



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

Case Reference : **MAN/00BU/LDC/2025/0700**

Property : **FLATS 1-4, 105 NORWOOD ROAD, STRETFORD,
MANCHESTER**

Applicant : **BE ONE HOMES**

Respondents : **THE LONG LEASEHOLDERS OF DWELLINGS IN
THE PROPERTY**

Type of Application : **Dispensation from consultation provisions,
section 20ZA Landlord and Tenant Act 1985**

Tribunal Members : **Tribunal Judge A Davies
Tribunal Member J Elliott MRICS**

Date of Decision : **25th June 2026**

DECISION

1. The consultation requirements under section 20 of the Landlord and Tenant Act 1985 are dispensed with in relation to the roofing work at the Property undertaken by Butler Roofing Ltd pursuant to its estimate dated 28 November 2025.
2. The Applicant shall issue this decision to the Respondents.

REASONS

1. 105 Norwood Road, Stretford is a purpose built block of 4 flats dating from 2008. The flats are let to the Respondents on long leases.

2. Clause 5 of the lease contains covenants on the part of the Landlord (now the Applicant) to insure the building (clause 5.2), and at clause 5.3 to “*maintain repair redecorate renew and (in the event in the landlord’s reasonable opinion such works are required) improve:- the roof foundations and main structure of the Building....*”
3. Clauses 7.2 and 7.5.1 of the lease provide that each leaseholder shall contribute by way of service charge one quarter of “*the costs of and incidental to the performance of the Landlord’s covenants contained in Clauses 5.2 5.3 and 5.4*” among other costs.
4. A leak in the roof above flat 3 occurred on or about 14 November 2025. Following inspection of the roof on 28 November 2025 urgent repair works were arranged at an estimated cost of £3433.50, or £858.38 per leaseholder. The leaseholders were informed of the intended work and estimated cost by letter dated 3 December 2025 but no formal consultation took place.

THE LAW

5. Section 20 of the Landlord and Tenant Act 1985 (“LTA 1985”) and regulations made under that section set out a detailed consultation procedure to be followed by property managers who intend to carry out work to a property at the expense of the leaseholders, where any leaseholder may be expected to have to contribute more than £250 to the overall cost. If the consultation procedure is not followed, each leaseholder’s contribution to the cost is limited to £250.
6. Section 20ZA, LTA 1985, permits a manager to apply to the Tribunal for dispensation from the consultation requirement. The leading case on the application of section 20ZA is *Daejan Investments v Benson* [2013] UKSC 14, in which Lord Neuberger, in summary, said that the tribunal should focus on the extent, if any, to which the tenants were prejudiced in either paying for inappropriate works or paying more than would be appropriate as a result of the failure by the landlord to comply with the regulations. He described such prejudice (at paragraph 65 of his judgement) as a disadvantage “*which they would not have suffered if the requirements had been fully complied with, but which they will suffer if an unconditional dispensation were granted*”. It is for the leaseholders to show that they have been prejudiced, and it “*does not appear onerous to suggest*

that the tenants have an obligation to identify what they would have said [by way of representations in response to a section 20 consultation], given that their complaint is that they have been deprived of the opportunity to say it” (at paragraph 69 of the judgement).

THE APPLICATION

7. The Applicant applies to the tribunal for dispensation from the consultation provisions of the LTA 1985 on the ground that such consultation takes approximately 3 to 4 months to complete, and repair work to the roof was urgently required. Damage was being caused to the interior of flat 3, and as the leak became apparent at the beginning of winter, it was feared that considerably more damage and consequent expense would be incurred in the event of a delay in starting the work in order to allow for the statutory consultation.
8. The Applicants instructed a roofing company which was one of the contractors with whom the Applicant had entered into a long-term agreement to provide capital improvement works and day to day repairs to its housing stock.

RESPONDENT’S VIEWS

9. The tribunal has received no representations or objections from the Respondents in response to the application. The Applicant has supplied copies of email correspondence with one of the Respondents, Ms Robinson, who was objecting to the cost of repairs to the roof being included in the leaseholders’ service charge. She has not, however, objected to dispensation from consultation. To the contrary, she was anxious that the repair work be completed without any delay.
10. This determination does not prevent a leaseholder from applying under section 27A of the 1985 Act for a further determination of the tribunal as to the reasonableness of the cost incurred by the landlord or as to whether the leaseholders are liable under the terms of the lease to contribute to the cost.

CONCLUSION

11. The tribunal has no reason to believe that the work was either inappropriate or undertaken at an unreasonable cost. The Respondents have not been prejudiced and

it follows that dispensation from the consultation provisions is granted unconditionally in relation to these roofing works.