



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

**Case reference** : **LON/00AY/LDC/2026/0008**

**Property** : **1-82 Rundell Tower, Portland Grove,  
London SW8 1JB, 1JD**

**Applicant** : **The Mayor and Burgesses of the London  
Borough of Lambeth**

**Respondents** : **13 Leaseholders at the Property**

**Type of  
application** : **Dispensation from statutory consultation  
requirements**

**Tribunal** : **Judge Nicol**

**Date of decision** : **19<sup>th</sup> May 2026**

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**DECISION**

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The Tribunal grants the Applicant dispensation under section 20ZA of the Landlord and Tenant Act 1985 from the statutory consultation requirements in respect of substantial works carried out to existing boiler provision at the property providing communal hot water and space heating.

**Reasons**

1. This application for dispensation from the statutory consultation requirements under section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) has been determined on the papers. A hearing was not held because the Tribunal directed that the case was suitable for the paper track and the parties did not object.
2. The Applicant is the freeholder of the subject property, a purpose-built 21-storey block of 82 flats, of which 13 are held on long leases. The Respondents are the lessees of those flats.
3. Under section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003, when the cost of building works exceeds the threshold of £250 per flat, consultation must be

carried out with the lessees. In this case, works were required as described by the Applicant:

6. During attendance at the Building on 20 November 2025, the Council's qualifying long-term agreement contractor, T Brown Group ("the Contractor"), identified a serious safety issue relating to a 6-inch gas main and associated gas meter located within the voids beneath Kelvedon House. The Contractor advised that the existing arrangement does not comply with current gas safety requirements and has been categorised as high risk.
7. The Contractor explained that, in the event of a gas leak occurring within the enclosed voids or compartments beneath the Building, there is a risk of gas accumulation which could lead to a catastrophic failure and compromise the structural integrity of the Building. The location of the gas installation within the voids significantly increases the severity of the risk and the potential consequences of failure.
8. A temporary or interim repair was not possible. The gas pipework and meter are located within enclosed structural voids of the Building and cannot be safely adapted, isolated, or made compliant on a temporary basis. The Contractor confirmed that the only viable means of addressing the risk was to undertake permanent remedial works to remove the unsafe arrangement and install a compliant gas installation running pipes on the Building's exterior.
9. In light of the nature of the risk identified, the absence of any viable temporary solution, and the potential consequences of delay, the Council concluded that urgent action was required in order to mitigate the risk and protect residents' health and safety. Any delay to undertake statutory consultation would have prolonged the period during which the Building remained subject to an unacceptable gas safety risk.
10. The approved scope of works comprises remedial gas and civil engineering works including site surveys, GIRS design, applications and approvals with the gas network operator, provision of service-laying and guarding, excavation works, and the installation of a new 90mm gas supply. The works further include pipelaying, pressure testing, purging and connections carried out by EUSR-qualified operatives, a replacement connection to the existing SGN 125mm service, and specialist welding works to fabricate a new 6-inch steel outlet. All associated reinstatement, commissioning, and statutory processes form part of the approved scope.
11. A Work Order (reference 4009338/1) was raised under the Council's existing repairs and maintenance arrangements. The Contractor provided a quotation in the sum of £68,371.84 for the execution of the works described above under the qualifying long-term agreement ...

12. The Contractor also identified that the works require specialist gas engineering input and coordination with the gas network operator, together with associated design, approval, and statutory processes. These requirements further support the Council's position that the works are remedial, safety-critical, and could not reasonably be delayed.
  13. A Justification Report dated 3 December 2025, prepared by the Council's heating engineer ... sets out the nature of the defects identified within the gas installation, the risks arising from the location of the pipework within the building voids, and the absence of any viable temporary or interim solution. The report confirms that the works are required to address a serious safety risk and to bring the gas installation into compliance, and that any delay in carrying out the works would have left the Building exposed to an unacceptable level of risk.
  14. These works are to be carried out by the Contractor and are currently underway. These are qualifying works, and the 2003 Regulations are applicable. Due to the urgency of the works on health and safety grounds, and the impracticability of any temporary solutions, the decision was made to proceed with the works without consultation.
  15. To ensure that the Leaseholders are aware of the cost of the total works, and in the spirit of the regulations, the Council has written to all Leaseholders on 7 January 2026 explaining why these works are required, what their estimated contribution is expected to be and that the Council will be applying to the First-tier Tribunal for retrospective dispensation from the requirements to consult. The Council has also provided them with a FAQ sheet which addresses some of the questions they may have ...
  16. The Respondents will be required to pay a rateable share plus management fee as per the terms of their lease and will be included within their actual invoice for financial year 2025/26, which is expected to be issued on or around October 2026. The cost of the works per Leaseholder is estimated as £975.
4. On 7<sup>th</sup> January 2026, the Applicant made an application to the Tribunal for dispensation from those consultation requirements under section 20ZA(1) of the Act. The Tribunal issued directions on 20<sup>th</sup> March 2026 with provision for any lessee who objected to make representations. None have taken the opportunity.
  5. The Tribunal may dispense with the statutory consultation requirements if satisfied that it is reasonable to do so. The Supreme Court provided further guidance in *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854:
    - (a) Sections 19 to 20ZA of the Act are directed to ensuring that lessees of flats are not required to pay for unnecessary services or services which are provided to a defective standard or to pay more than they should for

services which are necessary and provided to an acceptable standard. [42]

- (b) On that basis, the Tribunal should focus on the extent to which lessees were prejudiced by any failure of the landlord to comply with the consultation requirements. [44]
  - (c) Where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the consultation requirements, an unconditional dispensation should normally be granted. [45]
  - (d) Dispensation should not be refused just because a landlord has breached the consultation requirements. Adherence to the requirements is a means to an end, not an end in itself, and the dispensing jurisdiction is not a punitive or exemplary exercise. The requirements leave untouched the fact that it is the landlord who decides what works need to be done, when they are to be done, who they are to be done by and what amount is to be paid for them. [46]
  - (e) The financial consequences to a landlord of not granting dispensation and the nature of the landlord are not relevant. [51]
  - (f) Sections 20 and 20ZA were not included for the purpose of transparency or accountability. [52]
  - (g) Whether or not to grant dispensation is not a binary choice as dispensation may be granted on terms. [54, 58, 59]
  - (h) The only prejudice of which a lessee may legitimately complain is that which they would not have suffered if the requirements had been fully complied with but which they would suffer if unconditional dispensation were granted. [65]
  - (i) Although the legal burden of establishing that dispensation should be granted is on the landlord, there is a factual burden on the lessees to show that prejudice has been incurred. [67]
  - (j) Given that the landlord has failed to comply with statutory requirements, the Tribunal should be sympathetic to the lessees. If the lessees raise a credible claim of prejudice, the Tribunal should look to the landlord to rebut it. Any reasonable costs incurred by the lessees in investigating this should be paid by the landlord as a condition of dispensation. [68]
  - (k) The lessees' complaint will normally be that they have not had the opportunity to make representations about the works proposed by the landlord, in which case the lessees should identify what they would have said if they had had the opportunity. [69]
6. The Tribunal's role in this application is limited to determining only if the statutory consultation requirements may be dispensed with. As stated in the Tribunal's directions, "This application does not concern the issue of whether any service charge costs will be reasonable or payable."
7. Based on the evidence in the Applicant's 60-page bundle of documents, the Tribunal accepts the account quoted above. Given the lack of objection to the works, let alone evidence of any prejudice to any lessee,

the Tribunal has determined that it is reasonable to dispense with the statutory consultation requirements.

**Name:** Judge Nicol

**Date:** 19<sup>th</sup> May 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 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).