



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

**Case reference** : **HAV/00HY/LDC/2025/0675**

**Property** : **Charlton Park House, Malmesbury,  
Wiltshire, SN15 9DG**

**Applicant** : **Charlton Park House Management  
Limited**

**Representative** : **Mr M Meyers of counsel**

**Respondent** : **The Long Leaseholders of Apartments  
within Charlton Park House**

**Representative** : **None**

**Type of application** : **To dispense with the requirements to  
consult lessees about major works  
section 20ZA of the Landlord and  
Tenant Act 1985.**

**Tribunal members** : **R Waterhouse FRICS  
A Hetherington MRICS IRRV (Hons)**

**Venue** : **Havant Justice Centre ,Elmleigh Road,  
Havant PO9 2AL via CVP hearing  
platform.**

**Date of decision** : **7 April 2026 adjourned from 19  
February 2026**

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**DECISION**

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**Summary of the Decision**

**1. The Applicant is granted unconditional dispensation under Section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act in respect of major works, being as set out in the application; disconnection of the existing mains gas supply, installation of the temporary measures and the permanent**

**measures that of the new LPG system which includes storage tanks, pipework and landscaping.**

### **The application and the history of the case**

2. The Applicant Charlton Park House Management Ltd was represented by Mr M Meyers of counsel.
3. The Respondents present comprised; Ms S Al-Said (11 Charlton House Park) [176/411], Mr P Edis-Bates (12B Charlton Park House) [183/411] and Mr Fox-Davies [183/411] (of 2 , 3 and 5b Charlton Park House).
4. The Applicant applied by an application dated 1 July 2025 for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) from the consultation requirements imposed by Section 20 of the Act in respect of major works to the gas supply to Charlton Park House.
5. The Tribunal provided Directions dated 30 January 2026. The Applicant providing a bundle of 411 pages.
6. The hearing was scheduled to take place 19 February 2026 at 2:00pm remotely by video hearing with the Tribunal at the Havant Justice Centre.
7. Prior to the hearing the Applicant provided on 19 February AM two documents titled; Additional Bundle of Quotes, and Applicant’s legal submissions. The Respondent submitted a three-page rebuttal on 19 February PM within which concern was expressed at the late submission of the Applicant’s documents.
8. The hearing itself was scheduled for 2 hours and to start at 2:00pm on the 19 February remotely via the Tribunal’s video platform. Technical difficulties with the Tribunal platform considerably delayed the start of the hearing.
9. The hearing was adjourned with only the preliminary matters considered.
10. Directions were issued, that provided that either party may submit a response to the material received on the 19 February by 6 March 2026 4:00pm.
11. The Applicant’s made no submission in respect of the Directions of the 19 February 2026
12. One Respondent Peter Edis-Bates of 12B Charlton Park House provided on 19 February 2026 three documents. The first”final submission to the first-tier Tribunal” after the 19 February skeleton. The second document, “email offers made” and the third “request for mediation”. The first document is two-page note, The second and third relate to e mail exchanges regarding internal discussions.
13. The papers before the Tribunal were; the Applicant's skeleton argument of 11 pages dated 19 February 2026, the Applicant's additional bundle –quotes received 19 February 2026, some 27 pages, and a Bundle of 411 pages.

14. The Respondent supplied; email dated 18 February 2026, rebuttal dated 19<sup>th</sup> February 2026 comprising three pages.

15. The Tribunal received an email dated 28 February 2026. The email had 5 attachments, (i) “submission to tribunal” a letter dated 28 February 2026 of two pages, (ii) “offers made” an email chain comprising 9 pages titled request for mediation, (iii) “request for mediation” a copy of an email titled “Legal action letter from K Hawkins of 8 pages, (iv) “request for mediation” request for mediation dated 16 May 2025, (v) “knowledge of air source heat pumps” an email relating to air source heat pumps dated 12 December 2023.

