



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

Case Reference : **LON/00BK/LDC/2025/0964**

Property : **236 Kilburn Lane and 68
68 Beethoven Street, London
W10 4BA**

Applicant : **236 Kilburn Lane Management
Company Limited**

Applicant Representative : **Ms J Eldridge**

Respondents : **The lessees listed in the
schedule at section 3 of the
application**

Type of application : **Dispensation from statutory
consultation requirements**

Tribunal Member : **Mrs S Phillips MRICS
Ms C Barton MRICS**

Date of Decision : **4 March 2026**

DECISION

The Tribunal does not allow the application for dispensation from statutory consultation in respect of the subject works, namely the replacement of the flat roof at the Property. The Tribunal therefore limits the contribution of each leaseholder to £250 for these works.

The applicant should place a copy of this decision within seven days of receipt and maintain it there for at least three months, with a sufficiently prominent link to both on its home page. It should also display copies in a prominent position in the common parts of the Property.

The Application

- 1) The Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985 (“the **Act**”) for dispensation from consultation in respect of replacing the flat roof at the Property. This included:
 - a) Erecting scaffolding on the front elevation with additional loading bay.
 - b) Carefully remove all existing planters, decking, substrate, fencing and set aside for re-use where possible.
 - c) Remove existing felt coverings from roof.
 - d) Apply new 3-layer high performance felt system throughout.
 - e) Chase out adjoining walls and insert new Ubiflex flashing.
 - f) Building new timber substrate.
 - g) Re-fit decking.
 - h) Re-building fencing if possible.
- 2) The Service Charges (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 tenant being more than £250. The cost of the works the subject of the application exceed this threshold.
- 3) By directions dated 11 December 2025 (the “**directions**”) issued by the tribunal, they directed the Applicant to prepare a statement of case, provide reasoning for the application and provide any documentation the Applicant wished to rely upon for the application. The tribunal also directed that the Applicant send each of the leaseholders the application, the tribunal’s directions, the Applicant’s statement of case and display the same in the common parts of the Property, confirming to the tribunal that it had done so. The Applicant confirmed to the tribunal on 18 December 2025 that it had complied with this direction.

- 4) The directions required any leaseholder who opposed, or positively supported, the application that they should tell the tribunal. If they opposed the application, they should send the tribunal and the applicant's representative a statement responding to the application together with any documents they wished to rely on. The tribunal received responses from the leaseholders of Flat 2 (Vanessa Cassidy and Zoe Cassidy) and the Representative for A2Dominion Group, who were the leaseholder of 68 Beethoven Street, London W10 4BA at the time of the works but have now sold their interest in the property.
- 5) The directions provided that the tribunal would decide the matter on the basis of written submissions unless any party requested a hearing. Following a request from the Respondents for an oral hearing, this was subsequently changed to a video hearing to be heard on 4 March 2026.
- 6) A bundle of documents totalling 294 pages was submitted in advance of the hearing. Any references in this decision to a relevant page in the bundle is done so via the page number in square brackets e.g. [34].

The Hearing

- 7) A video hearing took place on 4 March 2026. The Applicant (Ms Eldridge) is the landlord of the Property and represented herself. The Applicant had Ms M Collier present for support, but no representations were made by her. The managing agent, Mr J Thornton of Hurford Salvi Carr Property Management, was also present for the hearing. The Respondent, A2Dominion Group was represented by their in-house legal representative, Ms S Stanley. No other Respondents or leaseholders were present for the hearing.

The applicant's case

- 8) The Applicant began their submissions by explaining the comprising of the Property. This includes a flat on the top floor, two flats underneath that and a small adjoining house (which is 68 Beethoven Street). In total there are four properties. The Applicant owns the freehold of the Property together with another leaseholder but stated that the other freeholder is largely absent.
- 9) The flat roof, which is the subject of the works that were undertaken at the Property, is used by the Applicant as a roof terrace. The Applicant went on to explain that they are a lay person and had not fully understood what was required for looking after the Property.

