



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

Case Reference : **CAM/26UC/LDC/2026/0015**

Property : **Riverine, Grosvenor Drive
Maidenhead Berks SL6 8PF**

Applicant : **Ray Mead Residents (Maidenhead)
Ltd.**

Representative : **Alba Management Services**

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, 1-54 from the late 1960's. This application concerns repair works to remedy defective parapet wall and associated main common roof. The original low parapet wall to the roof appeared to be in imminent danger of collapse on to the common areas of the grounds of the Property below. The parapet wall did not appear to be substantively connected to the roof and/ or rising external wall beneath.

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 14 February 2026. It confirmed that these were qualifying works that had commenced at date of application and were not part of a larger contract for works.
12. The application Box 1 under 'Grounds seeking dispensation' and 'Describe the qualifying works...' Remedial repair and rebuilding of the parapet wall around the flat main roof to the block No.3. (flats 51-54). The wall was found unstable when the main roof there was being stripped back as they were resurfacing the deck. The defects here had been concealed behind roof coverings and/ roof insulation materials at the time of inspection for the main roof works there. These were a major addition to the roof repairs already in hand. It required fencing and netting around the roof edge and ground below for protection meantime. A surveyors report confirmed the detached nature of the parapet wall from either the roof deck, the internal main wall or the external leaf of same. A structural engineer and then a specialist contractor was appointed and commenced on 25 November 2025. The time limits of the existing roof works as well as the danger of the wall collapse meantime excluded seeking additional quotes for this work at the time and any consultation with leaseholders.
13. The application at Box 2 continued: 'Describe the consultation that has been carried out or is proposed to be carried out'. The applicant referred to notification of the issues to the other leaseholders, the health and safety risks and the time constraints on remedy and the coordination with the roof works ongoing. An evening meeting was held on 22 January 2026 with leaseholders and minutes forwarded to all leaseholders.
14. The application at Box 3 'Explain why you seek dispensation of all or any of the consultation requirements. The applicant re-iterates earlier points made in the preceding paragraphs of the Form.
15. A copy of a completed sample lease of a flat at the Property was provided.

16. The bundle included a report dated 22 October 2025 from Bruce Campbell MRICS for the Freeholder. It was on block 3 at the Property where roof works were already in hand as a separate job. This identified the defective arrangement for the existing parapet wall. There were 4No. monochrome photographs. It appeared to have been in place since construction in the late 1960s. The preceded the following document then commissioned by the freeholder detailing the defect further and a solution to be effected.
17. The bundle included a report from Andrew Wiggett at the Michael Aubrey Partnership 'Structural Engineering Consultants'. It is dated 10 November 2025. The client was BDA Campbell & Co. Job ref 5312. The report describes the building the construction materials, layout, structure. It sets out the apparent lack of connection between the parapet at the top of the external walls and those external walls, and of with the roof deck itself. This was an unsafe arrangement which required remedy. The report includes some 4No. monochrome pictures and sectional sketches showing the current unsatisfactory arrangement and the one proposed to remove this defect.
18. The bundle included an invoice No.2335 of 23 December 2025. It is for specialist walling works amounting to £48,605.21 plus VAT. These are said to be the works to the brickwork internal and external skins with remedial ties. Additional bricks were supplied not saved from the demolition of the wall.
19. The applicant did not include a list of names and addresses of leaseholders affected by the expenditure.

Respondent's Case

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

The Law

21. 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.

22. 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.”
23. 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.”
24. 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**.
25. 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

26. 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.
27. 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.
28. The correspondence showed that the applicant largely complied with the Directions.
29. The terms of this Dispensation from the requirements of Section 20, are:
30. That this covers the works set out in all of the documents referenced above. Only the works set out here in the invoice 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.

31. 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. Normally if those works were also completed for the landlord then their cost lies outside of this dispensation, but on this occasion as copies were provided and they clearly deal only with these urgent works, the Tribunal includes in the scope of the dispensation the costs of the two separate prior survey reports on the roof and parapet as set out above.
32. These surveys, 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.
33. 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.
34. **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).