



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

<b>Case reference</b>	:	HAV/00HR/LDC/2026/0047
<b>Property</b>	:	Folly Mill Lodge, 29 South Street, Bridport, DT6 3QS
<b>Applicant</b>	:	Churchill Retirement Living Limited
<b>Representative</b>	:	Churchill Estates Management Limited
<b>Respondents</b>	:	The Leaseholders detailed in the Appendix
<b>Representative</b>	:	None
<b>Type of application</b>	:	To dispense with the requirement to consult lessees about major works under section 20ZA of the Landlord and Tenant Act 1985
<b>Tribunal members</b>	:	Judge Taylor
<b>Date and Venue of hearing</b>	:	5 May 2026, on the papers
<b>Date of decision</b>	:	5 May 2026

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**DECISION**

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**Decision of the Tribunal**

The Tribunal grants the application for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 in relation to the

manufacture, supply and installation of 17 timber sash windows in the southwest elevation of the Property, including making good all areas affected by the works.

### **The application**

1. The Applicant seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) from the consultation requirements in relation to certain “qualifying works” (as defined by the Act). The application was received on 16 March 2026.
2. This matter has been dealt with without a hearing pursuant to Rule 31 of the Tribunal Procedure Rules 2013 and the Tribunal’s Directions dated 2 April 2026. No objections were received to that procedure.
3. The Property is described in the application as: *“a three-storey block of flats built in 2003. There are a total of 33 units on the estate, comprising 30 flats and 3 cottages and 2 retail units. The block of flats is served by a single lift. This is a purpose-built development for occupants aged 60 and over. The block includes a residents’ lounge, kitchen, laundry room, communal toilet, Lodge Manager’s office, and a guest suite. Residents also have access to a landscaped garden and parking spaces”*.
4. The Applicant is the Landlord of the Property. The Respondents are the leaseholders of the 30 flats and 3 cottages at the Property.
5. The Tribunal has been provided with sample copies of the leases for the flats and the cottages respectively. By the Sixth Schedule of both the flat leases and the cottage leases, the Applicant covenanted (amongst other things) to maintain, repair and renew: *“... the main structure of the building including...the windows of the same...”*.
6. The qualifying works for which dispensation is sought are described in the application as the replacement of 17 wooden sash windows located in several apartments in the southwest elevation of the building.
7. There have been three replies to the application from the Respondents, from the leaseholders of flats 19, 27, and 29, all of whom have confirmed that they agree with the application. The Applicant has confirmed to the Tribunal that no objections have been received to the application.

## **The Issues**

8. This decision is confined to determination of the issue of dispensation from the consultation requirements in respect of the qualifying works. The Tribunal has made no determination on whether the costs are payable or reasonable. If a leaseholder wishes to challenge the payability or reasonableness of those costs as service charges, including the possible application or effect of the Building Safety Act 2022, then a separate application under section 27A of the Act would have to be made.

## **The Law**

9. Section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003 require a landlord planning to undertake major works, where a leaseholder will be required to contribute over £250 towards those works, to consult the leaseholders in a specified manner.
10. It is possible to obtain dispensation from compliance with these requirements by an application such as this one before the Tribunal. Essentially the Tribunal must be satisfied that it is reasonable to grant dispensation.
11. Section 20ZA of the Act, subsection (1) provides as follows: *'Where an application is made to a 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.'*
12. The Supreme Court in the case of *Daejan Investments v Benson and others [2013] UKSC 14* set out certain principles relevant to section 20ZA. Lord Neuberger, having clarified that the purpose of sections 19 to 20ZA of the Act was to ensure that tenants are protected from paying for inappropriate works and paying more than would be appropriate, went on to state *'it seems to me that the issue on which the [tribunal] should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of the landlord to comply with the requirements'*.