- 10) The Applicant set out for the Tribunal that there had been repair requirements relating to water ingress from the flat roof back in 2017 and 2019. During those processes, multiple quotes had been obtained for the work and the Applicant had borne the costs herself and not recharged to the other leaseholders and she was not aware that she could.
- 11) When a further roof leak incident occurred which led to the works undertaken in 2024, the Applicant decided to proceed with obtaining one quote from a highly recommended contractor who had dealt with the repairs that were required in 2019. The Applicant explained how the contractor was very transparent when undertaking the works, taking multiple photographs and that she shared these updates with A2Dominion. No other leaseholders were provided with these updates.
- 12) The contractor confirmed in 2024 that the roof required replacing and that if the Applicant did not undertake those works, there would continue to be issues with the roof. The contractor confirmed in their quote [58-62] that “The above quotation includes a guarantee of 10 years, backed by the manufacturer and our own company guarantee.” There was no further evidence or certification of the guarantee included within the bundle.
- 13) The Applicant went on to explain that they were put under “immense pressure” by the Respondent to undertake emergency works to resolve the matter. The Applicant has a high-pressured job and together with this found it all very stressful and overwhelming. The Respondent did not offer to obtain any quotes in relation to the works nor offer up any appropriate contractors to undertake same.
- 14) Due to the cost of the works, the Applicant explained that she had to borrow money to pay for same. A friend (who is a solicitor) then advised her that the leases should include provisions to recoup these costs from the leaseholders. The Applicant also stated that it was reasonable for the leaseholders to contribute to these works given the benefit they are receiving from the roof.
- 15) The Tribunal asked to be directed to the relevant clauses within the lease that captured the payability of these costs. The Respondent confirmed that the works are payable under the provisions of the lease, but could not take the Tribunal to the relevant page(s) in the bundle.
- 16) The Applicant stated that she felt she had been bullied by a large corporation. She then obtained legal advice and was advised to submit to the Tribunal a dispensation application. The Applicant stated that she does not have a huge amount of money and finds herself living hand to mouth at present and has no funds available to cover the cost of any other works that

may need doing at the Property. This is why she has appointed a managing agent to ensure this is administered properly moving forward. Having never charged ground rents or service charges, the Applicant now feels better informed and placed to understand what is required moving forward. Due to the value of these works, she could not allow for non-payment from the leaseholders to pass.

- 17) The Applicant provided additional submissions relating to a period where the A2Dominion property was vacant and an individual attempted to squat at the Property. As she was the individual who reported this and stopped that from happening, that individual then went on a harassment campaign against the Applicant. The Tribunal advised that whilst it was sorry to hear that she went through that, it was not relevant to the dispensation application before it.
- 18) The Tribunal then asked the Applicant about the 236 Kilburn Lane Management Company Limited. The Applicant confirmed that this is registered as a dormant company at Companies House and she filed accounts that reflected this. The Applicant also submitted that there were no accounts attached to this company and never had been. The Applicant went on to explain that the co-freeholder had no involvement with the management company. The Applicant had not realised that it would be this complicated when she purchased the property.
- 19) Given that the Applicant had described the works as “emergency”, the Applicant was asked to explain what works were undertaken as the bundle lacked detail on this point. The Applicant advised that the works basically consisted of a new roof being installed on top of the existing roof (with the failed felt having been removed). The contractor had advised that to remove the existing roof fully would have been too disruptive to the flat directly underneath.
- 20) The Applicant was unable to confirm what type of felt had been installed. The Applicant does not think that the joists were rotten. However, when the felt was taken up a hole was discovered.
- 21) With regards to the guarantee the Applicant was unable to confirm the type of guarantee that was being offered by the contractor and does not remember seeing any documentation provided by them on this.

The Respondents’ case

- 22) The Respondent’s representative (Ms Stanley) was then provided the opportunity to set out their response to the application.

