



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

Case Reference : **MAN/00EQ/LDC/2025/0649**

Property : **Castle Court, Mill St, Nantwich, CW5 5SL**

Applicant : **Castle Court Management (Nantwich) Limited**

Representative : **Fifield Glyn**

Respondent : **The Residential Long Leaseholders**

Type of application : **s.20ZA of the Landlord and Tenant Act 1985**

Tribunal members : **Judge S. Westby
Mr H. Lewis FRICS**

DECISION

Decision

Pursuant to s.20ZA of the Landlord and Tenant Act 1985, the Tribunal grants dispensation from the consultation requirements of s.20 of the Landlord and Tenant Act 1985 in relation to the flat roof repairs carried out in July 2025 at Castle Court, Mill Street, Nantwich, CW5 5SL.

Background

1. This is an application under s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) to dispense with the consultation requirements of s.20 of the Act. These requirements (“the consultation requirements”) are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).
2. The application is made in respect of Castle Court, Mill Street, Nantwich, CW5 5SL (“the Property”). The Property, located in the town of Nantwich in Cheshire, is a purpose-built block of 21 flats.
3. The Applicant, Castle Court Management (Nantwich) Limited, is the management company for the Premises and is represented in these proceedings by Fifield Glyn.
4. The Applicant has provided a list of the long leaseholders of the flats within the Property, who are the Respondents in this matter, as follows (it should be noted that there is no apartment 13):

Apartment Number:	Leaseholder:
1	Mr Rayen & Ms Edwards
2	Mr & Mrs Scringemour
3	Brenda Dale
4	Carl Dovey
5	Ian & Brenda Beckett
6	Mr & Mrs Young
7	Paul & Barbara Skillen
8	Andrew Sherwin
9	Margaret Park
10	Andrew Heffernan
11	Brian Siddall

12	Lesley Cooper
14	Alan Schofield
15	Girvan Thompson
16	William McGarry & Mary McGarry
17	Robert Lee & Christine Lee
18	Ann Fleet
19	John Mills
20	Tom Haines
21	Richard Bleasdale
22	Peter Sharpe

5. The 21 flats located within the Property are subject to long residential leases. All the leases are granted on similar terms and include a covenant by the leaseholder to pay the 'Maintenance Charge' which is defined as a 'fair and reasonable proportion of the aggregate of the sums spent, or to be spent, by the Respondent on the matters specified in Parts 1 and 2 of the Third Schedule'. Paragraph 2 of part 2 of the Third Schedule to the leases includes:
'All sums paid by the Management Company in and about the repair improvement renewal maintenance decoration and cleaning of the Main Structure whether or not the Management Company was liable to incur the same under its covenants herein contained'.
6. The Main Structure is more particularly described in Part II of the First Schedule to the lease and includes, at paragraph (d), *'the roofs over any buildings at Castle Court'*.
7. On 17 February 2025, the Applicant was made aware of water ingress into apartment 2 of the Property, such apartment having previously suffered from water ingress via a flat roof, in September 2016 and October 2019. The Applicant does not believe that any substantive repair or replacement works were carried out to the roof at that time.
8. Following the report of water ingress, the Applicant instructed two contractors to inspect, assess and quote for the works required to the flat roof above apartment 2. The responses were as follows:
 - a) A&D Commercial Services Ltd recommended a full roof replacement and quoted the sum of £4,992 + VAT
 - b) BEB Property Services' initial assessment was that the issue might be related to the guttering and quoted £560 + VAT to clean the gutter and check the flashing.
9. Following these conflicting assessments and the Applicant's concern about the historical leaks and the lifespan of the roof (it being at least 20 years old), it

instructed a third set of contractors, Emertons Roofing, to carry out an assessment.

10. On 30 April 2025, Emertons sent an email to the Applicant which identified a number of issues with the flat roof as follows:

- De-bonding of secondary roof covering
- Perimeter defects
- Inadequate detailing where roof meets the rendered wall
- Poorly executed metal wall capping details
- Cracking to parapet wall brickwork joints

In addition, Emertons identified a number of potential issues once the roof construction had been established (which could only be assessed once the roof had been stripped). Emertons quoted the sum of £6,440 + VAT for replacing the flat roof and remedying the above issues and, if the roof was found to be a 'warm roof' construction, quoted a further £3,345 + VAT for the following additional work:

- Strip additional layers/insulation of existing roof
- Provide and lay new vapour barrier to existing roof deck, to include 130mm rigid insulation board

("the Additional Work").

11. At a meeting on 7 May 2025, the Applicant states that it considered the following factors:

- a) The ongoing water ingress affecting the occupiers of apartment 2
- b) the potential health and safety implications of structural deterioration and water penetration to the Property
- c) the risk of consequential damage to internal fixtures, electrics and fabric of the building
- d) the potential for escalating costs if temporary repairs or repeated access equipment were required
- e) the risk that delay could result in a greater long-term expense to the Respondents
- f) the need for timely intervention before the condition of the flat roof worsened further.

12. The Applicant deemed the required repair works to be of an urgent nature due to the reasons set out in paragraph 11 above and instructed Emerton, on 9 May 2025, to replace the roof in accordance with its quote.

13. Work to the roof commenced on 1 July 2025. Upon stripping back the roof, Emerton reported that it was a 'warm roof' construction and, accordingly, the Applicant instructed Emerton to carry out the Additional Works. The repair works, including the Additional Works and the repair of a broken ridge tile, were completed on 18 July 2025.

