FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**MAN/00CG/LDC/2025/0656**
Property	**:**	**Church Mews 2-6 (evens) Wesley Lane, 8 & 295-307 (odds), School Road, Crookes, Sheffield S10 1GQ**
Applicant	**:**	**Trinity (Estates) Property Management Ltd**
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; Valuer Chair** **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 31st January 2025 and 19th February 2025. at Church Mews 2-6 (evens) Wesley Lane, 8 & 295-307 (odds), School Road, Crookes, Sheffield S10 1GQ

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 Church Mews 2-6 (evens) Wesley Lane, 8 & 295-307 (odds), School Road, Crookes, Sheffield S10 1GQ ("the Property"). The Property is located within the community of Crookes being a suburb of the city of Sheffield. The property comprises of a period building converted and extended to residential use around 2004. The development comprises of three blocks each having its own access.

3. 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.

4. The Applicant refers to a list of the long leaseholders of the flats within the Property, who are the Respondents in this matter, identified as being the following:

Leaseholder	**Flat number**
Dr. Ibrahim Hussain	295 School Road
Alison and Martin Pinder	297 School Road
Dr. Ibrahim Hussain	299 School Road
Julie Owen	301 School Road
Tarick Hussain	303 School Road
Dr KM Bellingham & Mr M Edgar	305 School Road
Sarah Thompson	307 School Road
Caroline Green & James Skaif	2 Wesley Lane
Mr JM & Mrs Elizabeth Docherty	4 Wesley Lane
Mr R J & Mrs S E Arrowsmith	6 Wesley Lane
Helen Kilbride	8 Wesley Lane

5. 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 142 of the combined bundle.

APPLICANTS STATEMENT

6. 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:

Clause 3 of the lease stipulates that THE TENANT COVENANTS with the Landlord to perform and observe the obligations on the Tenant's behalf set out in the Fourth, Fifth, Sixth and the Eighth Schedules hereto. By the Fourth Schedule:

2.1 To pay without any deduction set off or abatement whatsoever the Rent the Service Charge the Insurance Rent and all other payments due on the dates and in the manner set out in this Lease by bankers standing order or direct debit as the Landlord shall require

2.2 To pay forthwith on demand a fair and proper proportion (to be determined by the Landlord's Surveyors acting reasonably) of any outgoings expenses or assessments which may be imposed or assessed on the Demised Premises (or any part thereof) together with any other part or parts of the Building and/or the Estate (such sum to be deemed to be additional rent and to be recoverable as such)

Clause 4 of the Lease stipulates that: "THE LANDLORD COVENANTS with the Tenant in the terms set out in the Sixth, Seventh and Eighth Schedules hereto".

Further, by Clause 1.1.2.3 of the Eighth Schedule, the Landlord is responsible for providing the following Service which is recoverable through the Service Charge: "maintaining and renewing any fire alarms and/or burglar alarms and ancillary apparatus fire prevention and fire fighting equipment and any other apparatus in the Building and Common Parts".

7. Health and Safety Audit reports and Fire Risk Assessment Reports were commissioned on all three blocks within the development by MD Risk Management Ltd with an assessment date of 07/08/2025. The reports identified inadequacies with the fire risk measures conflicting with health and safety requirements and necessitating improvement works. The works were necessary to implement a simultaneous evacuation policy and ensure suitable sound levels in line with fire risk assessment recommendations.

8. The Applicant deemed the required repair works to be of an urgent nature with the reasons set out in a letter from Trinity dated 22nd December 2025 at page 70 of the combined bundle with particular reference to paragraph 3.1 of the findings of the Fire Risk Assessment. The report stated: .

"The smoke venting arrangements in this building are inadequate (see Section 3.1). Investigations should be made into whether it is possible to install an openable vent higher than all apartment doors so that the strategy for this building can be 'Stay Put'. If this is not possible, the strategy for the building must be changed to a permanent Simultaneous Evacuation (which includes all three apartments)."

Because the existing smoke venting was inadequate, the building could not safely operate under a' Stay Put' strategy. Until investigations into installing an Automatic Opening Vent (AOV) and associated roof works were completed (for which a Section 20 consultation is currently underway), the fire strategy had to be changed to Simultaneous Evacuation.

9. The urgency was summarised as:

- Simultaneous Evacuation strategy requires that all residents receive an immediate and effective alarm signal in the event of a fire.
- Walker Miller tested the communal alarm system and confirmed that the required 75 dB(A) at the bedhead was not achieved in certain apartments.
- To mitigate this risk, temporary interlinked smoke detectors and additional sounders were installed in Apartments 2-8 and 301 - 307, linked to the communal alarm system, along with relevant fire safety signage.

10. The consequences of delay was summarised as:

- Life Safety Risk: Without these alarm upgrades, residents would not have been adequately alerted during a fire, creating a serious risk of injury or loss of life.
- Regulatory Non-Compliance: The building would have remained non-compliant with fire safety legislation and FRA recommendations, potentially leading to enforcement action.
- Extended Vulnerability: Any delay would have prolonged the period during which the building operated under an unsafe evacuation strategy.

11. There was urgency to complete these works soon after the defects were identified to ensure resident safety. A full Section 20 consultation process will follow for the permanent AOV and associated roof works.

12. The implementation of a 'waking watch scheme' would have resulted in unnecessary disruption to residents and would have led to additional delays and avoidable costs. Such an approach would not have been proportionate nor in the best interests of either the residents or the development.

13. The relevant works were carried out between 31st January 2025 and 19th February 2025. The total cost incurred was £3,947.70 (VAT inclusive).

14. The application relates solely to the works undertaken between 31st January 2025 and 19th February 2025. The Applicant seeks dispensation for these costs only.

