



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

Case Reference : HAV/43UK/LDC/2026/0011

Property : 5a, 9a, 11a & 13a West Street, Reigate, Surrey
RH2 9BL

Applicant : Magnate Estates Ltd

Representative : Feldview Ltd

Respondent : Carys Dalton, Flat 1, 5A
Oliver Minster, Flat 1, 11A
Mr Stafford, Flat 2, 5A
Justin King, Flat 2, 11A
Collette Johnson, Flat 3
Daniela Varano Flat 5, 11A

Representative : Litigants in person

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

Tribunal Members : Tribunal Judge Pattni-Evans
Mrs J Herrington

Date and venue of Hearing : **16 July 2026 at Havant Justice Centre (CVP)**

Date of Decision : **24 July 2026**

DECISION

DECISION

This is the Decision of the Tribunal:

- (A) The Tribunal grants the Applicant limited dispensation pursuant to section 20ZA of the Landlord and Tenant Act 1985 in respect of electrical compliance and fire safety works only.**
- (B) The limited dispensation is granted subject to the condition that the Applicant may not recover, through the service charge or otherwise from the leaseholders, the costs incurred in connection with this dispensation application.**

For the avoidance of doubt, this decision does not determine whether the costs of the works are payable under the lease, whether they were reasonably incurred or whether the amounts claimed are reasonable. Those matters remain open for determination in any future application under section 27A of the Landlord and Tenant Act 1985

The reasons for decisions are given below

INTRODUCTION

1. The Applicant is Magnate Estates Ltd, the freeholder of a mixed-use building comprising five ground-floor retail units with 14 residential flats above, namely eight one-bedroom flats and six two-bedroom flats.
2. The freeholder purchased the property on 9 July 2025, and inspections were carried out during July 2025. The Applicant submits that those inspections led to the identification of fire safety and electrical defects within the common parts of the building, requiring remedial works which the Applicant considered should be prioritised. The present application for retrospective dispensation was received by the Tribunal on 23 January 2026. Directions were issued on 7 May 2026 listing the matter for a hearing.
3. The Tribunal subsequently received and granted the Applicant's request for a remote hearing. At the hearing, which was held on 23 July 2026, the Tribunal heard from Mr Yisoher Dov Feldman of Feldview Ltd for the Applicant. On behalf of the Respondents, we heard from Mr

Minster, Mr Stafford and Ms Johnson. We are grateful to everyone who attended the hearing and for making their contributions. The absence of reference to a particular document or submission should not be taken to indicate that it has not been considered. The Tribunal has focused on the issues requiring determination. In preparing these reasons, the Tribunal has had regard to the Senior President of Tribunals' Practice Direction, Reasons for Decisions, dated 4 June 2024.

THE HEARING

4. Mr Feldman relied upon his witness statement dated 10 June 2026. His evidence included photographs showing electrical installations and communal areas before and after the works. He explained that remedial works were required to make the fire alarm systems operational and ensure fire compartmentation through the enclosure of exposed electrical wiring within fire-rated cupboards. Mr Feldman accepted that no consultation with leaseholders occurred prior to the works and accepted that this was a failure on the part of the Applicant. He explained that the priority after acquisition of the building was to address what were considered fire safety issues affecting the building and that those works were completed in short order.
5. The Tribunal was referred to a letter from Complete Fire Safety UK Ltd dated 5 June 2026 confirming works carried out during September 2025. The letter records that the AOV system was not activating upon smoke detection; the fire alarm system had not been programmed correctly; and the alarm and AOV systems were not linked.
6. The invoices referred to in the application were as follows:
 - a. the Speedy Energy invoice dated 4 September 2025 (£2,378.40);
 - b. the ADL Fire & Security invoice dated 30 September 2025 (£2,340.00); and
 - c. the Knights Hill Interiors invoice dated 13 October 2025 (£7,362.00).
7. Mr Feldman stated that the Applicant obtained quotations from contractors, but he accepted that those quotations were not before the Tribunal in the hearing bundle. He explained that those selected had previously carried out work for the Applicant and were considered to offer competitive prices. Although alternative contractors were considered, none provided lower quotations and the Applicant

therefore chose to instruct contractors with whom it had an existing working relationship.

