



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

Case Reference : **BIR/41UD/LDC/2025/0010**

Property : **Sarah Siddons House
Wade Street
Lichfield
Staffordshire
WS13 6HL**

Applicant : **Retirement Lease Housing Association**

**Applicant's
Representative** : **Elm Group**

Respondents : **The Various leaseholders of
Sarah Siddons House
Wade Street
Lichfield
Staffordshire
WS13 6HL**

Type of Application : **An Application for the dispensation of all
or any of the Consultation
Requirements provided for by Section
20ZA of the Landlord & Tenant Act
1985**

Tribunal Members : **Mr G S Freckelton FRICS (Chairman)
Mr A Churchill BSc MRICS**

Date of Hearing : **24th February 2026**

Type of Hearing : **Paper Determination**

Date of Decision : **24th February 2026**

Date of Issue : **09 April 2026**

DECISION

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Background

1. By Application dated 24th February 2025, sent to the Tribunal on the same date, the Applicants, through their Managing Agents, Elm Group, applied to the Tribunal for Dispensation from the Consultation Requirements imposed by Section 20 of the Landlord & Tenant Act 1985 ('the Act') and the Service Charges (Consultation Requirements) (England) Regulations 2003 in respect of the property known as Sarah Siddons House, Wade Street, Lichfield, Staffordshire, WS13 6HL.
2. The Application requested that the matter be dealt with on the Fast Track as the works were urgent. The Application stated that there was a leak from the roof into one of the properties and scaffolding had been erected to avoid further damage and minimise costs. It was considered that a paper determination would be appropriate. The Tribunal issued Directions dated 14th June 2025.

The Facts

3. Based on the Lessee details provided to the Tribunal it is understood that Sarah Siddons House comprises in total of some 31 units.
4. The Applicants in this case are the Freeholders, represented by Elm Group who manage the property and the Respondents are the various long leaseholders of the flats.
5. In the application the Applicant confirms that the justification for the application is that there is an active leak from the roof into one of the properties causing damage. It was also confirmed that there was currently scaffolding erected, so to avoid further damage and minimise costs, the repairs should be carried out urgently.
6. The Applicant confirms that one of the leaseholders reported water damage into their property, and an insurance claim was raised. Unfortunately, as the damage was caused by wear and tear, and not by an insurable peril, the buildings insurance will only cover the costs for the internal damage and not the roof repairs. The repairs proposed are necessary to address water leakage and prevent further damage to the building. The Applicant has received a quotation from Airwaves Facilities Management Limited to replace lead work and removal of rotten areas of timber to ensure the window is also watertight.
7. The quotation is understood to be broken down as follows:

Labour Costs: £4,500.00 (VAT: £900.00)
Materials Costs: £2,360.00 (VAT: £472.00)
Total Cost Including VAT: £8,232.00
8. The Applicant confirms that the section 20 threshold for the development is £7750.00 (£250.00 x 31 units), therefore this quotation is £482.00 over the limit for the estate. The scaffolding was already in place and therefore to avoid further costs, the Applicant was proposing to give instructions for the work to commence.
9. The Applicant confirms that it has written to all leaseholders detailing the required works and why they believe consultation was not feasible on this occasion. The Applicant asked leaseholders to contact them if they have any concerns and shared a copy of the report and quotation. The Applicant's Estate Manager had also kept residents informed on site.

10. The Applicant submitted a copy of a letter to the Tribunal dated 26th June 2025. This letter was sent to the leaseholders and confirmed that the initial report from Airwaves Facilities Management Limited (the Applicant's contractor) had identified water was entering the property through the window frame and lead flashing. Unfortunately, it had subsequently been established that the frames were in worse condition than had originally been thought and the cost of providing the scaffolding for a longer period and additional repairs had increased the cost by £2,502.00. The letter confirmed that the works had now been completed at a total cost of £10,734.00.
11. The Tribunal has been provided with a draft copy of the lease in respect of one of the properties and understands that there is no dispute between the parties that the works required are the responsibility of the Applicant and that the various Respondents contribute towards the cost through the service charge.
12. Clause 4 of the Sixth Schedule of the lease provides for the Lessee to pay: -
'a fair proportion of the expense of repairing and maintaining the party walls, roof, foundations and external walls bounding the Premises'
13. Clause 4 of the Seventh Schedule of the lease provides that the Lessor shall keep: -
'the Reserved Property (including the foundation, exterior walls, load bearing walls, roofs and timbers of the Premises and every Flat) in a good and tenantable state of repair...
14. The Tribunal has not carried out an inspection and the matter has therefore been determined on the papers provided to it by the parties. However, the Tribunal has inspected the exterior of the property on a satellite image.
15. The Tribunal confirms its understanding that the work has now been completed.
16. The Applicant confirms that they notified all the leaseholders in writing informing them of the problem and the proposed works.
17. The Tribunal has been provided with copies of photographs of the defective areas and copies of invoices from Airwaves Facilities Management Limited as follows: -

