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

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| **Case Reference** | **:** | **CAM/38UC/LDC/2025/0647** |
| **Property** | **:** | **16-60 (Evens) Awgar Stone Road Headington Oxford OX3 7FD** |
| **Applicant** | **:** | **Long Term Reversions (Glastonbury) Ltd.** |
| **Representative** | **:** | **Warwick Estates Property Management (Agent)** |
| **Respondents** | **:** | **Leaseholders who may be liable to contribute at the Property** |
| **Representative** | **:** | **None** |
| **Landlord** | **:** | **Long Term Reversions (Glastonbury) Limited** |
| **Type of Application** | **:** | **S20ZA of the Landlord and Tenant Act 1985 - dispensation of consultation requirements** |
| **Tribunal** | **:** | **N. Martindale FRICS** |
| **Hearing Centre** | **:** | **First tier Tribunal (Property Chamber) Cambridge County Court, 197 East Road, Cambridge CB1 1BA** |
| **Date of Decision** | **:** | **17 November 2025** |

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**DECISION**

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## Decision

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works referred to.

2. At the date of application it was stated that construction work had not yet started. (Form Leasehold 5 Box 7). It was understood that the applicant's agent acting for the applicant, was able to recharge costs under the service charge provisions to all leaseholders in the Property.

## Background

3. The applicant appears to be the landlord and freeholder seeking, from the Tribunal under S20ZA of the Landlord and Tenant Act 1985 ("the Act") dispensation from all or any of the consultation requirements under S.20 of the Act, of leaseholders of related dwellings, who might be liable for service charge contributions arising from works.

4. It appeared to concern urgent works to apparently defective parts of the common areas of the roofs, including ridges and valleys, at the Property, for the benefit of the leasehold flats at the Property.

## Directions

5. Directions dated 6 October 2025 were issued without an oral hearing by Legal Officer Laura Lawless. They identified that the respondents were the leaseholders of the various dwellings – flats at the Property. The Directions provided for the Tribunal to determine the application on or after 17 November 2025, unless a party applied by 27 October 2025 for a hearing.

6. The applicant was to send to each of the leaseholders of the dwellings at the Property at least; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon, with a copy of the Directions.

7. The applicant was to file with the Tribunal a letter by 14 October 2025, confirming how and when it had been done.

8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 27 October 2025. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; all responses from leaseholders, a certificate of compliance referred to above; with two copies to the Tribunal and one to each respondent leaseholder.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.

10. The Tribunal determined the case on the bundle received from the applicant, only.

**Applicant's Case**

11. The application on Form Leasehold 5, dated 25 June 2025, at box 4 appears to confirm that the Property is 3 blocks of flats, 27 in all.

12. The application at box 7 confirms that these are to be qualifying works, but that they had not been started, at the date of application anyway. They are not part of a long term contract. At box 9 the applicant was content for paper determination and applied for it, at box 10, to be dealt with by Fast Track because: *"There are leaks to the roof areas above Flats 60 and 34 that are causing damage to the internal areas of the properties. Weather conditions are currently dry and therefore it is important that works are completed before this changes*.. and*... the fact that works would likely not take place until early Autumn after consultation."*

13. The application at 'Grounds for seeking dispensation', box 1. stated in addition: *"Due to height, access equipment to fully assess the areas and for minor repairs to take place. Should major repairs be required, the contractor will provide a full report confirming the issue and provide a quotation for the same."* It appears to the Tribunal that this application is for works of investigation and urgent but minor repairs. However any major works if discovered to be required, will be the subject to a separate application for dispensation or normal consultation exercise later.

14. The application at box 2. below this, described the consultation that had been carried out or is proposed to be carried out. *"No consultation under Section 20 has been undertaken relating to this project it is intended that leaseholders will be provided with all details of works at the stage that this information is compiled and distributed in line with the tribunals instructions..."*

15. The application at box 3. explained why they sought dispensation of all or any of the consultation requirements. *"We seek dispensation as we deem these works urgent and feel that we cannot wait until we have completed Section 20 consultation. There is significant damage to the ceiling areas, particularly in Flat 60. We wish to complete these works prior to Autumn when the weather if* (is?) *more likely to be wet, to avoid further damage to the internal areas of the effected flats and disruption to the occupiers who are impacted."*

16. A copy of the completed lease dated 21 February 2000, of the Property between the then freeholder Bryant Homes Southern Ltd. the freeholder of the whole; Sussex Management Ltd. the management company and the the then tenant of No.72.is provided.