8. Mr Feldman accepted that, had leaseholders been informed, even informally, of the proposed works, they could have suggested alternative contractors for consideration. However, he noted that the Respondents had not identified any alternative contractor, either at the time or since the application was made, who could have undertaken the works at a lower cost or on materially different terms.
9. Turning then to the Respondent's evidence, several leaseholders objected to the application. Their principal concerns were:
 - a. The complete absence of consultation before the works;
 - b. the absence of competitive tendering information or alternative quotations;
 - c. concerns regarding the use of contractors from outside the local area;
 - d. the contention that the works were not sufficiently urgent to justify bypassing consultation; and
 - e. the belief that a recently constructed building ought already to have complied with applicable fire and building regulations.
10. The Tribunal heard from Mr Minister who submitted that there was a sufficient period between the acquisition of the building and commencement of the works for consultation to have taken place.
11. Mr Stafford and other leaseholders argued that they had been deprived of any opportunity to propose alternative contractors or challenge the necessity and scope of the works before they were undertaken. It was emphasised on behalf of the leaseholders that it would be impossible to obtain quotations as the works had been done, no company would be willing to devote time and resources to preparing a quote when they weren't going to secure that work. Ms Johnson and Mr King submitted that leaseholders wished to reserve their rights to challenge the reasonableness and recoverability of the charges and sought disclosure of supporting documents and quotations.
12. Mr Minister referred the Tribunal to a service charge demand for the period 9 July 2025 to 30 September 2025 which included a charge described as "Health and Safety" in the sum of £4,718.40. The Tribunal noted that this figure did not correspond to the three invoices relied upon by the Applicant in support of the present application.

13. When questioned about the composition of that figure, Mr Feldman was unable to provide a clear explanation as to how the sum had been calculated, stating only that it comprised elements of invoices contained within the bundle. He later explained that the figure reflected works contained within two invoices and did not include the fire door carpentry works
14. In summary, the Respondents submitted that they had been placed in an impossible position by the Applicant's failure to comply with the consultation requirements. The Applicant identified the works, undertook them without consultation and did not provide the leaseholders with a schedule of works or sufficient supporting documentation at the relevant time. The Respondents contend that they were thereby deprived of any meaningful opportunity to obtain competing quotations, suggest alternative contractors or make representations as to the scope and necessity of the proposed work.

LAW

15. Section 20 of the Landlord and Tenant Act 1985 (“the Act”) and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease, the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement has been dispensed with by the Tribunal. An application may be made retrospectively.
16. Section 20ZA provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation “if satisfied that it is reasonable to dispense with the requirements”.
17. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of *Daejan Investment Limited v Benson et al* [2013] UKSC 14.
18. The leading judgment of Lord Neuberger explained that a tribunal should focus on the question of whether the lessee will be or had been prejudiced, either by paying where that was not appropriate or by paying more than appropriate because of the lessor’s failure to comply with the regulations. The requirements were held to give practical effect to those two objectives and were “a means to an end, not an end in themselves”.

19. The factual burden of demonstrating prejudice falls on the lessee. The lessee must identify what would have been said if able to engage in a consultation process. If the lessee advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the lessee(s).

20. Where the extent, quality and cost of the works were in no way affected by the lessor's failure to comply, Lord Neuberger said as follows:

"I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be — i.e. as if the requirements had been complied with."

21. The "main, indeed normally, the sole question", as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the lessee will be or has been caused relevant prejudice by a failure of the Applicant to undertake the consultation prior to the major works and, if so, whether dispensation in respect of that should be granted.

22. The purpose of the consultation requirements is to ensure that the tenants are protected from paying for inappropriate works and paying more than would be appropriate. The issue on which the tribunal should focus when entertaining an application for dispensation is the extent to which if any of the tenants are prejudice either in respect to the failure of the landlord to comply with the consultation requirements.

23. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges for works arising or which have arisen. If dispensation is granted, it may be granted on terms. To that end, it is pertinent to reflect on one more paragraph of *Daejan*, namely the reflections of Lord Neuberger which are at paragraph 68 as follows:

68. The LVT should be sympathetic to the tenants not merely because the landlord is in default of its statutory duty to the tenants, and the LVT is deciding whether to grant the landlord a dispensation. Such an approach is also justified because the LVT is having to undertake the exercise of reconstructing what would have happened, and it is because of the landlord's failure to comply with its duty to the tenants that it is having to do so.

For the same reasons, the LVT should not be too ready to deprive the tenants of the costs of investigating relevant prejudice or seeking to establish that they would suffer such prejudice. This does not mean that LVT should uncritically accept any suggested prejudice, however far-fetched, or that the tenants and their advisers should have carte blanche as to recovering their costs of investigating, or seeking to establish, prejudice. But, once the tenants have shown a credible case for prejudice, the LVT should look to the landlord to rebut it. And, save where the expenditure is self-evidently unreasonable, it would be for the landlord to show that any costs incurred by the tenants were unreasonably incurred before it could avoid being required to repay as a term of dispensing with the Requirements.

