



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

Case Reference : **LON/00BK/LDC/2025/0975**

Property : **58 Queens Gardens
London W2 3AF**

Applicant : **58 Queens Gardens Freehold Ltd.**

Representative :

Respondents : **Leaseholders of dwellings (6No.) at
the Property**

Representative :

Landlord : **58 Queens Gardens Freehold 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 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 appears to be or purports to represent the freeholder and landlord, 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. These were identified in the Directions as:
 - a. *Commission expert report concerning lift, gas pipes, electrical cables and fire compartmentation*
 - b. *Commission RICS survey with regard to damp at lower ground floor level*
 - c. *The repair of unsafe gas pipes in response to “at risk” notice number: 55C 2481104*
 - d. *The repair of electrical cables in response to Danger notice number BR Eletri-000232*
 - e. *The securing and replacement of corroded water reports in response to the report*
 - f. *The completion of the lift works in response to the report*
 - g. *Carry out lift shaft fire compartmentation work in response to the report*
 - h. *Carry out structural repairs to front portico within RICS survey*
 - i. *Damp works at first floor and lower ground floor level in response to RICS survey and*
 - j. *Fit fire doors to electrical meter cupboard in response to fire, Fire Health and Safety Risk Assessment 8 September 2021*

Directions

3. Directions dated 22 December 2025, were issued without an oral hearing by Deputy Regional Surveyor Helen Bowers. They identified that the respondents were the 6No. leaseholders of the dwellings at the Property. 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 by 7 January 2026 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. Any request for a hearing to be by 14 January 2026.

5. The applicant was to file with the Tribunal a letter by 7 January 2026, 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 14 January 2026. The applicant could make brief reply by 21 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 28 January 2026.
7. In the event, the Tribunal did not receive any requests for a hearing, but it received objections from 3 of the 6 leaseholders both directly from them and indirectly via the bundle. The applicant is also a leaseholder of one of the flats that did not object to the application. There was no support other than from the applicant as leaseholder.
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'. *"Terraced stucco fronted 7 storey. Built 1860, converted into 6 flats in 1980. Grade II Listed Conservation Area."*
10. Form Leasehold 5, at box 6.1 and 6.2 confirms these as Qualifying Works which have not yet been started. Box 6.5 confirm the works are those set out in the Directions issued earlier. There is no stated price in the Form. *"Expert reports have been commission(ed) to inform the Leas(e)holders and the Freeholder. The reports and the Tomlin Order have been shared with the Leaseholders and freeholder. At the An(n)ual General Meeting held on the 24th November 2025 it was agreed that the works were required and that they should be carried out urgently. Dispensation is requested as some of the works are of a critical safety nature. Supporting works are necessary and are best carried out in concert with the safety works for reasons of economy and best practice. The works are ordered by a Tomlin Order dated 3 April 2025."*
11. At Box 7 there are two earlier related cases at this address: LON/00BK/LCD/2024/159 & LON/00BK/LSL/2024/0603 settled by mediation and Tomlin order of 3 April 2025.