- 23) The Respondent's representative set out that their client was a social housing provider and as they are a not-for-profit organisation they need to manage their finances carefully. They therefore rely on the s.20 consultation processes to manage these costs appropriately.
- 24) The Respondent submitted in their statement of case [79-209] full details of their reasons for challenging the dispensation application and in summary this is because:
 - a) The Respondent was unable to ascertain what works were actually required. All they know is that there was a leak.
 - b) Whether the required works were as a result of previous works that had been undertaken.
 - c) The Respondent was unable to propose a surveyor or contractor to assess the requirements or carry out the works, which they would have been able to do given their own requirements for these contractors.
- 25) In addition to the above, the Respondent's representative submitted that no additional quotes were obtained and as their client did not have sight of a full specification for the works they are unclear on what was done or what was required.
- 26) Given that the works are now complete it is impossible for the Respondent to ascertain what works were required or done.
- 27) In addition, the Respondent was never provided with a satisfactory explanation from the Applicant on why the insurance claim for the works failed. The Applicant subsequently came back on this point in the hearing advising that the insurance company see this as fair wear and tear and as such was not covered.
- 28) The Respondent's representative then provided detail to the Tribunal on the impact the roof issue had on their client's property. This was a tenanted property but due to the nature of the issue and damage that was caused, the tenant had to be decanted and located elsewhere. This resulted in loss of rent and costs for repairing damage to the interior of the property from the roof leak.
- 29) The Respondent's representative submitted that the Applicant should have had awareness of their responsibilities especially as they had owned the Property since 2006.
- 30) The Respondent's representative requested that if dispensation was granted by the Tribunal, the amount due from the Respondent should be reduced to reflect the lack of transparency. The Respondent's

representative then went on to request for new evidence to be admitted late in relation to quotes that had been obtained for the works. The Tribunal advised that if there was a request for late evidence to be submitted this should have been dealt with prior to the hearing date or at the very least raised as a preliminary matter at the start of the hearing. The Tribunal advised that it would not be allowing the submission of this evidence at this late stage.

- 31) The final request of the Respondent's representative was that any additional costs in connection with this application not be allowed to be recharged to the leaseholders.

Closing submissions

- 32) The Applicant added additionally that they had felt like a victim due to the different communications with the Respondent's departments. They continued to place pressure on her to resolve the issue and had they put contractors forward or volunteered to obtain quotes for the works she would have taken them up on it.
- 33) The Applicant also provided additional commentary on the insurance claim which has been referenced above at paragraph 27.

Determination and Reasons

- 34) Section 20ZA(1) of the Act provides:

“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.”

- 35) 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.
- 36) The Tribunal has taken into account the decision in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14 in reaching its decision.
- 37) Given the lack of detail included in the application relating to the works that were carried out (the only information being the contractor quote [58]), the apparent lack of investigation as to the cause of the issue and the Applicant failing to seek multiple quotes for the work, the Tribunal find that the Respondents were prejudiced in their ability to understand what works

were being undertaken having not been consulted on same. They were also prejudiced in not being able to nominate additional contractors to quote for the works given that the Applicant had decided not to seek these herself.

- 38) Furthermore, there was nothing to indicate that the Applicant investigated temporary works prior to engaging a review of replacing the entire roof in order to allow compliance with the consultation requirements under the Landlord and Tenant Act 1985.
- 39) Whilst the Applicant stated that the works were “emergency”, there had been two prior incidents where similar issues had occurred. The Tribunal is therefore satisfied that the Applicant had sufficient knowledge and time to comply with the Landlord and Tenant Act 1985 requirements.
- 40) Lastly, the contractors quote [58] appears to include works that would not have been justified in being paid for by other leaseholders. Namely the inclusion of the removal of all existing planters, decking and fencing and then the reinstallation of these upon completion of the roof works. The Applicant submitted that she used the roof terrace for herself and therefore it was not enjoyed by other leaseholders. These works should therefore have not been included within the amounts to be charged to leaseholders in the first case.
- 41) The Tribunal is therefore satisfied that it is not reasonable to dispense with all or any of the consultation requirements in relation to the replacement of the roof at the Property.
- 42) The Tribunal therefore limits the contribution of each leaseholder to £250 for these works.
- 43) Whether the works are payable under the terms of the lease, or if the works have been carried out to a reasonable standard or at a reasonable cost are not matters which fall within the jurisdiction of the tribunal in relation to this present application. 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 payability of the works.

Chairman: Mrs S Phillips MRICS

Date: 4 March 2026

APPEAL PROVISIONS

These summary reasons are provided to give the parties an indication as to how the Tribunal made its decision. If either party wishes to appeal this decision, they should first make a request for full reasons and the details of how to appeal will be set out in the full reasons. Any request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.