FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case References	:	**MAN/30UF/LDC/2025/0691**
Property	:	**Sandhurst Court 3-5 South Promenade Lytham St Annes FY8 1L**
Applicant	:	**Sandhurst Court Management Ltd**
Representative	:	**Rowan Building Management Limited**
Respondents	:	**The Residential Long Leaseholders**
Type of Application	:	**Landlord & Tenant Act 1985 – Section 20ZA**
Tribunal	:	**Judge John Murray** **Aaron Davis MRICS**
Date of Directions	:	**11th March 2026**

ORDER

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1. An application was made on the 8th November 2025 for dispensation from consultation for major works pursuant so s20ZA Landlord and Tenant Act 1985 to the building knowns as Sandhurst Court 3-5 South Promenade Lytham St Annes FY8 1L ("the Property").

2. The applications related to major works to the Property, described by the Property manager as "works to investigate the long-standing roof leaks penetrating the penthouse apartments. Verify the recommended resolution regarding the new front parapet detail and mansard flashing. Agree with all relevant parties the final scope of works before undertaking the work". The works had already been completed during the 2023/2024 accounting period.

3. Directions were made by the Tribunal on 23rd December 2025 by a Legal Officer. It was proposed that the matter be dealt with as a paper determination.

THE LEGISLATION

The relevant legislation is contained in s20ZA Landlord and Tenant Act 1985 which reads as follows:

s20 ZA Consultation requirements: supplementary

(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

THE APPLICATION

4. The Applicant’s property manager, Mr. Chris Brook of Rowan Building Management Limited provided a statement of case setting out the following:

5. The qualifying works relate to a major roof replacement and mansard refurbishment project at Sandhurst Court during the 2023/2024 accounting period.

6. These works were required because an earlier re-roofing project, carried out under the previous managing agent and contractor, had failed. The wrong roofing product had been applied by a contractor who proved incompetent, the works had been poorly overseen, and no manufacturer-backed single point

guarantee had been obtained. As a result, by April 2021 the roof was repeatedly leaking into the penthouse apartments, and leaseholders were threatening legal action and compensation claims against the management company.

7. After Rowan was appointed as managing agent in April 2021, a full technical investigation was carried out. A roof survey was undertaken by Jones Melling, followed by core sampling and inspections by three roofing manufacturers—Sika, Garland, and ICO (the applicant's recommended manufacturer). All concluded that the existing roof system was defective and required full renewal.

8. Following consultation and leaseholder approval, the works were designed by Sika, including a warm-roof specification intended to address the underlying structural issues and prevent recurrence of leaks. The project was competitively tendered and ultimately awarded to DRSL, an approved Sika contractor.

9. The works commenced in April 2023 and were completed in 2023/2024. The installation was vetted and approved by Building Control. A 20-year Sika single point manufacturer guarantee was issued upon completion. Since finishing the works, no further leaks have been reported in the penthouse apartments.

10. A significant amount of consultation was carried out, extending over a two-year period and going considerably beyond the minimum statutory requirements.

11. A Stage 1 Notice of Intention was served on all leaseholders on 1 July 2021. It referred to the need to investigate and resolve the longstanding roof leaks and invited written observations within 30 days, and nominations of contractors. No observations or nominations were received from the applicant within the consultation period. The notice was kept deliberately broad to allow the scope to be accurately defined after investigation and technical validation, given the long-standing structural failures of the existing roof. Technical investigations, manufacturer involvement, and tendering (2021–2022). During 2021–2022 Rowan undertook extensive due diligence and technical consultation, including attendance of three roofing manufacturers on site (Sika, Garland, ICO); attendance of up to nine approved roofing contractors on site; full roof survey by Jones Melling; multiple meetings with manufacturers and contractors; manufacturer-issued sampling and specification work; continuous correspondence answering detailed technical queries, including those submitted by the Mr. Whiston who has raised queries in case numbered

12. This process was required to obtain a safe, viable, guaranteed solution to remedy the inherited defects.

13. Stage 2 : A Notice of Estimates dated 8 February 2023 was issued to all leaseholders, providing full specifications for the proposed works; estimates from two contractors (DRSL and LRL), with DRSL being the lowest tender at £102,468; a summary of written observations and the landlord's responses

14. An Extraordinary General Meeting was held on 8 February 2023, attended by Leaseholders, Sika, the manufacturer, DRSL, the preferred contractor. The manufacturer and contractor representatives addressed all technical questions, including those raised by the applicant.

