



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

Case Reference	:	LON/00AY/LDC/2025/0933
Property	:	15 Abbeville Road London SW4 9LA
Applicant	:	15 Abbeville Road RTM Co Ltd.
Representative	:	Urang Property Management Ltd. (Managing Agents)
Respondents	:	Leaseholders of dwellings (21No.) at the Property
Representative	:	None
Landlord	:	Tulsense Ltd.
Type of Application	:	S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements
Tribunal	:	N. Martindale FRICS
Hearing Centre	:	First tier Tribunal (Property Chamber) 10 Alfred Place London WC1E 7LR
Date of Decision	:	4 February 2026

DECISION

Decision

1. The Tribunal grants dispensation from 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.

Background

2. The applicant appears to be the management company acting through the managing agent, under the leases and is seeking, from the Tribunal under S20ZA of the Landlord and Tenant Act 1985 (“the Act”) dispensation from all or any of the consultation requirements under S.20 of the Act, of leaseholders of related dwellings, who might be liable for service charge contributions arising from works.

Directions

3. Directions dated 3 December 2025, were issued without an oral hearing by Valuer Chair Neil Martindale. They identified that the respondents were the 21No. leaseholders of (there are 25No. in total) dwellings at the Property, that received a communal heating service. The Directions provided for the Tribunal to determine the application on or after 2 February 2026, unless a party applied by 9 January 2026 for a hearing.
4. The applicant was to send to each of the leaseholders of the dwellings at the Property at least; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.
5. The applicant was to file with the Tribunal a letter by 18 December 2025, confirming how and when it had been done.
6. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 9 January 2026. 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 two copies to the Tribunal and one to each respondent leaseholder by 23 January 2026.
7. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms of objection to respondents either directly or indirectly via the bundle. There was referred confirmation of support.
8. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

9. The application Form Leasehold 5, at box 2.3 provides a 'Brief description of the Building'. *"Three-storey above ground and a basement building comprising 25 flats converted approx. 9 year ago. 21 flats use the communal heating system and contribute under Schedule B of the lease. Four flats have independent heating and do not contribute to the associated costs."*
10. Form Leasehold 5, at box 6.1 and 6.2 confirms these as Qualifying Works which have been completed. Box 6.5.1 confirms that a communal space and water heating boiler serving 21 of the 25No. flats failed. Box 6.5.2 confirms there was no formal Section 20 Consultation owing to the urgency of the work. On 18 October 2025 leaseholders were informed of the failure of the boiler and that dispensation from Consultation would be sought and updates provided. Box 6.5.3 confirmed the boilers failure was beyond repair and would need to be replaced. Seasonal conditions required immediate action to replace the boiler.
11. Box 7, no other related cases were known. In Boxes 8.1 and 8.2 the applicant was content with Paper determination but, that it was urgent. The application was dated 3 November 1980 (presumably 2025).
12. Attached to Leasehold Form 5 is 'Commercial Boiler Replacement Proposal by email of 31 October 2025' dated 31 October 2025 from contractor BlueFlame Plumbing and Heating. BlueFlame advised in an accompanying email that: *"...both boilers and the flue system must be replaced together to ensure the installation can be safely operated, certified, and covered by the 10-year manufacturer warranty."*
13. There were quotes from three other contractors apparently for the same work – the replacement of both boilers. It was not clear which, if any, had been accepted, nor if the specification offered were comparable. From E.Dynamic Group Ltd. at £9,450 + VAT. From Pioneersforgas at £9,685 no VAT. From Urang Cleaning and Maintenance Ltd at £6,758 plus VAT.

Respondent's Case

14. The Tribunal did not receive any objections. An attached email dated 22 October 2025 from the applicant to the managing agent, confirmed support for the works from leaseholders at flats No.s 24/5/7/8/25/12/19/20/22/9/10/14. There were no other representations from the leaseholders, either through the applicant, or directly.

The Law

15. 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. For long term contracts, the cap on contributions from leaseholders is £100 per annum.
16. 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.”
17. 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.”
18. The consultation requirements for qualifying works under qualifying long term agreements are set out in detail at **Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003.**
19. The consultation requirements for qualifying works for which public notice is not required are set out in detail at **Schedule 4 of the Service Charges (Consultation Requirements) (England) Regulations 2003.**

Tribunal's Decision

20. 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.

21. 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 where there is no public procurement.
22. The correspondence showed that the applicant essentially complies with the Directions. There appeared to the Tribunal to be at least 3 comparable quotations from 3 different contractors for essentially the same work – replacement of both heating boilers. It is unclear which if any were appointed. The Tribunal confirms that to the extent of the work set out in the quotations, dispensation is granted.
23. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.
24. **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 FRICS

4 February 2026

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).