



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

Case Reference : **CAM/38UD/LDC/2025/0661**

Property : **2 Market Place,
Wallingford,
OX10 0EJ**

Applicant : **AMH Properties Ltd., (Landlord)**

Representative : **Alan Shurety FRICS**

Respondents : **Leaseholders of Flats 1, 2, 3, 4.**

Representative : **None**

Landlord : **AMH Properties Ltd.**

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

Tribunal : **N. Martindale BSc MSc FRICS**

Hearing Centre : **Cambridge County Court, 197 East
Road, Cambridge CB1 1BA**

Date of Decision : **3 November 2025**

DECISION

Decision

1. The Tribunal does NOT grant dispensation from any and all of 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; being “...*the recovering of the whole of the flat roof above the commercial premises which incorporates the means of escape.*” (Part 6.5, of Form Leasehold 5 as filed).

Background

2. The landlord applied to the Tribunal under S20ZA of the Landlord and Tenant Act 1985 (“the Act”) for the dispensation from all or any of the consultation requirements contained in S20 of the Act for work to a flat roof, said to be a common area.

Directions

3. Directions dated 5 September 2025 were issued by Legal Officer, Laura Lawless of the Tribunal, without an oral hearing. They provided for the Tribunal to determine the application on or after 17 October 2025, unless a party applied on or before 26 September 2025 for a hearing. No request was received by the Tribunal. The applicant confirmed in their Form, that they were content with a determination on paper alone.
4. The applicant landlord was, to send to each of the leaseholders a copy of the application form, other evidence and the Directions by 15 September 2025 and to certify the date of compliance, to the Tribunal.
5. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal by 26 September 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 2 copies to the Tribunal and 1 to each respondent leaseholder and do so by 3 October 2025.
6. The applicant filed a letter of 10 September 2025 certifying compliance with its role in the Directions.
7. In the event, the Tribunal received a combined response, objecting to the application from leaseholders of flats 1, 2 and 3 at the Property. The Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of the works either directly or indirectly via the bundle.
8. The Tribunal determined the case on the combined bundle received from the applicant, including representations and other supporting documents

against the application from respondents: Flat 1 Rebecca Sheahan, Flat 2 Matthew Knight, Flat 3 Jack Teboe. At Flat 4 the leaseholder did not make any representations and had apparently already paid their billed share in full. The other 3 objectors were said to have each paid the £250 capped figure, as their capped contribution in their view, towards the cost of the works.

Applicant's Case

9. The application dated 15 August 2025 is set out in Form Leasehold 5. At Part 6.5): *“The works comprised the recovering of the whole of the flat roof above the commercial premises which incorporates the means of escape. The works became urgent in April 2025 due to the condition of the roof covering, water ingress to the commercial premises with potential losses to that business and the applicants concerns of the use of the means of escape. Estimates were obtained and the work was then carried out.”*
10. The consultation that was carried out is described as: *“All four residential leaseholders were presented with invoices for their share of the total cost of these works. They questioned lack of Section 20 consultation and the applicant informed them of the reasons why the works were carried out in that way. Three of the leaseholders have subsequently submitted £250.00 in payment to the applicant and the fourth leaseholder has paid their invoice in full.”*
11. The applicant offers the following explanation as to why dispensation for all or any of the consultation is sought. *“Works became urgent due to the applicants leasehold responsibilities for the whole building, in particular to commercial tenant and maintenance of the Means of Escape. Estimates obtained when work was not urgent were outdated time wise and were in excess of those later obtained by the applicant. Analysis showed that the estimate obtained in April 2025 from the successful contractor was competitive and reasonable and did not involve additional on costs - such as VAT and professional fees.”*
12. The Property appears to be a small combined commercial and residential development known as No.2 Market Place. This appears to consist of 4No. flats on first and second floors above at least 1 ground floor commercial premises. The qualifying works only concern 4No. flats.
13. The application at box 2.3 describes the Property as a *“Building on three floors with a basement. The commercial premises to the ground floor and basement are let as leasehold. The Residential accommodation comprises four flats to the upper floors and are all let as leasehold... There is a flat roof over the rear part of the commercial premises and the means of escape in case of fire from the residential accommodation is*

over this flat roof. The applicant is the freehold owner of the whole of the Building”.

