



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

**Case Reference** : **BIR/47UC/LDC/2025/0033**

**Property** : **Cartwright Court, 2 Victoria Road, Malvern,  
Worcestershire, WR14 2GE**

**Applicant** : **Your Life Management Services Limited**

**Representative** : **McCarthy & Stone Retirement Lifestyles  
Limited**

**Respondents** : **The leaseholders of Cartwright Court**

**Type of Application** : **An application under section 20ZA of the  
Landlord and Tenant Act 1985 for  
dispensation of the consultation requirements  
in respect of qualifying works**

**Tribunal Members** : **Judge C Payne  
Mr N Atherton MRICS**

**Date of Decision** : **8 April 2026**

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**DECISION**

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## **Background**

1. By an application dated 10 September 2025, the Applicant has applied for a decision by this Tribunal that it may dispense with the consultation requirements contained in section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 in respect of works to the Property (“the Application”).
2. This is a retrospective application for dispensation as the works to replace the carpets in the communal areas of the Property were completed in September 2024. The justification given by the Applicant for the failure to follow the Section 20 process is that it was unintentional and a result of an operational oversight.
3. By Directions dated 17 February 2026, the Applicant was instructed to send to the Tribunal and the Respondents, the following documents:
  - a) A copy of the Directions dated 17 February 2026;
  - b) A copy of the Application and the accompanying documents;
  - c) Any other relevant documents; and
  - d) Copies of the quotations and likely cost per leaseholder.
4. The Respondents were instructed, by 16 March 2026, to complete the reply form provided with the Directions, and return it to the Tribunal, with a copy to the Applicant indicating whether:
  - a) They consented to the application (i.e., agreed to dispensation from full consultation) or, if they opposed the application (in whole or in part) and the reasons why.
  - b) Within their application, the Applicant had indicated that they were content with a paper determination. If any Respondent required an oral hearing, they were to indicate accordingly on the reply form.

The Respondents were advised if they failed to return the form, the Tribunal would assume that they did not oppose the dispensation application.

## **The Submissions of the Parties**

### *The Applicant*

5. Cartwright Court is a purpose-built block of 54 one and two bedroomed flats for the over 70's.
6. In early 2024 it was noted that the communal carpets no longer met the expected standards of safety, appearance, and functionality for the communal areas.
7. Noting that the carpets needed to be replaced, the Applicant’s former Operations Manager sought quotes for those works. The need to replace the carpets was discussed at a meeting with the Leaseholders on 13 March 2024. That meeting

was attended by 20 Leaseholders who were told that 3 contractors had been approached for quotes and, once one was appointed, they would bring in carpet samples. Minutes of that meeting were circulated to all Leaseholders. A copy of the minutes of this meeting was provided to the Tribunal.

8. By the end of March 2024 three quotes had been received by the Operations Manager. One from Levine's at £13,165 plus VAT, one from Jigsaw carpets at £14,824 plus VAT and one from 1st Choice Blinds and Carpets Limited for £12,154 plus VAT. Copies of the quotations were provided to the Tribunal.
9. A meeting was held on 16 May 2024, with 23 Leaseholders in attendance. A representative from Lavines attended to present some carpet samples and Leaseholders were asked to provide feedback on their preference as to colour. Minutes of that meeting were circulated to all Leaseholders. A copy of the minutes of that meeting was provided to the Tribunal.
10. In August 2024, the Operations Manager proceeded to instruct Levine's to undertake the works without having first initiated or completed the statutory consultation procedure required under Section 20 of the Landlord and Tenant Act 1985. The Applicant submitted that updates were provided during the course of the works to the Leaseholders, though copies were not provided to the Tribunal.
11. The works were completed on 27 September 2024. The Tribunal was provided with a copy of the final invoice from Lavines dated 27 September 2024 for the sum of £13,164 plus VAT.
12. The Applicant submitted that the omission of the Section 20 process was not intentional but arose as a result of an operational oversight and that the Leaseholders had not been prejudiced by the failure to follow the Section 20 consultation procedure.
13. Upon noting the omission, Leaseholders were invited to attend a meeting held on 20 August 2025 during which the Applicant explained that an error had been made, the need for dispensation to be sought and the reasons for making an application to the Tribunal. The Tribunal were not provided with minutes of this meeting.
14. The Tribunal was provided with a letter dated 2 March 2026 from the current Operations Manager to the Applicant confirming that copies of the Application, Directions and supporting documents had been delivered to all Leaseholders on 27 February 2026. Appended to that letter was a blank delivery receipt form. It is not clear whether copies of the quotes and cost per leaseholder were given to the Leaseholders as directed. On the balance of probabilities, the Tribunal concluded that the Leaseholders had been made aware of the Application and given a reasonable opportunity to respond to them.