16. These were received in response to the Directions but received on 28 February, the respondents stating they had issues relating to the Applicant's submission.

### **Preliminary matters**

17. During a short adjournment the Tribunal ensured that a copy of the email of 28 February 2026 and attachments were forwarded to the Applicant. The Applicant on review of the email and attachments made no objection for their inclusion.

18. Additionally, Mr Edis-Bates the lead Respondent was accompanied by Mr Evans. By paper submission Mr Edis-Bates had requested that “Myself & My Partner” Mr Evans be allowed to speak. Mr Edis-Bates at the Tribunal clarified and requested that Mr Evans should be permitted to speak for him. No objections were received from the Applicant and the Tribunal proceeded on this basis.

### **The Hearing**

19. Present at the hearing were; for the Applicant Mr M Meyers of counsel, Lord Suffolk, and Mr K Hawkins.

20. Respondents present who had objected were; Mr Edis-Bates supported by Mr Evans and Mr D Fox-Davies.

21. Respondents in support of the application were; Mr & Mrs Pye (7 Charlton Park House), Mr Hawkins (8 & 9 Charlton Park House), Ms Dunn (16 Charlton Park House), Ms Haspeslagh (6 Charlton Park House) and Mr Bennett (12A Charlton Park House).

### **Factual Background**

22. Charlton Park House is a converted Grade I listed mansion which is subdivided into residential apartments. There were 19 apartments, although two are now combined so a total of 18 properties. The leaseholders are liable to pay service charges.

23. In the winter of 2022, the natural gas supply to Charlton Park House failed. Investigations located issues along the 2km of private land, part of which is under a garden centre. The utility companies stated the responsibility for the pipe was outside their responsibility.

24. UK Commercial Gas Ltd believed and reported that a ha-ha wall had collapsed on the gas pipe and ruptured it at a joint, diagnosing the need to replace approximately 75 m of pipe at a cost in the region of £150,000, which was not covered by insurance. The properties were without heating or hot water for around 20 weeks until a temporary supply was installed.

25. Around September 2023, the gas supply failed again, tests indicated multiple failures, with problems within the first 750m another in the final 200m. Replacement estimates indicated UK Commercial Gas costs over £500,000 and possibly £750,000, with EDF estimating £1,000,000 ; the pipe was in turn condemned as no longer fit for purpose.

26. The Tribunal heard that land through which the pipe travels, has been sold to Malmesbury Gardens Centre and Nurdens Builders Yard which makes replacement of the existing pipe extremely expensive.

27. There was an Extraordinary General Meeting held on 24 November 2023, that discussed and voted on a temporary solution and move to a more permanent solution.

28. The Applicant sought quotations from Calor, FloGas and Certas; Certas did not supply a quote, FloGas suggested one tank, and Calor concluded six large tanks were required; the Applicant considered Calor's assessment correct and engaged Calor to carry out the works.

29. A temporary LPG solution was installed via Ultrawarm, with each apartment connected to two Calor cylinders and appliances converted, at a total cost of £40,000, this it was submitted was agreed at the EGM on 24 November 2023.

30. The Applicant says alternatives were explored and found not viable: the electricity supply to the mansion house was inadequate ; solar was constrained by a limited roof area and planning concerns ; air source heat pumps were unsuitable due to heavily listed status of the building and insulation limits; a ground source heat pump for communal areas was estimated at £80,000 to £90,000 and considered not viable, oil was discounted due to the extensive internal changes needed.

31. LPG was identified and chosen because it could utilise the existing internal pipe network, most appliances were convertible, the tanks could be sited away from the house and remain under house control, the running costs were cheaper than electricity, though admittedly higher than natural gas. Work proceeded and planning permission granted.

## **The Law**

32. Section 20 of the Landlord and Tenant Act 1985 (“the Act”) and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement has been dispensed with by the Tribunal. An application may be made retrospectively.

