



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

Case reference : **HAV/00HB/LDC/2025/0666**

Property : **50 Ashley Road, Bristol, Montpellier,
BS6 5NT**

**Landlord
/Applicant** : **Places for People Homes Ltd**

Representative : **RMG Homes Limited (Ms Karen
Carruthers Regional Manager, and
Mr Yaasir Jamalkhan, Property
Manager)**

**Tenants/
Respondents** : **The Lessees as set out on the attached
schedule**

Representatives : **Mr Euan Ratcliffe in person. The other
respondents did not appear and were
not represented.**

Type of Application : **Dispensation from consultation
requirements under section 20ZA of the
Landlord and Tenant Act 1985 (“the
1985 Act”)**

Tribunal : **Mr C Norman FRICS
Valuer Chairman
Mr C Davies FRICS
Mr A Hetherton MRICS IRRV (Hons)**

**Date of Hearing/
Venue** : **7 January 2026 at Havant Civil Justice
Centre. The parties attended via video
conferencing.**

Date of Decision : **28 March 2026**

DECISION

Decision

1. Dispensation from the consultation requirements in respect of balcony replacement works at 50 Ashley Road, Bristol, is GRANTED UNCONDITIONALLY.
2. However, this decision has no bearing on the question of the reasonableness of costs incurred or their payability. The Tribunal makes no findings in this decision in relation to those matters.
3. The applicant has conceded that it will not seek recovery of its costs of these proceedings through the service charge. As the respondent has sought an order under 20C of the Landlord and Tenant 1985 Act, the Tribunal makes an order to that effect in favour of Mr Ratcliffe.

Reasons

Background

4. The application concerns dispensation from consultation requirements to replace three Juliet balconies. The works have been completed.

Directions

5. Directions were issued on 19 August 2025. The matter was set down for determination on the papers initially, but a hearing was subsequently directed. Those directions provided that the application shall stand as the applicant's statement of case. Subsequently a statement of case was served in accordance with further directions issued on 5 November 2025.

The hearing

7. Ms Karen Carruthers of the applicant attended together with Mr Yaasir Jamalkhan of the applicant's agents, RMG Homes Ltd. Mr Euan Ratcliffe attended as a respondent representing himself. The hearing was a hybrid hearing with the Tribunal sitting at the Havant Civil Justice Centre and the parties attending by videoconferencing.
8. The Tribunal received a hearing bundle of 693 pages.

Procedural Matters

9. During the hearing the tribunal referred the parties to *Holding & Management (Solitaire) Ltd v Leaseholders of Sovereign View* [2023] UKUT 174 (LC), *RM Residential Ltd v Westacre Estates Ltd* [2024] UKUT 56 (LC) and *Marionette Limited v Visible Information Packaged Systems Limited* [2002] EWHC 2546. The Tribunal invited written representations.

The Applicant's Case

10. The applicants' statement of case was verified with a statement of truth

by Mr Yaasir Jamalkhan, of Residential Management Group Ltd. This may be summarised as follows. The qualifying works concerned balcony works at a cost of £23,855.32 excluding VAT. The residential Management Group Ltd (RMG) are the managing agent. The subject buildings form a continuous terrace of 4-storey period properties converted into 29 flats and 3 maisonettes. The properties have low pitched and slated roofs and main walls of natural stone. Fenestration consists of traditional double hung timber sash windows. Juliette balconies, arranged vertically, are installed on the rear external elevations of block no. 50 and are made of metal and glass, surrounded by an external wall system.

