FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/33UF/LDC/2025/0688**
Property	**:**	**Flats 1-4, 7 Westcliff, Sheringham, Norfolk NR2 6 8JT**
Applicant	**:**	**Westcliff Flats Management Company Ltd**
Representative	**:**	**LRPM (Managing Agents)**
Respondents	**:**	**Leaseholders of dwellings at the Property**
Representative	**:**	**None**
Landlord	**:**	
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) Cambridge County Court, 197 East Road, Cambridge CB1 1BA**
Date of Decision	**:**	**19 January 2026**

DECISION

Decision

1. The Tribunal does NOT grant 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.

2. At the date of application it was stated that construction work had not been started. (Form Leasehold 5 Box 6.2). It was understood that the applicant's agent was acting for the applicant, but unclear that the landlord or management company would be able to recharge costs under the service charge provisions to all leaseholders in the Property, because a sample copy of a flat lease, though Directed, had not been provided.

Background

3. The applicant appears to be either the freeholder and/or 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. No sample copy of a flat lease was provided by the applicant.

4. This application appeared to concern *"essential works"* (mentioned in the covering letter of 17 November 2025 to the leaseholders of Flat 1, bundle p.1). The works in the *"Major Works invoice"* attached, are termed *"Description. Back roof and front of the property…"* There is a document (bundle p.11) headed *"Scope of Works taking place at 7 Westcliff"*. It refers to headings of *"Back Roof"* and of *"Back garden & Front of Property"*. Under each there are a short list of works. It is unclear who prepared this document or what defect it was prepared in response to.

Directions

5. Directions dated 13 October 2025 amended 7 November 2025, were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – 4No. flats at the Property. The Directions provided for the Tribunal to determine the application on or after 19 January 2026, unless a party applied by 1 December 2025 for a hearing.

6. 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.

7. The applicant was to file with the Tribunal a letter by 17 November 2025, confirming how and when it had been done.

8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 1 December 2025. 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 8 December 2025.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.

10. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

11. The application Form Leasehold 5, dated 23 September 2025, at box 2.3 appears to confirm that the Property consists of 4No. flats. The application referred to the agent LRPM as 1. agent for the applicant, 2. agent for the respondent, 3. agent for the landlord. The form did not name the landlord. No list of leaseholders (respondents) of the respective leases at the Property was provided, though copy letters to each were.

12. The application at box 6.1 confirmed that these are to be qualifying works, but that they had not been carried out at the date of application, box 6.2. They were not part of a long term contract. At box 8 the applicant was content for paper determination and that it was not urgent.

13. The application at 'Grounds for seeking dispensation', at Box 6.5.1 stated: *"This has been attached as a separate document."*

14. The application at 'Grounds for seeking dispensation' Box 6.5.2, described the consultation that had been carried out or is proposed to be carried out. *"We have not entered the consultation period of the Section 20 as dispensation was required."* This is not a ground for seeking dispensation.

15. The application at 'Grounds for seeking dispensation' Box 6.5.3, explained why they sought dispensation of all or any of the consultation requirements. *"The works were deemed urgent to protect the safety of the building and residents."* There is no detail of the damage and/or defect at the Property, of the potential risk to building and or residents.

16. Direction 8b required the agent to write and confirm that all leaseholders were served with the bundle. The confirmation was not provided.

17. Direction 8c required the agent to provide a sample completed lease. The sample lease was not provided.

18. There was no survey, no description of the defect at the Property for which works were said to be needed. There were no contractor's description of the works though a statement had been prepared, presumably by the agent for the applicant. There was no mention of a quote or estimate from a builder. No coherent reason was given for the avoidance by the applicant of following S.20 consultation. A copy invoice from the agent for the applicant to each leaseholder was provided but, it referred to a sum for works without any basis for the sum or the works or the defect said to be remedied.

Respondent's Case

19. The agent for the applicant, named itself as agent for the respondents.

20. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

21. 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.

22. 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."

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24. 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.**

25. 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

26. 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.

27. 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.

28. The correspondence showed that the applicant failed to comply with a number of simple Directions in a timely manner. It remains unclear what was wrong with the Property, what works were specified by an independent party, a contractor, or their cost, nor why it was not possible for the applicant to simply follow S.20 consultation in the normal way.

29. These works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. No items are included or given dispensation because they were not specifically sought or hereby refused. All of these costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge.

30. 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.

31. **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; in this case, the application is refused.**

N Martindale FRICS **19 January 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).