33. Section 20ZA provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation “if satisfied that it is reasonable to dispense with the requirements”.

34. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of *Daejan Investment Limited v Benson et al* [2013] UKSC 14.

35. The leading judgment of Lord Neuberger explained that a Tribunal should focus on the question of whether the lessee will be or had been prejudiced in either paying where that was not appropriate or in paying more than appropriate because the failure of the lessor to comply with the regulations. The requirements were held to give practical effect to those two objectives and were “a means to an end, not an end in themselves”.

36. The factual burden of demonstrating prejudice falls on the lessee. The lessee must identify what would have been said if able to engage in a consultation process. If the lessee advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the lessee(s).

37. Where the extent, quality and cost of the works were in no way affected by the lessor’s failure to comply, Lord Neuberger said as follows: “I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be- i.e. as if the requirements had been complied with.”

38. The “main, indeed normally, the sole question”, as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the lessee will be or has been caused relevant prejudice by a failure of the Applicant to undertake the consultation prior to the major works and so whether dispensation in respect of that should be granted.

39. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges of works arising or which have arisen.

40. If dispensation is granted, that may be on terms. That is to say that dispensation is granted but only if the landlord accepts- and fulfils appropriate conditions. Specific reference was made to costs incurred by the lessees, including legal advice about the application made.

41. There have been subsequent decisions of the higher courts and Tribunals of assistance in the application of the decision in Daejan but none are relied upon or therefore require specific mention in this Decision.

42. More generally, the Tribunal considers that the case authorities demonstrate that the Tribunal has a very wide discretion to, if it considers it appropriate, impose whatever terms and conditions are required to meet the justice of the particular case- in Daejan it was said “on such terms as it thinks fit- provided, of course, that any such terms are appropriate in their nature and their effect”.

### **Submissions and Consideration**

43. The property is said to comprise a converted historic Grade 1 listed mansion house that has been subdivided into a block of residential apartments.

44. There are approximately 19 self-contained apartments within the building, with 2 combined. The flats vary in size but generally include a mix of 1, 2 and 3-bedroom apartments, many of which retain original period features such as high ceilings and large sash windows.

45. The original house dates back to the early 17<sup>th</sup> century (around 1606) with later architectural additions in the 18<sup>th</sup> and 19<sup>th</sup> centuries. It was converted into flats in 1975.

### **The Applicant: Charlton Park House Management Limited**

46. The Applicant contended that no real prejudice has occurred to the Respondents, and that the majority of leaseholders are in support of the Applicants' actions in finding a cost-effective solution in respect of the gas supply to Charlton Park House.

47. The Applicant could see no prejudice to the leaseholders for not undertaking the consultation process. The Applicant said the works were urgent because the occupants at the date of the application had already experienced one winter with no heating or hot water.

48. The Applicant asserting that at the time of the application, there had been held an Extra Ordinary General Meeting, 24 November 2023, at which there was unanimity in the proposal to proceed with conversion to LPG, including a temporary arrangement that would eventually lead to a permanent arrangement. The Applicant says, a vote was taken and the outcome was unanimous to proceed.

49. The Applicant contends further that meetings were held between the residents and the gas companies and that residents were updated by regular e mails. An expediated engagement process was undertaken in light of the urgency, and that residents were consulted through EGMs emails and the ability to question directly contractor representatives.

50. The Applicant states that several solutions were considered and following reasonable investigations, the Applicant implemented the most cost effective and practical solution. Therefore, it is argued that it is unsustainable to argue to suggest that prejudice by lack of full consultation and that full consultation would have resulted in any different outcome.

51. The House, having experienced one winter without heating or hot water, and aware the section 20 consultation may take up to two and a half months, the Applicant made the decision, to proceed following “full transparency, consultation, and agreement with the leaseholders”.

52. The EGM of 24 November 2023 it was averred to have recorded a unanimous decision [239/241] “The House unanimously approved the temporary solution and looked forward to receiving more detail on the long-term LPG solution.” Albeit this is disputed by some.

