

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

**Case Reference** : **CAM/00ME/LDC/2025/0658**

**Property** : **1-9 Ashington House, Boyne Hill Avenue,  
Maidenhead SL6 4ER**

**Applicant (Management  
Company & Landlord)  
Representative  
(Managing Agent)** : **Ashington House Management Limited  
Alba Management Services**

**Respondents  
(Leaseholders)** : **All Leaseholders of dwellings at the Property**

**Type of Application** : **To dispense with the consultation  
requirements referred to in Section 20 of the  
Landlord and Tenant Act 1985 pursuant to  
Section 20ZA**

**Tribunal** : **Judge JR Morris**

**Date of Application** : **1 August 2025**  
**Date of Directions** : **14 August 2025**  
**Date of Decision** : **3 October 2025**

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**DECISION**

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**Decision**

1. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) with which they have not complied.

2. The Applicant or its Representative shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to the Leaseholders.

## **Reasons**

### **The Application**

3. On 1 August 2025 the Applicant's Representative applied for dispensation from the statutory consultation requirements in respect of qualifying works to replace the roof covering on the two flat roofs of the Property due to water ingress into Flat 9.
4. The Property is a three and four-storey building of 9 purpose built self-contained flats constructed circa 2000 with brick elevations under a pitched tile roof to the front which gives way to two flat roofs each at a different level to the rear covering most of the Property. The grounds have a car park and a lawned area.
5. Two estimates have been obtained one with a total contract value of £31,415.04 inclusive of VAT and another of £14,040.00. As there are only 9 flats the cost of the qualifying works, whichever contractor is selected, exceeds the threshold of £250.00 per unit which requires the Applicant to consult the Leaseholders in accordance with the procedure required under section 20 of the Landlord and Tenant Act 1985.
6. Directions were issued on 14 August 2025 which stated that the Application would be determined on or after 25 September 2025 based on written representations and without an inspection, unless either party made a request for an oral hearing before 4 September 2025. No requests for a hearing were received.
7. The Directions required the Applicant's Representative to send by 22 August 2025 to each of the Respondent Leaseholders, by hand delivery or by first class post and by email, if practicable, or the Leaseholders portal, if any, copies of:
  - i. The application form without the list of leaseholders' names and addresses;
  - ii. The Directions;
  - iii. A clear concise description of the relevant works for which dispensation is sought;
  - iv. an estimate of the cost of the relevant works, including any professional fees and VAT;
  - v. Any other evidence relied upon; andTo file with the Tribunal confirming that this had been done and stating the date on which this was done.
8. On 15 August 2025 the Applicant's Representative confirmed that this Direction had been carried out.

9. If the Respondent Leaseholders wished to oppose the Application the Directions required them by 4 September 2025 to send a reply form attached to the Directions to the Tribunal and a statement in response to the application to the Applicant. No reply forms or representations were received.

## **The Law**

10. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
11. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations are summarised in Annex 2 of this Decision and Reasons.
12. Section 20ZA allows a Landlord to seek dispensation from these requirements, as set out in Annex 2 of this Decision and Reasons and this is an Application for such dispensation.
13. The terms “tenants” “lessees” and “leaseholders” are synonymous as are “landlord” and “lessor.”

## **Applicant’s Case**

14. The Applicant provided a bundle to the Tribunal in accordance with Directions which included:
  - A copy of the Lease;
  - Application to the Tribunal;
  - Tribunal Directions;
  - Applicant’s Representative’s confirmation regarding compliance with Directions;
  - A Notice of Intention to the Leaseholders dated 7 July 2025;
  - Two Quotations:
    - Advanced Roofing Solutions dated 3 May 2025 for £31,114.80
    - Windsor Roofing Specialists dated 22 July 2025 for £14,040.00.
  - A letter to the Leaseholder’s informing them of the quotation chosen.These together set out the Applicant’s case.

