



**PROPERTY CHAMBER, RESIDENTIAL PROPERTY
FIRST-TIER TRIBUNAL**

Case Reference: BIR/41UJ/LDC/2025/0027

Property : Queens Court, West Avenue, Penkhull, Stoke on Trent ST4 7EX

Applicant: Danecarr Limited

Representative: Premier Estates Limited (Ms Amy Bould)

Respondents: The leaseholders of Queens Court – see Schedule One

Type of Application: An application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation of the consultation requirements in respect of qualifying works

Tribunal Member: Tribunal Judge Anthony Verduyn; Tribunal Member, Mr Robert Chumley-Roberts MCIEH, JP

Date of Directions: 4th November 2025

Date of Decision: 20th February 2026

DECISION

1. The Applicant Freeholder applied to the Tribunal on 25th July 2025 and seeks dispensation from all or some of the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 (“**the Act**”).

RELEVANT LAW

2. Section 20 of the Act, as amended by the Commonhold and Leasehold Reform Act 2002, sets out the procedures landlords must follow which are particularised, collectively, in the Service Charges (Consultation Requirements) (England) Regulations 2003. In their parts relevant to this matter, there is a statutory

maximum that a lessee has to pay by way of a contribution to “qualifying works” (defined under section 20ZA (2) as works to a building or any other premises) unless the consultation requirements have been met. Under the Regulations, section 20 applies to qualifying works which result in a service charge contribution by an individual tenant in excess of £250.00.

3. In considering this matter, the Tribunal has regard to the decision of the Supreme Court in Daejan Investments Ltd v Benson and others [2013] UKSC 14; [2013] 1 WLR 854 and the guidance to the Tribunal that in considering dispensation requests, it should focus on whether tenants (i.e. the Respondent leaseholders in this matter) are prejudiced by the lack of section 20 consultation.
4. Further, in Daejan Investments Ltd v Benson it was made clear that where the tribunal was considering prejudice, the legal burden of proof was on the landlord, but the factual burden of identifying some relevant prejudice fell on the tenants. The approach is explained at [40]-[45]:

“[40] Section 20ZA(1) gives little specific guidance as to how [the Tribunal] is to exercise its jurisdiction “to dispense with all or any of the [Requirements]” in a particular case. The only express stipulation is that [the Tribunal] must be “satisfied that it is reasonable” to do so ...

[42] ... I turn to consider section 20ZA(1) in its statutory context. It seems clear that sections 19 to 20ZA are directed towards ensuring that tenants of flats are not required (i) to pay for unnecessary services or services which are provided to a defective standard, and (ii) to pay more than they should for services which are necessary and are provided to an acceptable standard. The former purpose is encapsulated in section 19(1)(b) and the latter in section 19(1)(a). The following two sections, namely sections 20 and 20ZA appear to me to be intended to reinforce, and to give practical effect to, those two purposes. This view is confirmed by the titles to those two sections, which echo the title of section 19.

[43] Thus, the obligation to consult the tenants in advance about proposed works goes to the issue of the appropriateness of those works, and the obligations to obtain more than one estimate and to consult about them go to both the quality and the cost of the proposed works ...

[44] ... 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.

[45] Thus, in a case where it was common ground that the extent, quality and cost of the works were in no way affected by the landlord's failure to comply with the Requirements, I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be – i.e. as if the Requirements had been complied with.”

THE ISSUE

5. The only issue for the Tribunal to determine under this application is whether or not it is reasonable to dispense with the statutory consultation requirements for qualifying works. This application does not concern the issue of whether any service charge costs will be reasonable or payable.

THE APPLICANT'S APPLICATION

6. Queens Court consists of three separate blocks (Victoria House, Elizabeth House and Catherine House), comprising flats distributed over 3 or 4 storeys. Construction is cavity wall with brick facing, and multi-pitched concrete tile roofing, with masonry parapet detail finish and concrete coping stones. The residential units are subject to long leases in similar terms, and subject to service charge liabilities.

7. The justification for the application provided by the Applicant is as follows:

"In mid March 2025 (Not sure on specific date) a gable parapet to the rear of the Elizabeth House building fell due to poor design of excessively large and heavy coping stones. Due to this unforeseen event, we instructed the removal of the brickworks and have urgently completed the repair works to ensure resident safety and structural integrity. A structural survey of all parapets on all blocks was then completed by Earl Kendrick as a matter of urgency to establish any other areas of concern.

"The survey concluded that there were defects to all parapets of varying degrees of severity and Heras fencing has been in place as recommended as a H&S precaution by Earl Kendrick since the report was issued. The full repairs to the fallen gable parapet have now been completed have exceeded the threshold of an S20 consultation, with further works yet to be undertaken. We are currently in liaison with Earl Kendrick and have requested a schedule of work to complete the remaining parapet repairs on a priority basis."