53. The Applicant contended that under Daejan the determinative issue is prejudice in the sense of inappropriate works or excessive cost caused by the consultation breach. That on the facts the works selected were technically suitable, promptly delivered to restore services and chosen as the most cost-effective and least disruptive option. That the engagement process ensured residents were informed and able to participate in decisions.

54. Relying on GRIF039 Ltd Leaseholders [2018] 4 WLUK 729 and Leaseholders of Foundling Court and O’Donnell Court v Camden LBC [2016] UKUT 366 (LC) supporting the approach on the basis of urgency and broad resident support.

55. Relying on emails from Mr Edis-Bates of 24 October 2023 and 16 November 2023 and Mr Fox-Davies of 19 November 2023 that supported the process. The Applicant contends that Mr Edis-Bates only raised section 20 objections after being asked to remove the rooftop heat pump he had unlawfully installed.

56. The Applicant was supported by a number of leaseholders, who in turn confirmed their support for the application. These were Mr and Mrs Pye, Ms Dunn, Mr Bennet, Lord Suffolk, Ms Haspeslagh, and Mr Hawkins.

### **The Respondent 1 Mr Edis –Bates.**

57. The Edis-Bates was represented by his partner Mr Evans.

58. The Respondent submitted real prejudice had been experienced under a number of grounds.

59. The first that the EGM of 24 November 2023 was portrayed by the Applicant as unanimous and that there was a collective support for the process. The Respondent submits that they did not vote for the temporary LPG installation, further not every shareholder was present nor participated, and finally no separate vote took place for the permanent installation. The Respondent contending that even unanimous agreement does not in itself permit the Applicant from not following the section 20 consultation process. That extracts

of emails suggested by the Applicant to be in support were taken out of context in that they related to praising of initial efforts only.

60. The second that there was no intention to enact refunds / adjustments for non-use was proposed by the Applicant, this it was asserted by the Respondent indicated prejudice through unfair apportionment.

61. The third the assertion that the Applicant there had been “withholding information” and there being “incomplete /inaccurate records” and so denying the opportunity for real input leading to potentially inappropriate works and higher costs.

62. The fourth it is asserted that the Applicant ignored cheaper alternatives [279/411], that cheaper quotes relating to house boilers had been ignored.

63. The fifth that the respondent's objection is vexatious and only occurred after the requirement to remove the heat pump. The context being that it had been installed without permission and without notice. The Respondent includes within their letter to the Tribunal on the 19 February 2026, a copy of an email to Mr Bennett who is said to be the interface with the Earl of Suffolk’s office. The email includes the line “I fear my “yes” alone isn’t sufficient and maybe a courtesy request might be in order.”

64. Additionally, that the Applicant has been made aware of their section 20 responsibilities since at “least 15 July 2024.”

65. Sixth that the Applicant failed to produce invoice breakdowns or account visibility as required by ss21-23 of the LTA 1985.

66. Seventh that the Applicant failed to engage in repeated requests and offers for resolution. [374/411].

67. Eighth that the works for the permanent solution were not an emergency and under *London Borough of Hounslow v Waler [2017] EWCA Civ 45* that for discretionary improvements the landlords must properly consider the leaseholders view and financial impact.

68. Ninth that there had been an understanding that the Respondent would not need to pay for the temporary works.

## **Respondent 2 Mr Fox-Davies**

69. No witness statement had been received from Mr Fox-Davies – he spoke to confirm he was a leaseholder and that he was supporting Mr Edis-Bates position.

70. Specifically, Mr Fox-Davies was concerned that there had not been unanimity present in the EGM and so it was contended without unanimity dispensation could not be granted. He also stated that the minutes of the EGM were “in the process of being contested”.

71. Additionally, that the dichotomy between the temporary and permanent works had not been appreciated in terms of process and urgency.