DISCUSSION

24. The Tribunal has considered the evidence before it, the written objections from the Respondents and the oral submissions made at the hearing. Whilst there are gaps within the documentary evidence, including the absence of a detailed schedule of remedial works, the evidence that is available confirms that defects were identified within the fire alarm and AOV systems and that works were undertaken to enclose exposed communal electrical installations within fire-rated cupboards.
25. The Tribunal has carefully considered the objections raised by the Respondents. The principal concerns expressed by the leaseholders are that there was no consultation, no opportunity to nominate contractors, limited transparency regarding the procurement process and no opportunity to challenge the necessity or cost of the works before they were undertaken.
26. The Tribunal notes the Respondents' submissions concerning building safety and their expectation that the Property was compliant with building regulations when purchased. However, those issues are not directly relevant to the determination of this application. The Tribunal's task under section 20ZA is confined to considering whether it is reasonable to dispense with the consultation requirements and whether any relevant prejudice has been suffered by the leaseholders as a consequence of the Applicant's failure to consult.
27. The Tribunal accepts that the opportunity to obtain alternative quotes contemporaneously was lost. Indeed, this is one of the matters

identified by the Supreme Court in *Daejan*, which recognised that tribunals should be sympathetic to leaseholders who are required to reconstruct, after the event, what consultation might have achieved.

28. However, the Tribunal has not been provided with any evidence demonstrating that alternative contractors would have undertaken the same works at materially lower cost, nor has it been shown that the nature or extent of the works would likely have been substantially different had consultation occurred even in broad terms.

29. We note that during the hearing the Applicant indicated that alternative quotations were obtained at the time. Mr Feldman expressed a willingness to provide those quotations to the leaseholders. The Tribunal has no power within this application to order the disclosure of quotations or procurement documentation. But given that the Applicant had indicated that alternative quotations had been obtained and would be made available to the leaseholders, the Tribunal anticipates that those documents will be disclosed. The Respondents will then be in a position to consider that information and, if so advised, determine whether to bring a broader application under section 27A of the Landlord and Tenant Act 1985 challenging the payability or reasonableness of the service charges relating to these works.

30. The evidence before the Tribunal indicates that the works related to identified fire safety and electrical issues which the Applicant considered required prompt attention. In those circumstances, the Tribunal is not satisfied that the Respondents have established relevant prejudice of a nature which would justify refusing dispensation. Having found that it is reasonable to grant dispensation, the Tribunal then considered whether dispensation should be granted subject to conditions. Before doing so, the Tribunal records that the application sought dispensation in respect of the Knights Hill Interiors Ltd invoice dated 13 October 2025 in the sum of £7,362.00.

31. The evidence before the Tribunal demonstrated that the invoice included items which did not form part of the fire safety electrical cupboard works for which dispensation was sought. To the extent that the invoice included unrelated items, including works relating to door locks and a leaking toilet, those matters do not form part of this determination. Accordingly, the dispensation granted by the Tribunal in respect of that invoice is limited to the fire safety electrical cupboard works in the sum of £6,882.00 (inclusive of VAT). In respect of the dispensation application for the Speedy Energy invoice dated 4

September 2025 (£2,378.40) and the ADL Fire & Security invoice dated 30 September 2025 (£2,340.00); dispensation for the specification of works is granted.

32. The Tribunal does, however, consider that the complete failure to consult and the disadvantage thereby caused to the Respondents are matters which should be reflected in the conditions upon which dispensation is granted.
33. **The Tribunal emphasises that the issue before it is limited to dispensation from the consultation requirements. The Tribunal has made no determination as to whether the costs are payable under the lease, whether the works were reasonably incurred or whether the amounts claimed are reasonable. Those issues remain open to the leaseholders should they wish to pursue them in separate proceedings.**

CONCLUSION AND CONDITIONS

34. Having found that it is reasonable to grant limited dispensation, the Tribunal then considered whether dispensation should be granted subject to conditions. The Tribunal has had regard to the guidance given by the Supreme Court in *Daejan* that conditions may properly be imposed where they are directed towards addressing any prejudice arising from the landlord's failure to consult.
35. The Tribunal considers that the Applicant's complete failure to undertake any consultation and its delay in seeking retrospective dispensation justify the imposition of a condition. In the Tribunal's judgment, it is appropriate and proportionate that the costs incurred by the Applicant in making this application for dispensation should not be recoverable through the service charge (as per paragraph 68 of *Daejan*).
36. Accordingly, the Tribunal grants limited dispensation from the consultation requirements of section 20 of the Landlord and Tenant Act 1985 in respect of the qualifying works identified in this application, subject to the condition that the costs of and incidental to this application are not recoverable from the Respondents, whether through the service charge or otherwise.

APPEAL RIGHTS

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk.

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.

If the person wishing to appeal does not comply with the 28-day 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-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

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.