



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

Case Reference : **CAM/00KF/LDC/2026/0013**

Property : **5 Ambleside Drive, Southend on Sea, Essex
SS1 2UT**

Applicant (Landlord) : **Akram Sawdaye-Azad**
Representative : **Reed Block Management Limited**
(Managing Agent) : **(Michelle Williams – Block Manager)**

Respondents : **All Leaseholders of Dwellings at the Property:**
Akram Sawdaye-Azad - Flat A
Awoyinfa Bouchra – Flat B
Akram Sawdaye-Azad and Nai Dagmi- Flat C

Type of Application : **To dispense with the consultation
requirements referred to in Section 20 of the
Landlord and Tenant Act 1985 pursuant to
Section 20ZA**

Tribunal : **Judge JR Morris**

Date of Application : **10 February 2026**
Date of Directions : **6 March 2026**
Date of Decision : **1 May 2026**

DECISION

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Decision

1. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).

2. The Applicant or its Representative shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to the Leaseholders.

Reasons

The Application

3. On 10 February 2026 the Applicant's Representative, who is the Applicant's Managing Agent, applied for dispensation from the statutory consultation requirements in respect of qualifying works which are to repair a the roof at the Property.
4. The Property is a storey semidetached house probably built circa 1900, which has been converted into three flats, A, B and C. The building is constructed of brick under a pitched tile roof.
5. The Applicant's Representative stated on the Application form that there had been a significant ingress of water into the top flat, Flat C. The Applicant has instructed a contractor who has provided a quotation for a total cost of £3,310.00 plus VAT. There being only 3 flats this resulted in the unit charge being more than £250.00. Therefore, the repairs are "qualifying works" and the consultation procedure under section 20 of the Landlord and Tenant Act 1985 was required or dispensation granted, for the full cost to be met by the service charge. Since both the Managing Agents and Leaseholders considered the work to be urgent the Agents as the Applicant's Representatives applied for dispensation.
6. Directions were issued on 6 March 2026 which stated that the Application would be determined on or after 17 April 2026 based on written representations and without an inspection, unless either party made a request for an oral hearing by 27 March 2026. No request was received.
7. The Directions required the Applicant's Representative to send by 13 March 2026 to each of the Respondent Leaseholders, by hand delivery or by first class post and by email, if practicable, copies of:
 - i. The application form without the list of leaseholders' names and addresses;
 - ii. The Directions;
 - iii. A clear concise description of the relevant works for which dispensation is sought;
 - iv. an estimate of the cost of the relevant works, including any professional fees and VAT;
 - v. Any other evidence relied upon; andTo file with the tribunal confirming that this had been done and stating the date on which this was done.

8. On 12 March 2026 the Applicant's Representative confirmed that this Direction had been complied with.
9. If the Respondent Leaseholders wished to oppose the Application the Directions required them to do so via an attached reply form by 27 March 2026. No forms or representations were received from the Leaseholders.

The Law

10. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
11. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations are summarised in Annex 2 of this Decision and Reasons.
12. Section 20ZA allows a Landlord to seek dispensation from these requirements, as set out in Annex 2 of this Decision and Reasons and this is an Application for such dispensation.
13. References to "tenants" includes "leaseholders" and vice versa.

Submissions & Evidence

14. The Applicant's Representative provided a bundle to the Tribunal which included:
 - A copy of the Lease together with a copy of a new the Lease granted to the Leaseholder of Flat C, the covenants of which are understood to be common to all the Leases,
 - Application to the Tribunal (referred to above),
 - Tribunal Directions (referred to above),
 - Applicant's confirmation regarding compliance with Directions (referred to above),
 - Report and Quotation from GB Sons Construction LtdThese together set out the Applicant's case.
15. The Lease of Flat C was provided dated 5 May 1989 between John Lindsell and Theresa June Lindsell (the Landlord) and Clive Roland Matthews and Kathleen Mary Matthews (the Tenant) and demised for 99 years from 1 March 1989. Both reversion and term having been subsequently assigned to the Applicant and the

present Tenant, Akram Sawdaye-Azad and Nai Dagmi. The relevant covenants are as follows:

- a) Clause 3
“The Tenant covenants with the Landlord and with and for the benefit of the owners and tenants from time to time during the currency of the term hereby granted of the Undemised Premises as follows:-
(3) To contribute a fair proportion towards the cost of maintenance repair and if necessary the construction of the roof the main walls and drains the foundations and common parts of the Building expended either by the Landlord or by any tenant or occupier of the Undemised premises such sum to be paid in advance if so called upon to do”
The Tenant covenants to pay for the repairs to the Undemised premises.
- b) Clause 4
“The Landlord hereby covenants with the tenant as follows:-
(5) If necessary to reconstruct or repair the roof and the main walls and the drains and foundations and the common parts of the property Provided that the tenant and all other Tenants of the building under similar Leases as this have paid in advance their fair proportion of the estimated cost of such repairs or reconstruction”
The Landlord covenants to repair the roof provided the Tenants pay the service charge.
- c) The First Schedule
“The describes the Demised premises which do not include the roof making the roof Undemised premises”

