



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00BY/LDC/2026/0020

Property : The Atrium, 141 London Road, Liverpool L3 8JA

Applicants : Atrium Flat Management Company Ltd

Representative : Central Property Management (Liverpool) Ltd

Respondents : The Residential Long Leaseholders

Type of Application : Landlord & Tenant Act 1985 – Section 20ZA – Dispensation of Consultation Requirements

Tribunal Members : Judge J Stringer
Mr J Elliott, MRICS, Valuer Member
Mrs H Clayton, Lay Member

Date of Decision : 26th June 2026

DECISION

1. The requirement to consult with the respondents in accordance with section 20 of the Landlord and Tenant Act 1985 is dispensed with, pursuant to section 20ZA Landlord and Tenant Act 1985, in respect of the remedial works to the balcony of Apartment 24 of the property, specifically, those works identified in the quotation from GAP Roofing Services Limited dated 16th January 2026, submitted with the application (“the Works”).

REASONS

Preliminary Matters

1. This application is made for dispensation from the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 ('the Act').
2. The only issue for the Tribunal to consider is whether or not it is reasonable to dispense with the consultation requirements.
3. The Applicant in the application notice agreed to the appeal being considered on the papers without an oral hearing. There has been no objection to the application being dealt with on the papers from the Respondents. Having reviewed the written evidence and noted the Applicant's consent, and the absence of any objection from the Respondents, the Tribunal concluded pursuant to Rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that it is able to decide the matter without a hearing.
4. In accordance with the *'Practice Direction from the Senior President of Tribunals: Reasons for decisions'*, this decision refers only to the main issues and evidence in dispute, and how those issues essential to the Tribunal's conclusions have been resolved.

Background to the application

5. The Applicant is the management company for the Property and has applied pursuant to section 20ZA of the Landlord and Tenant Act 1985 (LTA 1985), and by way of an application notice dated 10th February 2026, for dispensation of consultation requirements provided for by section 20 LTA 1985. The application is in respect of remedial works to the balcony of Apartment 24 of the Property.

6. The Property is described in the application as a purpose-built block of flats constructed in approximately 2008, comprising 26 residential apartment and a commercial unit.
7. The Respondents to the application are the long leaseholders of the Property, and are liable for service charges pursuant to the long leases. Details of the long leaseholders are set out in a Schedule to the application.
8. A sample lease has been submitted (the lease for Apartment 24a at The Atrium, 139A-143 London Road, Liverpool L3 3JA) that sets out the parties' respective obligations in respect of repairs and service charge liabilities.
9. The Applicant, in its Statement of Case, seeks dispensation on the following basis – *“In December 2025, a significant water ingress event occurred affecting multiple residential units, communal areas and the ground floor commercial premises. Investigations identified that the balcony serving apartment 24 had been constructed incorrectly, with tiles laid directly onto chipboard and no waterproof membrane installed...The works required involved full removal of the defective balcony surface and installation of a new waterproofing system...The works were urgent due to: active water ingress into multiple parts of the building; risk of damage to multiple leasehold properties and commercial premises; health and safety concerns arising from water penetration. If the works had been delayed to allow full Section 20 consultation (approximately 90 days), further significant damage would have occurred to the structure and internal parts of the building... A Section 20 Notice of Intention was issued to leaseholders on 28 January 2026. However, due to the severity and urgency of the issue, it was not possible to complete the full statutory consultation process before works needed to proceed...The Applicant obtained multiple contractor quotations for the works. Contractor 1 (GAP Roofing Services Ltd): £12,500 + VAT; Contractor 2 (Bury Roofing): £13,400 + VAT. Both quotations relate to substantially the same scope of works involving full removal of defective materials and installation of a waterproofing system. Due to the urgent nature of it was no the situation, it was not reasonably practicable to carry out a full tender process...Due to the*

emergency nature of the situation, the works were carried out to prevent further damage to the building. A post-works report confirms that the works have been completed to a satisfactory standard...The Applicant submits that leaseholders have not suffered prejudice because: the works were necessary and urgent; competitive quotations were obtained; costs are supported by contractor evidence; the works prevented further and more extensive damage; leaseholders were notified via a Section 20 Notice.”.

Issues

10. The following issues were identified for determination by the Tribunal:
 - a. Should the Tribunal permit the statutory consultation requirements under section 20 LTA 1985 in relation to the Works to be dispensed with in accordance with section 20ZA LTA 1985?

The Law

11. Extracts from sections 20 and 20ZA of the Act are reproduced in Schedule 1, below. Section 20ZA subsection (1) provides that the tribunal may make a determination to dispense with consultation requirements “*if satisfied that it is reasonable to dispense with the requirements*”.
12. The Tribunal has had regard to the guidance on dispensation given by the Supreme Court in *Daejan Investments Limited v Benson and Others* [2013] UKSC 14 (*‘Daejan’*), in particular, that in deciding pursuant to section 20ZA whether it is reasonable to dispense with consultation requirements, a Tribunal should consider whether any relevant prejudice would be suffered by the leaseholders.
13. The Tribunal note that whilst the legal burden of proof rests throughout on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered rested on the tenants, and that a Tribunal is permitted, subject to evidence, to grant dispensation on terms, including compensating leaseholders for any prejudice suffered by requiring a landlord

to reduce the amount claimed as service charge, and including an order for costs.

