



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

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| <b>Case Reference</b>            | <b>:</b> | <b>LON/ooAY/LDC/2025/0876</b>  |
| <b>Property</b>                  | <b>:</b> | <b>1-28 Wiseman Court, Woodland Road, London, SE19 1PQ</b>   |
| <b>Applicant</b>                 | <b>:</b> | <b>The Mayor and Burgesses of the London Borough of Lambeth</b>  |
| <b>Representative</b>            | <b>:</b> | <b>LB Lambeth Litigation team<br/>[Ref: HOS/LIT/PBYFIELD/627020]<br/>Patrick Byfield</b>                         |
| <b>Respondents</b>               | <b>:</b> | <b>The long leaseholders of Flats 6, 7, 8, 10, 11, 12, 14, 18, 19, 20, 22, 23, 25, 26 and 28 at the Property</b> |
| <b>Representative</b>            | <b>:</b> | <b>None</b>  |
| <b>Date of Application</b>       | <b>:</b> | <b>18 September 2025</b>   |
| <b>Type of Application</b>       | <b>:</b> | <b>Dispensation with consultation</b>  |
| <b>Tribunal</b>                  | <b>:</b> | <b>Tribunal Judge Ian Holdsworth<br/>Tribunal Member Carolyn Barton</b>  |
| <b>Date and venue of hearing</b> | <b>:</b> | <b>9 January 2026<br/>Remote</b>   |

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**DECISION**

The Tribunal determines to allow this application to dispense retrospectively with the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 in respect of the Dry Riser replacement works ( the “**Dry Riser works**”) necessary to remedy the defects and obsolescence identified in the system by the OCO Ltd report ( the ‘**OCO Ltd report**’), provided these works fall under the Landlord’s obligations contained in the leases of the flats. The total cost of the works is £17,623.74.

**This application does not concern the issue of whether any service charge costs will be reasonable or payable. The leaseholders will continue to enjoy the protection of Section 27a of the Act.**

The Tribunal directs the applicant to send a copy of this Decision to the leaseholders and to display a copy in the common parts of the building.

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## The Application

1. The applicant made an application on 16 September 2025 to dispense with the consultation requirements imposed by Section 20 of the Landlord and Tenant Act (the “**Act**”). The application affects some 15 leaseholders at 1-28 Wiseman Court, Woodland Road, London, SE19 1PQ (the “**Property**”) whose names are annexed to the application form. The applicant asserts that it is necessary to renew the Dry Riser at the property to remedy the defects identified and described in the OCO Ltd report dated 10 September 2025.
2. On 11 November 2025 the Tribunal gave directions. A reply form was attached to the directions to be completed by the leaseholders who oppose the application. The Tribunal notified the applicant that they would determine the application based on written representations unless any party requested an oral hearing. There was no request from any leaseholder or applicant for an oral hearing.

## Background

3. The Building is a six-storey purpose block built consisting of 26 mixed tenure flats of which 15 are long leasehold.
4. In July 2025, the Council’s Qualifying Long-Term Contractor, OCO Limited (“**the Contractor**”), carried out a statutory wet pressure test on the dry riser system at Wiseman Court. The riser failed the 12-bar test. This meant that in the event of a fire, the riser could not be relied upon to deliver water to the upper floors of the building.
5. A subsequent joint inspection undertaken by the Contractor and LB Lambeth staff concluded the existing riser was not compliant with current legislation and beyond economic repair.
6. OCO Ltd were invited to provide a quotation for the renewal works to the Dry Riser. A copy of this quotation is submitted in the hearing bundle as exhibit PB2 and dated 10 September 2025. The works provide for capping off the existing riser, supplying and installing a new system with 6 landing valves, 1 breeching inlet, 1 air release valve, a new inlet cabinet, and all associated fittings, to BS 9990 standard. The total cost of the works is £17,623.74.
7. A Justification Report dated 11 September 2025 was produced by LB Lambeth. This report explains why it was not possible to carry out a temporary repair to the Dry Riser to allow for full consultation to be undertaken. The reasons given are:

- i. The existing riser had failed the statutory 12-bar test and could not be certified for operational use;
  - ii. The Dry Riser system was non-compliant with current standards and could not be relied on in the event of a fire;
  - iii. Attempting patch repairs would not restore compliance or be certifiable, and any such attempt may result in duplication of work; and
  - iv. Whilst the riser is inoperative a health and safety risk exists to the residents in the event of a fire.
8. The Dry Riser works were commissioned by the Local Authority on 12 September 2025. The residents of the Property were advised of the Authorities intention to seek dispensation from statutory consultation requirements on 16 September 2025.
9. The applicants intend to charge the respondents their proportion of any cost of carrying out the necessary Dry Riser works.
10. The Tribunal notes that the only issue which we are required to determine is whether it is reasonable to dispense with the statutory consultation requirements.

