



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

**Case Reference** : **BIR/00CN/LDC/2024/0009**

**Property** : **111 – 115 Great Hampton Street Hockley  
Birmingham B18 6ES**

**Applicant** : **C4C Investments Limited**

**Representative** : **Centrick (Lauren Foxon)**

**Respondents** : **The Leaseholders of 111-115 Great Hampton  
Street**

**Type of Application** : **An application under section 20ZA of the  
Landlord and Tenant Act 1985 for  
Dispensation of Consultation Requirements**

**Tribunal** : **Judge P.J Ellis.  
Tribunal Member Mr C. Birds FRICS**

**Date of Hearing** : **16 April 2026**

**Date of Decision** : **24 April 2026**

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**DECISION**

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***The Tribunal is satisfied it is reasonable to dispense with the Consultation Requirements (set out in Section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003) in respect of remedial work of a significant roof leak affecting apartments 5, 6, 10, and 11, resulting in tenant displacement and financial losses for leaseholders and adversely affecting the quality of life for owner-occupiers.***

## **Introduction and Background**

1. This is an application for dispensation from the consultation requirements of s20 Landlord and Tenant Act 1985 (the 1985 Act). The application was registered with the Tribunal on 26 April 2024. Directions were issued requiring the Applicant to serve a copy of the application, the Directions, and any other relevant documents on the leaseholders and giving directions to the leaseholders to complete an attached form from indicating whether they agreed with the application or opposed it with their reasons for so doing.
2. Included in the Direction and for the benefit of the parties the Tribunal described Section 20 of the Act, as amended by the Commonhold and Leasehold Reform Act 2002, as setting out the procedures landlords must follow which are particularised, collectively, in the Service Charges (Consultation Requirements) (England) Regulations 2003. There is a statutory maximum that a lessee has to pay by way of a contribution by way of a “qualifying long-term agreement” unless the consultation requirements have been met or dispensation from the same has been granted. A qualifying long term agreement is an agreement for more than 12 months where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. In addition, there is a statutory maximum that a lessee 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 tenant in excess of £250.00.
3. The grounds for the application were summarised by the Applicant as follows:  
*“Remedial work on the roof commenced on Monday, April 15th, 2024. Following unsuccessful attempts with patch repairs to resolve the issue, a roof survey was commissioned on January 11th. Subsequently, quotes were obtained for necessary remedial measures. However, all received quotes exceeded the section 20 threshold”.*
4. There are twelve leaseholders affected by the application which concerns roof repair works. There were no objections to the application.

5. The only issue for this Tribunal is to determine under this application whether or not it is reasonable to dispense with the statutory consultation requirements.
6. This application does not concern the issue of whether any service charge costs will be reasonable or payable.

### **Applicant's submission**

7. The Applicant explained the urgency of the situation which arose from a significant roof leak is impacting apartments 5, 6, 10, and 11, resulting in tenant displacement and financial losses for leaseholders. The situation is also adversely affecting the quality of life for owner-occupiers. Given the severity of the situation the Applicant opted to pursue the section 20za dispensation route. It was applying for dispensation as every time it rains, there was further damage to the apartments along with water ingress and subsequently having a negative impact on residents' lifestyles.

### **The Property and the Lease**

8. The Tribunal did not carry out an inspection of the Property. The application included a description of the Property as  
“The main use for the building is residential with commercial units located on the ground floor. The property is both purpose built and conversion. The front of the building is Grade II listed & constructed circa 1900. The rear of the property was constructed circa 2003 of brick & block construction with a flat roof with a small area of pitched tiled roof to the front. The ground floor in both the Grade II listed section and new purpose-built section is used for commercial purposes. The 12 residential units are found on the first and second floors in both the conversion and the Grade II listed section.
9. The Tribunal examined the obligations of the landlord set out in the specimen lease provided to it. Clause 6.4 is the landlords covenant to:  
*“Subject to payment by the Tenant of the rent ,,,,  
(a) to carry out such repairs and decoration to the parts of the Building which give support and protection to the Demised Premises as are necessary for the proper enjoyment of the Demised Premises by the Tenant and so that the*

*building is maintained in good repair and condition and properly decorated”.*

The Building is defined as 111-115 Hampton Street Hockley.

By Schedule I “Demised Premises” at clause 3.2 “*All roofs of the Building and all airspace within and above the same*”.

### **Discussion and Decision**

10. The Tribunal must be satisfied under s20ZA of the Act that it is reasonable to dispense with consultation requirements having regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others [2013] UKSC 14* (“*Daejan*”) and its guidance to the Tribunal that in considering dispensation requests, it should focus on whether tenants are prejudiced by the lack of consultation required section 20.
11. The Tribunal is satisfied the leaseholders will not suffer any prejudice by the grant of dispensation of consultation requirements. Whereas urgency of itself is not sufficient although it may be one of the facts giving rise to an application for dispensation if there is no prejudice to the tenant arising from the failure to properly consult it is impossible to see any reason why dispensation is not given as held by HHJ Cook in *RM Residential v Westcare [2024]UKUT 56(LC)*.
12. In this case the Tribunal does not consider the failure to consult has caused any prejudice to the lessees. The ingress of water was a serious matter to the occupiers of affected apartments. There was no challenge to the application. The Tribunal is willing to assume the relevant leaseholders expected the landlord to carry out remedial work as required by the lease.
13. Further, as stated in the Directions this decision does not restrict the leaseholders’ entitlement to challenge consequential costs and charges under s27A Landlord and Tenant Act 1985. Moreover, the proposed works are for the benefit of the leaseholders.

Accordingly, the Tribunal dispenses with the obligation to carry out consultation with the leaseholders of in respect of remedial work of a significant roof leak

affecting apartments 5, 6, 10, and 11, resulting in tenant displacement and financial losses for leaseholders and adversely affecting the quality of life for owner-occupiers.

### **Appeal**

14. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.

Judge P.J. Ellis

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