



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

Case Reference	:	CAM/33UF/LDC/2025/0662
Property	:	3 Cross Street, Cromer, Norfolk NR27 9DE
Applicant	:	27 Church Street Management Company Ltd.
Representative	:	LRPM Ltd. (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	:	5 February 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.

Background

2. The applicant seeks 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. Standard Directions would have been issued sometime in November without an oral hearing. Contrary to standard Directions no copy was provided with the bundle. The Directions would have provided for the Tribunal to determine the application on or after 2 February 2026, unless a party applied for a hearing.
4. Standard Directions would require the applicant 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. Standard Directions would have required the applicant to confirm by letter to the Tribunal that this had been done sometime in December 2025.
6. Standard Directions would have required leaseholders who objected to the application to send a reply form and statement to the Tribunal and applicant, sometime in December 2025. The applicant would have been required 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 sometime in December 2025.
7. 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.
8. The Tribunal determined the case on the bundle received from the applicant, only. The applicant did not file a copy of the Directions.

Applicant's Case

9. This application Form Leasehold 5, dated 14 August 2025, appeared to concern, at Box 2.3 under 'Brief description of the property', "*A block consisting of 2 flats*". At Box 6 these were 'qualifying works' but apparently they had not yet started.
10. At Box 6.5 these were described as "*The felt in the chimney needs to be replaced to make it water tight. The contractors will be removing the flash banding from both chimneys, re-felting and re flash but with lead.*" The consultation carried out to be carried out: "*Notice one of the section 20 has been sent to the leas(e)holders explaining the planned works along with a cover letter which explains that we understand the urgency of this and the stress that the leak is causing so will be applying for dispensation.*" Dispensation was sought because: "*The water ingress to the flat is damaging the timber and the fabric of the building. Every time there is any rain this gets progressively worse.*"
11. At Box 7 the applicant confirmed that there were no related cases: "*No other similar issues known.*" The applicant was content for a decision without a hearing on paper, but under Box 8.1 it was urgent. "*This is urgent as water is damaging the fabric of the building if this is not dealt with now the issue will escalate causing more internal damage.*" No further information was added in Annex 1 of Form 5.
12. Standard Direction 8b requires the agent to write and confirm that all leaseholders were served with the bundle. A copy letter of 17 November 2025 was filed however it did not comply with standard Directions. A confirmation to the Tribunal that this (deficient) correspondence to the two leaseholders, was provided on 4 December 2025.
13. Direction 8c required the agent to provide a sample completed lease. The sample lease was not provided.
14. The applicant included a brief statement "*Costs involved in Major Works*". These listed the following costs "*Application to the tribunal £114. Total cost of works **carried out** by TGA £2,620,80. Total Cost £2,620.80 has been split between the 2 leaseholders as follows: Tender sum: £1950 VAT 20%: £390 Total Estimate £2,340 Project Management Fee @10%: £234 PMF VAT 20% £46.80.*" The works are now confirmed as having been completed, contrary to the filed Form 5.
15. The application included a copy of a "*Major Works Invoice ref 01CRST WRK 3 Cross Street.*" It referenced "*Description Roof and Chimneys repair.*" This invoice appeared to have been created by LRPM Ltd. the applicant's agent. It included a total of £1,310.40 due from each leaseholder. The invoice referenced LRPM Ltd, but failed to give a

registered office address or registered company number and whilst seeking VAT, failed to give a VAT registration number.

16. There was no survey no detailed description of the defects at the Property for which works were said to be needed. There was no contractor's description of the works, a written estimate or invoice. The contractor was not even named other than the initials "TGA" 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

17. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly. Notification required of the leaseholders, by the applicant, under standard Directions was defective in any case.

The Law

18. 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.
19. 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."
20. 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.”

21. 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**.
22. 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

23. 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.
24. 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.
25. 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.
26. The correspondence showed that the applicant failed to comply with a number of simple standard Directions in a timely manner even omitting to include a copy of them and of a lease as required. It remains unclear what exactly was wrong with the Property, what works were specified by an independent party a contractor, or their estimated cost, nor why it was not possible for the applicant to simply follow S.20 consultation in the normal way.
27. 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 now be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge.

28. 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.
29. The Freeholder may wish to consider the competence of LRPM Ltd.
- 30. 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

5 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).