11. In January 2024, the applicant was made aware by a contractor that a balcony in block 50 appeared to be structurally unsafe. Trevaskis Building Surveyors were instructed to investigate. On 20 February 2024 Trevaskis issued a defect report which stated that the balconies could become unstable and pose a serious safety risk. They recommended removal of the balconies and that the balcony doors should remain shut. The applicant instructed Trevaskis to obtain quotations. The applicant approached the M12 Group, WPG Plumbing & Property Services, Lakeview Property Maintenance (LPM), JLB Property Maintenance Ltd Prescott Ltd and Rescom Ltd. None of these contractors were available.
12. On 13 May 2024 the applicant re-approached LPM and obtained a quote for £5,542.50 excluding VAT. On 13 May 2024 the applicant informed leaseholders in writing about the matter. On 11 July 2024 the applicant served notice of intention. On 10 September 2024, a balcony collapsed. On 23 September 2024, a quotation for balcony removals was obtained from MCO Group. MCO Group was appointed to undertake the removal of the balconies and erect scaffolding, while LPM was appointed to carry out reinstatement works. On 26 September 2024, the applicant wrote to leaseholders advising of estimated quotes. The work was carried out between 26 and 30 November 2024.
13. The work carried out by MCO Group at a cost of £9,845 plus VAT, included erecting 3 tower scaffolds and replacement of 3 balconies. The scope of the LPM works costing £5,542.50 plus VAT included installing 3 Juliet balconies. In addition, there were professional fees which are outside the scope of the application.
14. The applicant submitted that the tribunal needs to consider whether it is reasonable to dispense with the consultation requirements and whether there is any prejudice to the respondents applying *Daejan Investment Limited v Benson* [2013] UKSC 14.
15. The applicants will not be pursuing litigation costs arising from the matter from leaseholders. Therefore, a section 20C order is unnecessary.

The Objector's Case

16. Mr Ratcliffe provided a statement of case and made oral submissions which may be summarised as follows, insofar as relevant to this application. Many of the points made would be relevant to a section 27A application, but that was not before the Tribunal. He did not dispute that the balcony works were necessary for safety reasons. He submitted that the respondent suffered prejudice by failure to comply with the consultation requirements. Dispensation should be refused. Consultation was practicable. Balcony defects were known about from 2021, when glass fell. The applicant had initially asserted that the balconies were the lessees' responsibility. This position was later reversed in August 2025. Significant risks were formally identified by a professional surveyor in February 2024. Between those dates, the applicant served a section 20 notice for unrelated works on 11 July 2024, but did not do so for the balconies. The purported emergency was substantially self-created through years of delayed action. Should the tribunal grant dispensation it should only be granted subject to proportionate targeted conditions to mitigate prejudice.
17. Between 2021 and 2024 leaseholders repeated reports concerning loose fixings and structural instability but no action was taken. The February 2024 Trevaskis report stated that the balcony fixings were failing throughout and pulling away from the substrate. They advised that balconies should be removed in their entirety and the garden should not be used. However, no section 20 notice was served in February 2024.
18. On 10 September 2024 the 3rd floor balcony at number 50 detached and fell into the respondents' garden, destroying a pergola. The stated replacement cost was £1,620. The landlords issued a letter estimating the costs of £9,020 plus VAT. This did not comply with section 20 and provided no estimates. The actual costs later increased to £23,855.32 plus VAT. No breakdown has been provided.
19. Four overlapping surveys were commissioned, at a combined cost of over £9,642. Whilst these do not fall within the scope of section 20, the duplication highlights the scale of financial exposure. The management of the reserve fund was also unsatisfactory.
20. The cause of the problem was defective construction, not wear and tear. Recovery should have been sought from the original installer or under the Building Safety Act 2022. There was general mismanagement and communication failures.
21. Financial prejudice has been caused, as £28,107 was taken from reserves for balcony costs. The pergola was destroyed (see above). The matter has caused stress and inconvenience. The landlord's repairing covenant was absolute, notwithstanding that some contractors were reluctant to undertake the works.
22. Only blocks 46 and 50 are included as respondents in the proceedings

although scaffolding and balcony interventions took place at block 58. This raises issues as to apportionment and the definition of the building for service charge purposes.

23. Mr Ratcliffe referred to *Daejan Investments*, and *Aster Communities v Chapman* [2021] EWCA Civ 660. He submitted that relevant prejudice includes practical disadvantage such as loss of the opportunity to comment. Mr Ratcliffe submitted that the tribunal may impose conditions or cost protection measures to mitigate prejudice.
24. The respondent relied on relevant prejudice being the loss of statutory opportunity to participate in consultation, the inability to understand or test the technical basis and cost of the works, exposure to untested and unclearly apportioned costs, and loss of opportunity to obtain information and raise observations. In the alternative, Mr Ratcliffe sought several conditions if dispensation is granted.
25. He sought open book disclosure of documents reasonably required to mitigate prejudice. This included disclosure of handover compliance records from the date when the property was converted in 2009. He sought warranty, insurance documentation and internal communications in relation to the Building Safety Act and Defective Premises Act. He sought disclosure of procurement, tendering and scope of works documentation, scaffolding cost allocation, apportionment records, risk assessments and decision-making records. He also referred to his section 20C application and noted that this had been conceded by the applicant.
26. Mr Ratcliffe included short witness statements from Jehan Abdel-Malak and John Blakeley, other residents. In summary these covered the events of the collapse of a balcony and some chronology. Neither attended the hearing.

