



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

<b>Case References</b>	<b>: MAN/00BX/LDC/2025/0611</b>
<b>Property</b>	<b>: SPEAKMAN GARDENS, BLOCK D, HOLLINS COURT, PRESCOT</b>
<b>Applicant</b>	<b>: SPEAKMAN GARDENS RAL</b>
<b>Respondents</b>	<b>: LISTED IN APPENDIX</b>
<b>Type of Application</b>	<b>: Landlord &amp; Tenant Act 1985 – Section 20ZA</b>
<b>Tribunal Members</b>	<b>: Judge A Davies J Jacobs</b>
<b>Date of Decision</b>	<b>: 17 December 2025</b>

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**DECISION**

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The consultation required by section 20 of the Landlord and Tenant Act 1985 is dispensed with in relation to roof repair work to the property which took place in February 2025 at a cost of £6,371.30.

**REASONS**

The Respondents' leases

1. The Applicant owns an estate known as Speakman Gardens in Prescott, of which the property, Block D, forms part. Block D is a detached building containing 16 flats which are leased to the Respondents for a 125 year term from 1 January 2008.

2. The Respondents' leases are in similar terms, and one sample has been provided to the Tribunal. The lease requires the leaseholder to pay the Applicant, among other payments, an annual "Maintenance Charge". The Maintenance Charge is the leaseholder's proportion (not defined in the lease) of the cost to the Applicant of carrying out the obligations set out at Schedule 5 to the lease. Those obligations include at paragraph 1 of the Schedule a requirement to "keep maintain repair renew and improve the Common Parts in a good state of repair and condition". The Common Parts include the "Main Structure" of Block D, which in turn includes the roof of the block.

#### The Law

3. Section 20 of the Landlord and Tenant Act 1985 ("the Act") and regulations made under that section set out a detailed consultation procedure to be followed by property managers who intend to carry out work to a property at the expense of the leaseholders, where any leaseholder may be expected to have to contribute more than £250 to the overall cost. If the consultation procedure is not followed, each leaseholder's contribution to the cost is limited to £250.
4. Section 20ZA of the Act permits a landlord or manager to apply to the Tribunal for dispensation from the consultation requirement. The leading case on the application of section 20ZA is *Daejan Investments v Benson* [2013] UKSC 14, in which Lord Neuberger, in summary, said that the tribunal should focus on the extent, if any, to which the tenants were prejudiced in either paying for inappropriate works or paying more than would be appropriate as a result of the failure by the landlord to comply with the regulations. He described such prejudice (at paragraph 65 of his judgement) as a disadvantage "*which they would not have suffered if the requirements had been fully complied with, but which they will suffer if an unconditional dispensation were granted*". It is for the leaseholders to show that they have been prejudiced, and it "*does not appear onerous to suggest that the tenants have an obligation to identify what they would have said* [by way of representations in response to a section 20 consultation], *given that their complaint is that they have been deprived of the opportunity to say it*" (at paragraph 69 of the judgement).

#### The application

5. Early in 2025 Flat 14 in Block D suffered ingress of water through the roof of the building. The Applicant's usual maintenance contractor, Rescom Ltd, investigated and carried out a temporary repair. On 20 February 2025 Rescom Ltd advised the Applicant that it was necessary to rectify damage to the roofing felt by stripping a section of the roof, replacing an area of torn felt and reinstating the battens and tiles. The cost was quoted by email at £5,309.42 plus VAT: £6,371.30.

6. The Applicant took the view that further water damage to Flat 14, and possibly to the structure of Block D, would occur if a permanent repair were not undertaken urgently. Rescom Ltd were therefore authorised to carry out the work. No alternative price was obtained. The Applicant tells the Tribunal that Rescom Ltd were an experienced and trusted contractor.
7. The Applicant lodged this application for dispensation promptly, on 25 February 2025.

#### The Respondents

8. By letter dated 25 February 2025 the Applicant notified each of the Respondents that the repair was being undertaken and sent them a Notice of Intention which is the first step in the Section 20 consultation procedure. At the same time the Respondents were informed that an application for dispensation from the full consultation was being made pursuant to section 20ZA of the Act.
9. Each of the Respondents is required to pay something in the region of £398 towards the cost of the work, assuming that the Maintenance Charge is divided equally between the flats in Block D.
10. The Tribunal is informed that none of the Respondents objected to the work having been undertaken without consultation. No representations from the Respondents as to the cost of the work or alternative proposals for a contractor have been received by the Tribunal.

#### The decision

11. The Tribunal has no evidence that the cost of the work was unreasonable, or that the work was undertaken unreasonably. There is no suggestion that any Respondent has been prejudiced financially or otherwise by the Applicant's decision to proceed with the work in February 2025.
12. Consequently the Applicant is entitled to an order dispensing it from the requirement to consult in relation to the roof repair work carried out at that time.

## **APPENDIX**

### **Block D Hollins Court**

<b>Flat no.</b>	<b>Respondent</b>
1	Jiwan Laly
2	Alexander Papadakis and Wylma Papadakis
3	DYS Properties Ltd
4	A A Nawab and S A Nawab
5	Antony Marchant
6	Hardip Paul
7	Perminder Pnsaiser
8	Puja Tiwari
9	Antony Marchant and Sarah Marchant
10	Claire Baron
11	Karnjit Cooner
12	Richard Birt and Kate Birt
14	Nadine Smart
15	Benjamin Gent
16	John Parfitt
17	Andrew Kendrick