



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

Case reference	:	CAM/00MX/LDC/2026/0031
Property	:	South Park Court, 4 South Park, Gerrards Cross, SL9 8HG
Applicant	:	Oak End Practice Limited
Representative	:	Alba Management Services
Respondent	:	All leaseholders of dwellings at the Property (including any of their sub tenants of any such dwelling) who are liable to contribute to the cost of the relevant works
Representative	:	None
Type of application	:	Application under section 20ZA of the Landlord and Tenant Act 1985 (the 1985 Act)
Tribunal	:	Judge Wendy Banks
Date of decision	:	23 June 2026

DECISION

Decision

- (1) The Tribunal grants the Applicant retrospective dispensation from the statutory consultation requirements under section 20 of the 1985 Act, in respect of the qualifying works referred to below.
- (2) The Applicant shall be responsible for serving a copy of this decision on all of the Lessees.

- (3) In granting dispensation, the Tribunal makes no determination as to whether any service charge costs are reasonable or payable under section 27A of the 1985 Act.

Reasons

Background

1. The Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985, as amended (“the 1985 Act”) for retrospective dispensation of consultation requirements in respect of certain “qualifying works” (within the meaning of section 20ZA).
2. The Applicant is the freeholder of South Park Court, 4 South Park, Gerrards Cross, SL9 8HG (“the Property”), being 9 flats and two commercial units to the ground floor, at least one of which is a dental practice being managed by the Applicant. The building was constructed in the 1960s.
3. On 04 November 2025, the Management Company, Alba Management Services, served a s.20 Notice on the Leaseholders stating that they were instructed to commence the section 20 consultation for resurfacing the courtyard area in front of the dental practice, rebuilding the existing steps and installation of ramps to improve accessibility and repairing the surface water drainage.
4. The Respondents are the leaseholders of the flats in the Property who are potentially responsible for the cost of the repair works under the terms of their lease.
5. By virtue of sections 20 and 20ZA of the 1985 Act, any relevant contributions of the Respondents through the service charge towards the cost of these works would be limited to a fixed sum, currently £250, unless the statutory consultation requirements prescribed by the Service Charges (Consultation Requirements) (England) Regulations 2003 were either complied with or dispensed with by the Tribunal. In this application, the only issue is whether it is reasonable to dispense with the consultation requirements.
6. **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 the lease.**

The relevant law

7. Section 20ZA(1) of the 1985 Act states:

“Where an application is made to a Leasehold Valuation 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.”

8. In considering reasonableness, the Tribunal has considered the extent to which the Lessees would be prejudiced if the consultation requirements were dispensed with.
9. The Supreme Court provided guidance to the Tribunal on the application of section 20ZA(1) of the 1985 Act in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14. The principles can be summarised as follows:
 1. The main question for the Tribunal when considering how to exercise its jurisdiction in accordance with section 20ZA is whether there is real prejudice to the tenants flowing from the landlord's breach of the consultation requirements.
 2. The financial consequence to the landlord of not granting a dispensation is not a relevant factor. The nature of the landlord is not a relevant factor.
 3. Dispensation should not be refused solely because the landlord seriously breached, or departed from, the consultation requirements.
 4. The Tribunal has power to grant a dispensation as it thinks fit, provided that any terms are appropriate.
 5. The Tribunal has power to impose a condition that the landlord pays the tenants' reasonable costs, including surveyor and/or legal fees, incurred in connection with the landlord's application under section 20ZA(1).
 6. The legal burden of proof in relation to dispensation applications is on the landlord. The factual burden of identifying any "relevant" prejudice that they would or might have suffered is on the tenants.
 7. The court considered that "relevant" prejudice should be given a narrow definition. It means whether non-compliance with the consultation requirements caused the landlord to incur costs in an unreasonable amount, or to incur costs in providing services or carrying out works which fell below a reasonable standard.
 8. The more serious and/or deliberate the landlord's failure, the more readily a Tribunal would be likely to accept that the tenants had suffered prejudice.
 9. Once the tenants have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
10. The Tribunal has therefore applied the statutory provisions in accordance with the approach taken in *Daejan*.

11. The matter has been determined on the papers. Neither party requested an oral hearing.

Representations – The Applicant

12. The Applicant provided a bundle including various relevant documents such as a sample lease. The bundle also included a reply to the Response. The Respondents made the point that there were no directions allowing for any further evidence from A and then also provided their response. I did review both responses but found neither to be of any assistance.
13. The Applicant's description of the qualifying works, as set out in the section 20 consultation letter is as follows:

"Re-surfacing the courtyard area in front of the dental practice, re-building the existing steps and installation of ramps to improve accessibility and repairing the surface water drainage system.

14. They set out that the work is required to ensure this area of high pedestrian traffic is well maintained, safe and accessible, and to minimise the risk of accidents upon the property.
15. They continue that the work is necessary to comply with the landlord's repairing obligations within the lease. The Third Schedule, Part I of the lease, details the repairing obligations as follows, *"to keep and maintain in good and tenantable repair make up clean redecorate renew cultivate and maintain as appropriate"* and the specific clauses of The Third Schedule, 1.3 *"the garage courtyards roads accessways ... for the time being forming part of South Park Court"* and The Third Schedule, 1.5, *"any other buildings open spaces gardens and lawns which may comprise part of South Park Court."*
16. The Applicant has provided a Health & Safety Risk Assessment completed by Tom Dawson MIRPM, AssocRICS on 29 January 2026 who identified at p5 of his report that

"the paved area outside the dental surgery is in a poor state of repair and requires significant improvement to bring it up to a safe standard. The area is an unrestricted pedestrian thoroughfare from Oak End Way to South Park Court, and is also the access way for the dental surgery. The paving flags are uneven, loose and several are cracked. The two sets of steps in this area are in similarly poor condition, with the slabs noticeable loose underfoot when stood on. Due to the combination of the high footfall and the area's poor state of repair, there is a significant risk of accidents arising, and attempts to mitigate this should be implemented as a high priority.