The Applicant's reply

27. In a Reply the applicant submitted that in accordance with *Daejan Investments* dispensation should not be refused as a punishment for the landlord's breach. *Aster Communities v Chapman* confirmed that the loss of the statutory opportunity to comment is a form of prejudice, but this does not automatically justify conditions unless it can be shown that the outcome would have differed. The assertion of inadequate communication is without foundation. The structural issue was only confirmed in February 2024. Multiple quotes were sought. Full consultation would have exposed residents to unacceptable risk. The respondent did not identify any alternative contractor, scope or cost nor evidence of cheaper quotes. During the proceedings the respondent has not challenged the necessity scope or cost of works. The erection of scaffolding fell within the definition of "works" from *Ian Jonathan Rose v Bracknell Gate Properties Ltd* [2025] UKUT 386(LC).
28. The respondent has failed to demonstrate prejudice. The conditions proposed are unrelated to the purpose of the application. All the

conditions are unreasonable.

The Law

29. 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. As referred to above, the Supreme Court Judgment in *Daejan Investments* empowers the Tribunal to grant dispensation on terms or subject to conditions.
30. *Holding & Management (Solitaire) Ltd v Leaseholders of Sovereign View* [2023] UKUT 174 (LC) (see above) concerned the imposition of a waking watch condition following failure to consult for fire alarm works. It was held that conditions must be relevant and appropriate to the relevant prejudice to the leaseholders. There was no legal obligation to consult in relation to the waking watch and that condition was set aside. The Upper Tribunal also set aside a condition requiring the landlord not to seek to recover its legal costs through the service charge. The Upper Tribunal held that it would not be appropriate in circumstances where it was clearly sensible and in everyone's interest to get the fire alarm system installed. Therefore, the application was not a petition for an indulgence but a matter of practical importance for all concerned.
31. 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

32. The need for urgent works to the balconies is not disputed. The landlord is obliged to keep them in repair. The Tribunal finds that the applicant acted urgently upon receipt of the Trevaskis report indicating that the balconies were at risk of collapse, creating danger. It accepts the evidence that multiple contractors were approached and were unable to undertake the work. It also finds that the applicant consulted with the respondents as much as reasonably practicable in the circumstances.
33. *Daejan* makes it clear that the burden lies on objectors to prove prejudice flowing from the consultation failures. An objector needs to show that the outcome would have been different if the consultation exercise had been carried out. Mr Ratcliffe has not called evidence or provided any reports to demonstrate that the proposed works were inappropriate. Nor have alternative quotations been provided.
34. Furthermore, any conditions imposed by the Tribunal in granting dispensation must go no further than remedying any relevant prejudice found. The Tribunal is not entitled to impose wider conditions as contended for by Mr Ratcliffe, as made clear by *Holding & Management*. There is nothing in the consultation requirements that entitles the tenant to the disclosures requested, as set out above.

35. Many of the matters raised made by the Respondent fall within the scope of a section 27A application, but that is not before the Tribunal.

Conclusion

36. The Tribunal grants dispensation unconditionally.

37. However, this decision has no bearing on the question of the reasonableness of costs incurred or their payability. The Tribunal makes no findings in this decision in relation to those matters.

38. The Tribunal makes an order under s20C of the 1985 Act in favour of Mr Ratcliffe, such that none of the applicant's litigation costs may be recovered from his service charge.

Date: 28 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

| | |
|-----------------|-----------------|
| 46a Ashley Road | Mr Luke Haskett |
| 46b Ashley Road | Mr John Pratt |
| 46c Ashley Road | Ms Esther Davis |

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|-----------------|--------------------------|
| 46d Ashley Road | Miss Gemma Macmillan-Fox |
| 50a Ashley Road | Euan Frazer Ratcliffe |
| 50b Ashley Road | Ms J Touzalin |
| 50c Ashley Road | Mr J Grange |
| 50d Ashley Road | Mr Joseph Griffiths |
| 52a Ashley Road | Ms A Woozley |

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.