



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

Case Reference : **CAM/00MX/LDC/2025/0705**

Property : **Penn House, Jennery Lane,
Burnham, SL1 8BN**

Applicant : **Trinity Land & Investments Ltd.**

Representative : **None**

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 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 is 42No. purpose built, 1980’s flats over 3 levels. They are intended for use by residents over the age of 55. This application appears to concern urgent works to remedy a water leak from more than one flat’s balcony areas and affecting the interiors of other flats nearby.

Directions

5. Directions dated 2 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 21 October 2025. It confirmed that these were qualifying works that had 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...' Work to investigate, arrange access and remedy a balcony leak from flat 38 into flat 24 had already been subject to Consultation under S.20 and was commenced by the first contractor Whites of Windsor. On commencement the balcony wall was found to be unstable and could not be left without additional work.
14. The application at Box 2 'Describe the consultation that has been carried out or is proposed to be carried out'. The applicant set out the timeline from commencement, the leak in May 2025, the Surveyor's inspection June 2025 and contract award August 2025. Works commenced late August 2025, but further works were discovered to be required.
15. The application at Box 3 'Explain why you seek dispensation of all or any of the consultation requirements. *"We retrospectively seek dispensation from all or(f) the consultation requirements as the works to the building were time critical and there was insufficient time to undertake consultation."*
16. The application at box 10 indicated that the application should be dealt with by Fast Track, but gave no reason why it might be urgent.
17. A copy of a completed sample lease of a flat at the Property was provided.
18. The bundle included a report dated 20 June 2025 from Trace Surveys. The survey included inspections of flats 24 38 17 32. The report included some 11No. colour photographs and the interior of flats and external views of balconies and adjacent parapet walls. These showed minor mould growth to ceilings and walls and damp meter use within the flats.

19. The bundle included a Quotation No.2728 dated 18 August 2025 from Enterprise Services Group Ltd.. Works referenced included removal and reinstatement of perimeter coping stones, waterproof balcony membranes, membrane patch 'welding'. The total cost was £6443.30 plus VAT.
20. The bundle included a quotation dated 21 February 2025 for lead capping to coping stones from Target Maintenance GB Ltd., at £9520 plus VAT.
21. The bundle included a copy of the 'Property Visit Report' from Whites of Windsor dated 14 May 2025. With it were two invoices. 1. Dated 1 October 2025 for £4464.28 plus VAT for works to the balcony. 2. Dated 24 October 2025 for £5840.16 plus VAT for scaffold, materials labour. It was unclear if these invoices were for alternative, combined, or successive works at the Property.
22. The applicant included a list of names and addresses of leaseholders names affected by the expenditure. The applicant confirmed on 9 February 2026 that leaseholders had been informed of the dispensation application and documents generated.

Respondent's Case

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

The Law

24. 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.
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. 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.”
27. 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**.
28. 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

29. 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.
30. 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.
31. The correspondence showed that the applicant complied with the Directions.
32. The terms of this Dispensation from the requirements of Section 20, are:
33. 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.
34. 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.

35. 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.
36. 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.
- 37. 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).