



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

**Case Reference** : **MAN/00CG/LDC/2025/0636**

**Property** : **2A-D Spring Court, Crookes, SHEFFIELD, S10 1GJ**  
**91A-F Spring Court, School Road, Crookes, SHEFFIELD, S10 1GJ**  
**Ainsley Court, Ainsley Road, Crookes, SHEFFIELD, S10 1EU**

**Applicant** : **Ainsley Court Management Company Limited**

**Representative** : **Razaul Islam, Solicitor for Trinity Estates**

**Respondent** : **The Residential Long Leaseholders**

**Type of application** : **s.20ZA of the Landlord and Tenant Act 1985**

**Tribunal members** : **Mr H. Lewis FRICS**  
**Ms. J A. Bissett FRICS**

**DECISION**

Pursuant to s.20ZA of the Landlord and Tenant Act 1985, the Tribunal grants dispensation from the consultation requirements of s.20 of the Landlord and Tenant Act 1985 in relation to required works to mitigate fire safety risks and ensure compliance with fire safety regulations between 12<sup>th</sup> December 2024 and 17<sup>th</sup> December 2024 at 2A-D Spring Court, Crookes, Sheffield, S10 1GJ; 91A-F Spring Court, School Road, Crookes, Sheffield, S10 1GJ and Ainsley Court, Ainsley Road, Crookes, Sheffield, S10 1EU

## Background

1. This is an application under s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) to dispense with the consultation requirements of s.20 of the Act. These requirements (“the consultation requirements”) are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).
2. The application is made in respect of 2A-D Spring Court, Crookes, Sheffield, S10 1GJ; 91A-F Spring Court, School Road, Crookes, Sheffield, S10 1GJ and Ainsley Court, Ainsley Road, Crookes, Sheffield, S10 1EU (“the Property”). The Property is located within the community of Crookes being a suburb of the city of Sheffield. There are 4 blocks which form this Development; each is accessed separately. This main building is partially adjoined on one side. There are basement parking spaces.
3. The building is of traditional construction comprising of brick cavity walls, block and beam floors, concrete stairs and internal walls being of plasterboard drylining. It has a pitched timber framed roof, clad in tiles. The windows are a combination of PVCu and wooden frames.
4. The Applicant, Trinity (Estates) Property Management Ltd, is the management company for the Premises and is represented in these proceedings by in-house solicitor Razaul Islam.
5. The Applicant refers to a list of the long leaseholders of the flats within the Property, who are the Respondents in this matter. The respondent leaseholders are:
  1. Mr I Beswick 1a Ainsley Court
  2. Mr Matthew James Jury 1b Ainsley Court
  3. Mr Joshua Gladstone Bailey 1c Ainsley Court
  4. Mr Matthew Robert Land & Miss Devon Steel 1d Ainsley Court
  5. M2M Properties Limited 1e Ainsley Court
  6. Mr Paul Wyman & Mrs Michela Padovani 1f Ainsley Court
  7. Mr Rex Caplan 3a Ainsley Court
  8. Mr Rex Caplan 3b Ainsley Court
  9. Mr Rex Caplan 3c Ainsley Court
  10. Mr Rex Caplan 3d Ainsley Court
  11. Mr Edward Atack 91a Spring Court
  12. Mr S Galbraith 91b Spring Court
  13. Mr Gustav Schelle 91c Spring Court
  14. Mr Warner & Mrs Warner 91d Spring Court
  15. Mr RM King & Miss K Drew 91e Spring Court
  16. Cavendish Mgmt Limited 91f Spring Court

17. Mr Adam M Calvert 2a Spring Court
18. The Personal Representative of Mr SP Masson Flat 2b Spring Court 43 Spring Hill
19. Mr David H Marsh & Ms Sarah A Marsh 2c Spring Court
20. Mr Allan J Gillis & Mrs Julia M Gillis 2d Spring Court

6. The flats located within the Property are subject to long residential leases. All the leases are understood to have been granted on similar terms. A sample lease is provided at page 94 of the panel papers.

#### APPLICANTS STATEMENT

7. The applicant's authority for repair and maintenance of the building is derived from the obligations and covenants contained within the sample lease and in particular:

By Clause 3(a) of Part 11 of the Sixth Schedule of the Lease, the Applicant has covenanted: "To maintain repair redecorate and renew the foundations roof and main structure of the Block".