In other areas surrounding the property there are some isolated cracked and sunken paving flags. These are situated primarily in the area to the left hand side of the front entrance to the flats. These areas should also be repaired, but as the area in question is not an access way, and has

limited footfall, the risk, and therefore urgency of repairs is lower than the area outside the dentist.”

17. The Applicant also provided a Health & Safety Incident Log which they state shows a number of trips/falls within the identified area between 2023 and 2026

Representations – The Lessees

18. The Tribunal received a joint witness statement from Hugh Dignum and Vivienne Dignum, the leaseholders of Flat 1. They object to the application for dispensation. In summary, they say that the works were not properly consulted upon before they were approved or commenced; that the proposed scheme goes beyond repair or maintenance and includes improvements, including ramps and altered access arrangements, that the works were principally for the benefit of the dental practice; and that residential leaseholders should not be required to contribute to works which they say are primarily commercial in character. They also challenge the scope and cost of the works, question whether all of the proposed works fall within the service charge provisions of the lease, and contend that the leaseholders have been prejudiced by the absence of a proper opportunity to make observations, obtain alternative quotations or challenge the specification before the works were progressed.
19. The statement appended a number of letters from other Leaseholders confirming they had read the statement and agree with the contents. The Leaseholders of flats numbers 5, 7, 8 and 9 also object to the application for the reasons set out above.
20. I had sight of the emails from Pam Greenfield to Alba referred to in the above witness statement and also emails from Peter Fitzpatrick also to Alba. In particular, I have seen emails dated 2 March 2026 from Peter Fitzpatrick to and from Pam Greenfield, copied to Alba, which state that the estimates were insufficient, that there was a significant disparity between the amounts quoted, and that leaseholders needed to see detailed estimates for comparison
21. I have also been provided with a copy of the works quotation from RDB Group dated 10 December 2025. It gives a description of the works and provides a quotation of £34,200 inclusive of VAT, but it does not provide an itemised breakdown of the cost
22. I have also been provided with a copy of the quotation from Ladbrook Home Improvements. It gives a description of the works at a cost of £12,346, but does not provide an itemised breakdown of the cost. The quotation is in the form of an email and is not on letterhead paper.

Determination

23. As set out above, the Tribunal may grant dispensation “...if satisfied that it is reasonable to dispense with the requirements”.
24. In making its decision the Tribunal has regard to the extent to which any real prejudice has arisen to the Lessees as a result of non-compliance with the consultation requirements.
25. It is not for the Tribunal on this application to determine whether the costs of the works are recoverable as service charges or, if so, whether they are payable under the lease.
26. The distinction was explained by Judge Cooke in *Michael Wynne v Rodger Yates (1) Lawrence Livingston (2)* [2021] UKUT 0278 (LC) at paras 7-10 :
 7. “Following the Supreme Court’s decision in *Daejan Investments Ltd v Benson* [2013] UKSC 14, dispensation will normally be given unless the tenant can show that they have been prejudiced by the failure to consult. A tenant might be able to demonstrate that prejudice by showing for example that consultation would have enabled them to suggest a cheaper contractor or a better way of doing the work. The loss of an opportunity to participate in the consultation process is not a relevant prejudice, nor is the “prejudice” of having to pay for the work.
 8. Although both the reasonableness requirement and the consultation requirement are imposed on landlords in order to protect tenants, they are not the same. The fact that a landlord has consulted on works by sharing estimates and so on, and chosen a contractor in the light of their estimate, does not mean that the cost of the work will be reasonable and does not prevent the tenant from challenging the corresponding service charge on grounds of unreasonableness. Nor does it mean that nothing will go wrong and that an estimate will never be exceeded. An estimate is an estimate; if it is exceeded, that does not of itself make the cost unreasonable.
 9. What the two requirements do have in common is that in order to use them as a basis of challenge a tenant has to engage with some evidence. A tenant will not be able to resist a landlord’s application for a dispensation from the consultation requirement unless he or she can demonstrate some prejudice, beyond the simple fact of not having been consulted or of having had to contribute to the cost of the works. As Lord Neuberger put it at paragraph 68 of *Daejan Investments Limited v Benson*: “while the legal burden of proof [of entitlement to a dispensation] would be, and would remain throughout, on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered would be on the tenants.”
 10. So the tenant must demonstrate some prejudice arising from the failure to consult; it is not for the landlord to demonstrate, in the

absence of any evidence of prejudice, that the tenants were not prejudiced.”

27. In this case, I do not find that the Respondents have established relevant prejudice arising from the failure to complete the consultation process. Their objection identifies the absence of a proper opportunity to comment on the specification and estimates, and the disparity between the two quotations. However, the loss of the opportunity to participate in the consultation process is not, of itself, relevant prejudice for the purposes of section 20ZA. The Respondents have not provided evidence that, had consultation been completed, there was a realistic possibility that they could have suggested a more efficient, quicker or more economical way of carrying out the works. Nor have they provided evidence that the works were carried out to an unreasonable standard. The contractor instructed by the Applicant had provided the lower of the two quotations.
28. The Tribunal consequently grants retrospective dispensation from the remaining consultation requirements of section 20 of the Landlord and Tenant Act 1985.
29. In granting dispensation, the Tribunal makes no determination as to whether any of the resultant service charge costs are reasonable or payable. The Applicant shall comply with the requirements set out under the section headed “Decision” above.

Name: Judge Wendy Banks

Date: 23 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).