



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

Case Reference : **MAN/30UK/LDC/2025/0680**

Property : **Alder Grove, Maple Leaf Close, Ingol,
Preston, PR2 7DW**

Applicant : **Village Green 1 (Preston)
Management Co Ltd**

Representative : **Residential Management Group Ltd**

Respondents : **The Residential Long Leaseholders**

Type of Application : **Section 20ZA Landlord & Tenant Act
1985**

Tribunal Members : **Ms M Steer (Judge)
Mr I James (Valuer Member)**

Date : **12 April 2026**

DECISION

DECISION

1. The Tribunal grants dispensation from the consultation requirements of section 20 of the Landlord and Tenant Act 1985 under section 20ZA of that Act in respect to qualifying major works relating to fire safety remedial measures undertaken at the Property.

2. The decision at 1 is conditional upon the Applicant serving a copy of this decision on each Respondent within 28 days of receipt.

The Application and the Applicant's Case

3. In their application dated 14 October 2025, the Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985 ("the **Act**") for retrospective dispensation from consultation in respect of major works relating to fire safety remedial works at the Property. The Property is a development in Ingol, Preston which was built in 2007 and consists of 16 residential units arranged across 3 buildings.
4. The application is made by Residential Management Group Limited ("RMG") who manage the Property on behalf of the Applicant. Upon instruction from RMG, a Health, Safety and Type 1 Fire Risk Assessment was carried out by Osterna Ltd on 11 April 2023. The report identified specific fire safety deficiencies at the Property which required remedial action. The scope of the works required are detailed fully in the Applicant's statement of case and include fire-stopping of penetrations in ceiling voids and suspended ceilings, reinstatement of compartmentation in service cupboards and the sealing of multiple penetrations.
5. RMG obtained two quotations for completion of the fire safety works identified in the report. Rescom Ltd were instructed by RGM on behalf of the Applicant to carry out the fire safety works. The quotation received from Rescom Ltd was the lower of the two quotes obtained being £12,584.75 excluding vat. The fire safety works were completed during the week commencing 29 April 2024 and the final cost of the actual works undertaken was £12,000 excluding vat.
6. The Applicant confirms in the application that no formal consultation was carried out with the leaseholders. The leaseholders were informed that the works had been completed and the cost of the works by letter dated 13 June 2025. The leaseholders have been provided with a copy of the application.
7. The Applicant states that the fire safety works were necessary, that the works were carried out to a high standard and at a fair and reasonable cost. The Applicant states that they do not rely upon the urgency of the works as a justification for dispensation. The Applicant states that there has been no prejudice to the leaseholders as a result of their failure to comply with the consultation requirements and that it is reasonable to dispense with them.
8. The Service Charge (Consultation Requirements) Regulations 2003 provide that consultation requirements are triggered if the landlord

plans to carry out qualifying works which would result in the contribution of any leaseholder paying more than £250. The cost of the fire safety remedial works of the subject application exceeds this threshold.

9. By directions dated 17 December 2025 (“the **Directions**”), the Tribunal directed the Applicant to provide a bundle of documents to the Tribunal consisting of (amongst other documents) i) a full statement of case explaining why the application has been made; ii) any correspondence sent to the leaseholders in relation to the works; iii) detailed reasons for any urgency of the works and the consequences upon the lessees of any delay; and iv) any quotes or estimates for the proposed works and relevant reports (including full details of attempts made by the Applicant to obtain quotes or estimates). The Tribunal also directed the Applicant to send to the Respondents a copy of the Tribunal bundle.
10. The Directions required the Respondents, to send to the Applicant and the Tribunal, any statement they wish to make in response to the Applicant’s case. The Tribunal received two emails from Mr Chris Simpson, leaseholder of 9 Alder Grove, in response to the application on 20 January 2026 and 21 January 2026. The Applicant responded to Mr Simpson’s emails in their final statement dated 02 February 2026.
11. The Directions provided that the Tribunal would decide the matter on the basis of written submissions and without an inspection of the Property unless any party requested a hearing and/or an inspection. No such request has been made.

