



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

Case reference	:	LON/00AW/LDC/2025/0815
Property	:	7 Holland Villas Road, London W14 8BP
Applicant	:	R & H Trust Co Jersey Ltd (landlord)
Representative	:	Andrew Linger, Anthem Management
Respondent	:	The 5 leaseholders at the Property as set out on the list appended to the application
Representative	:	none
Type of application	:	Application for dispensation with the requirement to consult leaseholders - section 20ZA of the Landlord and Tenant Act 1985
Tribunal members	:	Judge Mark Jones
Venue	:	10 Alfred Place, London WC1E 7LR
Date of decision	:	14 April 2026

DECISION

Summary of the Decision

- 1. The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (*“the 1985 Act”*) from the statutory consultation requirements imposed on the landlord in respect of urgent works to replace damaged render to the high-level cornice on the front elevation of the building, and**

associated works including replacement of an external 3rd floor window sill.

- 2. The Tribunal does not impose any conditions on the grant of dispensation.**
- 3. The Tribunal has made no determination as to whether costs of the works are reasonable or payable.**

Background

1. The Applicant landlord applied by notice dated 18 July 2025 for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (*“the 1985 Act”*) from the consultation requirements imposed by Section 20 of the 1985 Act, in respect of works to remove and replace damaged render to the high-level cornice on the front of the Property.
2. The application has been determined on the papers. A face-to-face hearing was not held, where the Applicant indicated in its application that it was content with a paper determination, the Tribunal directed that it was suitable for such a disposal in its sequential directions dated 08 January, and 03 March 2026, and no objection to that course was received from any Respondent.
3. The relevant documents were contained in a bundle numbering some 69 pages, which included an unsigned and undated statement of Mrs Tisa Li, lessee of Flat D within the Property, that was emailed to the Tribunal by her solicitors, Pennington Manches Cooper LLP on 24 February 2026.
4. The Applicant is the freehold owner of the Property, which is a 6-storey purpose-built tenement building constructed around 1983. There are 5 flats within the Property. The Respondents are the individual lessees of the flats.
5. A director of the Applicant, and lessee of Flat E, Mr Edwin Wolfsohn, noticed that render was starting to crack and fall from the high-level cornice on the front of the Property, creating an obvious hazard to the welfare of both residents and passers-by. The Applicant’s representative, Mr Linger of Anthem Management took prompt steps to address the problem, on 09 July 2025 retaining Distinct Shopfitting Limited to erect scaffolding, and applying to the Tribunal on 18 July as stated above against the perceived urgency of the work.
6. EWI Construction Ltd provided a quotation for the necessary works on 20 August 2025, in the sum of £18,696.00, inc VAT.
7. This quotation appeared high to Mr Linger of Anthem, who commissioned a Defect Advisory Report from Earl Kendrick, Project and

Building Consultancy. Mr Simon Attwood ICIOP inspected on 04 September 2025, by means of the scaffolding *in situ*, and while Earl Kendrick's written report was finalised and sent to Mr Linger/Anthem on 06 October 2025, it is clear from the evidence that there was discussion between its surveyor and Mr Linger in the interim. The report (in summary) opined that due to water penetration the cornice substantially deteriorated, requiring full removal of the render, remedial works and replacement. The report also noted water penetration damage to a pre-cast third floor window sill section, requiring removal and replacement.

8. While the written report was pending, Mr Linger spoke to the surveyor and obtained a specification for the required remedial works, from which he obtained a quote for the repairs to the cornice (but not, at that stage, the 3rd floor window sill) from Distinct Shopfitting Limited, in the sum of £7,660 + VAT, which was accepted and the works commissioned on 30 September 2025.
9. Distinct Shopfitting undertook the works, which commenced in early October 2025 and included as matters evolved the replacement of the 3rd floor window sill at an additional cost of £387.00 plus VAT, so that the total sum incurred was £8,047.00 plus VAT of £1,609.40, being £9,656.40, as invoiced to the landlord on 22 October 2025.
10. The proposed works as at the date of the application, now completed, are subject to consultation requirements under s.20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations 2003, where the anticipated costs when apportioned between the flats within the Property will exceed £250 per flat, and the Applicant seeks dispensation from those requirements under s.20ZA of that Act.

The Law

11. The relevant section of the 1985 Act provides as follows:

“S.20 ZA Consultation requirements:

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.”