14. The total cost of the works was £9,885 + VAT, as shown on the copy invoice included in the bundle.
15. The Applicant seeks dispensation for the replacement of the flat roof in accordance with the quotation from Emerton dated 30 April 2025, reference Bo2/16642 (£6,440 + VAT), together with the Additional Works (£3,345 + VAT) and the repair of a broken ridge tile (£100 + VAT) (together “the Works”).
16. The Applicant states that due to the nature and urgency of the Works it was not able to formally consult the Respondents pursuant to s.20 of the Act.
17. The Works carried out are “qualifying works” within the meaning of s.20ZA(2) of the Act and are works in respect of which each lessee will have to contribute more than £250 by way of service charge by virtue of the terms of the lease which have been set out in paragraphs 5 and 6 above.
18. The only issue for the Tribunal to determine in this matter is whether it is reasonable to dispense with the consultation requirements.
19. The Tribunal issued directions on 31 October 2025. It considered that the application could be resolved by way of submission of written evidence but invited any of the parties to apply for a hearing if so desired. No such application has been made and the Tribunal therefore convened on 22 January 2026 to consider the application in the absence of the parties.
20. Paragraph 3 of the directions required the Applicant to send to the Tribunal and the Respondent a bundle of documents upon which the Applicant sought to rely in support of its application for dispensation. Paragraph 4 of the directions provided that any respondents who opposed the application were to submit written representations to the Tribunal. Paragraph 5 allowed the Applicant to submit a final written statement in reply before the Tribunal made its determination.

The Law

21. Section 18 of the Act defines what is meant by “service charge”. It also defines the expression “relevant costs” as:

‘the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable’.

22. Section 19 of the Act limits the amount of any relevant costs which may be included in a service charge to costs which are reasonably incurred, and s.20(1) provides:

‘Where this section applies to any qualifying works ... the relevant contributions of tenants are limited ... unless the consultation requirements have been either–

- (a) complied with in relation to the works ... or*
- (b) dispensed with in relation to the works ... by the appropriate tribunal’.*

23. “Qualifying works” for this purpose are works on a building or any other premises (s.20ZA(2) of the Act), and s.20 applies to qualifying works if relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.00 (s.20(3) of the Act and regulation 6 of the Regulations).

24. Section 20ZA(1) of the Act provides:

‘Where an application is made to the appropriate Tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works ... the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements’.

25. Reference should be made to the Regulations themselves for full details of the applicable consultation requirements. In outline, however, they require a landlord (or management company) to:

- give written notice of its intention to carry out qualifying works, inviting leaseholders to make observations and to nominate contractors from whom an estimate for carrying out the works should be sought.
- obtain estimates for carrying out the works, and supply leaseholders with a statement setting out, as regards at least two of those estimates, the amount specified as the estimated cost of the proposed works, together with a summary of any initial observations made by leaseholders.
- make all the estimates available for inspection; invite leaseholders to make observations about them; and then to have regard to those observations.
- give written notice to the leaseholders within 21 days of entering into a contract for the works explaining why the contract was awarded to the preferred bidder if that is not the person who submitted the lowest estimate.

Reasons for the decision

26. The Tribunal must decide whether it was reasonable for the Works to proceed without the Applicant first complying in full with the s.20 consultation

requirements. These requirements ensure that tenants are provided with the opportunity to know about the works, why the works are required, and the estimated cost of those works. Importantly, it also provides tenants with the opportunity to provide general observations and nominations for possible contractors. The landlord must have regard to those observations and nominations.

27. The Tribunal had regard to the principles laid down in *Daejan Investments Ltd. v Benson* [2013] 1 WLR 854 upon which its jurisdiction is to be exercised.
28. The consultation requirements are intended to ensure a degree of transparency and accountability when a landlord decides to undertake qualifying works. It is reasonable that the consultation requirements should be complied with unless there are good reasons for dispensing with all or any of them on the facts of a particular case.
29. It follows that, for the Tribunal to decide whether it was reasonable to dispense with the consultation requirements, there needs to be a good reason why the Works should and could not be delayed. In considering this, the Tribunal must consider the prejudice that is caused to tenants by not undertaking the full consultation while balancing this against the risks posed to tenants by not taking swift remedial action. The balance is likely to be tipped in favour of dispensation in a case in which there was an urgent need for remedial or preventative action, or where all the leaseholders consent to the grant of a dispensation.
30. In the present case, it is apparent that the Works were necessary. Two of the three quotations obtained by the Applicant recommended that the flat roof be replaced in its entirety, due to its age and condition. Water was permeating into apartment 2 and, if allowed to persist, could have caused further damage to the apartment and, potentially, posed a health risk to the residents of the Property. The Tribunal notes that the scope of the works included in Emertons' quote went beyond the scope of works detailed in the quote from A&D Commercial Services Ltd.
31. The Tribunal finds that it was reasonable for the Works to proceed without the Applicant first complying with the s.20 consultation requirements. The balance of prejudice favoured permitting such works to proceed without delay.
32. None of the Respondents have opposed the Applicant's application to this Tribunal and there is no evidence to contradict that of the Applicant.
33. The Tribunal emphasises the fact that it has solely determined the question of whether it is reasonable to grant dispensation from the consultation requirements. This decision should not be taken as an indication that the Tribunal considers that the amount of the anticipated service charges resulting from the Works is likely to be recoverable or reasonable; or, indeed, that such

charges will be payable by the Respondent. The Tribunal makes no findings in that regard and, should they desire to do so, the Respondents retain the right to make an application to the Tribunal under s.27A of the Landlord & Tenant Act 1985 as to the recoverability of the costs incurred, as a service charge.

Tribunal Judge S. Westby
26 January 2026

RIGHT OF APPEAL

A person wishing to appeal against this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional Office, which has been dealing with the case.

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, that person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