14. The application at box 7 confirms that these are to be qualifying works and that they had been started, and by the date of the determination now completed. At box 9 the applicant was content for paper determination and applied for them, at box 10, to be dealt with by Standard Track. There was said to be no ‘special reason for urgency in this case’.
15. The bundle prepared by the applicant without consecutive page numbers contained further statements sent in with an accompanying letter from Alan Shurety FRICS acting for the applicant. The statements at section 4 are said to support the application however none of them are signed dated or otherwise formatted as witness statements. It is unclear by whom they were written and they reference the applicant as a third person suggesting that they were no prepared by the applicant landlord.
16. **“The Premises and Lease Obligations”**: This appears to confirm that the entire roof, structure, deck and covering over the ground floor commercial area, are for the landlord of that part and of the whole Property to maintain, replace, renew. There is reference to a copy of the lease of the commercial premises at section 8. Although referenced as ‘confidential and privileged’ as a registered lease copies are available to all, on payment of a fee to HM Land Registry.
17. **“The Time Line”**: The ground floor property was inspected by a member of the applicant’s staff on 19 March 2025. The shop manager referenced ‘some water ingress’. Section 6 includes a photograph of the shop and in particular of the ceiling. It appears to show some damage to paintwork extending to about a foot square near the centre of the room, presumably a rear room under the flat roof. *“... In early April 2025 the applicant inspected inspected the premises and concluded that urgent action was required.”* No further photographs of this ceiling after 19 March 2025, if taken, were included or referenced in the bundle. If a report on the roof and ceiling had then been undertaken by the applicant again no copy of the commission or of that report was provided in the bundle nor to the leaseholders at that time, or since.
18. We know that ‘Professional Services’ were rendered by David Barrington FCION CNve Dip NDeA for ‘proposed flat roof remedial works’, some time in early 2021. No copy of any report prepared at that time, was provided. It appears that no work arose as a result, at or around that time, some 4 years earlier. If a further survey had been commissioned as might have been expected, it was not referenced here, nor was a copy provided to the leaseholders or to the Tribunal now in the bundle. Nevertheless: *“The applicant concluded that the whole of the roof covering should be replaced as opposed to repair. This was due to the uncertainty as to the*

source of the water ingress and the age, design and layout of the roof. This action was necessary in order to minimise internal damage to their demise (of the ground floor commercial tenant) and further damage to the roof structure and to limit to disruption of the tenants business. The applicant tried immediately to obtain three estimates for works to the roof. Two estimates were received on 14 April 2025. The third contractor declined to quote. The applicant obtained a quotation from Sha Roofing as they had recently satisfactorily carried out the similar replacement of a flat roof covering to one of his other premises. Sha Roofing Ltd submitted the lowest quotation, were able to start quickly and commenced work on 21 April 2025.”

19. **“The Estimates”** *“The two estimates are attached in Section 5. These estimates were from Sha Roofing Ltd. and Skyline Roofing Contracts Ltd. and were £25,000 and £29,000 respectively. There was no VAT charged in respect of these estimates. There were no Professional fees charged in respect of these estimates. If the contractor was charging VAT and there was also the involvement of surveyors then the overall cost to the applicant and the respondents would have increased by around 30%. The applicant is not charging any management fees in respect of this project.”*
20. The applicant does not explain the absence of a VAT charge: On the invoice from Sha Roofing Ltd. (with 10% of the total to be paid direct to another company ‘Sam Construction Supplier Ltd’); nor on the Skyline Roofing Contractors Ltd’ quotation, for these works of repair at the Property, especially when both are limited companies and VAT registered.
21. The applicant at section 6 of the bundle includes printed photographs. There are no dates, but they appear to show: 1. Part of the shop rear interior (a charity second hand goods store) ground floor, rear presumably. 2a. A frost/ snow covered flat roof over the ground floor (rear only again) part of the shop, showing what appears to be a walkway with railings, across parts of the flat roof. 2b A frost covered flat roof showing a rainwater pipe serving upper floors laid flat on the flat. It might be of rusty cast iron laid on concrete ? pads. 3 A frost covered flat roof from further back. 4. A frost free felted roof covering with some flashing to an adjacent brick wall, which may be of the new roof covering and of new flashing. 5, 6 & 7. A frost free felted new ? roof covering with some walkway railings laid on large concrete ? pads to protect the underlying roof surface ?

