



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

Case Reference : HAV/00HQ/LDC/2025/0740

Property : WestBrook Court, 472, Christchurch Road,
Bournemouth, BH1 4BD

Applicant : Chime Properties Ltd

Representative : Residential Management Group

Respondents : The leaseholders at Westbrook Court

Representative : None.

Type of Application : To dispense with the requirement to consult
lessees about major works pursuant to section
20ZA of the Landlord and Tenant Act 1985

Tribunal Members : Mr M E Williams FRICS
Mr A Hetherton MRICS IRRV (Hons)

Date of Decision : 16 July 2026

DECISION

The Decision

- 1. The Tribunal grants the application for dispensation under section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) from the statutory consultation requirements imposed on the landlord by section 20 of the 1985 Act in respect of the drainage works over later spring and summer 2025.**
- 2. The dispensation is granted subject to the following condition:**

The Applicant shall place a copy of this decision on its website (if any) within 7 days of receipt and shall maintain it there for at least 3 months, with a sufficiently prominent link on its home page. It should also be posted in a prominent position in the communal areas. In this way, any leaseholder who has not returned the reply form may view the Tribunal’s decision on dispensation and their appeal rights.

- 3. This dispensation does not affect the Tribunal’s jurisdiction upon any future application from the leaseholders to make a determination under section 27A of the 1985 Act, in respect of the reasonableness and/or cost(s) associated with the qualifying works.**

Background and the Application

4. The Applicant seeks a determination pursuant to section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) for dispensation from the statutory consultation requirements imposed on the landlord by section 20 of the 1985 Act in respect of the works detailed below.
5. The application is dated 20 October 2025.
6. The property is described as:

‘Westbrook Court is a detached, purpose-built residential block situated in Bournemouth, in the Southwest of England.

The building is believed to have been constructed and converted into flats between 1950 and 1966. It comprises 26 self-contained units arranged over three floors, including the ground floor. The flats are numbered from 1 to 27, with number 13 omitted.

The structure features blockwork construction, finished with painted render over brickwork. Internally, the walls are made of stud partitions with plasterboard and skim finish, while the floors and staircases are timber-based, covered with carpet. The building is topped with a pitched, tiled roof and does not include any balconies.

The external areas offer individual parking in the form of allocated bays available for residents to the front and side of the property. External bin stores are identified on site.

There are no trees or play areas on site.'

7. The Applicant provides a detailed description of the qualifying works, which states the following:

'23 May 2025, the Applicant was made aware there was issues with drainage to the front and side of the block over the driveway and parking bays.

28 May 2025, the Applicant instructed the site drainage contractor Shawyers to carry out a CCTV drainage survey.

30 May 2025, the Applicant wrote to the Leaseholders to advised that a series of works were being coordinated to address several site issues, including a drain survey.

03 June 2025, Shawyers submitted quotations for the remedial works. The cost for underground works, involving manhole replacements, pipework, and blockage removal, totalled £10,010.00 excluding VAT. In addition, the associated groundworks and driveway repairs were quoted at £5,460.00 excluding VAT.

As the total estimated costs exceeded the Section 20 threshold, the Applicant proceeded to obtain alternative quotations. The Applicant approached Xtra Maintenance (XM) to quote for the remedial works. The contractor advised that a site visit was necessary in order to carry out their own CCTV drainage survey. This would allow them to assess the condition of the area firsthand, verify the scope of the required works, and ensure the accuracy of their quotation.

13 June 2025, the Applicant instructed a 2nd survey to be carried out by XM.

17 June 2025, XM completed the survey and submitted a quote of £14,928.37 excluding VAT.

20 June 2025, the Applicant wrote to the Leaseholders to request they removed their cars from the premises to ensure the contractor could access the site and carry out the upcoming works without obstruction.

25 June 2025, the Applicant sent a Notice of Intention to the Leaseholders alerting them of his intention to carry out the emergency drainage works and extended an invitation for them to provide their comments and observations.

The Applicant considered the urgency for the works to be carried out urgently. The works were deemed urgent due to the collapse of a drainage pipe. Not only this failure posed a risk of further structural damage but also led to a rat infestation, creating serious health and safety concerns for

residents. Immediate action was necessary to prevent the situation from deteriorating further. This constituted the Applicant to break the nature of s20 consultation.

The Applicant appointed the contractor XM to carry out the remedial works, based on their competitive pricing.

26 June 2025, the Applicant wrote to the Leaseholders to advise them that the drainage works would start on 07 July and 2025 will take 6-8 days to complete.