17. The applicant included a letter dated 14 October 2025 to the Tribunal confirming that it had notified all leaseholders in accord with the Directions from its application to the Tribunal for dispensation from the S.20 Consultation process. They included copy correspondence between themselves and at least one tenant on 16 and on 21 October 2025. The letter appeared to seek to explain the reasons for the applications. The tenant raised no support nor objection to the action.

18. A quotation QUO05887 dated 19 February 2025 from JLB Property Maintenance Ltd. was included in the bundle. It and subsequent JLB documents ran from p.22 – p.58 inclusive. It was for £4,595 plus VAT. It was for erection of scaffold access, to two leaking valleys and to effect repairs to include if required new decking to the valley and to replace and to re-fix existing felt, install new lead tray and replace the tiling to these areas.

19. Within those pages a further quotation QUO06090 dated 18 March 2025 from JLB Property Maintenance Ltd. was also included. This appeared to be for work to assess the work in detail from a 'Cherry Picker' for £1350 plus VAT.

20. Within those pages there was an invoice Order No.1437426 dated 18 March 2025 which appeared to be for the cost of preparing the two quotations at £100 plus VAT.

21. Within those pages there was a further invoice Order No.1459072 dated 27 July 2025, which appeared to cover the costs in the first quote with an additional £1295 plus VAT of further works arising. There is a further invoice for the second quotation, Order No.1459071 dated 14 July 2025.

22. From p.32 to p.58 is a series of colour photographs (taken 10 July 2025 from the Cherry Picker) of parts of the main roof. They show a missing roof tile, loose ridge tiles to and around the hip and on removal timber defects and damage at this very exposed area of the roof. Further photographs show the valley said to be leaking showing before and after. Although it is not entirely clear they appear to show that there was no leadwork to the valleys, beforehand, simply felt, as built.

23. Lastly the bundle includes a short quotation dated 3 June 2025 from C&R Building Solutions. This is for the cost of access, renewal of both valleys

and to carry out minor repairs elsewhere on the roof. The cost was £6091.98 but quoted without the benefit for a roof level survey.

24. If the applicant included a list of names and addresses of leaseholders names affected by the expenditure and confirmed what they had sent to all of these potential respondents a copy of the names and flats concerned was not received by the Tribunal determining the application.

**Respondent's Case**

25. The applicant confirmed that the respondent leaseholders had been sent the documents specified by the Tribunal in its earlier Directions.

26. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

**The Law**

27. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with. For long term contracts, the cap on contributions from leaseholders is £100 per annum.

28. Dispensation is dealt with by S.20 ZA of the Act which provides:- **"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."**

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30. The consultation requirements for qualifying works under qualifying long term agreements are set out in detail at **Schedule 3** of the **Service Charges (Consultation Requirements) (England) Regulations 2003.**

31. The consultation requirements for qualifying works for which public notice is not required are set out in detail at **Schedule 4** of the **Service Charges (Consultation Requirements) (England) Regulations 2003**.

**Tribunal's Decision**

32. The scheme of the provisions is designed to protect the interests of leaseholders and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.

33. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors where there is no public procurement.

34. The correspondence showed that the applicant generally complied with the Directions.

35. The terms of this Dispensation from the requirements of Section 20, are:

36. That this covers the work set out in the two quotations above from the selected contractor at their prices as received by the applicant and sent to the Tribunal. These are reflected and extended to include all of the work invoiced to the applicant from the contractor selected. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate is accepted by the applicant, is included in this dispensation, other in the foregoing invoiced works.

37. However these works, their extent, quality, and price remain subject to subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included or given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.

38. The applicant will meet all of its costs arising from the making and determination of this application. However these costs can be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.

39. **In making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act; in this case, on terms.**

**N Martindale FRICS** **17 November 2025**

## 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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).