15. A resolution to approve the final specification, the chosen Sika system, the selection of DRSL, and the funding method (reserves plus levy) was passed by 13 votes in favour, 1 against (the applicant), and 1 abstention.

16. The works commenced April 2023 and were completed during 2023/24. The works were approved by Building Control, and a 20 year Sika manufacturer guarantee issued. Persistent leaks ceased.

17. One of the leaseholders (presumably Mr. Whiston) ultimately paid the levy of £2,352.07 on 24 June 2024, under protest.

18. No further consultation was proposed because the works have now been completed. Dispensation is sought because although extensive consultation was carried out over an extended period, there may have been a minor technical error in the formal notice of intention section 20 procedure completed, arising from the practical realities of the defective roof and evolving technical specification. These irregularities were unavoidable, not caused by any fault or omission by the management company and have caused no relevant prejudice whatsoever to any leaseholder.

19. A full compliance (with consultation requirements) was not reasonably achievable due to inherited defects and urgency. The roof had failed after incorrect materials and poor workmanship under the previous managing agent. Persistent leaks into penthouse apartments created urgency and a real risk of legal claims against the management company. A detailed specification could not be prepared until manufacturers performed core sampling and technical investigation, a process impossible to foresee at the Stage 1 notice in 2021 (i.e. full scaffolding required for in depth investigative works and finalised spec).

20. The complexity of the failure required a staged, iterative approach with manufacturers and surveyors before procurement decisions could be finalised

21. Consultation in practice went far beyond statutory requirements Leaseholders were given:
    • A Stage 1 notice
    • A Stage 2 notice with full estimates and responses
    • An EGM attended by the manufacturer and contractor
    • Full access to all quotations, site plans, technical information and guarantees
    • Answers to all submitted questions, including the applicant's detailed technical objections
    • Competitive pricing from multiple approved contractors
    • A democratic vote on the specification and contractor

22. The uploaded notices and minutes showed comprehensive engagement with the Leaseholders. Leaseholders suffered no relevant prejudice. The works were competitively tendered and the lowest-price contractor (DRSL) was chosen. The specification was the universally recommended solution (warm-roof) and was manufacturer-designed. A 20-year single point guarantee protects all leaseholders. Works resolved the longstanding leaks and were Building Control approved. Leaseholders had every opportunity to make informed observations and participate in the decision-making process.

23. The statutory purpose of consultation was fully achieved Leaseholders were fully informed, had a real opportunity to influence decisions, understood the costs, and selected the contractor through a democratic process. Any technical irregularity did not affect the transparency, fairness, or outcome of the process. For these reasons, the landlord respectfully seeks dispensation so that the costs may be recovered in accordance with section 20ZA of the Landlord and Tenant Act 1985.

24. A Leaseholder Mr. Whiston responded to the application with an email to the tribunal dated 27 December 2025.

25. He stated that on 6 November 2025 the dispensation application dated 6 November 2025 was submitted to the Tribunal but was not copied to leaseholders. On 5 December 2025 the Tribunal sent an email to the Applicant regarding his dispensation application dated 6 November 2025. It stated that: 'Both this new application and the determined case (MAN/30UF/LSC/2024/0608) refer to the same notice of intention dated 1 July 2021, and the same notice of estimates dated 8 February 2023. In which case, the Tribunal cannot accept the new application as there has already been a determination.'