By Clause 17 of Part 11 of the Fifth Schedule and Clause 8 of Part 11 of the Fifth Schedule to the Lease, the following forms part of the Block Service Charge and Site Service Charge which the Applicant is responsible for: "Costs and expenses incurred by the Company in carrying out its obligations under Part 11 of the Sixth Schedule to this Lease...".

By Clause 14 of Part 11 of the Fifth Schedule to the Lease, the Site Service Charge includes: "All other expenses (if any) incurred by the Company in and about the maintenance and proper and convenient management and running of the Site..."

By Clause 18 of Part 11 of the Fifth Schedule to the Lease, the following further forms part of the Block Service Charge: "All other expenses (if any) incurred by the Company in and about the maintenance and proper and convenient management and running of the Block..."

8. Health and Safety Audit reports and Fire Risk Assessment Reports were commissioned on all three blocks within the development by TP Group with an assessment date of 02/12/2024. The reports identified inadequacies with the fire risk measures conflicting with health and safety requirements and necessitating improvement works. The report highlighted concerns relating to the ventilation within the blocks. It was further raised that the existing 'Stay Put' policy was not appropriate. Accordingly, the fire evacuation policy for Ainsley Court was changed to a 'Simultaneous Evacuation' Policy. This means that in the event of a fire, all residents are required to evacuate the building immediately.

9. On 12<sup>th</sup> December 2024, interim works were carried out in which interlinked smoke detectors were installed within the communal areas and individual flats. A number of quotations were obtained before selecting the successful contractor to ensure cost-effectiveness. A 24-hour waking watch scheme was also implemented during this period to ensure resident safety until the smoke detector installation works had completed. The necessary works were subsequently completed on 17<sup>th</sup> December 2024.
10. The total cost incurred in respect of the installation of smoke detectors was £2,548.00 plus VAT. The total cost incurred in respect of the waking watch was £2,821.51 plus VAT for the duration of 15 days.
11. The interim works were necessary to mitigate fire safety risks and ensure compliance with fire safety regulations. A permanent solution in the form of AOV window installation would follow. The control of Ainsley Court Management Company Limited is with resident directors and approval for the works was sought from the board of directors who subsequently provided their consent on 17<sup>th</sup> January 2025.
12. Given the critical nature of the works, and the need for immediate attention to address fire safety concerns, no further consultation with leaseholders was undertaken before proceeding. However, leaseholders were kept informed throughout the process, particularly regarding the implementation of the waking watch scheme and the installation of interlinked smoke detectors. The decision to proceed without a full Section 20 consultation was made to ensure compliance with the fire risk assessment recommendations and to prevent delays that could have compromised resident safety. As a property management company, it is paramount to the Applicant to prioritise residents' best interests and safety.

### The Law

13. Section 18 of the Act defines what is meant by "service charge". It also defines the expression "relevant costs" as:

*'the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.'*

14. Section 19 of the Act limits the amount of any relevant costs which may be included in a service charge to costs which are reasonably incurred, and s.20(1) provides:

*'Where this section applies to any qualifying works ... the relevant contributions of tenants are limited ... unless the consultation requirements have been either—*

- (a) *complied with in relation to the works ... or*
- (b) *dispensed with in relation to the works ... by the appropriate tribunal*’.

15. “Qualifying works” for this purpose are works on a building or any other premises (s.20ZA(2) of the Act), and s.20 applies to qualifying works if relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.00 (s.20(3) of the Act and regulation 6 of the Regulations).
16. Should a landlord not comply with the correct consultation procedure, it is possible to obtain dispensation from compliance with these requirements by an application such as this one before the Tribunal. Essentially the Tribunal must be satisfied that it is reasonable to do so.
17. The Applicant seeks dispensation under section 20ZA of the 1985 Act from all the Consultation Requirements imposed on the landlord by section 20 of the 1985 Act.
18. Section 20ZA(1) 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 ... the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements’.*
19. Reference should be made to the Regulations themselves for full details of the applicable consultation requirements. In outline, however, they require a landlord (or management company) to:
  - give written notice of its intention to carry out qualifying works, inviting leaseholders to make observations and to nominate contractors from whom an estimate for carrying out the works should be sought.
  - obtain estimates for carrying out the works, and supply leaseholders with a statement setting out, as regards at least two of those estimates, the amount specified as the estimated cost of the proposed works, together with a summary of any initial observations made by leaseholders.
  - make all the estimates available for inspection; invite leaseholders to make observations about them; and then to have regard to those observations.
  - give written notice to the leaseholders within 21 days of entering into a contract for the works explaining why the contract was awarded to the preferred bidder if that is not the person who submitted the lowest estimate.