## **The Tribunal's decision**

## **The Applicant's case**

13. The Applicant's evidence is contained in the application form. The Applicant states that its surveyor advised in or around early 2025 that the windows at the Property required repair or replacement. The Applicant commenced consultation with the leaseholders under the requirements of section 20 on 5 February 2025. The consultation concluded on 27 February 2026. The scope of the works included in the consultation was for the repair of most of the windows at the Property. Three quotations were obtained during the consultation process, which ranged from £303,895 at the most expensive to £212,740.06 the least expensive.
14. However, following a further inspection, the Applicant's surveyor has advised that some of the windows on the southwest elevation have deteriorated further during the consultation period, such that they now require full replacement. The scope of the works required has accordingly now changed from that included in the consultation.
15. The contractor which provided the least expensive tender has been approached and has provided a revised tender for the manufacture, supply and installation of 17 timber sash windows in the southwest elevation of the Property, including making good all areas affected by the works. That quotation is for £88,683.00 inclusive of VAT.
16. The Applicant says that the works to replace the windows need to be started urgently. This is because the works should be done over the warmer months of the year and lead times for the manufacture of the windows means that that could not be achieved this year if a new consultation had to be started to take account of the partial change to the scope of the works. The Applicant says that leaving the works longer creates risks of further deterioration of the windows and water ingress and related defects.

## **Consideration**

17. As noted above, the primary question for the Tribunal is to what extent, if any, the leaseholders have been prejudiced by the failure to comply with the consultation requirements. The urgency of the works is not the test, although is relevant background information for the Tribunal to consider.

18. The Tribunal is satisfied on the evidence before it that the works set out in paragraph 15 above are within the Applicant's repairing obligation under the flat leases and the cottage leases.
19. There are a number of factors in this case to be considered when deciding whether the leaseholders will be prejudiced by a failure to comply with the consultation requirements. First, what, if anything, would the leaseholders have done differently if a consultation had been completed? The Respondents have not provided any evidence on this question. It is not for Tribunal to make any findings in the absence of any evidence from the Respondents and so the Tribunal is satisfied that there is no evidence of prejudice arising from a potential lost alternative course of action. Secondly, the cost of the works is substantial which is relevant when considering the extent of any saving that might be available if there was a full consultation and tender process. However, while there will not be a full tender process for the replacement windows, there has been a competitive tender process for the original scope of the works. The tender prices received for those works varied substantially and the Applicant has confirmed that the contract for the replacement window works will be placed with the least expensive of the tenderers. The Tribunal is satisfied that placing the replacement window work with the least expensive tenderer under the original consultation does protect the leaseholders from the risk of financial prejudice. Thirdly, the Tribunal finds on the evidence before it that the window replacement works are required to be completed urgently to prevent potential water ingress into leaseholder flats. The Tribunal believes the requirement for urgent repairs is a relevant factor in this case. Finally, there have been no objections to this application from the Respondents and the only replies from any of them support the application
20. For all of these reasons, the Tribunal is satisfied that there is no evidence that the Respondents would suffer prejudice by the granting of dispensation relating to the works.
21. In the circumstances set out above, the Tribunal considers it reasonable to dispense with the consultation requirements. Dispensation is granted pursuant to section 20ZA of the Landlord & Tenant Act 1985.

## **Rights of appeal**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking

### **Appendix – the Respondent leaseholders**

The Estate of Mrs V Downey	Apartment 1
Mr H Beaufort	2
Ms J St Pierre, MS M Nokes & Mr S St Pierre	3
Dr M A F Perez	4
Mrs C M Woodcock	5
Mrs A M Gibbs & The Estate of Mrs P Stocker	6
Mrs Marsh	7
Mr D C & Mrs B J Fraser	8
Mr R Jones	9
Ms S Thomas	10
Mrs Y Hewitt	11
Mrs S Jarvis	12
Mrs J Gosney	14
Mrs L Sherman	15
Mrs M M Campbell	16
Mrs P M McGlashan	17

Mrs A Mabbott	18
Ms G Selman	19
Mrs R M Colborne	20
Mrs J Davie	21
Mr C & Mrs J Rowley	22
Mrs Blackwell	23
Mrs A V Townsend	24
Mrs P Angell	25
Mrs M F Brown	26
Mrs G S M Hamilton	27
Mrs V Hodder	28
Mr D Beardshall	29
Mrs M B Drepper	30
Mrs B Brophy	31
Mr & Mrs D Rogers	Cottage 32
Mrs E A Hiles	Cottage 33
Mrs A J Gordon	Cottage 34
Sapphire Holidays Limited	Retail Unit 1
Ms E E Bratley	Retail Unit 2