



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

Case reference	: HAV/00HC/LSC/2025/0776 HAV/00HC/LDC/2025/0728
Property	: First Floor Flat, Ashmary, 7 Hillside Road, Clevedon, North Somerset, BS21 7XJ
Applicant	: Sandra Staplin
Representative	: Powells Solicitors
Respondent	: Ross Giles
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 Determination of liability to pay and reasonableness of service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal Members	: Mr M Williams FRICS Ms T Wong Mr Paul Smith FRICS
Date of Decisions	: 4 August 2026

DECISION

Summary of 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 roofing works completed in 2021.**
- (2) **The Tribunal determined the sum that the Respondent is liable to pay for the roofing works in 2021 is:**

£5,072.30

Introduction

1. 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 2021 roof works.
2. The Applicant made a further application which seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“LTA 1985”) as to the amount of service charges payable by the Respondent in respect of the 2021 roof works.
3. The Tribunal had the benefit of a 172-page (albeit index numbered 1 - 165) PDF Hearing Bundle, which was indexed and paginated for which the Tribunal thanks the Applicant. PDF page references to the hearing bundle are [XX], whilst the index page references are denoted I[XX].

The Background

4. The subject property is known as First Floor Flat, Ashmarry, 7 Hillside Road, Clevedon, North Somerset, BS21 7XJ (“the **Property**”).
5. It is a 2-bedroom first floor flat situated within a converted Victorian dwelling, believed to have been converted into two flats in the 1970s.
6. The Applicant, who is the Freeholder landlord, owns the ground floor flat and resides there personally.
7. The Respondent’s First Floor Flat, is let out to tenants.
8. The Respondent holds a long lease of the property, with a term of 999 years from 27 October 1978, which he acquired around 30 October 2015.
9. In or around June 2021, during the Covid-19 pandemic, substantial roofing works were undertaken with the property essentially completely re roofed.
10. The application refers to the roofing works (2021) which totalled £10,114.60

[100] I[93] of which the Applicant asserts that the Respondent is responsible for 50% being £5,072.30 [15] I[12].

11. The Application also makes reference to a 2023 water leak which the Applicant asserts the Respondent is 100% liable for the cost of being £1,440. This aspect as set out below no longer forms part of the matters in issue.
12. The roof works were categorised as urgent, as there was apparent water ingress into the ground floor flat during periods of wet weather, and as such the Applicant undertook no formal consultation with the Respondent (hence the dispensation application) but did communicate with him regarding the matter.
13. Following both applications being made Directions were issued on 5 February 2026 listing both applications for a case management and dispute resolution hearing (CMDR) on 4 March 2026.
14. At the CMDR the Applicant and their representative, attended remotely as directed, neither the Respondent nor any representative attended.
15. The Applicant at the CMDR confirmed that the water leak detection costs were not a matter for this Tribunal and if they were to be pursued that this would be through the County Court. The Applicant's Statement of Case [69 - 71] I[64 - 66] dated 25 March 2026 reflects this.
16. Following the hearing on 4 March 2026, further Directions were issued by the Tribunal.
17. On 1 April 2026, the Respondent made a Case Management Application (CMA). That CMA requested the Tribunal give the Respondent more time to comply with the Directions of 4 March 2026 on the basis the Respondent is out of the country attending to a family emergency and that the Respondent is in the process of appointing a new solicitor.
18. On 2 April 2026 the Applicant's solicitor responded to the CMA and set out objections to the request for more time. The objections in summary relate to the lack of detail and information to support the Respondent's CMA given the circumstances and reasons referred to by the Respondent.
19. The Respondent's request for further time was refused, and the Directions of the 4 March remained applicable.
20. The Applicant submitted a bundle, which contained their Statement of Case and Witness Statement [69 - 77] I[64 - 72].
21. The Respondent did not provide a Statement of Case, nor any Witness Statements. The only Respondent document in the bundle was their email to the Tribunal of 13 April 2026 [80] I[74].
22. Neither party requested an inspection of the property and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

23. Both parties were notified in the Direction of the 4 March 2026, in paragraph 14, that the Tribunal intended to proceed with this matter by way of paper determination, unless either party objected in 28 days.
24. No such objections were received and the Tribunal proceeded to a paper determination.