Respondent’s Case

22. The Tribunal received objections from 3 of the 4 leaseholders. These were combined and set out in section 7 of the bundle. The 3 leaseholders each filed the brief Forms of Reply all dated 18 October 2025. No objection was

- raised by the applicant to the timing of these beyond the timetable in the Directions. In any case the Directions themselves allow for the parties to agree between themselves any reasonable changes to the dates contained and there appeared to no prejudice in presenting the respondents case later than originally timetabled. (On 20 October 2025, the Tribunal's Legal Officer approved by email to the parties this joint application of the respondents for an extension of time for filing, to 22 October 2025).
23. The respondents set out their statement of 20 October 2025. They made various points including: p.5 *"The freeholder has demanded a contribution of £2,600 per flat towards major works carried out on the roof and guttering of the building, with a total reported bill of £25,000 for the roof and £1000 for the guttering. The statutory consultation process was not followed; no notices were served, no opportunity was given to nominate contractors and no estimates or explanation of the work being completed were provided, I was not until we questioned both the lack of information about the work and the fact that it seemed that the statutory consultation had not been undertaken that we were told the work was apparently urgent."* The respondents also included a separate invoice for separate guttering work, not included by the applicant.
24. The respondents appeared to have included in section 8 to the bundle some photographs (also undated). 1. An apparently rusting disconnected rainwater downpipe next to the sewerage pipes to a rear main wall above ground level. 2. Loose flashing between a party wall at first or higher floor to the rear back addition roof - it is unclear if this is before or after the works. 3. The base of the handrail support around the fire escape roof appearing unnaturally suspended some 25mm or so above the concrete pad. 4. The remains of fixings to an earlier downpipe, folded down around the new black plastic downpipe. 5. Rainwater pooling to the roof; unclear if before or after the works. 6. Another 'floating' metal upstand to the fire escape handrail. 7. A horizontally propped cast iron rainwater downpipe on concrete and brick pads on what appears to be the new roof. 8. Another 'floating' metal upstand to the handrail. 9. & 10. A damaged vent outlet to a brick wall at or above first floor level. 11. A 'Google Maps' satellite image of the site.
25. **Lack of Proper Notice:** *On 17 April 2025, leaseholders received a short email stating only that some roof works would take place from 22 April 2025. No detail was provided regarding the scope of works their necessity, or any associated costs."* (Copy of the email from the freeholder included). Work began on 21 April 2025 a bank holiday despite not being authorised for that day by the freeholder as it was not emergency work. *"No details were shared in the two months following the work being completed and we were not made aware of the scope or cost of the work until an invoice was sent on 23 June 2025."* (Copy provided). *"This invoice was received 2 months after the work was completed. There was*

no communication from AMH between 21 April and 23 June regarding the roof. No survey reports, evidence of urgency or professional advice have been shared with leaseholder to support the decision to proceed without consultation despite the leaseholders requests.” (Copies provided).