07 July 2025, the works commenced.

The works included:

- Remove and dispose of existing IC covers from IC2 and IC3
- Supply and install new 25 tonne rated 600 x 450mm IC covers to IC2 and IC3
- Electronically track pipe to 2mtrs upstream from IC3 (Point A)
- Excavate from point A to 8mtrs upstream and expose pipework
- Remove and dispose of the existing pipe
- Lay new 150mm UPVC pipework, connecting to existing at Point A and to existing 8mtrs upstream Surround pipe with 10mm shingle
- Backfill, compact and reinstate using hot lay tarmac
- Front of Westbrook Court (in parking bays):
- Electronically track drain to 2mtrs downstream from IC4 (Point B)
- Excavate approx. 2mtrs downstream to IC4 and expose pipework
- Excavate from trench to soil vent pipe
- Cut of section of pipework and supply and install a new 450mm diameter UPVC IC at Point B and connect to existing pipework
- Lay new 110mm pipework from new IC to soil vent pipe Surround base of IC and pipework with 10mm shingle Backfill, compact and reinstate using hot lay tarmac.

18 July 2025, the works completed.

The Applicant did not receive any complaints from the leaseholders as the situation was handled in a timely manner

The Applicant recognises the core principles of financial burden and the magnitude of acting in the best interest of the building and leaseholders. We are satisfied for this application to stand alone and be represented as a whole on the condition that there are no objections from the Respondents. The Applicant reserves the right to submit a statement of case.

For the avoidance of doubt, the total sum for dispensation is £15,932.67 excluding VAT, which represents XM's initial survey at £950.00 excluding VAT (for 2 engineers to attend for a full day) and the drainage works at £14,982.67 excluding VAT. These costs are related and constitute one set of works.'

8. The Applicant sets out what consultation it has undertaken in its application stating:

‘20 June 2025, a letter was sent to the Leaseholders informing them that a contractor would be on site to carry out emergency drainage works and the Leaseholders were required to remove their cars for access. The letter invited the Leaseholders to get in touch if they had any queries.

25 June 2025, a Notice of Intention has been sent to the Leaseholders, alerting them to the need for the works and inviting them to submit any comments or observation.

26 June 2025, a letter was sent to the Leaseholders confirming the contractor's attendance date on site. The letter invited the Leaseholders to get in touch if they had any queries.

30 June 2025, a letter update was sent to the Leaseholders and invited them to get in touch if they had any concerns.

The leaseholders have also been supplied with a copy of this Application.’

9. The Applicant states the following as the reasons why it is seeking dispensation of all or any of the consultation requirements:

‘Our understanding of prejudice is that this would occur if the works resulted in an unreasonable financial cost to the leaseholder because the works:

- were unnecessary or inappropriate
- were carried out to an inappropriate standard
- have resulted in an unreasonable amount of costs

The works are necessary and urgent, as recommended by the drainage contractor, Shawyers.

The Applicant appointed the contractor Xtra Maintenance to complete the necessary works. Xtra Maintenance is a knowledgeable and reputable, who has submitted the most competitive tender. The Applicant is confident that the contractor has completed the works to a good standard and the costings were fair and reasonable.

The Applicant considered all the relevant factors and determined it is reasonable to break the full s20 consultation and carry out the works immediately. The Applicant acted within a reasonable conduct.

It is held that there was not any prejudice to the leaseholders, and that it is reasonable to dispense with the consultation requirements.’

10. The Tribunal gave Directions (‘the Directions’) on the 12 March 2026 listing the steps to be taken by the parties in preparation for the determination of the application.

11. The Directions, at paragraph 9, stated the Tribunal would determine the application on the papers without a hearing in accordance with Rule 31 of the Tribunal Procedure Rules 2013 unless a party objected in writing to the Tribunal within 14 days of the receipt of these Directions.
12. **The only issue for the Tribunal is whether or not it is reasonable for the Applicant to have dispensed with the statutory consultation requirements. This application is neither about the costs of the works carried out to date, nor is it about the costs of the works and whether they are recoverable from the leaseholders as service charges, nor the possible application or effect of the Building Safety Act 2022. The leaseholders have the right to make a separate application to the Tribunal under section 27A of the 1985 Act to determine the reasonableness of the costs, and their respective contributions payable through the service charge provisions in their leases.**

The Law

13. Section 20 of the 1985 Act and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease per 12 month period, the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum per annum unless the required consultation processes have been undertaken or the requirement has been dispensed with by the Tribunal. An application to the Tribunal may be made retrospectively.
14. The relevant section of the 1985 Act reads as follows:

S.20 ZA (1) Consultation requirements: supplementary
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.
15. In *Daejan Investments Limited v Benson and Others* [2013] UKSC 14, the Supreme Court set out certain principles relevant to section 20ZA. Lord Neuberger, having clarified that the purpose of sections 19 to 20ZA of the 1985 Act was to ensure that tenants are protected from paying for inappropriate works and paying more than would be appropriate, went on to state “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”.
16. Furthermore, and following *Daejan v Benson*, the Tribunal has power to grant dispensation on terms.

