



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : HAV/24UE/LDC/2026/0038

Property : 60 & 60A West Street, Portchester,
Fareham, Hampshire, PO16 9UN ("the
property")

Applicant : Lazenbury Property (Lydia) Limited

Representative : None

Respondent : Shaun Gallagher – flat 1
George Harris – flat 2

Representative : None

Type of Application : To dispense with the requirement to
consult lessees about major works section
20ZA of the Landlord and Tenant Act 1985

Tribunal : Tribunal Judge H Lederman

Date of decision : 23 April 2026

DECISION AND REASONS

Description of determination

This has been a determination on the papers. A face-to-face hearing was not held because all issues could be determined on paper and no hearing was requested. The documents comprise an unpaginated bundle of some 41 pages from the Applicant. It includes the application form, letters sent to the leaseholders regarding the application, tribunal directions, and a copy of a specimen lease. The contents of all these documents are noted.

The order made is described below.

Decision of the tribunal

- (1) The Tribunal determines under section 20ZA of the Landlord and Tenant Act 1985 to dispense with all the consultation requirements in respect of works for replacement of flat roof covering to 60 & 60A West Street, Portchester, Fareham, Hampshire, PO16 9UN ("the property").
- (2) The Applicant shall send and deliver to each of the Respondents a copy of this decision within 7 days of receipt.

REASONS

The application

1. The applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985, as amended ("the 1985 Act") for the dispensation of consultation requirements in respect of certain "qualifying works" (within the meaning of section 20ZA).
2. The applicant is the landlord of "the property", being shops at 60 60A and Flats 1 and Flat 2 West Street, Portchester. This application has only been served upon the leaseholders of Flats 1 and Flat 2 who are each tenants of a "dwelling". This decision is applicable to them and not to any leaseholders of premises which are not a dwelling. The specimen lease of Flat 1 at the property dated 1st October 1980 is incomplete insofar as it does not include a copy of the plan of the flat. It does however appear to confirm that the lease of the flat is entirely separate from the lease of any shop premises in the same building.
3. The two Respondents are the leaseholders of the flats in the property who are potentially responsible for the cost of the works under the terms of their lease. The qualifying works are described in the application as "roof repairs due to water ingress". Some temporary works were reported to have commenced before a document described as "section 20 Notice of repair works" dated 12th February 2026 but the significant portion of permanent repairs works remain to be commenced.

4. The application is therefore partly retrospective in nature. By virtue of sections 20 and 20ZA of the 1985 Act, any relevant contributions of the respondents through the service charge towards the costs of these works would be limited to a fixed sum (currently £250) unless the statutory consultation requirements, prescribed by the Service Charges (Consultation etc) (England) Regulations 2003 were: (a) complied with; or (b) dispensed with by the tribunal. In this application the only issue is whether it is reasonable to dispense with the consultation requirements. Any issue as to the cost of the works may be the subject of a future application by the landlord or leaseholders under section 27A of the 1985 Act to determine the payability of any service charge under their leases.

The law

5. Section 20ZA of the 1985 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.'
6. In the case of *Daejan Investments v Benson and others* [2013] UKSC 14 the Supreme Court set out certain principles relevant to section 20ZA. Lord Neuberger, having clarified that the purpose of sections 19 to 20ZA of the 1985 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'.

Paper determination

7. The application was received on 27 February 2026. Directions were issued by the Tribunal on 20 March 2026. The Tribunal directed the application and accompanying documents shall stand as the Applicant's case.
8. The Tribunal sent a copy of the application and these Directions to each Respondent.
9. The Respondents were directed to complete a reply form and send it to the Tribunal (electronically) and to the Applicant and send other documents (including a statement in response to the application with a copy of their reply form and copies of documents relied upon) if they opposed the application by 2 April 2026.
10. No response or objection has been submitted by the Respondents who have taken no active part in this application.

11. The Applicant sent an email to the Tribunal confirming no objection had been received from the Respondents on 10th April 2026.
12. The Tribunal's directions included the following passage stating "the Tribunal will assume that those Respondents not returning the attached form and those agreeing to the application do not wish to receive any further communications from the Tribunal including a copy of the determination unless a specific request is made. The determination will, however, be binding on all leaseholders." That must be taken to refer to leaseholders of dwellings.

Paper determination

13. The Tribunal's directions provided that the Tribunal would determine the application based on written representations unless either party objected in writing within 7 days of receipt of the directions. No such request was received. Therefore, this application has been determined by the Tribunal on the information supplied by the applicant. The Tribunal is satisfied that such a course is consistent with the overriding objective and in the interests of justice having regard to the available evidence provided by the Applicant.

