 3HW
27 Hodder Avenue, Chorley, PR7 3PB
33 Hodder Avenue, Chorley, PR7 3PB
35 Hodder Avenue, Chorley, PR7 3PB
61 Hodder Avenue, Chorley, PR7 3PH
1 St. Gregorys Place, Chorley, PR7 3NX
7a St. Gregorys Place, Chorley, PR7 3NX
8 St. Gregorys Place, Chorley, PR7 3NY
12a St. Gregorys Place, Chorley, PR7 3NY
17a St. Gregorys Place, Chorley, PR7 3NX
32 St. Gregorys Place, Chorley, PR7 3NY
80 St. Gregorys Place, Chorley, PR7 3NZ
82 St. Gregorys Place, Chorley, PR7 3NZ
130 St. Gregorys Place, Chorley, PR7 3NZ
12 Primrose Street, Chorley, PR6 0AE

37 The Orchard, Croston, Leyland, PR26 9HS
1 Church Hill, Whittle-le-Woods, PR6 7LG
46 Church Hill, Whittle-le-Woods, PR6 7LQ
62 Church Hill, Whittle-le-Woods, PR6 7
64 Church Hill, Whittle-le-Woods, PR6 7

Leaseholder

Mrs. S. Foster
Miss J. Tyrer
Mr & Mrs Saul
Ms S. Stewart
Mrs N. Lingard
Ms S. Yattraruyaha
Mr P. Hitchen
Ms J. Seddon
Mr R. Breski & Mrs B. Breska
Parkside Properties (MCR) Ltd
Ms K. Wilson & Mr G. Jagger
Mr J. Kobelt & Ms H. McManus
Mr M. Antas & Miss M. Wojewska
Ms G. Braybin
Walsh Building Contractors
Executors of Mrs J. Green
Ms C. Roberts
Mr & Mrs Nelson
JTW Management Ltd
Mr B. Still
Miss N. Haselden
Mr M. Holding
Mr & Mrs Stanley
Mr H. Parker
Mr J. Fox
Mrs H. Nicol & Miss P. Turner
Agency Sophia Amiyah Mae Property
Holdings Limited
Mr C. Graham
Mr T. Wildling
Mr C & Grint & Mr. G. Grint
Executors of Mrs L. Dalley
Ms C. Anyon