A copy of an invoice dated 11th February 2025 in the sum of £8,232.00
A copy of an invoice dated 12th June 2025 in the sum of £1,440.00
A copy of an invoice dated 24th June 2025 in the sum of £1,062.00

The total value of the invoices is £10,734.00.
18. The Application confirms that the Applicant seeks dispensation from all of the consultation requirements as the work was urgent and has subsequently been completed.
19. The Applicant submits that although they have not commenced the consultation process all the Respondent leaseholders are aware of the proposed works. This is evidenced by the letters sent to the various leaseholders by the Applicant.
20. The Directions issued by the Tribunal directed the Applicants to send to all the leaseholders a form which the Tribunal had requested each leaseholder to complete and

return to it no later than 18th July 2025. This form asked the parties to confirm to the Tribunal whether or not they (1) supported the application for dispensation from full consultation for the works and; (2) agreed that the Tribunal may decide the matter on the basis of written representation only (no hearing).

21. The form also confirmed to the leaseholders that if they failed to return the form, the Tribunal would assume that the individual leaseholders did not oppose the dispensation application.
22. No response was received from any of the leaseholders.
23. The Tribunal understands, based on the Application and the Applicant's submission that the Application for Dispensation is sought:
 - a) Because there was water ingress to one of the properties which was causing damage within the property and;
 - b) The water ingress was also potentially a health and safety issue and;
 - c) There was already scaffolding erected at the property and the work could therefore be completed at a lower cost than would be the case if new scaffolding had to be erected.
24. The Tribunal infers from the submissions that if the full consultation process had been undertaken, the delay could result in greater potential damage, risk to the various leaseholders and additional costs.
25. The Tribunal notes that the leaseholders have all been informed and had an opportunity to comment on the proposed works and costs but no observations objecting to the proposed works were received. The Tribunal therefore infers that none of the leaseholders are opposed to the proposed works and that they all support them.

The Law

26. Where a landlord proposes to carry out qualifying works, which will result in a charge being levied upon a leaseholder of more than £250.00, the landlord is required to comply with the provisions of Section 20 of the Landlord & Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003.
27. Failure to comply with the Regulations will result in the landlord being restricted to recovery of £250.00 from each of the leaseholders unless he obtains a dispensation from a Leasehold Valuation Tribunal under Section 20ZA of the Act, (now the First-tier Tribunal (Property Chamber)).
28. In deciding whether or not to grant dispensation, the Tribunal is entitled to take into account all the circumstances in deciding whether or not it would be reasonable to grant dispensation. An application to grant dispensation may be made before or after the commencement of the works.

The Tribunal's Decision

29. It is evident to the Tribunal that the work was urgent. There is a leak to lead flashings and window frames.

30. It is also evident to the Tribunal that if the full consultation process had been followed then the works would have been delayed which would undoubtedly have resulted in more damage, additional costs and possibly additional health and safety issues to the detriment of the leaseholders.
31. The Tribunal is satisfied on the information provided that it is reasonable to dispense with the consultation requirements in this case. The Tribunal is satisfied that leaseholders will not suffer (or have not suffered) any prejudice by the failure to consult. Indeed, they would, in the Tribunal's view, be significantly prejudiced if the work was delayed.
32. The Tribunal is satisfied that the works appear comprehensive and that if properly completed should resolve the problem of the water ingress.
33. The Tribunal is also influenced by the fact that none of the Respondents have made any submission to the Applicant or, more importantly to the Tribunal opposing the Application.
34. Accordingly, the Tribunal grants the dispensation requested under Section 20ZA and determines accordingly.
35. This Determination does not give or imply any judgement about the reasonableness of the works to be undertaken or the cost of such works.

APPEAL

36. Any appeal against this Decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this Decision, (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS.
Chairman.
First-tier Tribunal (Property Chamber)