#### *The Respondents.*

15. Owners of three flats completed and submitted the Reply Forms to the effect that they supported the application for full dispensation. The Tribunal received no objections to the application and there were no requests for an oral hearing.

## Hearing and Inspection

16. As there have not been any requests for an oral hearing and the Tribunal does not consider there is any necessity for the same. The Tribunal has determined this matter on the basis of the written submissions of the parties and without an inspection of the Property.

## The Law

17. Section 20 of the Act, as amended by the Commonhold and Leasehold Reform Act 2002, sets out the consultation procedures landlords must follow which are particularised, collectively, in the Service Charges (Consultation Requirements) (England) Regulations 2003. There is a statutory maximum that a leaseholder has to pay by way of a contribution to “qualifying works” (defined under section 20ZA (2) as ‘works to a building or any other premises’) unless the consultation requirements have been met. Under the Regulations, section 20 applies to qualifying works which result in a service charge contribution by an individual leaseholder in excess of £250.00.
18. To comply with consultation requirements a person collecting a service charge must follow procedures set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).
19. To obtain dispensation, an application must be made to this Tribunal. We may grant it if we are satisfied that it is reasonable to dispense with the consultation requirements (section 20ZA(1) of the Act).
20. The Tribunal’s role in an application under section 20ZA is therefore not to decide whether it would have been reasonable to carry out the works, but to decide whether it would be reasonable to dispense with the consultation requirements.
21. The Supreme Court case of *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854 (hereafter *Daejan*) sets out the current authoritative law on section 20ZA. This case is binding on the Tribunal. In *Daejan* the Supreme Court noted the following:
  - a) Prejudice to the tenants from the landlord’s breach of the requirements is the main, and normally the sole question for the Tribunal in considering how to exercise its discretion under section 20ZA (1).
  - b) The financial consequences to the landlord of not granting dispensation is not a relevant factor. The nature of the landlord is not a relevant factor.
  - c) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
  - d) The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying some ‘relevant prejudice’ that they would or might have suffered is on the tenant. It is not appropriate to infer prejudice from a serious failure to consult.
  - e) The court considered that ‘relevant’ prejudice should be given a narrow definition: it means whether non-compliance with the consultation

requirements has led the landlord to incur costs in an unreasonable amount or to incur them in the provision of services, or in the carrying out of works, which fell below a reasonable standard, in other words whether the non-compliance has in that sense caused prejudice to the tenant.

- f) Once the tenants have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
  - g) Compliance with the requirements is not an end in itself. Dispensation should not be refused solely because the landlord departs from the requirements (even seriously). The more serious and/or deliberate the landlord's failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.
  - h) In a case where the extent, quality and cost of the works were in no way affected by the landlord's failure to comply with the requirements, the dispensation should be granted in the absence of some very good reason.
  - i) The Tribunal can grant a dispensation on such terms as it thinks fit provided that they are appropriate in their nature and effect.
  - j) 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).
22. For the sake of completeness, it may be added that the Tribunal's dispensatory power under section 20ZA of the Act only applies to the aforesaid statutory and regulatory consultation requirements in the Act and does not confer on the Tribunal any power to dispense with contractual consultation provisions that may be contained in the pertinent lease(s).

### **The Tribunal's Determination**

23. The evidence before the Tribunal is that the replacement of carpets was discussed with the Leaseholders at a meeting in March 2024 and that they were consulted on the colour of the carpets during a further meeting in May 2024 before being kept apprised of the works, which were completed in September 2024. There is no evidence that they were given the opportunity to put forward contractors or consulted on the quotations before a decision was made to appoint the contractor.
24. However, having considered the evidence submitted, the Tribunal cannot identify any prejudice (as defined by *Daejan*) that the Respondents have suffered as a result of the failure to consult, nor have any Respondents made any submissions to that effect. There is no evidence that the extent, quality and cost of the works have been affected by the failure to carry out the full consultation.
25. Accordingly, the Tribunal determines that, on the evidence provided, it is reasonable to grant retrospective dispensation from the consultation requirements of section 20 of the Act. The requested dispensation is, therefore, granted.

26. There remains the question of whether the dispensation should be on terms. This Application has been necessitated by an operational oversight of the part of the Applicant. As such, the Leaseholders should not have to pay for any of the Applicant's costs in connection with this Application. The Tribunal therefore grants the dispensation on terms that none of the Applicant's costs of or incidental to this Application are to be recoverable from any of the Leaseholders at Cartwright Court through future service charges.
27. For the sake of completeness, it is noted that none of the Respondents, who all acted without legal representation, have made any claim for costs and the Tribunal has not considered any terms that might have required payment of such costs.
28. Parties should note that this determination does not prevent any later challenge by any of the Respondent Leaseholders under sections 19 and 27(A) of the Act on the grounds that the costs of the works when incurred had not been reasonably incurred or that the works had not been carried out to a reasonable standard.

### **Appeal**

29. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Payne