FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/00CA/LDC/2024/0605**
Properties	**:**	**Parkside Court, 22 Park Road, Southport, PR9 9JX**
Applicants	**:**	**Churchill Living Limited**
Representative	**:**	**Churchill Estates Management Limited**
Respondents	**:**	**The Residential Long Leaseholders**
Type of Application	**:**	**Application for dispensation under s.20ZA of the Landlord and Tenant Act 1985**
Tribunal Members	**:**	**Mr S Wanderer MRICS** **Mrs H Clayton**
Venue	**:**	**Paper determination**
Date of Decision	**:**	**21 October 2025**

Decision

1. 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 emergency roof repair works carried out between 19 September 2024 and 17 October 2024 at Parkside Court, 22 Park Road, Southport, PR9 9JX.

2. In granting dispensation, the Tribunal makes no determination as to whether any service charge costs are payable or reasonable.

Background

3. This is a retrospective 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").

4. The application is made in respect of Parkside Court, 22 Park Road, Southport, PR9 9JX ("the Property"). The Property is a purpose-built retirement housing development comprising 50 apartments built in 1987, designated as retirement living and occupied by leaseholders over the age of 60 years.

5. The Applicant is Churchill Living Limited, the freeholder of the Property. Churchill Living acquired the development and became the Landlord from 1 July 2024.

6. Churchill Estates Management Limited is the appointed Property Management company and acts as the representative of the Applicant.

7. The Respondents are the 50 residential long leaseholders of the apartments at the Property.

8. The apartments are subject to long residential leases granted on similar terms for a period of 125 years from 1 January 1987. Each lease includes service charge provisions requiring leaseholders to contribute to the costs of maintaining the main structure and common parts.

9. The works carried out to the Property 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. The Tribunal has not had sight of all of the leases, but has been advised that this limit would be triggered by a total cost of £10,080.65.

10. The only issue for the Tribunal to determine in this matter is whether it is reasonable to dispense with the consultation requirements.

11. The Tribunal issued directions on 3 July 2025. It considered that the application could be resolved by way of submission of written evidence. No application for a hearing has been made and the Tribunal therefore convened on 21 October 2025 to consider the application on the papers submitted.

History of the Works

12. The Property has a longstanding history of rainwater ingress issues affecting apartment 41 and the communal loft space. During May 2023, whilst under the previous ownership of Housing 21, remedial works were carried out following rain penetrating through the roof. This appeared to resolve the issue initially.

13. In May 2024, rainwater ingress again occurred in the same area. Housing 21 arranged for further works including the relaying of damaged felt and the replacement of vents. However, the problem persisted.

14. Shortly after Churchill Living's acquisition of the Property on 1 July 2024, Churchill Estates Management received further reports of rainwater ingress.

15. A drone survey was undertaken on 1 August 2024. A report received on 6 August 2024 recommended that a closer tactile inspection should take place to identify the cause of the leak.

16. On 17 August 2024, a detailed inspection confirmed that damage was evident within apartment 41 and within the loft space. The inspection issues relating to the felt underlayment and flashing.

17. Two quotations were sought from reputable specialist contractors for remedial works. Two comparable quotations were received in the sums of £5,894.40 and £6,180 respectively (both inclusive of VAT). Neither quotation exceeded the Section 20 threshold of £10,080.65 for the development.

18. The higher quotation in the sum of £6,180 was accepted on the basis the contractor was immediately available to commence work.

19. On 19 September 2024, the contractor attended site to carry out the required work. However, whilst undertaking the work, the contractor discovered a significant and previously undetected structural issue. The contractor reported that the tiles were not sitting level on the battens due to a deflection in the roof structure. The contractor identified a large bulge in the roof and a possible truss issue.

20. Further rainwater penetrated through into apartment 41 on 23 September 2024. The contractor returned to site on 24 September 2024 to carry out additional work to the immediate area above the apartment.

21. The Applicant appointed a Structural Engineer at a cost of £1,800 to inspect the roof structure. The inspection took place on 2 October 2024. The Structural Engineer reported that although the structure of the roof was not compromised, the masonry partition wall was protruding slightly higher than the roof trusses, causing battens and tiles not to sit correctly, and the felt was damaged with several holes that directly related to the water ingress. The Engineer confirmed this was a historical build issue from 1987.

22. A further quotation in the sum of £4,926 (inclusive of VAT) was received dated 30 September 2024 for additional works to strip back tiles, remove defective felt and battens, replace with new breathable membrane, modify the protruding party wall, and reinstate tiles. This quotation was accepted on 30 September 2024.

23. The contractor returned to site on 14 October 2024 and works were satisfactorily completed by 17 October 2024, successfully resolving the water ingress issue.

