



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

|                                             |          |                                                                                                                   |
|---------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------|
| <b>Case Reference</b>                       | <b>:</b> | <b>CAM/34UF/LDC/2025/0623</b>                                                                                     |
| <b>HMCTS code<br/>(paper, video, audio)</b> | <b>:</b> | <b>P: PAPERREMOTE</b>                                                                                             |
| <b>Property</b>                             | <b>:</b> | <b>Block 1-7 (odd), York Avenue,<br/>Cogenhoe, Northampton, NN7 1NB</b>                                           |
| <b>Applicant</b>                            | <b>:</b> | <b>Amplius Living</b>                                                                                             |
| <b>Respondents</b>                          | <b>:</b> | <b>All leaseholders of dwellings at the<br/>Property</b>                                                          |
| <b>Type of application</b>                  | <b>:</b> | <b>For dispensation from consultation<br/>requirements - Section 20ZA of the<br/>Landlord and Tenant Act 1985</b> |
| <b>Tribunal member</b>                      | <b>:</b> | <b>Judge C. Morgan</b>                                                                                            |
| <b>Date of decision</b>                     | <b>:</b> | <b>22 May 2026</b>                                                                                                |

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**DECISION**

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**The tribunal's decision**

**The tribunal determines under section 20ZA of the Landlord and Tenant Act 1985 to dispense with all the consultation requirements in relation to the works described in the application bundle, namely work to replace the roof.**

**The application**

1. The Applicant applied for dispensation from the statutory consultation requirements in respect of qualifying works which have been carried out, namely work to replace the roof. The cost of the works are said to be £22,609.36 plus VAT (£28,261.70 inclusive of VAT).

2. The relevant contributions of the Respondents through the service charge towards the costs of these works would potentially be limited to a fixed sum unless the statutory consultation requirements, prescribed by section 20 of the Landlord and Tenant Act 1985 (the “**1985 Act**”) and the Service Charges (Consultation etc) (England) Regulations 2003:
  - (i) were complied with; or
  - (ii) are dispensed with by the tribunal.
3. The Applicant seeks a determination from the tribunal, under section 20ZA of the 1985 Act, to dispense with the consultation requirements. The tribunal has jurisdiction to grant such dispensation if satisfied that it is reasonable to do so.
4. In this application, the only issue for the tribunal is whether it is satisfied that it is reasonable to dispense with the consultation requirements. **This application does not concern the issue of whether any service charge costs of the relevant works will be reasonable or payable, or what proportion is payable.**

#### **The property, parties and the leases**

5. The property is described in the application form as being a 2 storey traditional brick built structure comprising of 4 flats, built in 1956.
6. The Applicant is the Landlord of the property. The Respondents are the leaseholders of the flats in the property.
7. The bundle contained a copy of the specimen lease for 3 York Avenue.
8. In the Lease for 3 York Avenue:
  - (i) service charge is payable by the Tenant pursuant to clause 4(2) of the Lease. This requires payment of: *“a proportion of the reasonable expenses and outgoings incurred or anticipated by the Council in respect of the repair maintenance and renewal of the structure and exterior of the building and in respect of the other matters specified in the Third Schedule”* to the Lease. Clause 4(2)(I) sets out that *“the proportion which the Lessee shall contribute shall be the direct proportion of the number of bed spaces in the Flat to the number of bed spaces in all the dwellings in the building or larger unit to which the expenditure is referable and the Council's*

*decision as to the number of bed spaces for this purpose shall be final”.*

- (ii) *Clause 4(2)(J) sets out that: “The Lessee shall if so demanded by the Council pay to the Council quarterly payments in advance and on account of the service charge as the Council or its Head of Finance shall specify at their discretion to be fair and reasonable interim payments”.*
- (iii) *Clause 4(2)(K) sets out that: “As soon as practicable after the signature of the certificate the Council shall furnish to the Lessee an account of the service charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Council the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment as the case may require”.*
- (iv) *Clause 4(2)(M) sets out that: “Provided always and notwithstanding anything herein contained it is agreed and declared as follows: - . . . . (iv) That although the Lessee will be charged in part for such services as are listed in the Third Schedule hereto and although any certificate in respect of service charges will relate only to such services as are in fact provided the Council shall be under no obligation whatsoever to provide or to continue to provide any of the services listed in paragraphs 2 to 20 inclusive of the Third Schedule”.*
- (v) *The Landlord’s obligation to repair is set out in clause 6(b): “To keep in repair the structure and exterior of the Flat and the building (including drains, gutters, and external pipes but excluding glass windows) and to make good any defect affecting that structure.”*
- (vi) *The services are set out in the Third Schedule. The services set out in paragraph 1 of the Third Schedule are: “Subject to the provisions of sub-subclause 4(2)(C) hereof the costs of keeping in repair the*