The Lease

25. The Lease of the property [88 - 98] I[81 - 91], as set out above, is dated 27 October 19785 and grants a term of 999 years, from then. A rent is reserved at £10 per annum.
26. Clause 4 sets out the tenant's covenants, clause 4(ii) [91] I[84] deals specifically with the service charge and states the following:

“To Pay and contribute to the Landlord on demand one half of the estimated cost and expense (hereinafter called “the maintenance contribution”) incurred or to be incurred by the Landlord in carrying out the works referred to in Clause 5 sub clause (v) (vi) and (vii) hereof”

27. Clause 5(v) (a) [95] I[88] set out the Applicant's obligations in so far as they relate to the roof, it states.

“(v) That (subject to the due payment of the maintenance contribution mentioned in Clause 4(ii) hereof) the Landlord will maintain repair and renew

(a) the main walls structural parts roofs stacks gutters rainwater pipes and every other part of the Building as shall from time to time be used by the Landlord and other the tenants of the lower flat in the Building in common with the Tenants other than and except any parts thereof comprises in the demise”

28. The Building is a term defined as follows [88] I[81]:

“the building (hereinafter called “the Building”) known as Number 7 Hillside Road Clevedon in the County of Avon”

The Law

Dispensation from Consultation Requirements

29. 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.

30. 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.

31. In the case of *Daejan Investments Limited v Benson* [2013] UKSC 14, by a majority decision (3-2), the Supreme Court considered the dispensation provisions and set out guidelines as to how they should be applied.

32. The Supreme Court came to the following conclusions:

- (a) The correct legal test on an application to the Tribunal for dispensation is: “Would the flat owners suffer any relevant prejudice, and if so, what relevant prejudice, as a result of the landlord’s failure to comply with the requirements?”
- (b) The purpose of the consultation procedure is to ensure leaseholders are protected from paying for inappropriate works or paying more than would be appropriate.
- (c) Considering applications for dispensation the Tribunal should focus on whether the leaseholders were prejudiced in either respect by the landlord’s failure to comply.
- (d) The Tribunal has the power to grant dispensation on appropriate terms and can impose conditions.
- (e) The factual burden of identifying some relevant prejudice is on the leaseholders. Once they have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
- (f) The onus is on the leaseholders to establish:
 - (i) what steps they would have taken had the breach not happened and
 - (ii) in what way their rights under (b) above have been prejudiced as a consequence.

33. Accordingly, the exercise of the Tribunal’s power to dispense is governed by a determination of whether “it is reasonable” to dispense. Lord Neuberger explained in *Daejan* at [67]: “while the legal burden of proof would be, and would remain throughout, on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered would be on the tenants”.

Liability to Pay and Reasonableness of Service charges

Service charge s18 LTA 1985

34. LTA 1985 defines service charge in s18.

18 Meaning of “service charge” and “relevant costs”

(1) In the following provisions of this Act “service charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent –

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose –

(a) “costs” includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.”

Limitation of service charges: reasonableness s19

35. S19 of the LTA provides:

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

36. In Waalder v Hounslow LBC [2017] EWCA Civ 45, the Court of Appeal said that service charge costs must be judged by asking whether they were reasonable when looked at objectively. This means the tribunal should not simply replace the landlord’s decision with its own. If the landlord chose a sensible and reasonable way of doing the work, then the cost can still be

considered reasonable even if there was another cheaper option that would also have been acceptable.

Burden of Proof

37. The Court of Appeal, in *Yorkbrook Investments Ltd v Batten* (1985) 52 P & CR 51, [1985] 2 EGLR 100 at 103, held that there is "no reason for suggesting that there is any presumption for or against a finding of reasonableness of standard or of costs", but that where, if the tenant is making the application, "the tenant gives evidence establishing a prima facie case, then it will be for the landlord to meet those allegations". The reverse would also apply, if the landlord was making the application.

