



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

Case Reference	:	CAM/26UC/LDC/2026/0014
Property	:	1-57 Oakcroft Court Hemel Hempstead Herts HP3 9EU
Applicant	:	Oakcroft Court (Hemel Hempstead) Residents Association Ltd
Representative	:	Collinson Hall Ltd
Respondents	:	Leaseholders who may be liable to contribute at the Property
Representative	:	None
Landlord	:	Applicant
Representative	:	None
Type of Application	:	S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements
Tribunal	:	N. Martindale FRICS
Hearing Centre	:	First tier Tribunal (Property Chamber) Cambridge County Court, 197 East Road, Cambridge CB1 1BA
Date of Decision	:	30 April 2026

DECISION

Decision

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works referred to.
2. At the date of application construction work had not started. It was understood that the applicant was able to recharge costs under the service charge provisions to all leaseholders in the Property.

Background

3. The applicant is the freeholder. It seeks, from the Tribunal under S20ZA of the Landlord and Tenant Act 1985 ("the Act"), dispensation from all or any of the consultation requirements under S.20 of the Act, of leaseholders of related dwellings, who might be liable for service charge contributions arising from works.
4. The Property consists of several purpose built flats, 1-57, built c.1970's. This application appears to concern repair works to remedy defective main common roof, the defects to which principally affect the flat (No.55) immediately below the defect at this stage.

Directions

5. Directions dated 19 March 2026 were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – flats at the Property.
6. The applicant was to send to each of the leaseholders of the dwellings at the Property at least; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.
7. The applicant was to file with the Tribunal a letter confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; all responses from leaseholders. A certificate of compliance referred to above; with two copies to the Tribunal and one to each respondent leaseholder.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.
10. The Tribunal determined the case on the bundle received from the applicant, only.

Applicant's Case

11. The application Form Leasehold 5, was dated 18 February 2026. It confirmed that these were qualifying works that had not commenced at date of application and were not part of a larger contract for works.
12. The application at Box 6.5.1 and 'Details of Dispensation': "*Signiificant water ingress at Flat 55...*"...*a quotation of £13396 plus VAT.*" These roof repairs works were needed to commence as soon as possible.
13. The application at Box 6.5.2: 'Describe the consultation that has been carried out or is proposed to be carried out'. The applicant referred to a discussion between the managing agent with the Management Company Directors and multiple building contractors including a site survey. One price and specification had been obtained, others were sought. Leaseholders were kept informed of the problem and progress.
14. The application at Box 3 'Explain why you seek dispensation of all or any of the consultation requirements. To mitigate damage to Flat 55 in particular and the block in general and costs to the Management Company and leaseholders in turn, as well as affecting the habitability of the flat, the repairs must commence asap. Additional prices were sought urgently.
15. The application form at box 8.2 was completed by the applicant repeating the urgency of a remedy to the main roof being effected.
16. A copy of a completed sample lease of a flat at the Property was provided.
17. The bundle included a letter said to be of 20 March 2026 sent to all leaseholders, advising them of the roof defect and progress to date, the lack of full consultation and the referral to this Tribunal for dispensation.
18. The bundle included a 'Quote' No.778 of 10 February 2026 from Podscape Ltd. at £9198. It appeared to be net of VAT. This was to effect repairs to about half of the roof around and above the defect identified.
19. The bundle included a 'Quote' dated 13 February 2026 from CP Roofing at £7950 net of VAT. The works specification and quantities appeared to be identical to Podscape.

20. The bundle included an email of 19 March 2026 from Applicant's agent to the Tribunal confirmed notification of the application to all leaseholders with the required documents per the Directions.
21. The applicant included a list of names and addresses of leaseholders affected by the expenditure.

Respondent's Case

22. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

The Law

23. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with. For long term contracts, the cap on contributions from leaseholders is £100 per annum.
24. Dispensation is dealt with by S.20 ZA of the Act which 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.”
25. Dispensation is dealt with by S.20 ZA of the Act which 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.”
26. The consultation requirements for qualifying works under qualifying long term agreements are set out in detail at **Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003.**

27. The consultation requirements for qualifying works for which public notice is not required are set out in detail at **Schedule 4** of the **Service Charges (Consultation Requirements) (England) Regulations 2003**.

Tribunal's Decision

28. The scheme of the provisions is designed to protect the interests of leaseholders and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.
29. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors where there is no public procurement.
30. The correspondence showed that the applicant complied with the Directions.
31. The terms of this Dispensation from the requirements of Section 20, are:
32. That this covers the works set out in all of the documents referenced above. Only the works set out here in either quotation above are included in the dispensation. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included other than in the foregoing quoted works.
33. It was noted by the Tribunal that any other cost of investigating and repairing the cause of the water leak, the survey, the specification, tendering, contract award, management and payment for the works were not made the subject of this application. If those works were also completed for the landlord then their cost lies outside of this dispensation.
34. These works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included or given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.

35. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.

36. In making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act; in this case, on terms.

N Martindale FRICS

30 April 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).