



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

Case Reference : **CAM/00ME/LDC/2025/0701**

Property : **Lambourne Court, Ray Mead Road, Maidenhead, SL5 8PJ**

Applicant : **Lambourne Court Residents Company Ltd.**

Representative : **Alba Management Services**

Respondents : **Leaseholders who may be liable to contribute at the Property**

Representative : **None**

Landlord : **Applicant**

Representative : **None**

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) Cambridge County Court, 197 East Road, Cambridge CB1 1BA**

Date of Decision : **17 March 2026**

DECISION

Decision

1. The Tribunal grants 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.
2. At the date of application construction work had not started. (Form Leasehold 5 Box 7). It was understood that the applicant was able to recharge costs under the service charge provisions to all leaseholders in the Property.

Background

3. The applicant is the freeholder. It seeks, 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.
4. The Property consists of several purpose built flats, a number is not given, built c.2000. This application appears to concern repair works to remedy defective mechanically operated gates to a roadway giving vehicular access to common areas at the Property.

Directions

5. Directions dated 3 February 2026 were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – flats at the Property.
6. The applicant was to send 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.
7. The applicant was to file with the Tribunal a letter confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal. 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.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.
10. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

11. The application Form Leasehold 5, was dated 28 November 2025. It confirmed that these were qualifying works that had not commenced at date of application and were not part of a larger contract for works.
12. The application at 'Grounds for seeking Dispensation':
13. Box 1 'Describe the qualifying works... stating when the works were carried out or planned to be carried out...' "*Gate Motors*" the applicant was seeking to change gate motors for modern units and service the connection between motors and gates. "*Control System*" the applicant was seeking to replace the control unit and its existing housing. "*Safety Equipment*" 2No. Safety Beams were to be removed and replaced. "*Existing Equipment*" The existing remote control units, operating devices and all sensors would be replaced. "*Guarantee*" the system sought would have a 12 month guarantee to be followed by routine maintenance at additional cost.
14. The application at Box 2 'Describe the consultation that has been carried out or is proposed to be carried out'. The applicant referred to a discussion between the directors, a decision to proceed, a leaseholder notification of this and a second quote for this work obtained.
15. The application at Box 3 'Explain why you seek dispensation of all or any of the consultation requirements. "*The gate has been... found to be non-compliant so works are required immediately to ensure safety.*"
16. The application at box 10 indicated that the application should be dealt with by Fast Track, by reference to the contents of the preceding paragraph here.
17. A copy of a completed sample lease of a flat at the Property was provided.
18. The bundle included an email dated 3 November 2025 from the presumed Company Officer James Saint Applicant. It referred to similar

circumstances as are set out in Leasehold Form 5 and quoted a price of £2980. VAT was not mentioned.

19. The bundle included a 'proposal' 18 November 2025 from Morgan Security. Works referenced were all but identical to those referenced in Leasehold 5 at the price of £4140 + VAT. No VAT number was given.
20. The bundle included an email of 10 February 2026 from Applicant Company Officer James Saint to all leaseholders concerning this application.
21. The applicant did not appear to include a list of names and addresses of leaseholders affected by the expenditure. This amounted to confirmation of notice that leaseholders had been informed of the dispensation application and documents generated.

Respondent's Case

22. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

23. 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.
24. 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.”
25. 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.”

26. 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**.
27. 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

28. 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.
29. 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.
30. The correspondence showed that the applicant complied with the Directions.
31. The terms of this Dispensation from the requirements of Section 20, are:
32. That this covers the works set out in all of the documents referenced above. Only the works set out here are included in the dispensation. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included other than in the foregoing quoted works.
33. It was noted by the Tribunal that any other cost of investigating and repairing the cause of the water leak, the survey, the specification, tendering, contract award, management and payment for the works were not made the subject of this application. If those works were also completed for the landlord then their cost lies outside of this dispensation.
34. These works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other

items are included or given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.

35. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can 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.
36. **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; in this case, on terms.**

N Martindale FRICS

17 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 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).