



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

Case Reference	: MAN/ooCX/LDC/2025/0631
Property	: Parkwood Court, Parkwood Rise, Keighley BD21 4RE
Applicant	: Grey GR Limited Partnership
Representative	: JB Leitch Limited Ltd
Respondent Property	: The Residential Leaseholders of the
Type of Application	: Dispensation pursuant to s20ZA Landlord and Tenant Act 1985.
Tribunal Members	: Judge R Anderson Ms J O'Hare
Date of Hearing:	7 October 2025
Date of Decision	: <u>5 January 2025</u>

DECISION

Decision: Dispensation is granted unconditionally.

Factual Background

1. In this case the Applicant seeks dispensation from the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985.
2. The Applicant is GR Grey Limited Partnership (“The Applicant”). A Limited Partnership being a recognised separate legal entity in Scottish law.

3. The necessary Respondents to the application are the leaseholders of the premises affected by the application, which is Parkwood Court, Parkwood Rise, Keighley BD21 4RE.
4. The premises are managed on behalf of the Applicant by Horizon Block Management Limited.
5. The property is a thirteen story (including basement) purpose-built block of flats comprising 96 residential flats. A sample copy of a lease was included in the Statement of Case and it is not in dispute that the Applicant is entitled to charge the Respondents a service charge.

The Application

6. The Applicant has applied for dispensation from the statutory consultation requirements in respect two items of work which the applicant was required to carry out pursuant to an Enforcement Notice served by West Yorkshire Fire & Rescue Service dated 4 June 2024 in accordance with Article 30 of The Regulatory Reform (Fire Safety) Order 2005. Following an agreed extension the work had to be carried out by 11 August 2025.
7. Those works are:
 - Ensure that fore door sets are properly tested and maintained. The term door set refers to the complete element as used in practice including (1) the door leaf or leaves, (2) the frame in which the door is hung, (3) hardware essential to the functioning of the door set, (4) intumescent seals and smoke sealing devices.
 - Repair or replace any defective self-closing device(s) to ensure that the fire door(s) in the staircase close correctly.
8. Two quotations for the work were obtained and the Applicant's Statement of Case (dated 15 May 2025) expressed an intention to proceed with the lower quotation from Fire Compliance Services Limited for £65,452 plus VAT. Due to this matter having been delayed being heard, the Tribunal has proceeded on the basis these works have taken place.

The Responses

9. The only response from any of the Respondent Leaseholders was from Tim Everest, one of the Leaseholders. Mr Everest does not object to any the granting of a dispensation but submits the granting should be subject to the following conditions:
 - (i) The Landlord must provide details of all fire safety costs, distinguishing between wear and tear or damage on the one hand and inherent defects and maintenance lapses on the other;
 - (ii) The Tribunal may reduce any service charge demand where prejudice is found, including arising from the previous managing agent's failures;
 - (iii) The Applicant be required to consider investigating the recovery of costs from the Ringley Group and report the outcome to the Tribunal;

(iv) The Landlord should pay the Leaseholders' reasonable costs of investigating and responding to the application.

The law on dispensation

10. The statutory basis for the application is found in s20ZA Landlord and Tenant Act 1985:

20ZA Consultation requirements: supplementary

(1) *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 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—*

(a) *if it is an agreement of a description prescribed by the regulations, or*

(b) *in any circumstances so prescribed.*

(4) *In section 20 and this section “the consultation requirements” means requirements prescribed by regulations made by the Secretary of State.*

(5) *Regulations under subsection (4) may in particular include provision requiring the landlord—*

(a) *to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,*

(b) *to obtain estimates for proposed works or agreements,*

(c) *to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,*

(d) *to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and*

(e) *to give reasons in prescribed circumstances for carrying out works or entering into agreements.*

(6) *Regulations under section 20 or this section—*

(a) *may make provision generally or only in relation to specific cases, and*

(b) *may make different provision for different purposes.*

(7) *Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.*

11. The leading judicial guidance in how to apply the tribunal's discretion is set out in the supreme court decision of *Daejan Investments v Benson* [2013] UKSC 14 and it worthwhile summarizing the facts and rationale in that case.
12. The Supreme Court, allowing the appeal (Lord Hope of Craighead DPSC and Lord Wilson JSC dissenting), held that:
 - *The correct legal test on an application to the Tribunal for dispensation is: "Would the flat owners suffer any relevant prejudice, and if so, what relevant prejudice, as a result of the landlord's failure to comply with the requirements?"*
 - *The purpose of the consultation procedure is to ensure leaseholders are protected from paying for inappropriate works or paying more than would be appropriate.*
 - *In considering applications for dispensation the Tribunal should focus on whether the leaseholders were prejudiced in either respect by the landlord's failure to comply. The Tribunal has the power to grant dispensation on appropriate terms and can impose conditions.*
 - *The factual burden of identifying some relevant prejudice is on the leaseholders. Once they have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.*
 - *The onus is on the leaseholders to establish what steps they would have taken had the breach not happened and in what way their rights under (b) above have been prejudiced as a consequence.*
13. Accordingly, the Tribunal had to consider whether there was any prejudice that may have arisen out of the conduct of the applicant and whether it was reasonable for the Tribunal to grant dispensation following the guidance set out above and, if so, whether any conditions should be applied to that dispensation.

Determination

14. On its face the application has merit. It is clearly necessary to carry out the works urgently and to have delayed the additional work would have placed the Applicant in a precarious legal position as well a continuing to place residents at an increased risk due to sub-standard fire safety precautions. It has not been suggested that the work was not necessary or urgent. Accordingly, there was no evidence of prejudice of the type envisaged in *Daejan* being suffered by the leaseholders. Accordingly, the tribunal agrees to give dispensation.

15. The tribunal then went on to consider whether it was appropriate to impose any of the conditions set out at paragraph 9 above. In respect of the proposed conditions (i) and (ii) it is considered that these protections already exist as the tenant would have the right to challenge both the recoverability and the amount of any item claimed under s27A Landlord and Tenant Act 1985.
16. In respect of (iii) the Tribunal considered that such a condition would be disproportionate and unworkable, if a future Tribunal were to find that an item was unrecoverable because it was not covered under the service charge then the Applicant may take what steps they deem appropriate, but it is not for the Tribunal to impose such a condition.
17. In respect of condition (iv) it is the starting point in this Tribunal that there should be no order for costs unless one party has acted unreasonably in bringing, defending or conducting proceedings (Rule 13 The Tribunal Procedure (First Tier)(Property Chamber) Rules 2013). There is no suggestion that the Applicant's conduct of these proceedings or the decision to bring these proceedings has been unreasonable and therefore it would not be appropriate to impose a condition which would in effect be a costs order.
18. **In those circumstances the Tribunal determined to grant the dispensation unconditionally.**
19. **It is emphasised again that the dispensation does not affect the leaseholders' ability to challenge the recoverability and/or the amount of any service charges pursuant to s.27A Landlord and Tenant Act 1985.**

Judge Anderson
5 January 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 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 should be made on Form RP PTA available at:

<https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).