## ***The Lease***

15. A copy of the Lease was provided which the terms of which were common to all Leaseholders, between the original Lessors (1) and the Lessees (2) and Ashington House Management Limited (referred to I the Lease as “the Company”)(3), for a term of 125 years from the date of the Lease which was in 2009. The Leaseholders are members of the Association. The relevant covenants of the Original Lease are as follows:
- a) Clause 3.2 the Lessee covenants with the Lessor and the Company to pay the Service Charge which is the Lessor’s contribution to the expenditure set out in the Sixth Schedule.
  - b) Clause 3.4 the Lessee covenants to become a member of the Company.
  - c) Clause 8 the Company covenants with the Lessor and Lessee to perform and observe the obligations set out int the Fifth Schedule.
  - d) The Fifth Schedule sets out the obligations of the Company which at Paragraph 1 are “to maintain repair redecorate renew amend clean paint grain varnish whiten and colour: -... the structure of the Building and in particular ...the roofs foundations structural external and structural internal walls (including but without prejudice to the generality of the foregoing any inherent defect therein) ...”
  - e) The Sixth Schedule sets out the expenditure of the Service Charge which includes “The expense of maintaining repairing redecorating renewing amending cleaning painting graining varnishing whitening and colouring the parts of the Building and all the appurtenances apparatus and other things thereto belonging in accordance with the provision of Paragraph 1 of the Fifth Schedule”

## ***The Application***

16. The Application form identified the qualifying works as follows:
- To strip off existing flat roof covering back to the original boards and dispose of waste from site.
  - To supply and instal a new single ply rubber warm roof system which consists of:
    - Plastic vapour control layer;
    - Iko enertherm 120mm insulation boards;
    - Fleece backed DuoPly single ply rubber covering; including
      - Joining tapes glues and adhesives,
      - New code 4 bespoke lead outlets.

17. The Applicant's Representative stated that the Leaseholders were sent a letter of intention on 7 July 2025. Two quotations were obtained of which the Leaseholders have a copy and a letter was sent to Leaseholders informing them of the quotation selected.

### ***The Directions***

18. The Directions have been dealt with above.

### ***The Quotations***

19. Two quotations for the works were provided:

#### Advanced Roofing Solutions

Installation of a Topseal HD 600gm GRP fibreglass warm roof covering onto the main flat roof of Ashington House and the preparation and direct overlay of the existing coverings of the lower-level flat roof with Triflex ProTect and in full compliance with current building regulations.

Topseal HD is a BBA approved flat roof covering that forms a completely seamless monolithic membrane that is guaranteed for a period of 30 years. Triflex ProTect is also BBA approved and is covered by a 20-year guarantee.

#### *Topseal HD 600gm 30 Year GRP Flat Roof System for Upper-Level Roof*

Specification: (High-level flat roof 37.5m<sup>2</sup>)

- Careful removal and disposal of the existing roof coverings and roof deck.
- Supply and install a new 18mm T&G 0533 sub-deck with Visqueen type 1200 auge vapour control layer.
- Supply and install 140mm Recticel Eurothane thermal insulation to achieve a U-Value of 0.16w/m<sup>2</sup>k and in full compliance to current building regulations.
- Supply and install a new 18mm structural tongue and grooved OSBS roof deck.
- Supply and install pre-formed GRP 0260 wall fillet and F300 lay board flashing profiles as required.
- Install Topseal specifically modified low styrene emission resin, as part of an approved BBA system.
- Resin will be accelerated with Methyl Ethyl Ketone Peroxide (MEKP) liquid catalyst dispensed from an approved safety container, and following the manufacturers recommendations.
- Resin will be fully mixed prior to application with the addition of catalyst and applied to the area strictly in accordance with the manufacturer's recommendations.

- The laminate will be laid within the specified temperature range, using only catalysts supplied and approved by the system manufacturer.
- The laminate will be applied with suitable application tools at the correct application rate with 600gm glass reinforcement, as supplied and approved by the system manufacturer. Reinforcement mat will be suitably overlapped by laying rolls with cut edge to dressed edge, as specified by the system supplier.
- Laminate will be suitably worked using a consolidating roller to exclude all air and promote an even dispersal of resin.
- The laminate will be allowed to partially cure to allow the further application of the pre-pigmented isophthalic topcoat. The topcoat will be applied when the laminate has reached a tack-free condition.
- Topseal topcoat colour would be RAL 7016 Anthracite.

Total Cost £9,291.00 Plus Vat

*Triflex 20 year ProTect Waterproofing System for Lower-Level Roof.*

Specification: (Lower-level flat roof 35m<sup>2</sup>).