- 16. The statement by the Applicant’s Representative in the Application Form indicated that no section 20 consultation process had been completed due to the urgency of the qualifying works and that an inspection, report and quotation had been obtained as set out below and which had been sent to the respondent Leaseholders.
- 17. The inspection was conducted on the 14 February 2026 to assess the extent of internal damage resulting from the roof leak. The water ingress has affected internal wall and ceiling finishes, particularly in the corner sections of the property where the roof structure meets the external walls.
- 18. It was said that there was evidence of water penetration from the roof. The leak appeared to originate from the roof covering, allowing rainwater to enter the roof structure and travel down into the internal wall and ceiling junctions, scrolling

down from the first floor to the ground floor wall. The moisture had migrated through the structure and was visible internally in several areas of the Property.

19. The Report said that water infiltration had caused visible deterioration to the internal plaster finishes and painted surfaces, particularly in the corners where walls meet the ceiling.
 - Damp patches and staining to wall and ceiling corners
 - Peeling and blistering paintwork
 - Cracking and deterioration of plaster surfaces
 - Localised mould formation due to prolonged moisture exposureThese conditions indicated on-going moisture penetration from the roof above.
20. It was recommended that:
 - The roof covering should be inspected and repaired to eliminate the source of the leak and prevent further water ingress.
 - Affected areas should be allowed to properly dry using natural ventilation or professional drying equipment to reduce residual moisture within the structure.
 - Damaged plaster and decorative finishes should be repaired, including:
 - Removal of loose or damaged plaster in affected areas
 - Reinstatement of plaster where required
 - Surface preparation and sealing of water-stained areas using a stain-blocking primer
 - Repainting of repaired areas with appropriate interior paint systems
21. The Quotation for the removal of existing tiles, replacement of damaged roofing components, reinstatement of tiles to match existing roof design, and replacement of fascia and guttering was as follows:
 1. Visual inspection of roof tiles, battens, membrane, fascia, and guttering and identification of damaged areas requiring repair
£240.00
 2. Supply and installation of temporary scaffolding to allow safe access to the roof area during the works.
£420.00
 3. Carefully dismantle existing roof tiles in the affected area and store them safely for reinstallation.
£320.00
 4. Remove damaged roofing battens and existing roofing membrane from the affected section of the roof.
£220.00

5. Supply and install 10 m² new breathable roofing membrane and roof tile plastic drip edge in accordance with current building standards.
£420.00
6. Supply and install treated timber battens to support the roof tiles.
£210.00
7. Reinstall the previously removed tiles to maintain the original roof appearance and match the existing property design.
£400.00
8. Supply and install 20 replacement roof tiles to match the existing roof where possible.
£180.00
9. Remove existing fascia board and install 6 linear metres of new fascia board
£320.00
10. Remove and replace 6 linear metres of guttering along the affected section of the roof.
£280.00
11. Collection, removal, and lawful disposal of all construction waste generated during the works including damaged roofing materials.
£300.00

Total cost £3,310.00 plus VAT

Determination

22. In making its decision the Tribunal had regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. In summary, the Supreme Court noted the following:
 - 1) The main question for the Tribunal whether the landlord's breach of the section 20 consultation requirements resulted in the leaseholders suffering real prejudice.
 - 2) The financial consequence to the landlord of not granting a dispensation is not a relevant factor.
 - 3) The nature of the landlord is not a relevant factor.
 - 4) Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
 - 5) The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
 - 6) 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.

- 7) 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 tenants.
 - 8) The Supreme 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.
 - 9) 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.
 - 10) Once the tenants had shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
23. From the above the Tribunal finds it has a limited jurisdiction in respect of this type of Application. The questions for the Tribunal is how did the lack of consultation prejudice the Leaseholders and in determining whether there is prejudice, the question is what would the Respondents have done if the consultation, of which they were deprived, had taken place and how would it have changed matters. The Tribunal considered the following in making its decision.
1. Are the works permissible under the lease?
24. The Tribunal found that the Lease was a long lease. Under Clause 4 of the Lease the Landlord Applicant must carry out repairs to the roof. Under Clause 3 the Tenant covenants to pay for repairs to Undemised premises (i.e. through a service charge). Under the First Schedule Undemised premises include the roof. Therefore the Tribunal found that the Applicant was obliged to carry out the qualifying works and the Respondents were obliged to pay for them through the Service Charge.
2. Were the works necessary and 3. Were they urgent?
25. The Tribunal considered whether the works were necessary. From the description of the works in the Application form and the evidence adduced by way of the quotation the Tribunal finds that works were necessary and urgent. No evidence was adduced by the Leaseholders to suggest otherwise. The urgency of the works was a particular factor which vitiated against a consultation under section 20 as damage would continue to be caused by the delay in remedying the ingress of water
4. How was the contractor selected the works carried out and the cost determined?