15. The Applicant states that due to the nature and urgency of the Works and the need to act promptly meant there was insufficient time to carry out the full consultation process pursuant to s.20 of the Act. without putting residents at potential risk.

RESPONDENT STATEMENT

16. The respondent statement of case is dated 5th January 2026 and is made in response to the application dated 15/07/2025 and extended statement of case made by the Applicants on 22/12/2025 in response to Directions dated 09/12/2025.

17. The respondents are jointly represented by Mr. M. Edgar and Dr. K M Bellingham. Consent to representation is made by 7 of the residential leaseholders which are included at pages 196 to 203 of the combined bundle.

18. At the introductory paragraph 1, the respondents oppose the Applicant's request for blanket dispensation from the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985. Further, if the Tribunal is minded to grant dispensation, it should be strictly limited and subject to conditions.

19. At paragraph 4 the Respondent state that they do not dispute the importance of fire safety but submit that total exclusion of consultation was not justified. The works were characterised as interim mitigation measures rather than permanent remediation and submit that there was scope for at least limited engagement.

20. At paragraph 5, the respondents submit that Leaseholders were denied the opportunity to comment on scope, necessity, alternatives, sequencing, and procurement and that this amounted to 'relevant prejudice'.

21. At paragraph 6, the respondent states that a 'blanket dispensation would be disproportionate' and that any dispensation must be narrow, fact-specific, and proportionate.

22. And at paragraph 7, dispensation should be limited strictly to the January–February 2025 fire alarm sounder works and must not be relied upon to justify or legitimise any future works, future budgets, reserve fund collections, or subsequent consultation exercises. The grant of dispensation should be expressly without prejudice to leaseholders' full consultation rights in relation to any future qualifying works.

APPLICANTS FINAL STATEMENT

23. In response to the Respondents' Statement, the applicants submit:

24. That the respondent does not identify any relevant prejudice as defined in

Daejan Investments Ltd v Benson. Further, the applicant maintains that procedural or informational disadvantage alone does not constitute relevant prejudice.

25. To the allegation that consultation was not "impracticable", the applicant state:

(a) interim fire safety measures are frequently urgent precisely because they address immediate and identified risks,
(b) the temporary nature of a solution does not diminish the urgency of its implementation, and;
(c) Section 20ZA does not require consultation to be impossible, only that dispensation is reasonable in the circumstances.

26. The applicant maintain that the respondents do not identify any alternative scope that should have been adopted, any aspect of the works that was unnecessary or excessive, any alternative contractor or procurement method that would have reduced cost, or any evidence that the works would have been materially different had consultation occurred.

27. Applying this to Daejan, the loss of an opportunity to make representations, without evidence that such representations would have produced a different outcome, does not amount to relevant prejudice.

28. Respondents do not contend that the costs incurred were unreasonable, inflated, or avoidable.

29. The application relates solely to the works undertaken between 31st January 2025 and 19th February 2025. The Applicant has no objection to dispensation being expressly limited to those works.

PRELIMINARY MATTER

30. A preliminary matter arose when the Respondent requested permission to issue a response to the final statement made by the applicant. The request stated that *'The reply is confined to a brief clarification of the legal framework concerning "relevant prejudice" and does not introduce new evidence or expand the issues before the Tribunal.'*

31. The additional statement request is contrary to the directions and for it to be considered, would need to be submitted by way of a 'Order 1 Form 1' notice'. This was subsequently made.

32. The additional statement was duly allowed. The reasons are stated in the earlier case management order dated 03/02/2026 and submitted to all parties. Accordingly, the additional statement made by the respondent attached to an email dated 27/01/2026 has been fully considered by the Tribunal.

The Law

33. 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'.*

34. 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'.

35. "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).

36. 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.

37. 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.

38. 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'.*

39. 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

40. 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 paragraphs 6 above.

41. The Tribunal issued directions on 9th 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.

42. 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.

43. The only issue for the Tribunal to determine in this matter is whether it is reasonable to dispense with the consultation requirements.

44. 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.

45. The Tribunal had regard to the principles laid down in *Daejan Investments Ltd. v Benson [2013] I WLR 854* upon which its jurisdiction is to be exercised.

46. 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.

47. 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.

48. In the present case, it is apparent that the Works were necessary.

49. The applicants commissioned one quotation only from Walker Miller & Co Ltd. Without alternative quotations, this does give rise to potential prejudice. However, it is noted that the respondent in their statement of case do not dispute the necessity nor cost of the completed works. Further, by undertaking the required works without delay served to avoid the potential additional cost of implementing a 'waking watch scheme'. Finally, the Tribunal has no evidence before it of more competitive quotations. On balance, therefore the Tribunal does not consider this amounts to relevant prejudice.

50. The respondents submit that Leaseholders were denied the opportunity to comment on scope, necessity, alternatives, sequencing, and procurement at a formative stage and that this amounted to 'relevant prejudice'.

51. The applicant maintains that the critical nature of the works and the need to act promptly meant there was insufficient time to carry out the full consultation process pursuant to s.20 of the Act. Attempts were made to keep the leaseholders informed by hand posted notices to each apartment.

52. The Tribunal finds that, for the relevant period, 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. In doing so, the Applicant also avoided the additional costs associated with a 'waking watch' scheme and therefore proceeding without delay was in the best interests of the leaseholders.

53. Finally, there is agreement between the parties as to the scope and limitations of the dispensation application. The respondent submit that should dispensation be granted then this should be limited strictly to the works completed in the period between 31st January 2025 and 19th February 2025. The applicant makes clear in their final statement that this is indeed the case. The Tribunal agrees.

54. 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.