



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

**Case Reference** : **LON/00BK/LDC/2026/0037**

**Property** : **Vandon Court, Petty France,  
London, SW1H 9HE**

**Applicant** : **Encore Estate Management Ltd**

**Respondent** : **The 91 leaseholders of Vandon  
Court**

**Representative** : **None**

**Type of Application** : **An application under section 20ZA  
of the Landlord and Tenant Act  
1985 for dispensation from  
consultation prior to carrying out  
works**

**Tribunal Members** : **Mr I B Holdsworth FRICS  
Valuer Chairman**

**Date of Decision** : **29 April 2026**

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**DECISION**

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## **Decisions of the Tribunal**

The Tribunal determines that retrospective dispensation should be given from the consultation requirements in respect of the essential works to repair the defective oil storage tank (the “**oil tank works**”) at the property Vandon Court, Petty France, London, SW1H 9HE (the “**property**”). as required under s.20ZA of the Landlord and Tenant Act 1985 (“**the Act**”) for the reasons set out below.

**This application does not concern the issue of whether any service charge costs will be reasonable or payable. The leaseholders will continue to enjoy the protection of Section 27a of the Act.**

The Tribunal directs the Applicant to send a copy of this Decision to the leaseholders and to display a copy in the common parts of the buildings.

## **The application**

1. The applicant seeks a determination pursuant to s.20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) to dispense retrospectively with the statutory consultation requirements associated with carrying out necessary repair works to a defective oil tank that provides heating oil storage for a communal heating system at the property.
2. An application was received by the First-tier Tribunal dated 27 February 2026 seeking dispensation from the consultation requirements. Directions were issued to the applicant on 27 February 2026. These Directions required the applicant to advise the respondent of the application and provide them with details of the proposed works including costs.
3. The relevant legal provisions are set out in the Appendix to this decision.

## **Parties’ submissions**

4. This matter was determined by written submissions. The applicant submitted a bundle of relevant materials to the Tribunal.
5. No submissions were received from the respondents.

## **The background**

6. The property which is the subject of this application comprises 91 self-contained flats arranged over 11 floors. There is an oil-fired communal

heating system that services 86 of the flats. The remainder of the flats rely upon alternative heat sources.

7. During the summer of 2025 the 6,000-litre capacity oil storage tank that serviced the communal heating system failed. The freeholder landlord installed a 1,300-litre tank as a temporary measure. The Tribunal are told the communal heating system requires so much heating oil that in the Autumn of 2025 this smaller tank needed replenishment every 3 to 4 days.
8. The applicants investigated the replacement of the leaking 6,000 litre tank and were quoted a price of £77,500 + vat for a like for like replacement. A copy of the quote for these works is given at pages 36-38 of the bundle.
9. The Tribunal are told the managing agent deemed this proposed cost as excessive and searched for a cheaper alternative remedy. An alternative solution was offered by Fast Fuel Services who quoted to repair the oil tank at a cost of £20,500+vat. The Tribunal is provided with the works quotation dated 20 November 2025 at page 34 of the bundle and Final invoice dated 23 December 2025 at page 39. It is the works undertaken by Fast Fuel Services that constitute the oil tank works.
10. The applicant contends that the oil tank repairs were needed urgently to mitigate the risks to the comfort, health and welfare of the residents of a possible failure of the communal heating. They say that by ensuring a reliable oil supply to the communal heating boiler the Property heating source was not put at risk. These risks were heightened given the period of tank failure was during the winter months of 2025.
11. This determination relies upon a bundle of papers which included the application, the Directions, Application, copies of relevant works quotes, copies of e mails and letters from managing agent, and a copy of a specimen lease.
16. The only issue for the Tribunal to consider is whether it is reasonable to dispense with the statutory consultation requirements in respect of the oil tank repair. **This application does not concern the issue of whether any service charge costs are reasonable or payable.**

### **The determination**

17. The Tribunal has considered the papers lodged. A letter that advises the 91 leaseholders of the proposed repair works was sent on 3 December 2025 by the managing agents (see page 33 of the bundle) They also announce their intention to seek dispensation from the statutory consultation procedures. The Tribunal are told no objection

was raised by any of the respondent leaseholders following this letter or the subsequent issue of Tribunal Directions.

18. There was a demonstrated need to carry out the tank repair works urgently to obviate the risk to leaseholders of a failure to the heating system. I am told the costs of servicing the heating oil supply was prohibitive due to the additional costs of providing some three deliveries per week to maintain supply to a 1,300-litre capacity tank. This is a material consideration for a managing agent and the Tribunal.
19. The Tribunal has not identified any prejudice to the leaseholder caused by the failure to comply with the statutory consultation procedure on this occasion.
20. It is for these reasons the Tribunal is satisfied it is appropriate to retrospectively dispense with the consultation requirements for the oil tank works.
21. **It is the Applicant's responsibility to serve a copy of the Tribunal's decision on all respondent leaseholders listed on the Application.**
22. **This decision does not affect the right of the respondents to challenge the costs, payability or the standard of work should they so wish.**

**Valuer Chairman:** Ian B Holdsworth **Date:** 29 April 2026

## **Appendix of relevant legislation**

### **Section 20 of the Act**

- (1) Where this section applies to any qualifying works or qualifying long-term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
  - (a) complied with in relation to the works or agreement, or
  - (b) dispensed with in relation to the works or agreement by (or on appeal from) a leasehold valuation tribunal.
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long-term agreement—
  - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
  - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
  - (a) an amount prescribed by, or determined in accordance with, the regulations, and
  - (b) an amount which results in the relevant contribution of any one or more tenant’s being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

## **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 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.

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.

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).