- 26. Questionable Urgency:** *“The only explanation given for the works was a leak in the commercial premises. No evidence of the leak has been provided such as surveyors reports or pictures. Leaseholders believe that it is possible a temporary repair could and should have been carried out to allow time for the statutory consultation process. Additional guttering works were included in the roof work but no explanation has been provided as to why these also could not await consultation, given the overall cost of the work is significantly over the statutory threshold.”* The leaseholders reference that the roof defects and a need for some repairs had been highlighted in 2021 when it was surveyed but that survey report was not shared with leaseholders. No mention was made to leaseholders in 2021 of roof work being needed. The quotes in 2021 were higher than the recent cost of the work undertaken but, were not like for like, including other elements such as windows in the commercial premises and ‘updating the fire escape’. *“This history of delay undermines any claim that the works were too urgent to for consultation... The 17th April 2025 ... was the first communication from AMH to the current leaseholders regarding the roofs, approximately 4 years after the aforementioned survey.”* The leaseholders also maintain from discussion with the freeholder in July 2025, that the ‘fire escape’ across the flat roof is unsuitable for this purpose, a section of fixed ladder being no longer considered compliant with a means of escape, this currently being via the internal staircase.
- 27. Loss of Communication Rights:** The leaseholders state that they were denied the right to comment on the need for and scope for these works. Chance to obtain a quote of their own and for clearly specified works. Chance to read, consider and compare more than one quote. Chance to nominate a contractor to price for the work. Chance to assess the quality of work specified and priced for on completion. Chance to review the landlord’s statement of reasons for selecting the chosen contractor. They added: *“The appointed contractor travelled from over an hour away from North London. Had leaseholders been able to nominate local firms, we believe the works may have been carried out more cost-effectively. To date no quotes tender documents or breakdown of costs have been shared with any leaseholders.”*
- 28. Concerns About Quality:** *“...Had consultation taken place, leaseholders could have influenced the choice of contractor and insisted upon clearer guarantee of quality. This might have avoided the current*

concerns and the risk of future remedial costs... a further form of prejudice.”

29. **Prejudice Suffered:** “*..procedural and financial.*” They state that they were denied consultation required under the statutory instrument; were unable to influence the scope timing cost; now have a demand for over ten times the statutory cap...”*...without any assurance that the works were necessary reasonable or competitively procured.*”
30. The respondents then refer to the costs of the works based on industry averages and question the value for money. These are however not matters for the Tribunal to consider in any detail at this stage and would be for another Tribunal to deal with on a separate application under S.27A if filed by a party later.
31. The respondents in their appendices reference events of May 2021 at the Property when estimates were obtained for repairs to roof, apparently flat involving replacing a deck and covering, through consultant David Barrington by the then freeholder and expected to be around £40-£45,000. Work was intended to commence at that time. It is unclear if it did.
32. Respondent Appendix 6 includes correspondence about the start of works on a bank holiday where the landlord company apologises for work on the bank holiday and confirmed to leaseholders that: “*We would never ask for someone to work on a bank holiday unless it was an emergency.*”

The Law

33. 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.
34. 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.”

35. The consultation requirements for qualifying works under qualifying long term agreements are set out in Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003 as follows:-

1(1) The landlord shall give notice in writing of his intention to carry out qualifying works –

- (a) to each tenant; and**
- (b) where a recognised tenants’ association represents some or all of the tenants, to the association.**

(2) The notice shall –

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;**
- (b) state the landlord’s reasons for considering it necessary to carry out the proposed works;**
- (c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;**
- (d) invite the making, in writing, of observations in relation to the proposed works or the landlord’s estimated expenditure**
- (e) specify-**
 - (i) the address to which such observations may be sent;**
 - (ii) that they must be delivered within the relevant period; and**
 - (iii) the period on which the relevant period ends.**

2(1) where a notice under paragraph 1 specifies a place and hours for inspection-

- (a) the place and hours so specified must be reasonable; and**
- (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.**

(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.

3. Where, within the relevant period, observations are made in relation to the proposed works or the landlord’s estimated expenditure by any tenant or the recognised tenants’ association, the landlord shall have regard to those observations.

4. Where the landlord receives observations to which (in accordance with paragraph 3) he is required to have regard, he shall, within 21 days of their receipt, by notice in writing to the person by whom the observations were made state his response to the observations.