38. In *Schilling v Canary Riverside Development PTD Ltd*. [LRX/26/2005, LRX/31/2005 and LRX/47/2005] His Honour Judge Rich QC had to consider upon whom lay the burden of proof. At paragraph 15 he stated :

"If the landlord is seeking a declaration that a service charge is payable he must show not only that the cost was incurred but also that it was reasonably incurred to provide services or works of a reasonable standard, and if the tenant seeks a declaration to the opposite effect, he must show that either the cost or the standard was unreasonable. In discharging that burden the observations of Wood J in the *Yorkbrook* case make clear the necessity for the LVT to ensure that the parties know the case which each has to meet and for the evidential burden to require the tenant to provide a prima facie case of unreasonable cost or standard."

39. In simple terms, this means that as this application is made by the landlord, it is for them to satisfy the Tribunal that the service charges claimed are reasonable in terms of the amount or the standard of work.

The Issues

40. As a result of the withdrawing the 2023 water leak matter, the only issues now before this tribunal are:

- Whether to grant dispensation to the consultation requirements in relation to the 2021 roof works ; and
- Whether the £5,072.30 for the roof works, was reasonably incurred and reasonable in amount and therefore payable by the Respondent.

41. The Tribunal first considered whether it felt able to decide this application reasonably and fairly based on the papers submitted only. Having read and considered the papers the Tribunal decided it could do so.

42. Having read the bundle, including submissions from the parties and having considered all the documents provided, the Tribunal has made determinations set out below.

Dispensation from Consultation Requirements

The Tribunal's decisions

43. 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 roofing works completed in 2021.

Reasons for the Tribunal's decisions

44. The Consultation Requirements are intended to ensure a degree of transparency and accountability when a landlord (or a management company) decides to undertake qualifying works – the requirements ensure that leaseholders have the opportunity to know about, and to comment on, decisions about major works before those decisions are taken.
45. In deciding whether to dispense with the Consultation Requirements in a case where qualifying works have been commenced or completed before the Tribunal makes its determination, the Tribunal must focus on whether the leaseholders were prejudiced by the failure to comply with the Consultation Requirements. If there is no such prejudice, dispensation should be granted.
46. The Respondent states in their email of 12 April 2026 [80] I [74] (their only substantive submission to the Tribunal, which the Tribunal also notes it is not signed with a Statement of Truth) that the works were characterised as unnecessary by an independent builder. However, the respondent fails to provide any further information such as a witness statement or report from the builder which included:
- Who the builder is
 - The basis of their instructions
 - What their background / qualifications are
 - What works if any were necessary
 - Why the roof works were not necessary
 - The source of the leak in the ground floor flat

Amongst other things. The Tribunal has therefore placed no weight on this assertion, when assessing prejudice to the Respondent.

47. The Tribunal also notes that there would be no advantage to the landlord undertaking unnecessary works, given that they are the owner of the ground floor flat and are responsible for 50% of costs of the works.
48. The building was suffering from a leak, Applicant attempted to liaise with Respondent regarding the works, which the Applicant felt were urgent due to the water ingress at the building and the contractor's availability, The Respondent provided a date to inspect the property some months into the future which the Applicant understandably felt was too far into the future, and after the contractor's availability to start works.
49. The Tribunal finds that the works were urgent and necessary.

50. As set out above in an application for dispensation the evidential burden is on the Respondent to prove prejudice and the Landlord to rebut the position. The Respondent has failed to demonstrate that any prejudice has been caused.
51. The Tribunal finds that there was no prejudice to the Respondent, who could have made a s27A application (albeit that it is not necessary as the Landlord has done so) regarding any concerns he had about the reasonableness of the works and cost.
52. The Tribunal therefore grants the application for dispensation.