24. At the outset, the cost for remedial work was expected to be £6,180, which was below the Section 20 threshold. It was only when work commenced on site that the need for further work became apparent. The total costs incurred were: drone survey £900, initial remedial work £6,180, Structural Engineer's survey £1,800, further remedial works £4,926, and redecoration works in apartment 41 £1,620, giving a total cost of £15,426, although the redecoration cost was expected to be recovered from the buildings insurance policy.

Grounds for the Application

25. The Applicant seeks full dispensation from the consultation requirements on the following grounds:

(i) The leaseholder in apartment 41 had sustained damage over a prolonged period and the Applicant did not wish for works to be delayed and cause further upset, damage and inconvenience.

(ii) It was important for this work to be carried out prior to the adverse weather conditions of the winter months.

(iii) The need for further work exceeding the Section 20 threshold was not known until the contractor commenced work on 19 September 2024. The initial works were properly estimated to fall below the threshold.

(iv) The Applicant considered that its decision to carry out the necessary further work without delay was reasonable and in the best interests of the leaseholders.

(v) Delaying works would have resulted in further damage to the apartment, loft space, and wider structure, and escalating costs through the need to erect scaffolding on a separate occasion.

(vi) The Applicant was eager to make the apartment watertight to eliminate the risk of fire from water entering electrical circuits.

26. Leaseholders were kept informed of the roof works via development newsletters distributed by the Lodge Manager in October and November 2024.

27. A letter was sent to all leaseholders on 21 October 2024 advising of the Dispensation Application and the reasons for the application.

28. In accordance with the Tribunal's Directions dated 3 July 2025, a further letter was sent to all leaseholders on 22 July 2025 providing details of how leaseholders could access a full copy of the Applicant's Bundle.

Response to the Application

29. The Tribunal has received no responses or objections to the application from any of the Respondents.

The Law

30. Section 18 of the Act defines what is meant by "service charge" and 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".

31. 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 that 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.

32. "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).

33. 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".

34. The consultation requirements can be summarised in brief as requiring a landlord to give written notice of its intention to carry out qualifying works, inviting leaseholders to make observations and to nominate contractors; obtain estimates and supply leaseholders with statements and summaries; make estimates available for inspection and invite observations; and give written notice within 21 days of entering into a contract explaining why the contract was awarded if not to the lowest bidder.

Reasons for the Decision

35. 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, and to provide observations and nominations for contractors.

36. The Tribunal has 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.

37. 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 them on the facts of a particular case.

38. 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 caused to tenants by not undertaking the full consultation while balancing this against the risks posed to tenants by not taking swift remedial action.

39. In the present case, the Tribunal finds the following factors to be particularly significant:

(i) The initial works were properly estimated to fall below the Section 20 threshold. Two competitive quotations were obtained and the Applicant acted reasonably in proceeding with works below the consultation threshold.

(ii) The need for additional works only became apparent when the contractor discovered an unforeseen structural defect on 19 September 2024 that had existed since the building was constructed in 1987.

(iii) There was a genuine and immediate risk that delaying the works would result in further water ingress and damage to the building structure,

particularly with the approach of adverse winter weather conditions in late September/October 2024.

(iv) Delaying the works to complete the formal consultation process would have necessitated removal and subsequent reinstatement of the scaffolding, resulting in significantly increased costs for leaseholders.

(v) The Applicant kept leaseholders informed through newsletters and formal notifications. No objections have been received from any of the 50 leaseholders.

40. The Tribunal acknowledges that the Applicant could arguably have commenced the statutory consultation process once the need for additional works became apparent on 19 September 2024. However, the timing of the discovery in late September, with winter weather approaching, meant that any delay risked substantially increased damage and costs. The balance of prejudice clearly favoured permitting the works to proceed without delay.

41. The proper test for prejudice in dispensation applications was established in *Daejan*. In this case, there is no evidence that leaseholders have suffered any relevant prejudice. Had the Applicant delayed the works to complete the consultation process, leaseholders would likely have incurred significantly higher costs due to more extensive weather-related damage over the winter months and the need for a separate scaffolding contract. The Tribunal further notes that the need for works exceeding the Section 20 threshold was unforeseen and arose midway through works that had properly been costed below the threshold.

42. The Tribunal emphasises that it has solely determined the question of whether or not 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 service charges resulting from the works is likely to be recoverable or reasonable; or, indeed, that such charges will be payable by the Respondents. The Tribunal makes no findings in that regard and, should they desire to do so, the parties retain the right to make an application to the Tribunal under s.27A of the Landlord and Tenant Act 1985 as to the reasonableness and payability of the costs incurred, as a service charge.

S Wanderer (Chairman)
21 October 2025

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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

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

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).