*structure and exterior of the Flat and of the building (including the structure and exterior of the other flat(s) in the building) and boundary walls hedges and fences and drains gutters and external pipes and any external stairway and any balcony (including the railings thereof and the foundations and roof of the building) and of making good any defect affecting that structure”.*

- (vii) Clause 4(2)(C) sets out that: “*The Lessee shall not be required to contribute to the cost of repairing or the making good of any structural defect in the building (including any defect in external drains gutters or external pipes) or of insuring against risks involving such repair or the making good of such defect unless: (i) he was prior to the granting of this Lease notified in writing of its existence or (ii) the Council did not become aware of such defect earlier than ten years after the granting of this Lease*”.

9. The works to replace the roof of the property fall within the list of services contained in paragraph 1 of the Third Schedule of the Lease.

### **Procedural history**

10. On 12 March 2026 the tribunal gave case management directions following a decision on 12 March 2026 which set aside an earlier decision made on 20 August 2025. The directions included a reply form for any Respondent leaseholder who objected to the application to return to the tribunal and the Applicant by 14 April 2026, indicating whether they wished to have an oral hearing. The tribunal also directed that the Applicant send each of the Respondents by 26 March 2026 the tribunal’s directions and a breakdown of the costs of the relevant works, including professional fees and VAT and any other evidence relied upon by the Applicant and to confirm to the tribunal that this has been done and the date(s) on which this was done. The bundle contains copy letters to two leaseholders and the Applicant emailed the tribunal on 24 April 2026, confirming that it had complied with this direction before the deadline of 26 March 2026.
11. The directions provided that this matter would be determined during the seven days commencing 5 May 2026 based on the documents, without a hearing, unless any party requested one by 14 April 2026.
12. No leaseholder has responded and no party has requested an oral hearing. Accordingly, this determination is based on the documents produced by the Applicant in their bundle. On reviewing these documents, I considered that an inspection of the Property was neither

necessary nor proportionate to the issues to be determined and that a hearing was not necessary.

### **The Applicant's case**

13. In the application form, the Applicant describes the works as urgent due to multiple leaks in the original roof.
14. In the copy letters to two leaseholders in respect of the directions contained in the bundle (the letter to Miss Kent is dated 17 March 2026, the letter to Mr Makaveev is dated 17 March 2025 but the reference to "2025" is clearly a typographical error as the letter refers to the "*Section 20 Dispensation Tribunal Appeal meeting that took place at 10.00am on 12 March 2026*") the Applicant sets out that the condition of the roof was deemed as needing to be immediately replaced as repairs would not remedy the issues. Due to the urgency of the project the work was carried out without delay and a new roof was expedited as a priority. In this letter, the Applicant also sets out the breakdown of the costs and that the total re-roof costs were £22,609.36 plus VAT (£28,261.70 inclusive of VAT).
15. The Applicant has provided in the bundle a copy of photographs of the previous roof taken on 5 September 2023, photographs of the works and a photograph of the works completion form dated 25 October 2024.
16. The Applicant has also provided in the bundle a letter to the tribunal dated 1 May 2026 confirming that "*no communications were received from either leaseholder or any representative thereof regarding the referenced case during the reply period 26/03/26 to 14/04/26 as instructed and set out by the appeal Judge.*"

### **The Respondents' position**

17. As noted above, the directions provided for any Respondent who wished to oppose the application for dispensation to complete the reply form attached to the directions and send it to the tribunal and the Applicant by 14 April 2026. The tribunal has not received any response or statement of case opposing the application, or comments on the Applicant's statements in the letter to the leaseholders. The tribunal has not received any allegations of prejudice. In the circumstances, the tribunal concluded that the application was unopposed.

### **The Law**

18. Section 20ZA(1) of the 1985 Act provides as follows: "*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.”*

19. In the leading case of *Daejan Investments Ltd v Benson and others* [2013] UKSC 14 [2013] 1 WLR 854 the Supreme Court set out certain principles relevant to section 20ZA. Lord Neuberger stated at [44] that: “*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**

20. In the circumstances, based on the information provided by the Applicant (as summarised above), there is no evidence before the tribunal that the Respondents were prejudiced by the failure of the Applicant to comply with the consultation requirements and I am satisfied that it is reasonable to dispense with the statutory consultation requirements in relation to the relevant works.
21. **As noted above, this decision does not determine whether the cost of these works was reasonable or payable under the leases, or what proportion is payable under the lease(s), only whether the consultation requirements should be dispensed with in respect of them.**
22. There was no application to the tribunal for an order under section 20C of the 1985 Act (limiting the ability of the landlord to seek their costs of the application as part of the service charge).

**Name:** Judge C. Morgan

**Date:** 22 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).