FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/36UD/LDC/2025/0659**
Property	**:**	**The Balmoral, 106 Kings Road, Harrogate, North Yorkshire, HG1 5HH**
Applicant	**:**	**Adriatic Land 8 Limited**
Representative	**:**	**Lea Cross IPM Limited**
Respondents	**:**	**The Residential Long Leaseholders**
Type of Application	**:**	**Section 20ZA Landlord & Tenant Act 1985**
Tribunal Members	**:**	**Mr P Barber (Judge)** **Mr N Foster (Valuer Member)** **Ms M Steer (Judge)**
Date	**:**	**05 March 2026**

DECISION

DECISION

1. The Tribunal grants dispensation from the consultation requirements of section 20 of the Landlord and Tenant Act 1985 under section 20ZA of that Act in respect to qualifying major works to the roof of the Property.

The Application

2. In their application dated 11 June 2025, the Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985 ("the **Act**") for retrospective dispensation from consultation in respect of major works relating to roof repairs at the Property following water ingress from the flat roof.

3. The Applicant states that when the Property was converted from a hotel into 14 apartments in 2018, a new flat roof was installed. There have been ongoing issues with water ingress from the roof which is covered under the developer's structural warranty policy. Notwithstanding that there is an insurance policy in place, there is a policy excess under that policy for each leaseholders to pay. The Service Charge (Consultation Requirements) Regulations 2003 provide that consultation requirements are triggered if the landlord plans to carry out qualifying works which would result in the contribution of any leaseholder paying more than £250. The cost of the policy excess for the roof repair works of the subject application exceeds this threshold.

4. By directions dated 02 December 2025 ("the **Directions**"), the Tribunal directed the Applicant to provide a bundle of documents to the Tribunal consisting of (amongst other documents) i) a full statement of case explaining why the application has been made; ii) any correspondence sent to the leaseholders in relation to the works; iii) detailed reasons for any urgency of the works and the consequences upon lessees of any delay; and iv) any quotes or estimates for the proposed works and relevant reports (including full details of attempts made by the Applicant to obtain quotes or estimates). The Tribunal also directed the Applicant to send each of the Respondents a copy of the Tribunal bundle.

5. The Directions required any Respondent who opposed the application, to send to the Applicant and the Tribunal, any statement they wish to make in response to the Applicant's case. The Tribunal has received no such statements or replies from the Respondents.

6. The Directions provided that the Tribunal would decide the matter on the basis of written submissions and without an inspection of the Property unless any party requested a hearing and/or an inspection. No such request has been made.

The Applicant's case

7. The Applicant is the freehold owner of the Property who covenants with the 14 leaseholders of the apartments to maintain (and keep in good and substantial repair and condition) and renew or replace (when required) the roof of the Property subject to the payment of service charges by the leaseholders under the terms of the leases under which the flats are held.

8. In its application, the Applicant explained that there had been ongoing issues with the flat roof at the Property which was covered under a structural warranty policy until 2028. In May 2024, the Residents Association at the Property requested that the freeholder (via their managing agents) submit a claim on behalf of the leaseholders to repair the flat roof at the Property following water ingress via the roof into Apartment 13. A claim was submitted on 29 May 2024 and a loss adjustor was appointed. At the request of the leaseholders, a contractor was appointed to provide a report detailing the problems with the roof. The same contractor later provided a quotation for the required works to the roof to be completed in the sum of £49,000.

9. On 14 February 2025, following receipt of the quotation and given that the insurer had not approved cover at that stage, the Applicant (via its managing agent) gave 'notice of intention to carry out qualifying works' in accordance with section 20 of the Act in respect of the roof repair works. On 21 February 2025, the loss adjustor confirmed to the Applicant that the roof repair works were covered under the structural warranty policy, subject to the payment of the policy excess of £1,000 per leaseholder plus indexation per property, a sum per leaseholder in excess of the consultation threshold.

10. On 1 July 2025, the Applicant informed the leaseholders that the structural warranty claim had been accepted by the insurer and that the quotation received had been approved and that the roof repair works would commence. The leaseholders were informed that the section 20 consultation process would not be completed in the usual manner because the contractor had already been selected by the Residents Association on behalf of the leaseholders, and had been approved by the loss adjustor under the terms of the structural warranty meaning that it was not possible to obtain comparative quotes for the works at that time. The Applicant also states that the roof repair works were required to be undertaken as soon as reasonably practicable to prevent further water ingress and damage to the Property. Further, the Applicant states that the leaseholders via the Residents Association have been fully involved in the selection process of the contractor appointed by the insurer and, to this end, have suffered no prejudice by reason of a failure by the Applicant to comply with the consultation requirements set out in section 20 of the Act.

11. The Applicant informed the leaseholders that they would be making an application to the Tribunal under section 20ZA of the Act requesting the Tribunal's permission to retrospectively dispense with the section 20 consultation requirements. The roof works were completed on or around 30 October 2025.

The Respondent's case

12. No Respondents objected to the application.

Determination and Reasons

13. Section 20ZA 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."

14. The whole purpose of section 20ZA is to permit a landlord to dispense with the consultation requirements of section 20 of the Act if the Tribunal is satisfied that it is reasonable for them to be dispensed with.

15. The Tribunal has taken account of the Supreme Court decision in *Daejan Investments Limited v Benson and others* [2013] UKSC 14 and the important question of prejudice when assessing the reasonableness of making such a determination. There is no evidence before the Tribunal that the Respondents were prejudiced by the failure of the Applicant to comply with the consultation requirements in relation to the roof repair works at the Property which concluded in October 2025. The Tribunal notes that the works were completed at least four months ago and the Respondents have raised no objections to the application.

16. The Tribunal is therefore satisfied that it is reasonable to grant dispensation with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 in respect of the roof repair works undertaken at the Property which concluded in October 2025. This is ostensibly for the same reasons as set out by the Applicant in its application and as detailed at paragraph 10 above. Namely, that the leaseholders themselves selected the contractor who carried out the works and were involved in the appointment process; that obtaining comparative quotes in the circumstances would have been difficult and that there would have been some urgency to carry out the repairs due to the nature of them and the time of year.

17. This decision does not affect the Tribunal's jurisdiction upon any future application to make a determination under section 27A of the Act in respect of the reasonableness and/or the cost of the work.

Name: Judge Steer

Date: 05 March 2026

ANNEX – RIGHTS OF APPEAL

1. If a party wishes to appeal 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.

2. 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.

3. 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 being within the time limit.

4. 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.