### **Respondent 3 Ms S Al-Said**

72. Ms S Al-Said had made an objection early on in the proceedings but had not made any submissions subsequently.

### **Discussion and Decision**

73. The test to be determined is in the absence of a section 20 consultation has the respondents suffered real prejudice.

74. The Tribunal finds the process of diagnosing the issue to be reasonable supported by appropriate professionals. Similarly, the consideration of the options and the determination of a solution.

75. For the first issue, shared by Mr Edis-Bates and Mr Fox-Davies, the Tribunal does not need to make a finding whether there was unanimity at the EGM. There does not need to be unanimity of leaseholders in order for dispensation to be granted. The role of the EGM was part of an ongoing awareness and communication approach by the Applicant.

76. The second issue raised by the Respondent concerning apportionment of costs in terms of whether or not a particular leaseholder benefited from the specific works, is not a matter for the Tribunal in considering the question of whether to grant dispensation from section 20.

77. The third issue raised by the Respondent regarding the withholding of information. The Tribunal finds the leaseholders were reasonably kept informed as the process. The Tribunal finds no prejudice would have occurred.

78. The fourth issue that Applicant ignored a quotation provided by the Respondent. The Respondent has not shown actual prejudice, the process for identification and determination of the solution was reasonable. The Tribunal finds no prejudice has occurred.

79. The fifth issue, that the objection was purely vexatious and a response to being informed they should remove their air source heat pump. These are not matters which the Tribunal needs to make a finding on. The motivation and timing of the initial expression of dissatisfaction is not a matter that is material to whether dispensation should be granted.

80. The sixth issue relates to the alleged nonadherence to section 21 to section 23. These provisions concern service charge costs; they do not relate to whether dispensation should be granted. The Tribunal finds no prejudice here.

81. The seventh issue alleged failure to engage in communication to find a resolution. The Tribunal may grant dispensation where it finds that the tenants have not suffered relevant prejudice from the breach- meaning the extent, quality and cost of the works are in no way affected by the landlord's failure to

consult. In this case the scoping of the potential solutions for the issue was reasonable, the approach to costings was reasonable and the contractors suitable for delivering suitable quality. Alleged failure to engage does not impact on this and the Tribunal finds no prejudice under this heading.

82. The eighth issue, *London Borough of Hounslow v Waaler* [2017] EWCA Civ 45, that under this case the works are said to be discretionary and so landlords must properly consider the leaseholders view and financial impact. The Tribunal finds the works taken as a whole were not discretionary and even if taken in two stages, the temporary and the permanent, neither part of the works are discretionary. The Tribunal finds no prejudice in this issue.

83. The ninth that the Respondent was under the understanding that the cost of the temporary works would not apply to them. This contention goes to charging and does not in itself impact on the question of whether the approach to scope, quality and cost could cause prejudice.

84. Mr Fox-Davies raised the issue of whether there should be a difference in the treatment of the temporary works and the permanent works. The Tribunal finds that the works reasonably comprised the investigation of the issue the temporary interim solution and the permanent solution. In the circumstances considering them together was a reasonable response which did not prejudice the respondents.

85. The Tribunal consequently finds that it is reasonable to dispense with all of the formal consultation requirements in respect of the major works to the building in respect to the works detailed in the application and set out in paragraph 1 of the decision.

86. This decision is confined to determination of the issue of dispensation from the consultation requirements in respect of the major works outlined above. **The Tribunal has made no determination on whether the costs incurred are reasonable and whether service charges are payable in any given sum or at all. If a Lessee wishes to challenge the reasonableness of those costs and or the payable service charges, then a separate application under section 27A of the Landlord and Tenant Act 1985 would have to be made.**

## **RIGHTS OF APPEAL**

1. A person wishing to appeal 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 by email at [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk)
2. 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.
3. If the person wishing to appeal does not comply with the 28- day time limit, the 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.

4. 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.