- Careful removal and setting aside of the existing decorative ridge tiles for re-installation.
- Clean the existing bitumen sheet surfaces by power washing.
- De—grease all surfaces to be coated with Triflex solvent cleaner.
- Careful removal of existing poorly applied repair patches.
- Apply Triflex Cryl primer 22 onto all bitumen surfaces.
- Apply Triflex metal primer to all rainwater outlets.
- Fill any minor defects with Triflex Cry! Spachtel PMMA resin filler.
- Apply Triflex ProDetail at a rate of 3kg\m<sup>2</sup> onto the Triflex 110gm reinforcement fleece to all perimeter upstand/down-stand details.
- Apply Triflex ProTect at a rate of 2kg \m<sup>2</sup> onto the flat surfaces and immediately lay Triflex 110gm reinforcement fleece into the wet resin and work with a roller until fully saturated.
- Apply a second layer of Triflex ProTect onto the saturated reinforcement fleece at a rate of 1kg/m<sup>2</sup>.
- The product will be applied with suitable application tools at the correct application rate with Triflex 110gm reinforcement fleece, as supplied and approved by the system manufacturer.
- The coating will be suitably worked using a roller to exclude all air and promote an even dispersal of resin.
- Re-seal install the existing decorative ridge tiles and point with the correct mortar mix.

Total Cost £6,599.00 Plus Vat

*Preliminary Items:*

Access:

- Supply to site and erect a fixed scaffold with fixed guard rails to provide protection to all exposed edges.
- This assumes that the current scaffold remains in place and will be added to with the full scaffold.

Total Cost £8,600.00 Plus Vat (weekly scaffold tag inspections will be charged at £170.00 Plus Vat)

Welfare Facility:

Provide a Portaloos with hand wash facility for the duration of works.

Total Cost £245.00 Plus Vat

Removal of Waste:

We have estimated that 1 x 12 yard skip will be required for the removal of waste from site.

Total Cost £360.00 Plus Vat (Additional skips if required will be charged at cost)

Storage Container:

Supply to site for the duration of works a 10ft secure shipping container for the storage of materials.

Total Cost £834.00 Plus Vat

Certificate of compliance x 9 flats. £261.00

10-year Insurance backed guarantee. £36.04 Including 12% IPT

Total Contract Value £31,415.04 Inclusive of VAT & Insurance Premium Tax

Windsor Roofing Specialist

To have a scaffold erected to gain safe access to the flat roofs £1,300.00

To strip off existing flat roof covering back to the original boards and dispose of waste from site £2,200.00

To supply and install a new single ply rubber warm roof system, this will consist of :

- Plastic vapour control layer
- Iko enertherm 120mm insulation boards
- Fleece backed DuoPly single ply rubber including all joining tape glues and adhesives
- New code 4 bespoke lead outlets

(All works to be carried out to the manufacturer's specification)

This price includes the removal and reinstalling of all the surrounding tiles and the ridge tiles

Supply a 10-year guarantee on the flat roof works £8,200.00

Total Cost £14,040.00

### ***Quotation Letter to the Leaseholders***

20. The Applicant's representative wrote to the Leaseholders informing them of the quotation that they had chosen, which was the cheapest, a follow:

"We are writing to inform you of urgent remedial works required to the roof at Ashington House.

A leak has developed, resulting in water ingress into Flat 9, and immediate action is necessary to prevent further damage to the building.

The works will involve the replacement of the roof coverings on both flat roof areas to address ongoing issues and ensure long-term waterproofing of the building. Two quotations have been obtained, which are enclosed for your reference.

Due to the urgency of the situation, Ashington House Management Company Limited will be applying to the Lands Tribunal for dispensation from the Section 20 consultation process. This application is necessary to enable the work to proceed without the delay that a full consultation period would entail.

The total cost of the works is £15,444, which comprises:

£14,040 - Quotation from Windsor Roofing Specialist

£1,404 – Management fee from Alba Management

These costs will be funded by an additional service charge demand, which will be issued shortly. Prompt payment would be greatly appreciated to allow the works to proceed without delay."

### **Findings**

21. The Tribunal finds from the Lease that the Applicant is obliged to carry out the qualifying works and that the cost of this work is chargeable to the Leaseholders (Lessees) through the Service Charge.
22. Where the roof is already failing and water is leaking into the residential accommodation below, as in this case, prompt action is required for the health and safety of the Leaseholders affected as well as to prevent damage to the structure of the building. In addition, it is important that the work takes place before winter. The Tribunal found that the qualifying work to replace the flat roofs on the building was necessary and urgent.
23. The Tribunal found that the Applicant's Representative had complied with the first stage of the section 20 consultation procedure in serving a Notice of Intention and went some way to fulfilling the latter two stages in obtaining two quotations sharing these with the Leaseholders and selecting the cheaper of the two. However, the necessity and urgency of the work vitiated against a full

procedure being carried out. The Tribunal found that the part of the procedure that was followed kept the Leaseholders informed and in a good position to make representations to the Tribunal following the dispensation application if they had wished to do so.

