



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

Case Reference	:	CAM/26UG/LDC/2026/0023
HMCTS code (paper, video, audio)	:	P: PAPERREMOTE
Property	:	West Hall, Beningfield Drive, Napsbury Park, London Colney, AL2 1FD
Applicant	:	Monde Property Ltd
Representative	:	JH Watson Property Management Ltd trading as Watson
Respondents	:	The leaseholders of the flats at the Property
Type of application	:	For dispensation from consultation requirements - Section 20ZA of the Landlord and Tenant Act 1985
Tribunal member	:	Judge C. Morgan
Date of decision	:	12 June 2026

DECISION

The tribunal's decision

The tribunal determines under section 20ZA of the Landlord and Tenant Act 1985 to dispense with all the consultation requirements in relation to the works described in the application form and application bundle, namely lift refurbishment works, including replacement of the lift's electrical controls and associated wiring.

The application

1. The Applicant applied for dispensation from the statutory consultation requirements in respect of qualifying works which have been carried out, namely lift refurbishment works, including replacement of the lift's electrical controls and associated wiring. The total estimated cost of the works is said to be £32,252.40 (inclusive of VAT).
2. The relevant contributions of the Respondents through the service charge towards the costs of these works would potentially be limited to a fixed sum unless the statutory consultation requirements, prescribed by section 20 of the Landlord and Tenant Act 1985 (the “**1985 Act**”) and the Service Charges (Consultation etc) (England) Regulations 2003:
 - (i) were complied with; or
 - (ii) are dispensed with by the tribunal.
3. The Applicant seeks a determination from the tribunal, under section 20ZA of the 1985 Act, to dispense with the consultation requirements. The tribunal has jurisdiction to grant such dispensation if satisfied that it is reasonable to do so.
4. In this application, the only issue for the tribunal is whether it is satisfied that it is reasonable to dispense with the consultation requirements. **This application does not concern the issue of whether any service charge costs of the relevant works will be reasonable or payable, or what proportion is payable.**

The property, parties and the leases

5. The property is described in the application form as being a detached five storey residential building with 40 private dwellings. The building was originally constructed in the early 20th century, with the building being extensively refurbished to comprise predominantly of residential apartments circa 2013. The property has a height of approximately 15 metres from the lowest ground floor level to the height of the top most occupied floor (4th floor). Residential accommodation is provided on all floors (ground to 4th floor) and there are some plant areas on each floor, with the exception of the 4th floor.
6. The Applicant is the Landlord of the property. The Respondents are the leaseholders of the flats in the property.
7. The Applicant has provided a copy of the specimen lease for Flat 16.
8. In the Lease for Flat 16:

- (i) The Particulars set out that the Tenant's Share of Total Expenditure under Sixth Schedule Service Charge is: *"a fair and reasonable proportion to be determined by the Landlord, the Managing Agents or the Landlord's surveyor."*
- (ii) Service Charge is defined as: *"The rent secondly hereby reserved calculated in accordance with the Sixth Schedule hereunder"*.
- (iii) Clause 2 reserves the service charge as additional rent.
- (iv) In clause 3(a) the Tenant covenants with the Landlord to pay the rents reserved.
- (v) In clause 4(g) the Tenant covenants to *"promptly pay to the Landlord the Service Charge for the Services at the times and in the manner provided herein"*.
- (vi) In clause 5(e) the Landlord covenants *"subject to the Tenant paying to the Landlord the rent firstly and secondly hereinbefore reserved to use all reasonable endeavours and in accordance with the principles of good estate management to carry out provide manage and operate the Services . . ."*
- (vii) In the Sixth Schedule, paragraph 1 Service Charge is defined as: *"such proportion of the Total Expenditure as are specified in the Particulars or (in respect of the Accounting Period during which this Lease is executed) such proportion as is attributable to the period from the date of this Lease to the 31st December next following"*.
- (viii) Paragraph 4 of the Sixth Schedule sets out that: *"If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided"*.
- (ix) Paragraph 5 of the Sixth Schedule sets out that: *"If the Service Charge in respect of any Accounting*

Period exceeds the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Tenant shall pay the excess to the Landlord within twenty eight days of service upon the Tenant of the Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Tenant by the Landlord as rent in arrears”.

- (x) The Fifth Schedule sets out the list of Services. These include at paragraph 1: “*Maintenance in good and tenantable repair and condition of: . . . (e) The lifts, lift shafts and lift pits lift gear (if any)*” and at paragraph 13: “*Repair renewal maintenance and insurance of the lifts (if any)*”.

9. The works of lift refurbishment works, including replacement of the lift's electrical controls and associated wiring fall within the list of services contained in paragraphs 1(e) and 13 of the Fifth Schedule of the Lease.