## **Statutory Duties to Consult**

11. The obligation to consult is imposed by Section 20 of the Act. The proposed works are perceived as qualifying works. The consultation procedure is prescribed by Schedule 3 of the Service Charge (Consultation Requirements) (England) Regulations 2003 (“**the Consultation Regulations**”). Leaseholders have a right to nominate a contractor under these consultation procedures.
12. The Landlord is obliged to serve leaseholders and any recognised tenants association with a notice of intention to carry out qualifying works. The notice of intention shall, (1) describe the proposed works, (2) state why the Landlord considers the works to be necessary, and (3) contain a statement of the estimated expenditure. Leaseholders are invited to make observations in writing in relation to the proposed works and expenditure within the relevant period of 30 days. The Landlord shall have regard to any observations in relation to the proposed works and estimated expenditure. The Landlord shall respond in writing to any person who makes written representations within 21 days of those observations having been received.

13. 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 or qualifying long term agreement, the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.”*

## **Determination**

14. This determination relies upon a bundle of papers which include the application, and Order Form 1, the Directions, a Statement of Case, Justification Report, Quotation for Works, copies of various correspondence with leaseholders and copy of a specimen lease.
15. The Supreme Court’s decision in the case of **Daejan Investments Ltd v Benson and Ors [2013] 1 W.L.R. 854** clarified the Tribunal’s jurisdiction to dispense with the consultation requirements and the principles upon which that jurisdiction should be exercised.
16. The scheme of consultation provisions is designed to protect the interests of leaseholders, and whether it is reasonable to dispense with any requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose. The purpose of the consultation requirements is to ensure that leaseholders are protected from paying for works which are not required or inappropriate, or from paying more than would be reasonable in the circumstances.
17. The Tribunal needs to consider whether it is reasonable to dispense with the consultation. Bearing in mind the purpose for which the consultation requirements were imposed, the most important consideration being whether any prejudice has been suffered by any leaseholder because of the failure to consult in terms of a leaseholder’s ability to make observations, nominate a contractor and or respond generally.
18. The burden is on the landlord in seeking a dispensation from the consultation requirements. However, the factual burden of identifying some relevant prejudice is on the leaseholder opposing the application for dispensation. The leaseholders have an obligation to identify what prejudice they have suffered because of the lack of consultation.
19. The Tribunal is satisfied that the works are of an urgent nature and they are for the benefit of and in the interests of both landlord and leaseholders in the Property. The Tribunal are mindful of the potential health and safety risks to leaseholders of a defective Dry Riser system given the design and height of the property.

20. They noted that no leaseholders objected to the grant of dispensation. This suggests that the benefit of carrying out these works urgently is recognised by the residents of the premises.
21. The Tribunal addressed its mind to any financial prejudice suffered by the leaseholders due to any failure to consult.
22. The Tribunal has taken into consideration that the leaseholders have not had the opportunity to be consulted under the 2003 Regulations. In view of the circumstances under which the works became necessary the Tribunal does not consider that the leaseholders, in losing an opportunity to make observations and to comment on the works or to nominate a contractor, are likely to suffer any relevant prejudice.
23. The Tribunal having considered the evidence is satisfied that it is reasonable to dispense with the consultation requirements in this case. In the circumstances, the Tribunal makes an order that the consultation requirements are retrospectively dispensed in respect of the necessary works identified in the OCO Ltd report to remedy the defects and obsolescence to the **Dry Riser system** subject to these works falling under the Landlord's obligations under the leases of the flats.

**Chairman:** Ian B Holdsworth Valuer Chairman

Dated: 12 January 2026