



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

Case Reference : **CAM/28UG/LDC/2025/0681**

Property : **2 Walton St. St Albans AL1 4DQ**

Applicant : **Long Term Reversions (Harrogate) Ltd.**

Representative : **Warwick Estates (Agent)**

Respondents : **Leaseholders who may be liable to contribute at the Property**

Representative : **None**

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

Type of Application : **S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements**

Tribunal : **N. Martindale FRICS**

Hearing Centre : **First tier Tribunal (Property Chamber) Cambridge County Court, 197 East Road, Cambridge CB1 1BA**

Date of Decision : **13 November 2025**

DECISION

Decision

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works referred to.
2. At the date of application it was stated that construction work had started. (Form Leasehold 5 Box 6). It was understood that the applicant's agent acting for the applicant, was able to recharge costs under the service charge provisions to all leaseholders in the Property.

Background

3. The applicant appears to be the landlord and freeholder seeking, from the Tribunal under S20ZA of the Landlord and Tenant Act 1985 ("the Act") dispensation from all or any of the consultation requirements under S.20 of the Act, of leaseholders of related dwellings, who might be liable for service charge contributions arising from works.
4. It appeared to concern urgent works to apparently defective parts of the electrical distribution system within the Property, supplying the flats with the external supply network, for the benefit of the leaseholders.

Directions

5. Directions dated 2 October 2025 were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – flats at the Property. The Directions provided for the Tribunal to determine this on or after 13 November 2025, unless a party applied by 23 October 2025 for a hearing.
6. The applicant was to send to each of the leaseholders of the dwellings at the Property at least; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.
7. The applicant was to file with the Tribunal a letter by 9 October 2025, confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 23 October 2025. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; all responses from leaseholders, a certificate of compliance referred to above; with two copies to the Tribunal and one to each respondent leaseholder by 30 October 2025.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.
10. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

11. The application on Form Leasehold 5, dated 16 September 2025, at box 2.3 confirmed that the Property is a block of 5 self contained flats, arranged over 3 levels. It was a *"...converted property.. constructed of brick and block build with a tiled pitched roof. Originally a single dwelling and subsequently converted."*
12. The application at box 6 confirms that these are to be qualifying works, and had been started or carried out already. They are not part of a long term contract. At box 8 the applicant was content for paper determination and applied for it, at box 8.2 they confirmed that it was not urgent.
13. The application at 'Details of dispensation' Box 6, stated at 6.5.1: *"On the 10th September, a power outage was reported at 2 Walton Street to the out of hours team. UKPN had attended and had cut off the power to the site because of issues with the feed into the building Xtra Maintenance attended on 10/09 and isolated the issue to the incoming feed in flat 1. UKPN explained the issue as 4 neutral cables feeding into a junction designed for 3 cables causing it to overheat. It also doesn't comply with 59 EQC regulations. Quote received from Xtra and a comparable sort from Wright's. Xtras was the cheapest and they could be on site to resolve this week, ... and they are in attendance starting 16.09.25."*
14. At Box 6.5.2. below this, they described the consultation that had been carried out or is proposed to be carried out. *"No consultation planned as works already on site."*
15. At Box 6.5.3 below this, they explained why they sought dispensation of all or any of the consultation requirements. *"There is no power to 4 of the 5 flats and residents have had to move out while this is being resolved."*
16. A copy of the sample completed lease dated 28 November 2005, of Flat 1 at the Property between the then freeholder Regisport Ltd. the freeholder of the whole; and Dorrington Residential Ltd. the then leaseholder.
17. The applicant included a letter dated 9 October 2025 to the Tribunal confirming that it had notified all leaseholders in accord with the Directions from its application to the Tribunal for dispensation from the S.20 Consultation process.

18. The large former Edwardian house had been subdivided into 5 self contained flats at or around 2005. However that some aspects including the electrical distribution system for these 5 new dwellings had been substantially compromised and was in a far from satisfactory condition. Power to the 5 flats and the landlord's supply appeared to be running through a single and hence overloaded main connection within flat 1.
19. Works were carried out to properly separate out supplies to each flat and to the landlord for the communal areas, at 60A or 80A capacity as needed. The works were of an emergency nature after UKPN had disconnected all supplies from the mains feed from the network.
20. The short undated applicant's statement subsequent to the application form is at bundle p.28, refers to estimated costs with professional fees and VAT at: *"Initial Call out - £912. Cost of Secondary Investigation/ Quote £294. Cost of Remedial Works – The estimate supplied was £8358. Please note that we have not yet received the invoice for completed works and therefore the costs noted above may be subject to change."*
21. The bundle includes a report from Xtra Maintenance Ltd. of 10 September 2025 which found the entire electrical power installation into the Property was dangerous. They found p.32 that *"The current arrangement of multiple flats being supplied via shared fuses is non-compliant and dangerous."* The report includes colour photographs of the existing arrangements. *"The current electrical installation presents a significant safety risk and must be addressed urgently. Carrying out the short-term works will also the safe re-energisation of the flats while the long-term solution will ensure compliance with current standards and provide a safe future proof installation."* The report included photographs of the Property showing the external power feed, internal switching and fuse arrangements prior to work at bundle p.35-47.
22. The bundle includes from contractors Wright's London Electrical Ltd. an Invoice 29 September 2025 Job No.1474924 for £294 for the initial site attendance following UKPN's visit and disconnection. Followed by, also from Wrights, a Quote of £14,836.78 for disconnection of all cabling feeding the flats, providing and installing a Ryfield board for feed to and connection of the feed excluding any other work needed in any flat.
23. The bundle also includes (bundle p52) a much briefer quote from Xtra Maintenance of 11 September 2025 for *"Electrical works required to reinstate the power to the block. This cost is £5960 +VAT for the labour and materials. This cost is for a team to attend site to either install a glass reinforced kiosk outside the property or a service room with a landlords supply, install a Ryfield board in to distribute the supply to the other flats and run a feed from each flat as only two flats are feed from currently then EICR can be done."*

24. If the applicant included a list of names and addresses of leaseholders names affected by the expenditure and confirmed what they had sent to all of these potential respondents a copy of the names and flats concerned was not received by the Tribunal determining the application.

Respondent's Case

25. The applicant confirmed that the respondent leaseholders had been sent the documents specified by the Tribunal in its earlier Directions.
26. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

27. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with. For long term contracts, the cap on contributions from leaseholders is £100 per annum.
28. Dispensation is dealt with by S.20 ZA of the Act which provides:-
“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.”
29. Dispensation is dealt with by S.20 ZA of the Act which provides:- “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.”
30. The consultation requirements for qualifying works under qualifying long term agreements are set out in detail at **Schedule 3** of the **Service**

Charges (Consultation Requirements) (England) Regulations 2003.

31. The consultation requirements for qualifying works for which public notice is not required are set out in detail at **Schedule 4** of the **Service Charges (Consultation Requirements) (England) Regulations 2003**.

Tribunal's Decision

32. The scheme of the provisions is designed to protect the interests of leaseholders and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.
33. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors where there is no public procurement.
34. The correspondence showed that the applicant generally complied with the Directions.
35. The terms of this Dispensation from the requirements of Section 20, are:
36. That this covers the work set out in the single initial invoice above together with the two quotations above, from whichever is the selected contractor at their prices as received by the applicant and sent to the Tribunal. These are reflected and extended to include all of the work for the applicant from the contractor selected. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included in this dispensation, other in the foregoing.
37. However these works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included or given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.
38. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can be recovered from any leaseholder as service charge and/ or as an administrative charge

if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.

39. In making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act; in this case, on terms.

N Martindale FRICS

13 November 2025

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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).