Liability to Pay and Reasonableness of Service charges

The Tribunal's decisions

53. The Tribunal determined the sum that the Respondent is liable to pay for the roofing works in 2021 is:

£5,072.30

Reasons for the Tribunal's decisions

54. As set out in paragraphs 37 to 39 above, the Landlord has brought this Application and the burden is therefore on them to demonstrate that the costs are reasonable. It is then for the Respondent, should they so wish, to assert that they are unreasonable, and if so to demonstrate by either demonstrating the costs were not reasonably incurred for the works or that the works were not completed to a reasonable standard.
55. The Respondent is not disputing his liability to pay for works relating to the roof under the lease. For completeness it is clear that the Respondent is liable to pay 50% of the costs relating to the roof repair, maintenance or renewal, as per the clauses of lease which are set out in paragraphs 26 – 28 of this decision.
56. Nor does the Respondent contend that the works were not completed to a reasonable standard.
57. The Respondent has not contended that the cost of the works undertaken was unreasonable in amount.
58. The Respondent in his own words, in his email of 13 April 2026 [80] I[74], states that “the core issue is that the freeholder, Sandra, did not follow the consultation process”. This aspect has already been dealt with above, and dispensation granted. He does go on to state that “An independent builder assessed the works and confirmed they were unnecessary” but as set out in paragraph 46 he fails to evidence this.
59. The Respondent's case is that the costs were not reasonably incurred as a result of the works being unnecessary. As set out above the Tribunal finds

this not to be case and finds that the works were necessary and sets out further detail below.

60. Whilst the Respondent was given the opportunity to file evidence in support of his assertions he chose not to do so, nor did he provide a Statement of Cases in relation to S27A application.
61. The Respondent has not actively sort to demonstrate that the costs were unreasonably incurred (save for one line in an email to the Tribunal), unreasonable in amount, or the works not completed to a reasonable standard, and has instead essentially let the Applicant be put to proof.
62. There was clearly a worsening leak at the property, this is set out not only in paragraphs 10 & 11 of Applicant's witness statement [73] I[68] but is further evidenced by water damage in the Applicant's photographs [112 - 122] I[105 - 115].
63. The Applicant sought to arrange quotes in relation to the works from several contactors, but understandably due to Covid-19 struggled to do so.
64. JP Roofing Specialist, a local roofing contractor was able to provide a quote [99] I[92] and availability. The quote they provided was a fully itemised, providing all of the details of the works to be undertaken with a 10-year guarantee on the works. This quote was provided to the Respondent on 22 June 2021 [123] I[116].
65. The works were undertaken in late July, and the Respondent attended the site and met with the roofing contractor Mr Powell.
66. Following completion of the works the water ingress into building stopped, demonstrating that the roof works had had fixed the problem. It follows that the roof works were necessary and therefore reasonable.
67. As set out above the Applicant is resident at the building and is responsible for 50% of the cost of any works undertaken, as such she is incentivised to ensure that any works undertaken are not only necessary but also the cost of them is not only reasonably but the best value for money.
68. It would have been better if the Applicant had been able to liaise with more roofing contractors to obtain additional advice and quotes. However, the Tribunal is alive to the difficulties faced by the construction sector during Covid-19. As set out in Applicant's witness statement she did seek to engage with other contractors but there was limited response and there were a number issues faced by those looking to undertake construction projects, including:
 - Contractor availability (to price projects and start dates)
 - Labour shortages, due to Government schemes such as Furlough.
 - Possibility of further lock downs
 - Difficulty obtaining quotes due to material availability and price volatility.

69. Tribunal using its own expert knowledge is of the view that the scope of the works and the total cost of the works is reasonable in amount.
70. The Respondent has not submitted any evidence, nor a Statement of Case and makes no attempt to contest the facts set in the Applicant's witness statement and the Tribunal has no reason to dispute these. The Tribunal therefore finds what is set out in Applicant's witness statement to be the facts in this case.
71. The Tribunal is required to look at these matter objectively in the round as per *Waalder*.
72. When looked at objectively, in the round, and given the particular circumstances surrounding the process of selecting a contractor and getting the works completed during Covid-19, the decisions that the Applicant made were reasonable ones which as Landlord she was entitled to make.
73. The Tribunal find, following *Waalder*, that the process and the outcome was reasonable.
74. In summary the Tribunal finds that:
- a. The costs were reasonably incurred.
 - b. The costs were reasonable in amount.
 - c. The works were completed to a reasonable standard.
75. It follows, with the total cost of the works, £10,144.60, being reasonable incurred, that the Respondent is liable for half, being £5,072.30, as set out in the lease.

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-days' time limit, such application must include a request for an extension of time and the reason for not complying with the 28-days' 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).