



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

Case reference : **LON/00BA/LDC/2025/0869**

Applicant : **Ian Humberstone Limited**

Property : **7 Edge Hill London, SW19 4LR**

Representative : **Ian Humberstone**

Respondent : **Leaseholders of 7 Edge Hill London,
SW19 4LR as per the attached Schedule**

Representatives : **Ms Lisa Britton and Mr Lee Bond in
person; the other respondents did not
object to the application**

Type of Application : **Landlord and Tenant Act 1985 Act -
Section 20ZA**

Tribunal Members : **Mr Charles Norman FRICS Valuer
Chairman
Ms Angela Kelly MRICS**

Date of Hearing : **4 March 2026 via CVP
videoconferencing**

Date of Decision : **4 March 2026**

DECISION

Decision

1. The application for dispensation from the consultation requirements in respect of roof repair works is **GRANTED** unconditionally. The relevant works are set out on invoices from Peter Roofing Services dated 27 June 2024 for £4860 and from Vani Plumbing Services dated 26 June 2024 for £500.
2. However, the Tribunal makes no finding as to the reasonableness or payability of these costs, which falls outside the scope of this application. Any party may seek a separate determination for those matters under section 27A of the Landlord and Tenant Act 1985.

Reasons

The Applicant's Case

3. This applicant stated: "The flat roof of the property was replaced in 2020. The flat roof incorporated a large redundant water tank. Despite there being no apparent defect in the flat roof covering we have continued to experience water leaks into the upper flat of the rear extension. In spring 2024 the leak resumed and was increasing in volume. The roof was inspected by 2 roofers and neither could find the cause of the leak. On 13.6.24 we instructed a contractor to strip off the roof, remove the tank, cap the pipes and relay the roof. The leak continued and we also instructed a repair to the pitched roof adjoining the flat roof and this cured the leak. The works were of an emergency nature with the water ingress so bad that the flat below [flat 7] became uninhabitable with water tripping the electrics and an internal ceiling taken down."
4. The applicant provided two invoices in respect of the work which was completed in June 2024.

Directions

5. Directions were issued on 10 October 2025 that the matter be dealt with by written representations, unless any party made a request for an oral hearing, which occurred. The directions required that the application be sent to lessees, with the directions and publicity to be given to the application in the block. Leaseholders opposing the application were required to complete a Reply Form and send it to the applicant and Tribunal. The applicant was required to prepare and serve an indexed and paginated bundle. The applicant was required to serve this on the Tribunal and only those lessees who had served a Reply Form. The applicant confirmed by email that the application and directions had been sent to all lessees and publicity given in the common parts.

The Property

6. From the application form and bundle, the property is a block of 8 flats in a residential building. The original building is Victorian over 4 floors with a pitched roof. To the rear is a 1970s rear extension with a flat roof.

The Leases

7. The Tribunal was supplied with a sample lease. However, the Tribunal makes no finding as to payability or reasonableness of the costs to be incurred as that is outside the scope of this application.

The Respondents' Cases

8. Two objections were received. Ms. Lisa Britton's statement may be summarised as follows. There was no prior consultation. Repairs to the flat roof at 7 Edge Hill have been ongoing since before Ian Humberstone Limited acquired the freehold in 2019. Throughout this period, leaseholders have already financed multiple attempts to address and resolve the roofing issue. Despite these repeated efforts, a lasting solution has not been achieved. This situation gives rise to concerns regarding the competence of the contractors engaged to carry out the works, the existence and reliability of any guarantees provided for the works, and the apparent lack of adequate supervision or inspection of the works performed. During the current year, several major works have taken place at the property, even though the lease contains clauses intended to prevent such a concentration of works within a single period. Not all these works could reasonably be considered urgent.
9. Mr. Bond also objected. The Tribunal did receive the objection, which was sent by letter, but Mr. Humberstone said that he had not, and it was absent from the bundle. In the circumstances the Tribunal admitted the objection at the hearing and allowed Mr. Bond to read it. Mr. Humberstone was allowed to respond. The objection may be summarized as follows insofar as directly relevant to the present application. The works were not an emergency in the sense that previous repairs had been carried out to the rear roof, which were unsuccessful. The previous work had not been carried out properly. The rainwater pipe had been blocked by debris. There were other invoices for roofing work outside the present application. The need for works arose from a lack of property management.

The Law

8. Section 20ZA is set out in the appendix to this decision. The Tribunal has discretion to grant dispensation when it considers it reasonable to do so.

In addition, the Supreme Court Judgment in *Daejan Investments Limited v Benson and Others* [2013] UKSC 14 empowers the Tribunal to grant dispensation on terms or subject to conditions. In *Daejan* at para 46 stated “The Requirements are a means to an end, not an end in themselves, and the end to which they are directed is the protection of tenants in relation to service charges, to the extent identified above. ...the Requirements leave untouched the fact that it is the landlord who decides what work needs to be done, when they are to be done, who they are to be done by, and what amount is to be paid for them.”

9. In *Daejan*, Lord Neuberger also said the consultation requirements have to be considered alongside section 19 and section 27A of the Act. Those provisions limit recoverable service charges to costs reasonably incurred for works of a reasonable standard.
10. As referred to by the Tribunal during the hearing, in *RM Residential Ltd v Westacre Estates Ltd* [2024] UKUT 56 (LC) which concerned structural disrepair, it was held that urgency was unnecessary in order for the Tribunal to grant dispensation.

Findings

10. The Tribunal accepts the applicant’s case that there was an urgent need to carry out the roof works. Although the Tribunal has carefully considered the two objections, there is no suggestion that the works ,at the point in time when they were carried out, were unnecessary. There is no suggestion that had the consultation been carried out that the outcome would have been any different. Therefore, the Tribunal has not identified any relevant prejudice suffered by the objectors as a result of the consultation failure. The Tribunal also finds that the works were very urgent because of the adverse impacts on the lessee of Flat 7. In any event, urgency is not required in accordance with *RM Residential Ltd*.
11. For the above reasons, the Tribunal grants dispensation unconditionally, in relation to the works referenced in the application.

Mr Charles Norman FRICS
Valuer Chairman

4 March 2026

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.

Schedule of Respondents

Ryan Macdonald flat 1

Karen Tsang Flat 2

Lee Bond & Meiko Bond Flat 3

Lara Katancikova Flat 4

Robert Farag Flat 5

Johan Greyling Flat 6

Ben O'Connor Flat 7

Lisa Britton Flat 8

Appendix

Section 20ZA Landlord and Tenant Act 1985

(1) 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 or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

(2) In section 20 and this section—

“qualifying works” means works on a building or any other premises, and

“qualifying long term agreement” means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—

(a) if it is an agreement of a description prescribed by the regulations, or

(b) in any circumstances so prescribed.

(4) In section 20 and this section “the consultation requirements” means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord—

(a) to provide details of proposed works or agreements to tenants or the recognised tenants’ association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants’ association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants’ association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements.

(6) Regulations under section 20 or this section—

(a) may make provision generally or only in relation to specific cases, and

(b) may make different provision for different purposes.

(7) Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.