Procedural history

10. On 1 May 2026, the tribunal gave case management directions. The directions included a reply form for any Respondent leaseholder who objected to the application to return to the tribunal and the Applicant by 22 May 2026, indicating whether they wished to have an oral hearing. The tribunal also directed that the Applicant send each of the Respondents the application form, the tribunal's directions, a clear, concise description of the relevant works, an estimate of the cost of the relevant works and any other evidence relied upon and to confirm to the tribunal that this has been done and the date(s) on which this was done by 8 May 2026. The Applicant confirmed by email to the tribunal that it had complied with this direction on 8 May 2026.
11. The directions provided that this matter would be determined on or after 12 June 2026 based on the documents, without a hearing, unless any party requested one.
12. No party has requested an oral hearing. Accordingly, this determination is based on the documents produced by the Applicant in their bundle. On reviewing these documents, I considered that an inspection of the Property was neither necessary nor proportionate to the issues to be determined and that a hearing was not necessary.

The Applicant's case

13. In the application form contained in the bundle the Applicant states that the lift refurbishment was originally scheduled for 2026 and included within the service charge budget but in December 2025 the lift experienced a breakdown and despite several attempts to restore operation it was confirmed that refurbishment works were required to restore the lift to functionality. The Applicant further states in the application form contained in the bundle that one of the lift contractors that was tendering advised that once the order was placed there would be a lead time of six to eight weeks for the required parts.
14. The Applicant further states in the application form contained in the bundle that a notice of proposed works was issued to leaseholders on 8 January 2026 as the quotation exceeded the relevant expenditure threshold.
15. The Applicant further states in the application form contained in the bundle that leaseholders were informed of this time frame and several residents raised concerns, particularly those who rely on the lift due to limited mobility. The Applicant further states in the application form contained in the bundle that in January 2026 the West Hall Residents' Association was also consulted and confirmed that residents could not reasonably wait until April or May for the works to be completed following the section 20 consultation process and procurement of parts and that the West Hall Residents' Association confirmed it would support a retrospective dispensation to allow the refurbishment works to proceed without delay.
16. The Applicant further states in the application form contained in the bundle that the breakdown significantly affected residents, particularly those with limited mobility. The Applicant further states in the bundle that the works were urgent and necessary and delay would have caused significant inconvenience and residents, including the West Hall Residents' Association, were kept informed throughout and were aware of the circumstances surrounding the lift failure. The Applicant further states in the bundle that the West Hall Residents' Association supported the need for urgent works and encouraged the Applicant to proceed with an application for retrospective dispensation.
17. The Applicant has provided in the bundle a copy of their section 20 notice of intention letter in respect of the works dated 8 January 2026.
18. The Applicant has provided in the bundle a copy of a quotation for the works from Chaney Lifts Ltd dated 3 December 2025 for £24,477 exclusive. The Applicant has provided in the bundle a cost breakdown summary which sets out that including professional fees and VAT the estimated cost for the works is £32,252.40.

The Respondents' position

19. As noted above, the directions provided for any Respondent who wished to oppose the application for dispensation to complete the reply form attached to the directions and send it to the tribunal and the Applicant.
20. The bundle contains a letter from the West Hall Residents' Association dated 15 May 2026. This letter states that:
 - (i) This letter is the West Hall Residents' Association's formal response to the application.
 - (ii) The West Hall Residents' Association is a constituted body.
 - (iii) The West Hall Residents' Association acknowledges the difficulties arising from the reported lift failure in December 2025, particularly for residents with mobility concerns and accessibility requirements. The West Hall Residents' Association also acknowledge in this letter that restoration of lift service would have been an important consideration for the Applicant.
 - (iv) The West Hall Residents' Association states that the leaseholders reserve all rights under sections 19 and 27A of the 1985 Act to challenge the reasonableness, payability and recoverability of any service charge demands arising from these works and that in particular leaseholders would request that the Applicant provides within the bundle a breakdown of all associated costs, including professional fees, management charges and VAT.
 - (v) The West Hall Residents' Association states that their intention is to ensure that leaseholders' statutory protection and rights in relation to service charge recovery are fully preserved.
21. The tribunal has not received any other responses or statements of case opposing the application from Respondents.

The Law

22. Section 20ZA(1) of the 1985 Act provides as follows: *“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.”*
23. In the leading case of *Daejan Investments Ltd v Benson and others* [2013] UKSC 14 [2013] 1 WLR 854 the Supreme Court set out certain principles relevant to section 20ZA. Lord Neuberger stated at [44] that: *“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”*.

The tribunal’s decision

24. In the circumstances, based on the information provided by the Applicant (as summarised above), there is no evidence before the tribunal that the Respondents were prejudiced by the failure of the Applicant to comply with the consultation requirements and I am satisfied that it is reasonable to dispense with the statutory consultation requirements in relation to the relevant works.
25. **As noted above, this decision does not determine whether the cost of these works are reasonable or payable under the leases, or what proportion is payable under the lease(s), only whether the consultation requirements should be dispensed with in respect of them.**
1. There was no application to the tribunal for an order under section 20C of the 1985 Act (limiting the ability of the landlord to seek their costs of the application as part of the service charge).

Name: Judge C. Morgan

Date: 12 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).