26. A consultation would have given the Leaseholders an opportunity to nominate a different contractor, who may have suggested the works be greater or lesser in scope or that a different methodology be used which could have affected the cost, either increasing or decreasing it. The Tribunal found that the works were carried out by a contractor who provided a clear report and quotation which itemised the work to be done and the cost. No evidence was adduced by the Leaseholders to suggest that the contractor was not independent of the Landlord or that the works could have been carried out by a different contractor at lower cost or by a more effective method.

5. Were the leaseholders informed or aware of the works notwithstanding the consultation procedure was not carried out and have they had an opportunity to make representations?

27. The Tribunal found that the nature of the works meant that at least the Leaseholder Flats C was likely to be aware of the works and anxious to have them carried out to avoid further damage to the flat. Although there was no consultation prior to the works, the Application has given an opportunity to the Leaseholders to identify an alternative contractor with cheaper quotations, or instruct a surveyor or similar professional to suggest a different scope of works or recommend a different methodology. In the event the Respondent Leaseholders did not adduce such evidence.
28. The Tribunal is satisfied that it is reasonable to dispense with compliance with all the consultation requirements of Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987).
29. The Leaseholders should note that this is not an application to determine the reasonableness of the works or their cost. If, when the service charge demands in respect of these works are sent out, any Leaseholder objects to the cost or the reasonableness of the work or the way it was undertaken, an application can be made to this Tribunal under section 27A of the Act, if the matter cannot be settled by agreement. A landlord can also seek a determination as to the reasonableness of the cost of the work.
30. The Applicant shall serve a copy of the Tribunal's decision on dispensation, together with the relevant appeal rights attached, to all Leaseholders.

Judge JR Morris

Annex 1 – Right of Appeal

1. 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.
2. 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.
3. 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.
4. 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.

Annex 2 – The Law

1. Section 20 of the Landlord and Tenant Act 1985 limits the relevant service charge contribution of tenants unless the prescribed consultation requirements have been complied with or dispensed with under section 20ZA. The requirements are set out in The Service Charges (Consultation Requirements) (England) Regulations 2003. Section 20 applies to qualifying works if the relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.
2. The consultation provisions appropriate to the present case are set out in Schedule 4 Part 2 to the Service Charges (Consultation etc) (England) Regulations 2003 (SI 2003/1987) (the 2003 Regulations). The Procedure of the Regulations and are summarised as being in 4 stages as follows:

A Notice of Intention to carry out qualifying works must be served on all the tenants. The Notice must describe the works and give an opportunity for tenants to view the schedule of works to be carried out and invite observations to be made and the nomination of contractors with a time limit for responding of no less than 30 days. (Referred to in the 2003 Regulations as the “relevant period” and defined in Regulation 2.)

Estimates must be obtained from contractors identified by the landlord (if these have not already been obtained) and any contractors nominated by the Tenants.

A Notice of the Landlord's Proposals must be served on all tenants to whom an opportunity is given to view the estimates for the works to be carried out. At least two estimates must be set out in the Proposal and an invitation must be made to the tenants to make observations with a time limit of no less than 30 days. (Also referred to as the "relevant period" and defined in Regulation 2.) This is for tenants to check that the works to be carried out are permitted under the Lease, conform to the schedule of works, are appropriately guaranteed, are likely to be best value (not necessarily the cheapest) and so on.

A Notice of Works must be given if the contractor to be employed is not a nominated contractor or is not the lowest estimate submitted. The Landlord must within 21 days of entering into the contract give notice in writing to each tenant giving the reasons for awarding the contract and, where the tenants made observations, to summarise those observations and set out the Landlord's response to them.

3. Section 20ZA allows a Landlord to seek dispensation from these requirements, as follows –
 - (1) 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.
 - (2) In section 20 and this section—
"qualifying works" means works on a building or any other premises, and
"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.
 - (3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—
if it is an agreement of a description prescribed by the regulations, or in any circumstances so prescribed.
 - (4) to (7)... not relevant to this application.