8. It was also said in the application:

"We seek dispensation due to the reasons given above. The Gable parapet falling was an unforeseen event, but the work to repair could not be delayed due to health & safety fears and the possibility of further parapet falling during the consultation. Would again, be a threat to resident safety."

9. In directions, the Applicant was required to serve the application, directions and essential documents (including in particular, copy survey and invoices) on the leaseholders by 28th November 2025. A proforma response was included. Any response from the leaseholders was to be received by the Tribunal no later than 19th December 2025, consent or reasoned objection. This direction carried a warning:

"If you fail to return the form, the Tribunal will assume you do not oppose the dispensation application."

10. Whereas the Applicant complied with the Directions, there was no response from the leaseholders, either collectively or individually. Whilst the Tribunal may assume that the leaseholders do not oppose the dispensation, accordingly, the Tribunal has proceeded to consider the merits of the application in the light of the statutory regime and the guidance of the Supreme Court in Daejan Investments Ltd v Benson. The Tribunal has not simply “rubber stamped” an apparently unopposed application.

THE DOCUMENTATION

11. The Tribunal received a bundle comprising and detailing the following:

- (i) A letter from the Applicant to the leaseholders dated 18th November 2025 and summarising the application (“The length of the consultation process is 4-5 months and due to the urgent nature of the work, it was agreed to proceed with the project to rebuild the collapsed parapet.”) and appending the Directions from the Tribunal;
- (ii) The “Defect Advisory Report” from Earl Kendrick Project & Building Consultancy (“**EK**”), dated 23rd May 2025, produced by Rachel Fitchett MSC (who surveyed the property on 14th May 2025) and internally reviewed by Sam Wadsworth MRICS (“**the Report**”). In summary, the report discloses that cracking was consistent across the three blocks comprising Queens Court. This likely indicated a common cause, and required an immediate comprehensive remedial plan from a structural engineer, with security fencing pending such works.
- (iii) The report makes clear that cracking was detected on or about 30th July 2024 when there was a drone inspection of the roof at Elizabeth House. Protecting fencing was erected at that point. On 26th January 2025 part of that same parapet became dislodged and fell. Thomasons were engaged to provide structural engineering advice, but only in respect of that parapet:

“The rotation of the corbel has likely been caused by the slippage of the coping stones downwards along the slope of the roof and the additional weight imposed to the head of the corbel has resulted in an outwards thrust. The magnitude of thrust experienced to the head of the cantilevering corbel has caused the corbel to pull away from the main elevation. The overstraining within the corbel has resulted in cracking of the masonry.”

EK was then retained to advise on all parapets, finding also open joints to coping stones and spalling to the parapet brickwork, additional to the parapet cracking (detailed in an annotated photographic survey). A comprehensive programme of external repair was recommended; a structural engineer providing a detailed strategy for all blocks. Secure fencing was needed in the interim.

- (iv) A brief Statement of Case also supported the application. The Applicant asserted that there was no prejudice to leaseholders from non-compliance with the usual requirements of consultation. The Applicant states it engaged with the leaseholders, and continues to be willing to respond to any queries. Any question of reasonableness of costs incurred can still be raised.
- (v) It also appears that a letter was issued to leaseholders on 6th May 2025 in advance of the application to the Tribunal, but no copy was provided to the Tribunal.
- (vi) A bundle of invoices was supplied totalling £20,877.5 plus VAT of £4,175.50, giving £25.053 (albeit three invoiced sums from EK dated 19 August 2024, 27th September 2024 and 21st January 2025, totalling £2,175 plus VAT, are not absolutely clear in their link to the urgent works).

DISCUSSION AND DECISION

12. If dispensation is not granted then a statutory limit of £250 per flat would apply, and the sum of £12,000 would be recoverable. With full dispensation the figures would be £25,053 and £521.94 per unit.
13. There are, however, no objections received by the Tribunal from leaseholders, nor any obvious prejudice to them from the information available; for example, arising from the invoices. Absent any established prejudice to leaseholders, the Applicant contends that it is appropriate to dispense with consultation, applying section 20ZA.
14. The Tribunal notes the Supreme Court's decision in Daejan Investments Ltd v Benson and Others, as detailed above, and accepts that absent any identifiable prejudice, then dispensation should follow. It has clearly been necessary to carry out the works to the parapets, and to do so with urgency. Delay could lead to further collapse, potential injury to people or property, and the continuing of costs of contingency measures. There is no evidence of prejudice being suffered by the leaseholders. The Tribunal therefore agrees to grant dispensation unconditionally. It is noted that the dispensation does not affect the leaseholders' ability to challenge the service charges under Section 27A of the Act, whether any service charge costs will be reasonable or payable.

Tribunal Judge Anthony Verduyn

20th February 2026