12. Box 8.1 and 8.2 the applicant was content with Paper determination but, that it was urgent. “*Risk to life and property by gas explosion, fire or electrocution. Risk to residents and the public from impact or crush injury from masonry with regard to front portico.* The application was dated 5 December 2025.
13. Attached to Leasehold Form 5 are a series of poorly labelled and presented photocopied but more recent documents run in together in a PDF document headed “Repairs”. They are presented in the following order:
 14. A copy of a written Report on the lift at the Property. It is dated 31 October 2025, issued 20 November 2025. It is by Michael Ford of LECS (UK) Ltd., a consultancy advising on lifts. It is provided to the leaseholder of Flat 1. It reports on condition. It mentions various repairs. It is not costed. Its cost is not provided.
 15. A copy of a written Report on Flat 1 at the Property. It is dated 4 September 2024. It is by Paul J Spence Chartered Surveyor. It focuses on damp in the flat. It mentions various repairs. It is not costed. Its cost is not provided.
 16. A copy of a written Report on Flat 1 at the Property. It is dated 23 October 2024. It is by Ross Donnellan of JB Ward & Sons damp and timber treatment specialist. It mentions various repairs. It is £17,496 plus VAT. Its cost is not provided.
 17. A copy of a written specification with estimated costings for work on Flat 1 including areas in the basement and to the first floor. It is unclear whether this includes areas other than Flat 1 that are demised to others or common areas, at the Property. It is dated 18 November 2025. It is by Paul J Spence Chartered Surveyor. It mentions various repairs which it lists in fairly general terms. Several items have no budget costs placed by them. Those with indicative prices total to £51,770. It appears that all of the works are to be undertaken to the Property and the implication is that they will be shared between leaseholders.
18. Attached to Leasehold Form 5 is a second series of poorly labelled and photocopied more recent documents run in together in a PDF document headed “Works Reports”. They are presented in the following order:
 19. A copy of a written report, unlabelled but appears to be of an NICEIC inspection report on Flat 1. It is dated 30 September 2024. It is by Rafael Miranda of BR Electrical Services. The principle hazards identified appear to arise from wiring located above the basement ceiling in the void under the ground floor. It is not costed. Its cost is not provided.

20. A copy of a written report, unlabelled but appears to be of a Gas Safe inspection report on Flat 1. It is dated 30 September 2024 by BR Heating and Plumbing. It commented on the condition of gas pipe and water pipe at the Flat. It was said the water pipe also supplied other flats at the Property. It is not costed. Its cost is not provided.
21. A copy of a written report, from Mr W Cragg of Vulcan Inspection Services. It is dated 28 November 2025. It comment on the condition of the lift serving the Property. It is not costed. Its cost is not provided.
22. A copy of the front page (only) of the lease of the flat on the Lower Ground Floor: Flat 1 the applicant's flat ?
23. There is a covering letter from the applicant. It is claimed to be on behalf of the Freehold Company. The writer Mr Mulley is also the leaseholder of Flat 1 which is where most though not all of the work at the Property, appears to be required.
24. These individual documents were included within the 258No. page bundle along with many other documents dating from earlier years. These included documents on the Lift 49-94 (yrs 2021-25), Fire 95-98 (2024), Fire Risk and Safety 99-164 (2021-25), Damp 165-198 (yrs 2021-26), Respondent Objections to this application 199-202 (2025-26), Flat 1 Lease 203- 230 and Other correspondence 231-258. These earlier documents were less helpful, save to show the Property has had ongoing issues over the years, particularly in the basement and ground floor around Flat 1.

Respondent's Case

25. The Tribunal received several objections from leaseholders.
26. By an email of 15 December 2025 from Sebastian Frost. *"I spoke with Sandra Strachan on Friday and I'm confirming that Stuart Mulley has not been authorised to act on behalf of the company in submitting this application to the Tribunal. However, as both parties to the Tomlin Order are keen for any remedial works to be carried out as swiftly as possible, please could you clarify to us as to whether the potential works referred to in clause 8a and clause 13 of the Tomlin Order would be subject to a further Section 20 Notice, or can be simply paid for through the service charge. Many thanks, Sebastian Frost (Company liaison as per clause 4 of the Tomlin Order)."* It is not for the Tribunal to advise on the content of an Order obtained elsewhere by the parties. This email was followed by a further email of objection of 14 January 2026 from this leaseholder referring to supporting documents.
27. By an email of 12 January 2026 from EA Manthos. *"This reply statement accompanying Objection to Application attached below. Please note that*