### Reasons for the decision

20. The Works carried out are “qualifying works” within the meaning of s.20ZA(2) of the Act and are works in respect of which each lessee will have to contribute more than £250 by way of service charge by virtue of the terms of the lease which have been set out in paragraph 7 above.
21. The Tribunal issued directions on 10<sup>th</sup> December 2025. It considered that the application could be resolved by way of submission of written evidence but invited any of the parties to apply for a hearing if so desired. No such application has been made and the Tribunal therefore convened on 13/03/2026 to consider the application in the absence of the parties.
22. Paragraph 3 of the directions required the Applicant to send to the Tribunal and the Respondent a bundle of documents upon which the Applicant sought to rely in support of its application for dispensation. Paragraph 4 of the directions provided that any respondents who opposed the application were to submit written representations to the Tribunal. Paragraph 5 allowed the Applicant to submit a final written statement in reply before the Tribunal made its determination.
23. The only issue for the Tribunal to determine in this matter is whether it is reasonable to dispense with the consultation requirements.
24. Tribunal must decide whether it was reasonable for the Works to proceed without the Applicant first complying in full with the s.20 consultation requirements. These requirements ensure that tenants are provided with the opportunity to know about the works, why the works are required, and the estimated cost of those works. Importantly, it also provides tenants with the opportunity to provide general observations and nominations for possible contractors. The landlord must have regard to those observations and nominations.
25. The Tribunal had regard to the principles laid down in *Daejan Investments Ltd. v Benson* [2013] 1 WLR 854 upon which its jurisdiction is to be exercised.
26. The consultation requirements are intended to ensure a degree of transparency and accountability when a landlord decides to undertake qualifying works. It is reasonable that the consultation requirements should be complied with unless there are good reasons for dispensing with all or any of them on the facts of a particular case.
27. It follows that, for the Tribunal to decide whether it was reasonable to dispense with the consultation requirements, there needs to be a good reason why the Works should and could not be delayed. In considering this, the Tribunal must consider the prejudice that is caused to tenants by not undertaking the full

consultation while balancing this against the risks posed to tenants by not taking swift remedial action. The balance is likely to be tipped in favour of dispensation in a case in which there was an urgent need for remedial or preventative action, or where all the leaseholders consent to the grant of a dispensation.

28. In the present case, it is apparent that the Works were necessary. Further, it was necessary and prudent to instigate a simultaneous 'waking watch' to ensure safety of the residents whilst the appropriate safety measures were being installed.
29. The applicants obtained two quotations for the installation being £2,548 plus VAT from P. K. Electrical contractors and £3,055.09 plus VAT from Walker Miller & Co Ltd. The most competitive quotation of £2,548 plus VAT was accepted. In addition, the cost of the 'waking watch scheme' carried out by 'Prime' amounted to £2,821.51 plus VAT. None of these costs were queried or opposed.
30. None of the Respondents have opposed the Applicant's application to this Tribunal and there is no evidence to contradict that of the Applicant.
31. The Tribunal finds that it was reasonable for the Works to proceed without the Applicant first fully complying with the s.20 consultation requirements. The balance of prejudice favoured permitting such works to proceed without delay.
32. The Tribunal emphasises the fact that it has solely determined the question of whether it is reasonable to grant dispensation from the consultation requirements. This decision should not be taken as an indication that the Tribunal considers that the amount of the anticipated service charges resulting from the Works is likely to be recoverable or reasonable; or, indeed, that such charges will be payable by the Respondent. The Tribunal makes no findings in that regard and, should they desire to do so, the Respondents retain the right to make an application to the Tribunal under s.27A of the Landlord & Tenant Act 1985 as to the recoverability of the costs incurred, as a service charge.

**Tribunal Chairman: J H Lewis; FRICS**  
**20/03/ 2026**

## RIGHT OF APPEAL

A person wishing to appeal against this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional Office, which has been dealing with the case.

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, that person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.