The Respondent’s case

12. As detailed above, the Tribunal received two emails from Mr Chris Simpson, leaseholder of 9 Alder Grove, in response to the application on 20 January 2026 and 21 January 2026. Mr Simpson details six points in his submission which are borne out of two objections to the application.
13. Firstly, an allegation that paragraph 25 of the Applicant’s statement of case dated 05 January 2026 is incorrect which states that “No leaseholder provided observations or objections in response to either notification.” The notification referred to relates to a letter sent to the Respondents on 13 June 2025 and a copy of the application for dispensation on 15 October 2025. Mr Simpson confirms that he sent an email to the Applicant on 02 July 2025 raising objections to the works and seeking clarification following receipt of an invoice requesting payment.
14. Secondly, an allegation that the cost of the fire safety remedial works undertaken at the Property are the responsibility of the original builders of the Property and not the leaseholders given that the works were undertaken in order to comply with Article 9 of the Fire Safety Order 2005 and the Property was built after this date in circa 2007.

The Applicant's Reply

15. The Applicant replied to Mr Simpson's objections by way of a final statement in reply dated 02 February 2026. The Applicant states that they did receive an email from Mr Simpson on 2 July 2025 but that this email was a response to the service charge invoice issued and it was not a direct response to the Applicant's letter dated 13 June 2025. Further, in response to Mr Simpson's submission that the works relate to original construction defects and that liability for the works may rest with the builder or an associated indemnity, the Applicant states that i) these are broader service charge or contractual matters; and ii) they fall outside the scope of the section 20ZA application and cannot be determined at this stage and as part of this application. The Applicant concludes in their reply that Mr Simpson does not identify any financial prejudice arising specifically from the absence of consultation.

Determination and Reasons

16. Section 20ZA of the Act provides:

"Where an application is made to the appropriate 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."

17. The whole purpose of section 20ZA is to permit a landlord to dispense with the consultation requirements of section 20 of the Act if the Tribunal is satisfied that it is reasonable for them to be dispensed with.
18. The Tribunal has taken account of the Supreme Court decision in *Daejan Investments Limited v Benson and others* [2013] UKSC 14 and the important question of prejudice when assessing the reasonableness of making such a determination.
19. Turning to the Respondent's objections. Whilst it is noted that the Applicant did not notify the Respondents about the requirement to carry out the fire safety remedial works until more than two years after they were aware of the requirement to carry out the works (via the Health, Safety and Type 1 Fire Risk Assessment carried out by Osterna Ltd on 11 April 2023), the tribunal must consider whether prejudice has been identified beyond the inability to participate in a full section 20 consultation and whether the extent, quality and cost of the works were affected by the failure to consult. It is accepted by the Applicant that i) they did not comply with the s20 consultation requirements; ii) that they did not inform the leaseholders of the fire safety works or the cost of those works until their letter of 13 June 2025; and iii) that they did receive an email from Mr Simpson on 2 July 2025 which he sent to the

Applicant following receipt of an invoice for the works. It follows that Mr Simpson's first objection is not in dispute.

20. With respect to Mr Simpson's second objection regarding the liability of the fire safety works falling with the original builder of the Property. This issue is beyond the scope of the tribunal's jurisdiction and we are unable to consider whether the fire safety works undertaken at the Property are the ultimate responsibility of a third-party builder. The tribunal's sole consideration in this application is to what extent, if any, were the leaseholder's prejudiced by the failure to consult. No further comment can be made in respect of this objection.
21. In deciding whether it is reasonable to dispense with the consultation requirements, the factual burden of identifying some relevant prejudice that they would or might have suffered rests on the leaseholders. Notwithstanding the Respondent's objections, there is no evidence before the Tribunal that the Respondent was prejudiced by the failure of the Applicant to comply with the consultation requirements in relation to the fire safety works at the Property which concluded in April 2024. The Tribunal notes in particular that i) there is no evidence that the works were unnecessary; ii) the Respondents have not taken issue with the quality of the works undertaken; and iii) no alternative quotes for the works were offered by the Respondents.
22. Accordingly, the Tribunal is satisfied that it is reasonable to grant dispensation with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 in respect of the fire safety remedial works undertaken at the Property which concluded in April 2024.
23. This decision does not affect the Tribunal's jurisdiction upon any future application to make a determination under section 27A of the Act in respect of the reasonableness and/or the cost of the work.

Name: Judge Steer

Date: 12 April 2026

ANNEX – RIGHTS 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 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.