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

| | | |
|---|---|---|
| **Case Reference** | **:** | **CAM/00MG/LDC/2026/0032** |
| **HMCTS code (paper, video, audio)** | **:** | **P: PAPERREMOTE** |
| **Property** | **:** | **2-12 Addenbrookes Road, Newport Pagnell, MK16 9FD** |
| **Applicant** | **:** | **Spectrum (Newport Pagnell) Management Limited** |
| **Respondents** | **:** | **All leaseholders / tenants of dwellings who may be liable to contribute towards relevant costs** |
| **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** | **:** | **7 August 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 the application bundle, namely the replacement of two communal boilers at the property.**

## The application

1. The Applicant applied for dispensation from the statutory consultation requirements in respect of qualifying works which have been carried

out, namely the replacement of two communal boilers at the property. The cost of the works are said to be £9,683.00 (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 six purpose built residential flats across 2 floors, estimated build 2006. The block has external plant room containing two communal boilers.

6. The Applicant is the management company named in the lease and is a party to the lease. The Respondents are the leaseholders of the flats in the property. The Landlord is SF Ground Rents No 15 Limited.

7. The bundle contained a copy of the specimen lease for Plot 63.

8. In the Lease for Plot 63:

   (i) The term is 999 years from 10 May 2006;

   (ii) The Tenant's Proportion is defined as *"the proportion of the Maintenance Expenses payable by the Tenant in accordance with the provisions of the Seventh Schedule*";

(iii) The Maintenance Expenses is defined as "*the moneys actually expended or reserved for periodical expenditure by or on behalf of the Management Company or the Landlord at all times during the Term in carrying out the obligations specified in the Sixth Schedule*";

(iv) The Part A Proportion is defined as 1.0762% (Estate Service Charge);

(v) The Part B Proportion is defined as 13.32% (First Block Service Charge);

(vi) The Seventh Schedule set out that the Tenant's Proportion means:

> "*1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part A of the Sixth Schedule and of whatever of the matters referred to in Part E of the said Schedule as are expenses properly incurred by the Management Company which are relative to the matters mentioned in the said Part A of the said Schedule;*
>
> *1.2 The Part B Proportion of the amount attributable to the costs in connection with the matters mentioned in Part B of the Sixth Schedule and of whatever of the matters referred to in Part E of the said Schedule as are expenses properly incurred by the Management Company which are relative to the matters mentioned in the said Part B of the said Schedule . . . .*";

(vii) The Maintained Property is defined in the Second Schedule as: **"***The Maintained Property shall comprise (but not exclusively):. . . . .All Service Installations not used exclusively by any individual Dwelling . . . .***";**

(viii) Service Installations is defined to mean "*all channels pipes rainwater pipes gutters conduits gas and electricity mains spouts drains sewers watercourses and all other conducting media (including cable TV and the communal television aerial) and all pumping facilities and the like which are now constructed or which may be constructed within the Perpetuity Period in on under or over the*

*Development which serve the Dwellings but which do not serve any of the Dwellings exclusively*";

(ix) In clause 4.1 the Tenant covenants with the Landlord *"to observe and perform the obligations on the part of the Tenant set out in Parts One and Two of the Eighth Schedule . . . . .*";

(x) In clause 4.2 the Tenant covenants with *"the Management Company to observe and perform the obligations on the part of the Tenant set out in Parts One and Two of the Eighth Schedule*";

(xi) In clause 6 the Management Company covenants with the Landlord and with the Tenant "*to observe and perform the obligations on the part of the Management Company set out in the Tenth Schedule PROVIDED ALWAYS THAT if at any time the Management Company shall reasonably consider that it would be in the general interests of the transferees and Tenants of the Dwellings in the Block or the Development so to do the Management Company shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Management Company shall agree with the views and wishes of the majority of the transferees and Tenants of the Dwellings in the Block or the Development as the case may be*";

(xii) Clause 7.8 sets out that "*If at any time (including retrospectively) it should become necessary or equitable to do so the Management Company (acting reasonably) shall recalculate on an equitable basis the percentage figure(s) comprised in the Tenant's Proportion . . . appropriate to all the Properties comprising the Development or Building or Block (as the case may be) and shall then notify the Tenants accordingly and in such case as from the date specified in the said notice the Tenant's Proportion . . . so recalculated and notified to the Tenant in respect of the Demised Premises shall be substituted for that set out in the Particulars and Paragraph 1 of the Seventh Schedule and the Tenant's Proportion . . . so recalculated in respect of the said Properties shall be notified by the Management Company to the*

*Tenants thereof and shall be substituted for those set out in their leases*";

(xiii) Clause 7.9 sets out that *"if the Management Company goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Landlord and the Tenant will join with the transferees and Tenants of the Properties in arranging for the carrying out of the matters mentioned in the Sixth Schedule the Tenant contributing a reasonable part of the expense of so doing in accordance with the provisions of this Lease*";

(xiv) The Fourth Schedule, paragraph 1 sets out the following Tenant's rights: **"***The right … to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development*";

(xv) The Sixth Schedule sets out the Maintenance Expenses.