Consideration

14. The Tribunal has the jurisdiction to grant dispensation under section 20ZA of the 1985 Act "if satisfied that it is reasonable to dispense with the requirements".
15. On 12th February 2026 the Applicant wrote to the Respondents as follows

"As you are aware there has been some water ingress into the property and we attach a section 20 notice .

We have had two contractors inspect the property and both have reported that the flat roof needs replacing, with the first contractor placing a tarpaulin on the roof.

The initial charge was £180 and it is unclear at this stage whether a further charge will be levied as I understand that he had to return as the first tarpaulin was not big enough.

The quotes received are :

£4,250.00 from Alverstone Roofline

£3,900.00 From A and D Roofing

I hope that whichever contractor is engaged that they do not come back and levy a charge for any additional unforeseen work, however in case they do please budget for a 50% increase in these costs together with a 10% administration charge. Hopefully the 50 % increase will not be required and can be used as part of a reserve fund.

Once the roof has been made watertight we can then obtain quotations for any other work that is required.

Unfortunately none of this work will be covered by the insurance due to the age and condition of the roof.

If you have a preference of the contractor that you would like to use then please let me know and likewise as the attach notice refers if you would like to obtain an alternative quotation.

Ideally the work needs to be actioned sooner rather than late, to prevent further damage so if you could arrange for the payment to be made direct into our account, then we will see which contractor , if you are happy to use one of the above that can, undertake the work at the earliest opportunity in order to prevent further damage or a further cost due to any further damage.

Tarpaulin cost 180

Repair 4250

Management fee 250

Contingency 2125 (part of which can be used if any further temporary repairs are carried out if it is necessary to wait the 30 day period*)

Total 6805

* or used towards any unforeseen or additional work required once the roof

has been made watertight, held in a reserve fund or repaid.

Contribution

Flat 1 1701.25

Flat2 1701.25

Shops 3442.50

Please could you email when the money has been transferred"

16. On 13th February 2026 the Applicant wrote by email to Mr Harris one of the Respondents:

"It is our intention to carry out the repairs as soon as the contractors are able to....however there is a legal route that we must follow.

If you would like to obtain your own estimates for the work required then please do so

As to paying after the work is being undertaken, unfortunately that will not work , as we would need to wait the 30 days.

That being the case then we would need to obtain a further quotation for any temporary repairs to be undertaken, whilst waiting the 30 day period"

17. Mr Harris explained in his email of 16th February 2026 to the Applicant as follows:

"The issue was first reported on 22 December 2025. Since that time, water ingress has continued despite temporary measures put in place. The bedroom ceiling now shows visible sagging and cracking, with water ingress from multiple new locations, and I am concerned that further deterioration may occur. While I

understand that interior plasterboard ceilings are ordinarily the leaseholder's responsibility, in this instance I request that the condition of the ceiling be assessed and addressed following the completion of permanent structural and roof repairs, as any damage is consequential to the roof failure.

Under Clause 5(3) of the Lease, the Lessor is obliged to repair and maintain the main structure of the building, including the roof. I recognise that Section 20 consultation periods may be applicable. However, ongoing water ingress presents an urgent risk of structural and consequential damage. It is therefore reasonable for permanent roof works to commence immediately, without using lack of payment as a reason to delay, while any observation periods or consultation continue where legally required."

18. Only brief details of the works and the condition of the flats is provided. Nevertheless, in the absence of any objections or submissions from the Respondents, the Tribunal has no reason to question the need and urgency of the works to the roof given the description of water ingress and photograph in the papers. In all likelihood, severe damp and water ingress would adversely affect the residents' living conditions and could worsen with colder and wetter weather. As none of the Respondents have raised objection to the works, the Tribunal finds no evidence that they would suffer prejudice if dispensation were to be granted.

The Tribunal's decision

19. In the circumstances set out above, the Tribunal considers it reasonable to dispense with the consultation requirements. Accordingly, dispensation is granted pursuant to section 20ZA of the 1985 Act. This decision does not affect the Tribunal's jurisdiction upon any future application to make a determination under section 27A of the Act as to the reasonableness of the work and/or whether any service charge costs are reasonable and payable. There is no application before the Tribunal for an order under section 20C (limiting the ability of the landlord to seek their costs of the dispensation application as part of the service charge). This could be the subject of a future application should any costs be charged to the leaseholders.
20. It is the responsibility of the Applicant to serve a copy of this decision on all Respondents.

Name: Judge H Lederman

Date: 7th 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).