



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

Case Reference : **MAN/ooCX/LDC/2025/0602**

Property : **The Mill, Wilson Road, Bingley, West Yorkshire BD16 4BG**

Applicant : **The Mill (Bingley) RTM Company Ltd**

Respondents : **The Residential Long Leaseholders**

Type of Application : **Landlord and Tenant Act 1985 - Dispensation application – s.20ZA**

Tribunal Members : **Judge J Adams**
Tribunal Member J Gittus, MRICS

Date of Decision : **3 November 2025**

DECISION

1. The application for dispensation pursuant to s.20ZA Landlord and Tenant Act 1985 is granted in respect of the remedial works to the roof and windows to remedy water ingress, being qualifying works, to the Property at The Mill, Wilson Road, Bingley, West Yorkshire, BD16 4BG.
2. Whilst the applicant was required by section 20 of the Landlord and Tenant Act 1985 to undertake the consultation procedure set out in Part 2 of Schedule 4 to the Service Charges (Consultation Requirements)(England) Regulations 2003 (“the Regulations”), pursuant to s.20ZA (1) the Tribunal finds it reasonable to dispense with the requirements.

REASONS

BACKGROUND

1. On 17 January 2025 the applicant applied for dispensation pursuant to s.20ZA Landlord and Tenant Act 1985 (Dispensation) in respect of qualifying works to the Property known as The Mill, Wilson Road, Bingley, West Yorkshire, BD16 4BG.
2. The Mill was built in circa 1880 and was converted into 32 residential units in or around 2000. The Mill is 4 storeys high alongside a tower section of 5 storeys. The residential units are occupied pursuant to residential long leases. The applicant is the Mill (Bingley) RTM Company Ltd, the RTM, the freeholder is Hedman Estates Limited. The applicant is represented by Premier Estates. The respondents are the residential leaseholders of apartments 1-32 in The Mill.
3. The application sought Dispensation for urgent works which had been instructed to commence, but had not yet started at the date of the application to the Tribunal. The works were to rectify water ingress to the Mill by repairs to the roof and windows which were allowing water ingress into the Property. The application set out the following:

"There has been significant water ingress to seven apartments for the past 2.5 months, with one property that has become uninhabitable since early December 2024. The work needs to be completed asap to mitigate further damage.

Please see attached the report and quote from Rigtech which provides detailed information for the works required. The directors of the RTM have provided consent to proceed due to the urgent nature of the works and an order has been sent to the contractor - we await a commencement date.

A notice of intention has been issued to owners today and confirms we have applied to the Tribunal for dispensation due to the urgent nature of the works.

The water ingress to seven apartments is causing damage and one apartment has recently become uninhabitable. External reemdiation (sic) work is urgently required".

4. The applicant advised that the cost of the works would be £23,580.40 for phase 1 and £14,295.35 for phase 2 being remedial works to the gable end. The applicant in their application noted that the works had been instructed due to their urgent nature and impact on the structure of the fabric of the building if not completed urgently, with one apartment becoming uninhabitable owing to water ingress.
5. Works were initially identified in a planned maintenance report from Earl Kendrick commissioned in 2023. A notice of intent as to the works was issued to leaseholders in April 2024 (dated 27 March 2024). However it is understood from the documents submitted by the applicant that the extent of the issues with the roof meant that the water ingress became a serious issue and remedial works urgent in nature. As it was necessary to bring forward the planned works, the applicant submitted that it was therefore unable to complete the consultation before instructing the works to proceed. The applicant commissioned a report from Rigg Tech in December 2024 to comment upon the works necessary and to quote for the same. It is understood that other quotes were obtained before the contract was awarded to Rigg Tech. As such the applicant asked that Dispensation be given in advance of the works.
6. Clause 3 of Schedule 7 to the Lease provided for apartment M24 (it is understood all leases contain the same provisions) provides that the applicant *is to keepin good and substantial state of repair and condition a) the main structure and exterior of the Mill, including the foundations and the roof.*
7. It is understood that the applicant has since undertaken the works and that these were completed in June 2025, with the applicant confirming in their statement of case that the works were completed in 2 tranches, with invoiced costs for the phase 1 works totaling £23,580.40 and phase 2 £14,295.35. The Tribunal noted that a significant proportion of the costs was for scaffolding to be erected at the Mill, and that due to the age and nature of the Mill, the works required a specialist contractor.

8. No further quotes were provided for the works although it was understood from the statement of case that alternative quotes were obtained by the applicant.

THE CONSULTATION PROCEDURE

9. As the cost to each leaseholder was expected to exceed £250, the applicant was required by section 20 of the Landlord and Tenant Act 1985 to undertake the consultation procedure set out in Part 2 of Schedule 4 to the Service Charges (Consultation Requirements)(England) Regulations 2003 (“the Regulations”).
10. Consultation can be dispensed with pursuant to s.20ZA(1) Landlord and Tenant Act 1985 if the Tribunal finds it reasonable to do so.

THE APPLICATION

11. The application was listed for paper determination, without a property inspection. The respondents were provided the opportunity to provide a response to the application pursuant to the directions issued on 10 July 2025 and no such response was received by the Tribunal, or it is understood, the applicant.
12. The Tribunal proceeded to determine this matter by way of paper determination on 3 November 2025 in accordance with the Directions issued and had regard to the statement of case and bundle of documentation filed by the applicant.

FINDINGS AND CONCLUSION

13. The Tribunal noted that the applicant appointed the contractor to complete the works who had provided the quotation for the necessary works. It was further noted that the respondents had been advised of the need for urgent works with the consultation process commenced by way of a Notice of Intention issued to the respondents dated 27 March 2024. It was also noted that the roof works were scheduled by way of planned maintenance following the 2023 report, the need for which was communicated to leaseholders in terms of planned expenditure. Water ingress necessitated that these works were commenced urgently.

14. Further the Tribunal found that on the basis of the information set out in the application and the documents provided, in particular the report from Rigg Tech from December 2024 (alongside the earlier planned maintenance report), which was unchallenged by the respondents, that the works to the roof and exterior were significant and urgent in nature due to the impact they were having on the structure of the Property, particularly in regard to the water ingress.
15. The Tribunal considers the leading case on dispensation to be the Supreme Court decision in *Daejan Investments Limited v Benson and Others* [2013] UKSC 14 ('Daejan'). In *Daejan*, Lord Neuberger stated that in deciding pursuant to section 20ZA whether it is reasonable to dispense with consultation requirements, a tribunal should consider whether any relevant prejudice would be suffered by the leaseholders. Lord Neuberger stated that whilst the legal burden of proof rests throughout on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered rested on the tenants. Lord Neuberger went on to hold that a Tribunal is permitted to grant dispensation on terms, including compensating leaseholders for any prejudice suffered by requiring a landlord to reduce the amount claimed as service charge, and including an order for costs.
16. In view of the decision in *Daejan* and the Tribunal considering that there has been no prejudice to the respondents by the failure to comply with the consultation requirements, it is appropriate to grant Dispensation pursuant to s.20ZA (1) Landlord and Tenant Act 1985, the Tribunal, finding it reasonable to do so. As such the service charge contribution to the cost of roof and exterior/window works is not limited to £250 per leaseholder.
17. The Tribunal expresses no view as to whether any costs associated with the works are reasonable in amount, whether the works were necessary or of a reasonable standard or whether the costs intended to be recovered by way of service charge are contractually payable under the leases or within the meaning of 'relevant costs reasonably incurred' in sections 19 and 27A of the Act. No such applications are currently before this Tribunal and the Tribunal's decision does not include or imply any determination of such matters.