



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

Case reference : **LON/00AH/LDC/2025/0973**

Property : **Powell Court, Waldrons Path, Croydon,
CR2 6LT**

Applicant : **Powell Court RTM Ltd**

Representative : **Prior Estates Ltd (Samuel Slater)**

Respondents : **The 12 leaseholders at Powell Court**

Type of application : **Dispensation with Consultation
Requirements under section 20ZA
Landlord and Tenant Act 1985**

Tribunal member : **Judge Robert Latham**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **16 March 2026**

DECISION

The Tribunal grants this application to dispense retrospectively with the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 without condition in respect of works to remove asbestos from a communal area which had been exposed following fire damage.

The Application

1. By an application, dated 27 November 2025, the Applicant applies for retrospective dispensation from the statutory duty to consult in respect of works to remove asbestos from a communal area which had been exposed following fire damage.
2. The application relates Powell Court which is a block of 12 units split over three floors which was built in about 1980.
3. The work was agreed in mid-July 2025 and was carried out in August. No consultation was carried out as the Applicant understood that the costs would be met under an insurance claim. In October 2025, the Applicant was told that the insurers would not meet the claim. The total cost of the works carried out by Environmental Surveys was £10,170.
4. On 29 January 2026, the Tribunal issued Directions. The Directions stated that the Tribunal would determine the application on the papers, unless any party requested an oral hearing. No one has requested an oral hearing.
5. By 6 February 2026, the Applicant was directed to send to the leaseholders by email, hand delivery or first-class post: (i) copies of the application form (excluding any list of respondents' names and addresses) unless already sent by the applicant to the leaseholder/sublessee; (ii) if not already provided in the application, a brief statement to explain the reasons for the application; and (iii) the directions. The Applicant was further directed to display a copy of these in a prominent place in the common parts of the property.
6. By 20 February, any leaseholder who opposed the application was directed to complete a Reply Form which was attached to the Directions and send it both to the Tribunal and to the Applicant. The leaseholder was further directed to send the Applicant a statement in response to the application.
7. On 16 February 2026, one leaseholder, Ms Hannah Bartlett, (Flat 7), objected to this application. On 24 September 2025, she had received a demand to pay £847.50 in respect of the works. Ms Bartlett complains that residents were not consulted about the works. She suggests that there was no immediate airborne risk to the residents. She states that the leaseholders were prejudiced:

"Leaseholders had no opportunity to understand, question, or comment on the works. We received a substantial bill with no

prior notification, no supporting documents and no evidence of urgency."

8. In response, Mr Shinar concedes that there had been no consultation, as it had been anticipated that the cost of the works would be covered by insurance. The loss adjustor had indicated that the insurance claim was "an open and shut case". Ms Bartlett is correct in asserting that the asbestos-containing materials had not been disturbed. However, the specialist asbestos contractors had advised that the materials surrounding and encasing the asbestos had been compromised by the fire damage. There was concern that the structural integrity of those materials had been weakened, which increased the likelihood that asbestos could become disturbed during normal foot traffic and activity in the communal areas. Were the asbestos-containing materials to be disturbed, there was the potential for fibres to be released into the air. Such fibres could pose a significant health risk if inhaled. It was therefore considered prudent to remove the asbestos-containing material at the earliest opportunity. At the time, residents on the top floor were experiencing considerable distress due to the condition of the communal area following the fire. The affected residents were seeking updates and were urging that the remedial works be progressed as quickly as possible so the area could be restored to a safe and habitable condition. Redecoration and reinstatement works could not be undertaken until the asbestos-containing materials had first been removed.
9. On 6 March 2026, the Applicant provided a Bundle of Documents (125 pages) and the lease for Flat 12.
10. 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 or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements."
11. Guidance on how a Tribunal should exercise its discretion was provided by the Supreme Court in *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854. Sections 19 to 20ZA of the Landlord and Tenant Act 1985 are directed towards ensuring that tenants are not required to (a) pay for unnecessary services or services which are provided to a defective standard (section 19(1)(b)) and (b) pay more than they should for services which are necessary and are provided to an acceptable standard (section 19(1)(b)). Sections 20 and 20ZA are intended to reinforce and give practical effect to these two purposes. Dispensation should not be refused because the landlord has seriously breached, or departed from, the statutory requirements. The adherence to these requirements is not an end in itself. Neither is dispensation a punitive or exemplary exercise. The requirements are a means to an end; the end to

which tribunals are directed is the protection of tenants in relation to unreasonable service charges. The requirements leave untouched the facts that it is the landlord who decides what works need 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. A tribunal should focus on the extent, if any, to which the tenants have been prejudiced in either respect by the failure of the landlord to comply with the Requirements. The only question that the tribunal will normally need to ask is whether the tenants have suffered “real prejudice”. The tenants’ complaint will normally be that they were not given the requisite opportunity to make representations about proposed works to the landlord. Accordingly, the tenants have an obligation to identify what they would have said, given that their complaint is that they have been deprived of the opportunity to say it. Indeed, in most cases, they will be better off, as, knowing how the works have progressed, they will have the added benefit of wisdom of hindsight to assist them before the tribunal. If prejudice is established, a tribunal can impose conditions on the grant of dispensation under section 20(1)(b). Where the extent, quality and cost of the works are unaffected by the landlord’s failure to consult, unconditional dispensation should normally be granted.

12. **The only issue which this Tribunal has been required to determine is whether or not it is reasonable to dispense with the statutory consultation requirements. This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
13. The Tribunal is satisfied that it is reasonable to grant retrospective dispensation from the statutory consultation requirements. The Applicant did not follow the statutory duty to consult because of the urgent need for the works and the belief that the cost would be covered by insurance. The Applicant acted on professional advice. The Tribunal is satisfied that the works were necessary. Whilst the Tribunal understands Ms Bartlett's concern at receiving a large bill for the works which she was not anticipating, she has not established that she has suffered any real prejudice. She would have been obliged to pay for the works in any event. In the circumstances, it is appropriate to grant dispensation without any conditions.
14. The Directions make provision for the service of the Tribunal’s decision. The Tribunal will email a copy of its decision to the Applicant and to Ms Bartlett. The Applicant is responsible for serving a copy of the Tribunal’s decision on the other Respondents.

**Judge Robert Latham,
16 March 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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made **by e-mail** 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).