



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

Case Reference	:	CAM/22UE/LDC/2026/0030
HMCTS code (paper, video, audio)	:	P: PAPERREMOTE
Property	:	Heath Lodge, 122 London Road, Hadleigh, Benfleet, Essex, SS7 2PG
Applicant	:	Vitis Freeholds Ltd
Representative	:	Jodi Callaghan
Respondents	:	All leaseholders of dwellings at the Property
Type of application	:	For dispensation from consultation requirements - Section 20ZA of the Landlord and Tenant Act 1985
Tribunal member	:	Judge C. Morgan
Date of decision	:	5 June 2026

DECISION

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 form and application bundle namely the replacement of the telecare system.

The application

1. The Applicant applied for dispensation from the statutory consultation requirements in respect of qualifying works namely the replacement of the telecare system. The cost of the works are estimated to be £42,310.71 (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 vulnerable assisted living which occupies 10 leaseholders.
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 Apartment 1.
8. In the Lease for Apartment 1:
 - (i) Service Charge is defined as: “*A proportion of the annual expenses and outgoings incurred by the Manager in providing the services and carrying out its obligations in accordance with Schedule 7 being 5/47ths of such expenses and outgoings subject to paragraph 5 of Schedule 9 or such*”

different fraction as the Lessor may from time to time notify to the Lessee”.

- (ii) In clause 3.1 the Tenant covenants to observe and perform the obligations set out in Schedule 1 and Schedule 5 of the Lease.
- (iii) In clause 5 the Landlord covenants to observe and perform the obligations set out in Schedule 7.
- (iv) In Schedule 5, paragraph 2, the Tenant covenants to pay to the Landlord the Service Charge subject to the terms and provisions set out in Schedule 8.
- (v) Paragraph 7 of Schedule 8 sets out that: *“The Lessee shall if required by the Lessor pay to the Lessor on 1 January and 1 July in every year (or on such other dates as the Lessor shall reasonably require) such sum or sums in advance and on account of the Service Charge as the Lessor or its accountants and managing agents (as the case may be) shall specify to be a fair and reasonable interim payment”.*
- (vi) Paragraph 8 of Schedule 8 sets out that: *“As soon as practicable after the signature of the Certificate the Lessor shall provide to the Lessee an account of the Service Charge payable to the Lessee for the year in question due credit being given in the account for all interim payments made by the Lessee in respect of the said year and upon the provision of such account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Lessor the amount of the Service Charge as aforesaid or any balance found payable or there shall be repaid or allowed by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment (as the case may require)”.*
- (vii) Paragraph 5 of Schedule 9 sets out that: *“If at any time during the Term the Development shall be so extended. . . . or shall otherwise be so varied as to justify (in the reasonable opinion of the Lessor) a variation in the Service Charge the Service Charge shall be varied with effect from the issue of the Certificate following the completion of such extension or variation by agreement between the parties or within three months of the first proposal for variation by the Lessor in such manner as shall*

be determined to be fair and reasonable in the light of the nature and size of such extension or variation by an independent surveyor to be appointed by the Lessor”.

(viii) Paragraph 3 of Schedule 7 sets out that:

“That (subject to the Lessee’s payment to the Lessor of the Service Charge as set out in this Lease) the Lessor will maintain renew replace and keep in good and substantial repair and condition: -

3.2 all such water pipes drains and electric cables aerals satellite dishes and wires the fire alarm and fire extinguishment systems the security entry system (if available) and the audio emergency communication system in under and upon the Buildings as are enjoyed or used by the Lessee in common with the owners lessees and occupiers of the Apartments . . .”

9. The works of the replacement of the telecare system fall within the list of services contained in paragraph 3.2 of Schedule 7 of the Lease.

Procedural history

10. On 23 April 2026, the tribunal gave case management directions. 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 May 2026, indicating whether they wished to have an oral hearing. The tribunal also directed that the Applicant send each of the Respondents by 1 May 2026 the application form, the tribunal’s directions, a clear, concise description of the relevant works, an estimate of the cost of the relevant works and any other evidence relied upon and to confirm to the tribunal that this has been done and the date(s) on which this was done. The bundle contains a letter from the Applicant confirming to the tribunal that it had complied with this direction on 1 May 2026.
11. The directions provided that this matter would be determined on or after 4 June 2026 based on the documents, without a hearing, unless any party requested one.
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 contained in the bundle the Applicant states that the property occupies vulnerable residents where their telecare system is currently failing and the Applicant needs to upgrade this to ensure in an emergency the Applicant has a provider at the end of the call to assist with emergency services. The Applicant further states in the application form contained in the bundle that replacement of the telecare system is required due to its age and being unable to obtain parts to ensure a fully working system for vulnerable adults.
14. The Applicant further states in the application form contained in the bundle that the telecare system is currently an old system at around 14 years old. The system is no longer produced. The Applicant states that this is making it hard for a service maintenance plan to be put into place and ensure a working system for vulnerable adults. The Applicant states that if this goes wrong, it could be a threat to life.
15. The Applicant has provided in the bundle copies of their section 20 notice of intention in respect of the works to the Respondents dated 11 April 2025 and copies of a further letter to the Respondents dated 28 May 2025 which set out that the Applicant was finding it challenging to obtain a second quotation from contractors to match the quotation provided by Appello but that this has proven challenging as many companies are either unable to offer a like-for-like service or are proposing alternative solutions which are equally not ruled out.
16. The Applicant has provided in the bundle a copy of a quotation from Appello dated 11 February 2026 for the proposed work for £33,238.93 exclusive of VAT. In the copy letters to the Respondents contained in the bundle dated 30 April 2026, the Applicant states that including management fees of the project, the estimated total cost of the works will be £42,310.71 inclusive of VAT.

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. The tribunal has not received any response or statement of case opposing the application, or comments on the Applicant's statements in the application form. 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 are 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: 5 June 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).