Evidence

14. The material/evidence submitted by the Applicant is:

a. From the Applicant:

- i. The application dated 10th February 2026;
- ii. Statement of Case dated 14th April 2026;
- iii. Section 20 Notice dated 28th January 2026;
- iv. Contractor quotation – GAP Roofing Services Limited dated 16th January 2026;
- v. Contractor quotation – Bury Roofing Limited dated 6th February 2026;
- vi. Post-works report - GAP Roofing Services Limited;
- vii. Email from Applicant to Elizabeth Wright dated 22nd April 2026;
- viii. Evidence of service of the application and supporting documents.

b. From the Respondents:

- i. Email from Elizabeth Wright, Leaseholder, Flat 6 dated 20th April 2026 – “Response to Application for Dispensation under Section 20ZA”.

15. The Tribunal has carefully considered all the available written evidence.

Relevant Evidence and the Tribunal’s Conclusions on the Issues

16. The email from Miss Wright dated 20th April 2026 acknowledges that “*that urgent works were required in December 2025 to address water ingress affecting the building.*”, but that “*the Applicant’s correspondence at that time indicates that the cause of the issue was identified and that emergency repairs were carried out to stabilise the situation, with no further water ingress reported thereafter. The subsequent works, including the replacement of the balcony structure, appear to have been planned remedial works. This is*

reflected in the Section 20 Notice of Intention issued on 28 January 2026, which set out a consultation process for major works to be undertaken. In those circumstances, it is not clear that the later works required such urgency that the statutory consultation process could not reasonably have been completed.”, and goes on to state: “As a result of the consultation process not being completed, leaseholders were not able to: Review and compare contractor estimates; Make informed observations on the proposed costs; Participate meaningfully in the decision-making process.”

17. The Applicant's evidence (by way of the email in response dated 22nd April 2026) is that the *“initial emergency measures were undertaken in December 2025 to address the immediate water ingress, these works were temporary in nature and did not resolve the underlying defect. The balcony structure remained inherently defective, having been constructed without an appropriate waterproofing system, and therefore continued to present an ongoing risk of further water ingress and damage to multiple parts of the building. In these circumstances, the subsequent works were not simply planned improvements, but necessary remedial works to address a continuing structural defect. It was not considered reasonable to delay these works for the duration of the full statutory consultation process (which can take approximately 90 days), given the risk of further damage to residential units, communal areas, and the commercial premises. We did commence the Section 20 consultation process by issuing a Notice of Intention on 28 January 2026. However, due to the nature of the defect and the ongoing risk, it was not reasonably practicable to complete the full consultation process before proceeding with the works.”*, and further, *“in terms of leaseholder involvement and potential prejudice...we took steps to mitigate any potential impact by obtaining multiple contractor quotations for the works. These quotations were consistent in scope and cost, supporting that the works were competitively priced and reasonably incurred.”*, and notice of the proposed works was given by way of the Section 20 Notice (as referred to in the Statement of Case, see paragraph 9, above).

18. The Tribunal is satisfied that: a) the initial works carried out were emergency works and that further work was required to address the underlying defect, because there is no contrary evidence to that provided by the Applicant, that evidence is consistent with the information given to the leaseholders in the section 20 notice dated 28th January 2026 and with the nature of the work identified in the section 20 notice and the quotations and post works report; b) given the nature of the works identified in the section 20 notice and contractor quotations the likely hazards were those identified in the Applicant's Statement of Case, and the further Works were required to be undertaken urgently; c) any potential prejudice to the Respondents is likely to have been mitigated by the measures identified by the Applicant in the email on 22nd April 2026 and the Statement of Case.

19. Moreover, the Tribunal is not satisfied that Miss Wright has evidenced any prejudice to her or any other leaseholder – the matters she identifies as prejudice are matters potentially giving rise to prejudice; actual prejudice has not been evidenced (for example, by a quotation from an alternative contractor at a lower price than that contracted for, or evidence in some form that the scope of the Works was greater than that reasonably required to address the defect). The evidence submitted by the Applicant indicate the Works were undertaken on a date between the application itself being submitted (on or around 10th February 2026) and the Applicant's Statement of Case (dated 14th April 2026), and that some time was therefore afforded to the Respondents to obtain (for example) an alternative quotation or evidence. There is no evidence of alternative quotations or specifications being sought or obtained at any time.

20. Accordingly, the Tribunal finds that there is no relevant prejudice to any of the Respondents as a consequence of the Applicant proceeding with the Works without first fully completing the section 20 consultation.

21. The Respondents have made no representation as to any condition the Tribunal might impose in granting dispensation, and there is no evidence of any cost being incurred by the Respondents that should appropriately be met by the Applicant.

22. In these circumstances, the Tribunal considers it reasonable to dispense with consultation requirements unconditionally.

23. Accordingly, the Tribunal makes a determination, under section 20ZA of the Act, to dispense with the requirement to consult with the Respondents under section 20 in relation to the Works, as detailed in the application.

24. The Tribunal makes no findings, and expresses no view, as to whether any costs associated with the Works for which dispensation has been granted are reasonable in amount, whether the works were necessary or of a reasonable standard, or whether the costs intended to be recovered by way of service charge are contractually payable under the tenancy agreements or are within the meaning of 'relevant costs reasonably incurred' in sections 19 and 27A of the Act. No such applications are currently before this Tribunal and the Tribunal's decision does not include or imply any determination of such matters.

J Stringer

Tribunal Judge

26th June 2026

Schedule 1

Extracts from legislation

Landlord and Tenant Act 1985

Section 20

(Subsections (1) and (2):)

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either -

- (a) complied with in relation to the works or agreement, or
- (b) dispensed with in relation to the works or agreement by (or on appeal from) a tribunal.

(2) In this section 'relevant contribution', in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works under the agreement.

Section 20ZA

(Subsection (1))

(1) Where an application is made to a 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.