(xvi) the Sixth Schedule, Part A, paragraph 4 states: "*The cost of supply of the electricity supply to the Maintained Property including standing charges and repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the Maintained Property and all lighting systems columns and any installations ancillary thereto provided for the benefit of more than one of the Dwellings***";**

(xvii) the Sixth Schedule, Part B, paragraph 4 states: "*Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the Block*";

*(xviii)* The Seventh Schedule, paragraph 7 sets out that: "*The Tenant shall pay to the Management Company the Tenant's Proportion of the Maintenance Expenses in manner following that is to say:*

*7.1 In advance on the First day of January and the First day of July in every year throughout the Term one half of the Tenant's Proportion of the amount estimated from time to time by the Management Company or its managing agents as the Maintenance Expenses for the year the first payment to be apportioned (if necessary) from the date hereof*

*7.2 Within twenty one days after the service by the Management Company on the Tenant of a certificate in accordance with Paragraph 6 of this Schedule for the period in question the Tenant shall pay to the Management Company the balance by which the Tenant's Proportion received by the Management Company from the Tenant pursuant to Sub-Paragraph 7.1 of this Schedule falls short of the Tenant's Proportion payable to the Management Company as certified by the said certificate during the said period and any overpayment by the Tenant shall be credited against future payments due from the Tenant to the Management Company*";

(xix) The Eighth Schedule, Part One, paragraph 3 sets out that Tenant's obligation: "*To pay to the Management Company or its authorised agent the Tenant's Proportion at the times and in the manner herein provided*";

(xx) The Ninth Schedule, paragraph 2 states that "*if the Management Company goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Landlord will carry out the matters mentioned in the Sixth Schedule and the Tenth Schedule in so far as they remain reasonably capable of being performed until such time as a replacement Management Company is formed whereupon the Landlord's liability shall cease*";

(xxi) The Tenth Schedule, paragraph 1 sets out the Management Company's obligation: "*conditional on the Management Company having first received payment of the Tenant's Proportion then to carry out the works and do the acts and things set out in the Sixth Schedule . . . .*"

9. The Applicant appears to be relying on the definition of Service Installations and the provisions in the Sixth Schedule relating to Service Installations such as the Sixth Schedule, Part A, paragraph 4 or the Sixth Schedule, Part B, paragraph 4.

10. **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.**

## Procedural history

11. On 2 June 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 7 July 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. The tribunal received a letter from the Applicant confirming to the tribunal that it had complied with this direction on 16 June 2026.

12. The directions provided that this matter would be determined on or after 4 August 2026 based on the documents, without a hearing, unless any party requested one.

13. No leaseholder has responded and 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

14. The Applicant has set out in the application form and the Applicant's statement contained in the bundle that:

(i) annual gas safety inspections were carried out by Plumbing and Gas Solutions Ltd on 16 March 2026. The Applicant was advised to turn off both boilers as they were considered unsafe until remedial works could be completed.

(ii) Both boilers required the flue parts replacing and one boiler required the casing to be fully replaced.

(iii) The Applicant obtained a second opinion from HDS Plumbing and Gas Ltd and their findings concurred with those of Plumbing and Gas Solutions Ltd.

(iv) Turning off the heating and hot water system for the property needed to be treated with urgency as it is an essential service all flats rely on.

(v) Both contractors advised that they had enquired of multiple verified suppliers for the availability of the necessary replacement parts but both contractors advised that the parts were obsolete and that both boilers required replacement. The Applicant also explored the idea of swapping flues with another block on site to have at least one boiler operational to aid the system in the interim, but due to a difference in models this was not a compatible swap.

(vi) Leaseholders were notified on 16 and 17 March 2026 outlining the situation and that residents would experience limited access to heating and hot water until the works had been carried out.

(vii) The Applicant obtained two quotations for the work from HDS Plumbing and Gas Ltd and Plumbing and Gas Solutions Ltd and accepted the lower quotation of £9,683 inclusive of VAT (compared with £10,857.13 inclusive of VAT).

(viii) Further communication was issued to leaseholders on 20 and 24 March 2026.

(ix) The works were carried out on 26 and 27 March 2026.

(x) It was necessary for the works to go ahead as soon as possible to ensure the flats had essential access to heating and hot water.

(xi) Compliance with the statutory consultation requirements was impracticable because the section 20 process would have taken at least 60 days, during which the Respondents would have been left without heating and hot water.

15. The Applicant has included in the bundle copies of the following:

(i) A Gas Safe Engineer's danger do not use warning notice dated 16 March 2026 describing the faults as "*splits on both flues on both boilers and a hole in the case of boiler 2*" with the recommendation "*replacement boilers ideally. Possibly replace flue on boiler 1 if still available*".

(ii) A Gas Safety Engineer's declaration describing the fault as splits on both flues on both boilers and a hole in the case of boiler 2. This included photographs.

(iii) A quotation for the works of £9,683 inclusive of VAT;

(iv) An invoice for the works from HDS Plumbing and Heating Ltd dated 29 March 2026 for £9,683 inclusive of VAT.

(v) A quotation for the works from Plumbing & Gas Solutions Ltd of £9,047.61 plus VAT (£10,857.13 inclusive of VAT).

(vi) Copies of emails to leaseholders of 16, 17, 20 and 24 March 2026.

**<u>The Respondents' position</u>**

16. 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. The tribunal has not received any response or statement of case opposing the application, or comments on the Applicant's statements in the application form. The tribunal has not received any allegations of prejudice. In the circumstances, the tribunal concluded that the application was unopposed.

**<u>The Law</u>**

17. 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."*

18. 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

19. 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.

20. **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.**

21. 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:** 7 August 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).