



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

Case reference : LON/ooAY/LDC/2025/0925

Property : 70 Danbrook Road, Streatham, London SW16 5JX

Applicant : Blue Bear Homes Ltd - Freeholder

Representative : N/A

Respondent : Mr. Rajesh Valand – Leaseholder (70B)

Representative : N/A

Type of application : To dispense with the statutory consultation requirements under section 20ZA Landlord and Tenant Act 1985

Tribunal member : Judge S. McKeown

Date of decision : 21 January 2026

DECISION

This has been a remote hearing on the papers. A face-to-face hearing was not held because no-one requested a hearing and all issues could be determined on paper. The Tribunal has had regard to a bundle provided, comprising 36 pages (page references are to that bundle).

DECISION

The Tribunal grants the application for dispensation from statutory consultation in respect of works to repair stabilise and repair the chimney stack.

This decision does not affect the Tribunal's jurisdiction upon any future application to make a determination under section 27A of the Act in respect of the reasonableness and/or cost of the qualifying long-term agreement.

The Applicant must serve a copy of this decision on Mr. Valand and display a copy of this decision in a prominent place in the common parts of the Property within 14 days of receipt of this decision.

The Application – p.2

1. By application dated 2 November 2025, the Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) for dispensation from consultation in respect of works which are said to be urgently required to the chimney stack at the property, which has been damaged.
2. 70 Danbrook Road, Streatham, London SW16 5JX (“the Property”) is divided into two flats. The first-floor flat is owned and occupied by the family of Mr. Valand. Mr. Sutton-Pratt owns the ground floor flat, which is rented out. The freehold is owned by Blue Bear Homes Limited, of which Mr. Sutton-Pratt is the director. Mr. Sutton-Pratt has made the application as director of Blue Bear Homes.
3. The Applicant states that there is an urgent need for repair to the Property’s chimney which was damaged in a storm (22-23 October 2025) and was partially collapsing. The Applicant states that the chimney was unstable and there was concern that further brickwork or chimney stacks could fall to the ground. Building control from London Borough of Lambeth visited and contacted the Applicant as they were concerned about the stability of the chimney and he was urged to address the issue as soon as possible, otherwise the local authority would use their own contractor and then charge for this. The Applicant states that fire roofing contractors were contacted and provided estimates and Paul Strank Roofing Ltd (p.34) was appointed in December 2025. He has already done some work and has stabilised the chimney. His estimated cost was £1,250 + VAT, plus either scaffolding costs of £5,470 + VAT or taking down the chimney stack and associated works, which would be £4,390 + VAT. There were also estimated costs in respect of broken tiles of £690 + VAT.

4. The Applicant states that Mr. Valand had been informed verbally and by email/text throughout the process. The application states that Mr. Valand informed Mr. Sutton-Pratt about the issue with the chimney stack in the first place and that he was aware of discussions with roofers to stabilise the chimney stack. Further, the documents had been served on the leaseholders by email on 3 November 2025 and a copy of the documents was displayed in the common parts on 27 November 2025. No responses were received by 24 December 2025.
5. The bundle includes a photograph of the chimney stack (p.2).
6. A copy of the Lease dated 23 January 2004 (p.16) between George Jameson Limited and Paul Raymond Ennis in respect of the first floor flat. The Lease for ground floor is said to be identical. The service charges are dealt with in the Sixth Schedule. By the Seventh Schedule, among other things, the Lessor is to keep the Reserved Property in a good and tenantable state of repair and condition.
7. The Service Charges (Consultation Requirements) Regulations 2003 provide that consultation requirements are triggered if the landlord plans to carry out qualifying works which would result in the contribution of any tenant being more than £250. The cost which is the subject of the application exceeds this threshold.
8. By directions dated 21 November 2025 ("the directions") the Tribunal directed that the Applicant had, by 1 December 2025, to send to each of the leaseholders (and any residential sublessees) and to any recognised residents' association by email, hand delivery or first-class post, among other things, copies of the application form (unless already sent), brief statement to explain the reasons for the application (unless already detailed in the application form) and a copy of the directions.
9. Leaseholders who opposed to the application were to respond by 24 December 2025. There was also provision for a response from the Applicant.
10. On 2 December 2025, the Applicant confirmed that a copy of the application form was sent to Mr. Valand by email on 3 November 2025. A copy of the directions was handed to him on 27 November 2025. It does not appear that a copy of the directions of the application was sent to Mr. Sutton-Pratt's tenants, but a copy of the directions was displayed in a prominent place in the communal hall of the Property on 27 November 2025.
11. The Tribunal sent a copy of the application to Mr. Valand on 5 December 2025.
12. The Tribunal has not received a completed form from any leaseholder or sublessee.

13. The directions provided that the Tribunal would decide the matter on the basis of written submissions unless any party requested a hearing. No such request has been made.

The Respondent's case

14. Mr. Valand has not objected to the application.

The Law

15. Section 20ZA of the Act, subsection (1) provides:

“Where an application is made to a 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”.

16. The Supreme Court in the case of *Daejan Investments Ltd v Benson and Others* [2013] UKSC 14 set out certain principles relevant to section 20ZA. Lord Neuberger, having clarified that the purpose of section 19 to 20ZA of the Act was to ensure that tenants are protected from paying for inappropriate works and paying more than would be appropriate, went on to state *“it seems to me that the issue on which the [tribunal] should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of the landlord to comply with the requirements”*.

Determination and Reasons

17. The whole purpose of section 20ZA is to permit a landlord to dispense with the consultation requirements of section 20 of the Act if the tribunal is satisfied that it is reasonable for them to be dispensed with. Such an application may be made retrospectively, as it has been made here.
18. The Tribunal has taken account of the decision in *Daejan Investments Ltd v Benson and Others* in reaching its decision.
19. The chimney stack needs repair and there are concerns about it collapsing and/or further falling brickwork. There was a need to stabilise the chimney stack and if the works were not done, the local authority was threatening to carry out the works, using its own contractor, and then charge for those works. There was no formal consultation, but the Tribunal is satisfied that Mr. Valand has been made aware of the need for works and this application. Mr. Sutton-Pratt has made the application and so is clearly aware of it. There is no evidence before the Tribunal that Mr. Valand was prejudiced by the failure of the Applicant to comply with the consultation requirements.

20. The Tribunal is therefore satisfied that it is reasonable to grant unconditional retrospective dispensation from the consultation requirements of s.20 Landlord and Tenant Act 1985 in regard to the works set out herein.
21. The Tribunal make no determination as to whether the cost of the works are reasonable or payable. If any leaseholder wishes to challenge the reasonableness of the costs, then a separate application under s.27A Landlord and Tenant Act 1985 should be made.
22. It is the responsibility of the Applicant to serve a copy of this decision on Mr. Valand and to display a copy of this decision in a prominent place in the common parts of the Property.

Name: Judge S. McKeown

Date: 21 January 2026

Rights of appeal

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).