Tribunal's Decision

36. 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.
37. 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.
38. The application was not described as urgent and the applicant was content with the standard track.
39. In determining the application the Tribunal considered in particular, the applicant's documents filed at section 5 and the respondents' documents filed at section 7 of the bundle.
40. The applicant referred to estimates (plural) having been obtained. However the Tribunal only found no estimates from the applicant and instead ONE 'Quotation' further referenced below. The Tribunal also found a 2 page document in A4 format, which described itself as an 'Invoice'. There was no prior estimate or quote from that company.
41. The sole invoice was dated 14 April 2025 and issued by 'Sha roofing Ltd.'. Presumably at this date the work to the roof, had been completed, yet elsewhere the work was said to have commenced on 21 April 2025 by the leaseholders and by the applicant the following day. Payment for the work was said to be due on its receipt but, that receipt date, was not clear. No prior quote or estimate from Sky Roofing Ltd (or more correctly of Sky Roofing and Guttering Ltd.) of either the work or the anticipated cost was provided to the leaseholders, nor to the Tribunal, despite being referenced as provided by the applicant in their earlier statements.
42. In considering the single estimate from and the single invoice in the applicant's representations, any company issued document should include by law, the registered office address and the company number. This invoice does not. The cost including VAT at "0%" is stated as £25,000. It's

noted that despite being a repair and despite the company being registered for VAT, no VAT was charged. Whilst the total cost and its reasonableness and payability is not a matter for consideration by the Tribunal for the dispensation stage, no explanation was offered for these basic omissions in that document, by the applicant, irregularities which concern the Tribunal. The contractor has produced at least two versions of invoice No.INV0234 both dated 14 April 2025. In the one copied to and filed by the respondent leaseholders it requests final payment is made to KBFS Ltd.. In the otherwise 'identical' version copied to and filed by the applicant it requests final payment is made to Sam Construction Supplier Ltd.. These differences in what should be identical documents sit uneasily with the Tribunal.

43. The respondents included an additional invoice for other 'guttering work' at £1000, (apparently in addition to the earlier invoice for the flat roof, provided by the applicant). The applicant did not however include this additional work in its request for dispensation from consultation just the main roofing work. This second invoice was also from Sha roofing Ltd. Its dated 24 April 2025, again due for payment on receipt. There is again no company registration number, address, or any VAT charged, though VAT registered. Again no prior estimate for this work was provided by Sha roofing Ltd. and if it had been had not been provided to the respondents or to the Tribunal.
44. The applicant included a 1 page document in A4 format, being the sole 'estimate' for the work; and was included by the applicant presumably for indirect support of the cost set out in the 'Invoice' document above. This document described as a "QUOTE" was dated 16 April 2025 some 2 days after the date of the final bill for the roof. The 'quote' was issued by Skyline Roofing Contractors Ltd.. However upon routine enquiry of readily available documents already in the public domain, it was found by the Tribunal that there are 3No. companies with this exact name. All three are however dissolved, the latest having been dissolved on 1 April 2025, that is, some two weeks before it is said to have issued this 'quote'. The price quoted is stated as £29,000. Again there is no reference to VAT being due, nor again to the registered office address, nor again to the company number as required by statutory instrument. Again no explanation was offered by the applicant to seek to explain these basic omissions and oddities in that document; which is again of concern to the Tribunal regarding prior preparation and estimating of the extent the works to be carried out. The Tribunal therefore finds the 'supporting figure' by this quote at £29,000, unreliable and unhelpful.
45. There was no evidence provided by the applicant that they had contacted the leaseholders at all, before specifying, quantifying, pricing, commissioning, or paying for the work: Or even before making this application for dispensation. Indeed the applicant confirms that its

“consultation” began on presentation to leaseholders of the final invoice for the works.

46. The Tribunal finds that for the varied reasons above (other than value for money reasonableness and payability of any contribution via a service charge by leaseholder to freeholder being a separate matter) that the leaseholders were significantly and needlessly prejudiced by the way these works were investigated, specified, priced, tendered and undertaken. The works could easily have been undertaken with appropriate consultation of all of these aspects but, were not. There was no evidence of any urgency and many months prior warning from 2021 for the landlord to prepare for them and programme them in, following the normal statutory consultation process. Consequently the application now by the landlord for dispensation of any and all of the statutory consultation process is refused. The maximum sum to be chargeable by service charge contribution, to each leaseholder of the 4 flats at this Property, for this work, is therefore capped at £250.

47. 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.

N Martindale BSc MSc FRICS

3 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).