Consideration and Decision

17. The Tribunal first considered whether it felt able to decide this application reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers and given that the application remained unchallenged the Tribunal decided it could do so.
18. The Directions of 12 March 2026 state, at paragraph 13, 'The application shall stand as the Applicant's case'.
19. In its application, the Applicant states the case is appropriate to be dealt with without a hearing (a paper determination).
20. The Directions attached a reply form for the Respondents with a date for it to have been completed and to have been returned by to the Applicant to confirm whether the Respondents: (1) agreed with the application, or not; and (2) similarly agreed the Tribunal may decide the matter on the basis of written representations only (no hearing), or not.
21. The Directions include provisions in the event the Respondents oppose the application.
22. Thereafter the Directions give the date by which the Applicant is to confirm to the Tribunal that no objections have been received from the Respondents, if applicable, being 3 April 2026.
23. The Tribunal received a response from the leaseholders at 21 Westbrook Court agreeing to the application.
24. The Tribunal also received a response from the leaseholder at 18 Westbrook Court initially disagreeing with the application, this was subsequently clarified by email, dated 26 June 2026, in which the leaseholder stated that this was an error.
25. None of the other leaseholders responded.
26. Following the clarification above, the Applicant, by email dated 26 June 2026, confirmed to the Tribunal that they had received no objections.
27. The bundle includes a copy of the lease for 20 Westbrook 472/474 Christchurch Road Boscombe Bournemouth. The lease commences on 25 March 1988 for a term of 99 years.
28. Paragraph 19 of the Sixth Schedule of the lease states the following
 19. The Lessee shall:
 - (i) contribute and pay to the Lessor and keep the lessor indemnified against 5.6% of the costs and expenses mentioned in the Seventh Schedule hereto'
29. Paragraph 4 of the Seventh Schedule goes on to state:

‘The Lessor shall keep the Reserved Property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts...’

30. Clause 1(e) of the lease defines reserved property as:

‘(e) "The Reserved Property" means that part of the Property not included in the Flats being the property more particularly described in the Second Schedule hereto’

31. The Second Schedule includes the following:

‘The Reserved Property

FIRST ALL THAT the entrance drive garden and footpaths forming part of the Property and any other parts of the building forming part of the Property which are used in common by the owners or occupiers of any two or more of the Flats,

32. The reasons why dispensation from the consultation requirements of the 1985 Act is sought by the Applicant is that the total cost of the works exceeded the consultation threshold, but the Applicant has not gone through the formal consultation process as they felt the works were urgent due to them relating to a failing drainage system. These works have subsequently been completed and this application made.
33. The Applicant, on 25 June 2025, sent a Notice of Intention to leaseholders inviting them to submit comments and observations. Given the nature of the works the Applicant proceeded with instructing a contractor and notified leaseholders on 26 June 2025 by letter, they followed this up on 30 June 2025 with another letter both of which invited leaseholder to get in touch if they had any queries.
34. The Tribunal thanks the applicant for the detailed information supplied in the application. However, a plan of where the works took place would have assisted as there appears to be a shared driveway to a neighbouring property Brooklyn Court. The Tribunal has proceeded on the basis that the works did not take place on the shared driveway, rather they took place under the driveway area adjoining Hamilton road. Should this be incorrect the Applicant is to notify the Tribunal within 14 days of the date of this decision.
35. The Tribunal finds that nothing different would be done or achieved in the event of a full consultation with the Lessees, except for prolonged delay rather than dealing with the failing drainage system promptly.
36. The Tribunal finds that the Respondents have not suffered any prejudice by the failure of the Applicant to follow the full consultation process.
37. Taking all the above into consideration and no objections to the application having been received from the respondents, coupled with none of the same having asserted that any prejudice would be caused to them, the Tribunal

consequently finds that it is reasonable for the Applicant to have dispensed with the consultation requirements under the 1985 Act relating solely to the works described in paragraph 7 above.

38. Thus, the Tribunal grants the application from Chime Properties Ltd dated 20 October 2025 for dispensation under section 20ZA of the 1985 Act from the statutory consultation requirements imposed on the landlord by the same.
39. The dispensation is granted subject to the following condition:
40. The Applicant shall place a copy of this decision on its website (if any) within 7 days of receipt and shall maintain it there for at least 3 months, with a sufficiently prominent link to it on its home page. It should also be posted in a prominent position in the communal areas. In this way, any leaseholder who has not returned the reply form may view the Tribunal's decision on dispensation and their appeal rights.

RIGHTS OF APPEAL

41. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making a written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case. All communications must clearly state the Case Number and the address(s) of the premises.
42. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
43. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
44. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal and state the result the party making the application is seeking.