FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AY/LDC/2025/0868**
Property	:	**Flat 1- 18 Windsor Court, 27-31 The Pavement, London SW4 0JF**
Applicant	:	**27-31 The Pavement Limited**
Representative	:	**Healys LLP, and represented by N Woodhouse of counsel**
Respondents	:	**The Long Leaseholders of Flats 1-18 at the Property, Windsor Court Residents Association.**
Representative	:	**None**
Type of application	:	**To dispense with the requirements to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985.**
Tribunal member	:	**R Waterhouse FRICS**
Venue	:	**10 Alfred Place, London, WC1E 7LR**
Date of decision	:	**9 January 2026**

DECISION

Summary of the Decision

1. The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act in respect of major works, being as out in the application; " disconnection of the existing mains supply, installation of new incoming mains supply to the rear with two risers, construction of a new external feeds from each flat to the new intake position, trenching from the front pavement to the rear for the new supplies with reinstatement, scaffolding

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at the rear elevation, and professional services including quantity surveying and project management. The works affect only the residential flats and the internal common parts. The ground-floor retail units are separately supplied."

The application and the history of the case

2. The Applicant in the hearing was represented by N Woodhouse of counsel, and F Shaw of the instructing solicitor Healys LLP.

3. The Respondents present comprised Mr Quick the leaseholder of Flat 5 and the Chair of the Windsor Court Association. Ms Slevin, leaseholder of Flat 13 and Mr Dedic leaseholder of Flat 8.

4. The Applicant applied by an application dated 16 September 2025 for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 ("the Act") from the consultation requirements imposed by Section 20 of the Act in respect of major works to the block's electricity system.

3. The tribunal provided Directions dated 13 October 2025.The Applicant providing a bundle of 261 pages.

The Law

4. Section 20 of the Landlord and Tenant Act 1985 ("the Act") and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement has been dispensed with by the Tribunal. An application may be made retrospectively.

5. Section 20ZA provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation "if satisfied that it is reasonable to dispense with the requirements".

6. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of Daejan Investment Limited v Benson et al [2013] UKSC 14.

7. The leading judgment of Lord Neuberger explained that a tribunal should focus on the question of whether the lessee will be or had been prejudiced in either paying where that was not appropriate or in paying more than appropriate because the failure of the lessor to comply with the regulations. The requirements were held to give practical effect to those two objectives and were "a means to an end, not an end in themselves".

8. The factual burden of demonstrating prejudice falls on the lessee. The lessee must identify what would have been said if able to engage in a consultation process. If the lessee advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the lessee(s).

9. Where the extent, quality and cost of the works were in no way affected by the lessor's failure to comply, Lord Neuberger said as follows: "I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be- i.e. as if the requirements had been complied with."

10. The "main, indeed normally, the sole question", as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the lessee will be or has been caused relevant prejudice by a failure of the Applicant to undertake the consultation prior to the major works and so whether dispensation in respect of that should be granted.

11. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges of works arising or which have arisen.

12. If dispensation is granted, that may be on terms. That is to say that dispensation is granted but only if the landlord accepts- and fulfils appropriate conditions. Specific reference was made to costs incurred by the lessees, including legal advice about the application made.

13. There have been subsequent decisions of the higher courts and tribunals of assistance in the application of the decision in Daejan but none are relied upon or therefore require specific mention in this Decision.

14. More generally, the Tribunal considers that the case authorities demonstrate that the Tribunal has a very wide discretion to, if it considers it appropriate, impose whatever terms and conditions are required to meet the justice of the particular case- in Daejan it was said "on such terms as it thinks fit- provided, of course, that any such terms are appropriate in their nature and their effect".

Submissions and Consideration

15. The property is said to comprise a converted block comprising a mixed-use building arranged over five storeys, consisting of self-contained 18 flats and four retail units at the ground floor. There are two separate entrances to the residential parts: flats 1-9 and 17 and 18 are in the westerly block, and flats 10-16 are in the adjoining block. All flats are held on long leases. The flats are generally two-bedroom accommodation. The building was constructed around 1930.

The Applicant 27-31 The Pavement Limited

16. Mr Woodhouse of counsel for the Applicant set out the background to their application. The subject works comprise the replacement of the 1930s electrical distribution system from the road to the consumer units of each flat. The landlord is said to have become aware of issues with the electrical system around the time of Covid. Initially the landlord considered the works in conjunction with works to resolve issues with the water supply to the building.

However, on discussion with the Windsor Court Association, and a zoom call to the leaseholders including White Dome Properties Ltd, and the landlord, on 9 May 2025 it was agreed the focus would be limited to the electrical works at this stage.

17. The Applicant served a Notice of Intention on 15 March 2024, inviting observations and nominations. A statement of estimates was issued on 19 April 2024. A tenants meeting was held by zoom on 9 May 2024. The landlord had sought to reach agreement with the leaseholders on the works but that has not proved possible.

18. An application for dispensation from the Landlord and Tenant Act 1985 was made and objectives were received from The Tenants Association [132], Mr Quick as leaseholder of Flat 5 and Chair of Windsor Court Association [151] , Ms Slevin Flat 13 [135], Mr Dedic Flat 8 [160] and Dan Higginson Flat 11 [162]

19. The Applicant could see no prejudice to the leaseholders for not undertaking the consultation process. The Applicant said the works were urgent because the insurers at the time had expressed their concerns, however, a different insurer has subsequently been retained which did not have the same requirements.

Respondent 1 Mr Quick

20. Submission of Mr Quick Flat 5 and Chair of the Windsor Court similarly set out the background. Adding, that he and the Windsor Court Association agreed with the need for the electrical system to be replaced, supports the landlord's efforts to do so, and is cooperating with the landlord.