12. The issues arising on such applications were considered in detail by the Supreme Court in the case of ***Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854**. In summary, the Court observed as follows:

- 12.1 Sections 19-20 of the 1985 Act are directed to ensuring that lessees of flats are not required to pay for unnecessary services, for services provided to a defective standard, or to pay more than necessary for services which have otherwise been provided to an acceptable standard [§42].
- 12.2 Accordingly, the principal question for the Tribunal when considering how to exercise its jurisdiction in accordance with section 20ZA is the extent to which lessees were prejudiced by any failure of the landlord to comply with the consultation requirements [§44].
- 12.3 Where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the consultation requirements, an unconditional dispensation should normally be granted [§45].
- 12.4 Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements. Adherence to the requirements is a means to an end, not an end in itself, and the dispensing jurisdiction is not a punitive or exemplary exercise. The requirements leave untouched the fact that it is the landlord who decides what works need to be done, when they are to be done, who they are to be done by and what amount is to be paid for them [§46].
- 12.5 The financial consequence to the landlord of not granting a dispensation, and the nature of the landlord are not relevant factors [§51].
- 12.6 The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms it may see fit to impose are appropriate [§§54, 58, 59]. In this regard, and by way of example, the Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs (including surveyor and/or legal fees) incurred in connection with the landlord's application under section 20ZA (1) [§68].
- 12.7 The only prejudice of which a lessee may legitimately complain is that which they would not have suffered if the requirements had been fully complied with, but which they would suffer if unconditional dispensation were granted [§65].
- 12.8 While the legal burden of proof in establishing that a dispensation application ought to be granted is borne by the landlord, the factual burden of identifying some "relevant" prejudice that they would or might have suffered is on the lessees [§67].

12.9 Given that the landlord has failed to comply with statutory requirements, the Tribunal should be sympathetic to the lessees. If the lessees raise a credible claim of prejudice, the Tribunal should look to the landlord to rebut it [§68].

12.10 The lessees' complaint will normally be that they have not had the opportunity to make representations about the works proposed by the landlord, in which case the lessees should identify what they would have said if they had had the opportunity [§69].

Analysis

13. The Applicant's agent obtained two quotations for the proposed works, the second after advice from its surveyor, at approximately half the original price quoted by the first contractor approached to quote.

14. As set out in the Earl Kendrick report at §3.9, the second contractor that quoted was in fact the entity responsible for construction of the cornice on the Property, which was characterised in the report as having performed reasonably well to achieve the longevity that it had.

15. The Applicant seeks dispensation from the consultation requirements where it contends that the situation as it perceived it to be in July 2025 was reasonably urgent, and where having obtained 2 separate the quotations the lower one represented better value, against the surveyors' commendation of the quality of the work previously undertaken.

16. The usual manner in which the best price is obtained for major works is to engage in a tendering process in which a number of contractors are invited to provide competing quotations for the proposed work.

Mrs Li's Position

17. By her statement, Mrs Li complains that she did not receive the Tribunal's directions dated 08 January 2026 until 23 January 2026. She states that to the best of her knowledge no copy of the application was advertised in the communal area of the Property, as had been directed. The Tribunal, however, notes that appears to be no more than speculation, and further notes that Mrs Li's address is in Hong Kong, suggesting that she did not personally attend at the Property to observe whether the application had, or had not been displayed.

18. Mrs Li's more substantive complaints are twofold. First, on page 11 of the application the Applicant indicated that a Stage 1 notice of intention under s.20 of the 1985 Act would be sent to lessees shortly after the application was made, but that this was never done. Indeed, she suggests that in the time that had elapsed between making the application and the

date of her statement (received on 24 February 2026) the full statutory consultation process under s.20 could have been completed.

19. Secondly, she states that notwithstanding the period of time that had elapsed, she had not been provided with any consultation notices, any details of the works, any expert reports, nor had she been asked to comment on the proposed works.
20. In conclusion, Mrs Li states that it is not clear to her why the application for dispensation was necessary, or the basis of the Applicant's contention that it should be granted, and accordingly she objects to it.

Conclusions

21. The absence of provision of information is regrettable. Had Mrs Li been provided with the Earl Kendrick report and the two quotations it may be that she would have felt more satisfied as to the urgency of the work as perceived in July 2025, and may not have opposed the application.
22. It appears to the Tribunal that having had the problem brought to its attention, and having considered the works to be urgent, Anthem was given pause upon considering the high level of the first quote, before obtaining a surveyor's report and proceeding with the contractor that provided the lower quotation. The works were completed in mid-October, a little over 3 months after their necessity was identified, and it seems to the Tribunal that that period is more relevant to consideration of any prejudice to lessees, not the further 4 months to the filing of Mrs Li's statement.
23. It should be noted that none of the other lessees of flats within the Property have objected to the application for dispensation, either to the Applicant or to the Tribunal.
24. The Tribunal does not consider that Mrs Li has demonstrated any basis for concluding that she has been prejudiced by the lack of consultation, within the meaning of the concept explained by the Supreme Court in *Daejan*. Her complaints relate to the lack of provision of information, and the *potential* for a consultation process to have been engaged in. Against this, the Tribunal concludes that against the obvious danger presented by pieces of masonry falling from the cornice, it is satisfied that it is reasonable to dispense with the s.20 consultation requirements in this case.
25. The Tribunal's role on the present application is limited to determining only whether the statutory consultation requirements may be dispensed with. This does not concern the issue of whether any service charges, including the anticipated and actual costs of replacement of the windows, will be reasonable or payable.

26. Where there is no evidence of any prejudice to the lessees, the Tribunal determines that it is reasonable to dispense with the statutory consultation requirements.

Name: Judge Mark Jones

Date: 14 April 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 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.

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.

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).