all references to Mr. Stuart Mulley include Mrs. Clare Mulley, leaseholder, who has appointed him as Director representing Flat 1, on the assumption that he acts on her behalf and with her knowledge and consent. Mr. Mulley did not seek approval from his 5 fellow Directors to submit the application in question and does not speak unilaterally for the Company. The other Directors were unaware that the application had been made until he subsequently sent them a copy. Therefore the application is Ultra Vires. In addition, the letter issued by Mr. Mulley on the 7th inst. to the Tribunal and the other Company Directors, although in compliance with the rules set out by the Tribunal for applicants to follow, does nothing to legitimize the original application which was defective ab initio. The application purports to have been made by 58 Queens Gardens Ltd. whereas in fact the Company had made no such application. Mr. Mulley has taken it upon himself, again without consulting the other Directors, to negotiate with a contractor of his choosing without any attempt to obtain alternative quotes, and in correspondence with said contractor has stipulated that he would oversee the work and that building's managers, K&M Property Management Ltd. would have nothing to do with it. However at the Company's AGM in November 2025 when Mr. Mulley proposed that he oversee the forthcoming works he was clearly told that, apart from the damp-proofing of the Mulleys' Flat 1, he would not be permitted any role and that K&M would appoint a fully qualified surveyor to oversee the works. This was confirmed by the CEO of K&M to him in person. All the Directors of 58 Queens Gardens Ltd. are in agreement with Mr. Mulley that several repair works are required but I believe that to follow a fair and transparent process competitive quotes from a number of contractors be obtained, as is normal in such situations and not just from one, to ensure the most cost- effective repairs are effected.”

28. By an email dated 13 January 2026 from Manda Lakhani. *“Please find attached a Word document with my statement to the Tribunal, together with my completed Reply Form, in objection to the application under section 20ZA of the Landlord and Tenant Act 1985.”*
29. Two of these emails refer to attachments. None were received by the Tribunal. The applicant also makes reference to that absence of attached documents referenced by objectors, in the bundle.
30. The objections might be summarised by stating the applicant did not act for the freeholder (The Company) and at most acted for himself as leaseholder of Flat 1. Flat 1 is only part of the Property. Whilst leaseholders were generally supportive of some works being undertaken to the Property in line with the Tomlin Order completed in April 2025, they strongly objected to the way it had been done without normal consultation indeed by way of an attempt to positively avoid consultation and in the way that one leaseholder had, as it appeared, to have “appointed himself”

without Company authority, to act for the Freehold Company, the other leaseholders being shareholders of that Company.

The Law

31. 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.
32. 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.”
33. 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.”
34. 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.**
35. 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

36. 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.
37. 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.
38. The correspondence showed that the applicant essentially complied with the Directions. The situation at 58 Queens Gardens, the Property, involves a Company, the freeholder. It appears that each leaseholder is also a shareholder in the Company, 6 shares in all. The Tribunal has no jurisdiction in how a company is created run or delegates authority, but it is clear that at least half of the leaseholders by number, strongly object to the application. Just because the freeholder of a block of flats such as at this Property, is owned by the leaseholders does not necessarily make undertaking works to the Property any easier, they may even, on occasion, as here, make it harder.
39. The Tribunal would encourage the shareholders of the freehold to negotiate and appoint a surveyor or similar professional to oversee the works needed, with a full consultation, all of which could have been achieved by now, since the Tomlin Order was completed in early 2025. The Tribunal is puzzled that this has not been done, considering the high open market sale value of these flats which would normally justify a much more proactive approach to management and maintenance of the freehold by the freehold company and of the individual leasehold flats, by leaseholders.
40. From the historical references to a conversion of a former hotel at this address in the 1980's into 6 self contained flats it seems that the quality of the work at the time was less than optimal. Moreover it may be that techniques and quality of finishes that were acceptable in earlier years are no longer or were never properly completed. There is clearly an issue as to exactly where within the Property – a demised area or communal area problems have arisen and what the correct apportionment of works and costs should be. The Tribunal finds the approach of the applicant who is said to be acting for the freehold company unconvincing especially when it is their leasehold flat which is primarily affected by the works and this is prejudicial to the interests of the other leaseholders who will be paying for them. There is enough time for a full consultation to be completed.

41. The applicant will meet all of its costs arising from the making and determination of this application. However these costs may 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. Leaseholders may take a view on such a charge and on the authority claimed, to act.
- 42. 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. This application for dispensation is refused.**

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).