



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

**Case reference** : **MAN/00BN/LDC/2025/0612**

**Property** : **1a Canal Street, Manchester, M1 3HE**

**Applicant** : **Landmark (Bolton) Ltd**

**Representative** : **Karine Noemi - Residential Management Group Limited**

**Respondents** : **The residential long leaseholders**

**Type of Application** : **Landlord & Tenant Act 1985 - Section 20ZA**

**Tribunal Members** : **Mr J Platt FRICS, FTPI  
Mr N Foster FRICS  
Dr T Gledhill FRICS**

**Date of Paper Determination** : **08 January 2026**

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**DECISION**

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## DECISION

1. Pursuant to section 20ZA of the Landlord and Tenant Act 1985 the tribunal makes a determination to dispense with the requirement to consult with the Respondents on the works of replacing components and repairing the lift at 1a Canal Street, via its approved lift maintenance contractor, Keighley Lifts UK Ltd, at a cost of £3,544.00 plus VAT.

## REASONS

### The Application

2. The application (the Application') was made on 5 March 2025 by Residential Management Group on behalf of Landmark (Bolton) Ltd ('the Applicant'). It seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 ('the Act') in relation to the statutory consultation requirements prescribed by section 20.
3. Dispensation is sought for repairs to the lift at 1a Canal Street, Manchester M1 3HE ('the Property'). The Property is a 6-storey building comprises 8 flats spread over 4 floors within the block. The ground floor and the top floor have no accommodation. The remainder of the block is arranged with 2 flats per floor. The flats on the 4th floor are duplex.
4. The Applicant is the freehold proprietor of the Property and the Respondents are the long leasehold tenants of the 8 flats.
5. A sample lease evidences that the tenants' obligations include the payment of a variable service charge towards service costs incurred by the Landlord in the repair maintenance and provision of services. The Landlord obligations include maintaining, repairing and replacing the retained parts. The retained parts include the lift.
6. Directions were issued on 13 October 2025. The Applicant submitted a bundle of papers including a statement of case and supporting documents. The Applicant seeks dispensation based on its evidence that:

*Early June 2023, the Applicant was made aware that the passenger lift had broken down.*

*The Applicant instructed the site's lift contractor Keighley Lifts UK Ltd (Keighley) to visit the premises and investigate the issue.*

*02 June 2023, the contractor reported that the brake shoe was misaligned, the pit stop button was damaged, and one of the ropes had lost tension. It was recommended that the brake shoe and pit stop button be replaced, and the rope re-tensioned.*

*Keighley submitted a quote of £3,544.00 excluding VAT for the remedial works.*

*The Applicant considered the degree of urgency to address the lift repairs. The brake failure prevented the lift to stop effectively. The damaged pit stop button posed safety risks. The untensioned rope could cause drops. Neglecting these repairs could have compromised the safety of the residents and functionality of the equipment,*

*leading to risk of accidents and potential injuries, and higher long-term costs due to more extensive damage or liability issues.*

*Additionally, the Applicant considered that the existing staircase would not offer sufficient access for all individuals during the anticipated 60-day consultation period in the absence of a lift. This could create significant challenges to access the flats, particularly for those with mobility impairments, and may result in non-compliance with applicable Health and Safety or building regulations.*

*It was essential to resolve these issues promptly to ensure safe and efficient operation. The Applicant appointed the contractor Keighley to carry out the remedial works.*

*Additionally, Keighley Lifts UK Ltd is the approved contractor for the lift and hold the lift maintenance contract at ... Any related works are retained with them to avoid impacting the terms of the agreement, as terminating or altering the contract could incur additional costs*

*It is averred that the Applicant has not caused a financial burden nor prejudice to all relevant Leaseholders and it is held that, it, the applicant acted within a reasonable spectrum.*

7. The Applicants' evidence is that the work was undertaken on 6 February 2023 (the date of the visit record sheet). That date is not consistent with the Applicant's evidence above. Having regard to the quotation and the invoice for the works, the Tribunal assumes that there is an error on the visit record sheet and the works were actually undertaken on (or around) 6 July 2023.
8. The Tribunal, therefore, understands that the works have already been undertaken and the Applicant, in effect, seeks retrospective dispensation.
9. None of the Respondents submitted a statement to the tribunal opposing the Application and the Applicant has confirmed that none of the Respondents has submitted any objections to the Application directly to itself.
10. The Applicant indicated that it would be content with a determination on the papers. The tribunal considered this to be appropriate because none of the Respondents opposed the Application, neither party had requested a hearing and because there was sufficient information before the tribunal to reach a decision. In view of the matters in issue, it was unnecessary to conduct an inspection of the Property.

## **The Law**

11. Extracts from sections 20 and 20ZA of the Act are reproduced in Schedule 1. Section 20ZA subsection (1) provides that the tribunal may make a determination to dispense with consultation requirements 'if satisfied that it is reasonable to dispense with the requirements'.
12. 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.

### **Findings of fact and Reasons for decision**

13. None of the Respondents have submitted a statement of case opposing the Application. There is no evidence before the tribunal that any of the Respondents consider themselves to be prejudiced in any way by the absence of a section 20 consultation exercise.
14. The Applicant has acted in accordance with the recommendations of its professional advisors in replacing components and repairing the lift, via its approved lift maintenance contractor, at a cost of £3,544.00 plus VAT.
15. The tribunal finds that there is no relevant prejudice identified by any Respondent, suffered as a consequence of the Applicant proceeding with the Works without first carrying out the section 20 consultation.
16. The Respondents have made no representation as to any condition the tribunal might impose in granting dispensation, and there is no evidence of any cost being incurred by the Respondents that should appropriately be met by the Applicant.
17. In these circumstances, the tribunal considers it reasonable to dispense with consultation requirements unconditionally. Accordingly, the tribunal makes a determination, under section 20ZA of the Act, to dispense with the requirement to consult with the Respondents under section 20 in relation to the Works.
18. 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.

## **Schedule 1**

### **Extracts from legislation**

#### **Landlord and Tenant Act 1985**

##### **Section 20**

(Subsections (1) and (2):)

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either -

(a) complied with in relation to the works or agreement, or

(b) dispensed with in relation to the works or agreement by (or on appeal from) a tribunal.

(2) In this section 'relevant contribution', in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works under the agreement.

##### **Section 20ZA**

(Subsection (1))

(1) 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.