21. The area of objection is around the detail of how the works are to be carried out and what they entail. Mr Quick noted that three quotations had been received by the landlord with "wildly" differing figures differing specifications as to what the work should entail.

22. White Dome Properties had referred 17 February 2025, to a report by LH & E cost consultancy where the high-level costings of the works at £329,686. [48],

23. Mr Quick reported that on the 3 November 2025, that a meeting of all the leaseholders was held to discuss the matters and to form a "working group" to liaise with the landlord. The working group was formed of leaseholders Mr Quick an architect, Mr Dedric a civil engineer and Mr Higginson with experience in development.

24. The Working Group met on 14 November 2025 and appointed in collaboration with the landlord a project manager and a costings consultant to work on the detailed proposal. Mr Ferguson Director of the landlord agreed to invoice the leaseholders with a demand for £700 in order to get the process under way. It was reported that by 15 December 2025 17 of the 18 leaseholders had settled the demands.

25. Mr Quick contends that the leaseholders will suffer prejudice if the process of mapping out in advance the works and costing the works is not carried out and this should form part of the consultation.

Respondent 2 -Ms Slevin Leaseholder of Flat 13

26. Ms Slevin [135] submitted a that prejudice will occur if dispensation is granted because;

27. First the initial amount of the combined works of water and electricity is exceeded by the estimate of works to the electricity alone.

28. Second that in 1998, works were required to the external supply of her flat, Flat 13 as it was also to Flat 18 occupied by a different leaseholder. At the time the cost, said to be around £200 was borne by the leaseholder directly. From this Ms Slevin contends, the works could not be said to be urgent because they have been known about for some time and secondly some of the work had been in part carried out.

29. Third leasehold interest for Flat 13 is said to be around 49 years and so, the cost is disproportionate given the short length of lease and given this situation, a more modest approach to the scope and hence costs should be taken.

30. Fourth the landlord has a vested interest in appointing the most expensive contractor in order to attain a proportion of the contract price.

31. Ms Slevin also noted she had not paid the £700 service charge demand because it had not been subject to a section 20 consultation.

32. Finally, Ms Slevin asked the tribunal if it could make an order for the cost of proceedings could not be levied on the leaseholders.

Respondent 3 – Mr Dedic Leaseholder of Flat 8.

33. Mr Dedic's, submission on [161] a member of the Working Group contended that prejudice would be suffered because to commence, without advance investigations, would be to produce an open-ended liability for the leaseholders.

34.The tribunal is conscious of Daejan and the onus of proof being on the leaseholders to show actual or potential prejudice.

35. The high-level scope of the works is known and agreed between the parties this is set out in paragraph 1. Inevitably when works are undertaken different or additional matters may arise which will necessitate potential flexibility of approach. However, the actual aim of the works is known and agreed. The landlord should undertake the works in a professional and reasonable manner. The tribunal finds that the leaseholders are not prejudiced if dispensation is given before detailed order of works is established, because it is for the landlord to carry out such reasonable and diligent work in advance of commencement.

The leaseholders are able later if this is considered not to be the case, to make a challenge under section 27A of the Landlord and Tenant Act 1985.

36. The concern that the landlord has a vested interest in appointing the highest costing contractor. The Landlord and Tenant Act 1985 section 27A allows for the challenge of service charges against a number of criteria including specification, quality and cost. The tribunal finds, the leaseholders are not prejudiced because they have the ability to challenge on these grounds if they feel the completed works are not reasonable in terms of scope, quality and cost.

37. Ms Slevin argues that the original cost estimate for water and electricity works is less than the revised cost of the electrical works alone and this demonstrate the intended works cannot be reasonable, and so their execution without consultation will prejudice the leaseholders. The tribunal notes that the reasonableness of the works including scope, cost and quality are capable of challenge whether the electrical works are carried out alone or in conjunction with the water works. The tribunal also notes that dialogue between the parties have resulted in a general, although perhaps not total agreement that the electrical works should be carried out first. The tribunal finds that the costs that will be incurred for the electrical works are capable of challenge under the Landlord and Tenant Act section 27A irrespective if they are carried out with or without the water works.

38. The concern for the leaseholder of Flat 13 that the lease of Flat 13 is short, and so the costs of a comprehensive replacement will as a proportion of value of the lease be disproportionate. Whilst the tribunal is sympathetic, the nature of the works cannot be amended because it has an increased impact on the circumstances of a particular leaseholder. The nature and extent of the required works are determined by the physical circumstances of the electrical infrastructure and not the length of leaseholder's leases. The tribunal finds that no prejudice is present under this contention.

39. Finally, Ms Slevin asked the tribunal if it could make an order for the cost of proceedings could not be levied on the leaseholders. The tribunal has no power to do so under this application.

40.The tribunal finds that the Respondents will not suffer any prejudice by the failure of the Applicant to follow the full consultation process.

41.The tribunal consequently finds that it is reasonable to dispense with all of the formal consultation requirements in respect of the major works to the building in respect to the works detailed in the application and set out in paragraph 1 of the decision.

42. This decision is confined to determination of the issue of dispensation from the consultation requirements in respect of the major works outlined above. **The Tribunal has made no determination on whether the costs incurred are reasonable and whether service charges are payable in any given sum or at all. If a Lessee wishes to challenge the reasonableness of those costs and/ or the payable service charges,**

then a separate application under section 27A of the Landlord and Tenant Act 1985 would have to be made.

RIGHTS OF APPEAL

1. A person wishing to appeal 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 by email at rpsouthern@justice.gov.uk

2. 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.

3. If the person wishing to appeal does not comply with the 28- day time limit, the 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.

4. 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.

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).