26. There followed some confusion over an application having been made by "Green Hen Property Limited" for dispensation; subsesquently on 17

December 2025 the Applicant resubmitted the dispensation application dated 6 November 2025 and served a copy on all leaseholders.

27. On 23 December 2025 the Tribunal issued Amended Directions showing Sandhurst Court Management Ltd as the Applicant in the Direct.

28. Despite there being much correspondence about the overlap between this application and case numbered MAN/30UF/LDC/2024/0061, there was no reference to any prejudice being suffered by Mr Whiston by the lack of the full consultation process. The issue behind the new application appeared to be that paragraph 42 of the Decision on the LSC/2024/0608 case found that the s20 requirements were not deemed met for the roof works in the July Notice leading to the application for dispensation currently being considered.

THE DETERMINATION

29. The Tribunal has jurisdiction to dispense with consultation under Section 20ZA (1) which provides the Tribunal may do so where "*if satisfied that it is reasonable to dispense with the requirements*".

30. The only issue for the Tribunal to consider under section 20ZA is whether or not it is reasonable to dispense with the consultation requirements. The application does not concern the issue of whether any service charge costs resulting from the contracts are reasonable or indeed payable and it will be open to lessees to challenge any such costs charged by the Applicant under section 19 of the Act, if, for example they did not believe the Applicant was entitled to charge for utilities under the terms of their occupancy agreement

31. This was confirmed by HHJ Huskinson in the Upper Tribunal who considered the jurisdiction for prospective dispensation under s20ZA in the case of **Auger v Camden LBC [2008].** The Upper Tribunal confirmed that the Tribunal has broad judgment akin to a discretion in such cases. The dispensation should not however be vague and open ended. The exercise of discretion to grant dispensation requires the clearest of reasons explaining its exercise

32. Dispensation was considered in depth by the Supreme Court **in Daejan v Benson [2013] UKSC14** which concerned a retrospective application for dispensation. Lord Neuberger confirmed that the Tribunal has power to grant

a dispensation on such terms as it thinks fit, providing that the terms are appropriate in their nature and effect.

33. At paragraph 56 Lord Neuberger said it was "clear" that a landlord may ask for dispensation in advance for example where works were urgent, or where it only becomes apparent that it was necessary to carry out some works whilst contractors were already on site carrying out other work. In such cases it would be "odd" if the (LVT) could not dispense with the Requirements on terms which required the Landlord, for instance (i) to convene a meeting of the tenants at short notice to explain and discuss the necessary works, or (ii) to comply with stage 1 and/or stage 3, but with (for example 5 days instead of 30 days for the tenant to reply.

34. Lord Neuberger also confirmed that conditions could be imposed as to costs, aside from the Tribunal's general powers to award costs, (which at that time were limited), drawing a parallel to the Court's practice to making the payment of costs a condition of relief from forfeiture.

35. The correct approach to prejudice to the tenants is to consider the extent that tenants would "relevantly" suffer if an unconditional dispensation was accorded. The Tribunal needs to construct what might happen if the consultation proceeded as required - for instance whether the works would have cost less, been carried out in a different way or indeed not been carried out at all, if the tenants (after all the payers) had the opportunity to make their points.

36. The Tribunal is satisfied that the works were urgent given the risks to the Property. The works were carried out expeditiously for the benefit of all leaseholders, and they were kept informed and no leaseholders appeared to object to the works in principle.

37. Whilst one leaseholder, questioned whether the application had been the subject matter of earlier proceedings, the Tribunal is satisfied that it was not. There has been confusion between one of the leaseholders and the Tribunal and possible cross pollination of different applications, and a wrongly named party, but no evidence of prejudice being suffered.

38. In all the circumstances, dispensation from consultation is granted.

39. This judgement does not address whether the costs are either payable, under the terms of the lease, or reasonable in terms of amount and quality of works,

and any leaseholder who has concerns in any of those respects has a right to apply to the Tribunal pursuant to s27A Landlord and Tenant Act 1985.

Tribunal Judge John Murray
11 March 2026