24. The Tribunal found that there was a significant difference between the total amounts of the two quotations. The Tribunal analysed the two quotations and found the net cost of Advanced Roofing Solutions was £15,890.00 compared with the net cost of Windsor Roofing Specialist of £10,400.00 for just replacing the two roofs. The additional £5,400.00 quoted by Advanced Roofing Solutions was for a proprietary product which gave a guarantee of 30 years on the upper roof and 20 years on the lower as opposed to 10 years. The remainder of the difference between the two quotations was that Advanced Roofing Solutions charged some £10,000.00 for scaffolding, Portaloo, waste removal and storage, whereas Windsor only charge for scaffolding at £1,300.00. The Tribunal was satisfied that the differences between the quotations were identifiable from the documents themselves which the Leaseholders had seen and upon which they could have based representations to the Tribunal if they had wished. The Tribunal found that no representations were received.
25. Therefore, the Tribunal found that the Leaseholders have not suffered any relevant prejudice by the failure to carry out the section 20 consultation.

### **Determination**

26. In making its decision the Tribunal had regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. In summary, the Supreme Court noted the following:
  - 1) The main question for the Tribunal whether the landlord's breach of the section 20 consultation requirements resulted in the leaseholders suffering real prejudice.
  - 2) The financial consequence to the landlord of not granting a dispensation is not a relevant factor.
  - 3) The nature of the landlord is not a relevant factor.
  - 4) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
  - 5) The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
  - 6) The Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs (including surveyor and/ or legal fees) incurred in connection with the landlord's application under section 20ZA.
  - 7) The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying some "relevant" prejudice that they would or might have suffered is on the tenants.
  - 8) The Supreme Court considered that "relevant" prejudice should be given a narrow definition; it means whether non-compliance with the consultation requirements has led the landlord to incur costs in an

unreasonable amount or to incur them in the provision of services, or in the carrying out of works, which fell below a reasonable standard, in other words whether the non-compliance has in that sense caused prejudice to the tenant.

- 9) The more serious and/or deliberate the landlord's failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.
  - 10) Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
27. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) with which they have not complied.
28. The Leaseholders should note that this is not an application to determine the reasonableness of the works or their cost. If, when the service charge demands in respect of these works are sent out, any Leaseholder objects to the cost or the reasonableness of the work or the way it was undertaken, an application can be made to this Tribunal under section 27A of the Act. A landlord can also seek a determination as to the reasonableness of the cost of the work.
29. The Applicant shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

**Judge JR Morris**

### **Annex 1 – Right of Appeal**

1. 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.
2. 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.
3. 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.
4. 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.

## Annex 2 – The Law

1. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
2. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations and are summarised as being in 4 stages as follows:

A Notice of Intention to carry out qualifying works must be served on all the tenants. The Notice must describe the works and give an opportunity for tenants to view the schedule of works to be carried out and invite observations to be made and the nomination of contractors with a time limit for responding of no less than 30 days. (Referred to in the 2003 Regulations as the “relevant period” and defined in Regulation 2.)

Estimates must be obtained from contractors identified by the landlord (if these have not already been obtained) and any contractors nominated by the Tenants.

A Notice of the Landlord’s Proposals must be served on all tenants to whom an opportunity is given to view the estimates for the works to be carried out. At least two estimates must be set out in the Proposal and an invitation must be made to the tenants to make observations with a time limit of no less than 30 days. (Also referred to as the “relevant period” and defined in Regulation 2.) This is for tenants to check that the works to be carried out are permitted under the Lease, conform to the schedule of works, are appropriately guaranteed, are likely to be best value (not necessarily the cheapest) and so on.

A Notice of Works must be given if the contractor to be employed is **not** a nominated contractor or is not the lowest estimate submitted. The Landlord must within 21 days of entering into the contract give notice in writing to each tenant giving the reasons for awarding the contract and, where the tenants made observations, to summarise those observations and set out the Landlord’s response to them.

3. Section 20ZA allows a Landlord to seek dispensation from these requirements, as follows: –

- (1) 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.
- (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—  
if it is an agreement of a description prescribed by the regulations, or in any circumstances so prescribed.
- (4) to (7)... not relevant to this application.