



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

Case Reference	:	LON/00AR/LDC/2026/0096
Property	:	Nayland Court, Market Place, RM1 3EF
Applicant	:	Market Place Romford Management Company Limited (“Manco”)
Representative	:	Gunnercooke LLP
Respondent	:	The lessees listed in the schedule to the application
Representative	:	None
Type of Application	:	An application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation from consultation prior to carrying out works
Tribunal Member	:	Ian B Holdsworth FRICS
Date of Decision	:	24 August 2026

DECISION

Decisions of the Tribunal

The Tribunal determines that dispensation should be given from the consultation requirements in respect of the works to repair the defective terraces and adjacent structures (the “**Terrace Works**”) responsible for the water ingress at **Nayland Court, Market Place, RM1 3EF**(“**the Property**”) as required under s.20ZA of the Landlord and Tenant Act 1985 (“**the Act**”) for the reasons set out below. The total cost of the works inclusive of vat is estimated at **£78,267.82** inclusive of VAT, including legal costs and Tribunal fees.

This application does not concern the issue of whether any service charge costs will be reasonable or payable. The leaseholders will continue to enjoy the protection of Section 27a of the Act.

The Tribunal directs the Applicant to send a copy of this Decision to the leaseholders and to display a copy in the common parts of the buildings.

The application

1. The Applicant seeks a determination pursuant to s.20ZA of the Landlord and Tenant Act 1985 (“**the 1985 Act**”) to dispense with the statutory consultation requirements associated with carrying out necessary and essential Terrace Works at Nayland Court, Market Place, Romford RM1 3EF.
2. An application was received by the First-tier Tribunal dated 7 April 2026 seeking dispensation from the consultation requirements. Directions were issued to the Applicant on 29 June 2026. These Directions required the Applicant to advise the Respondent of the application and provide them with details of the proposed works including costs.
3. The statutory provisions referred in making this decision may be consulted at: www.legislation.gov.uk/ukpga/1985/70/section/20ZA

Parties’ submissions

4. This matter was determined by written submissions. The Applicants’ representative submitted a 75-page bundle of relevant materials to the Tribunal.
5. No submissions were received from the Respondents.

The background

6. Nayland Court comprises 91 flats. The flat blocks are 4 stories high and are of timber frame construction, built on a serviced slab above a 2-storey retail and office complex fronting Market Place Romford. The eaves of the flats are some 20m above ground level. There are terraces to the property located above the ground and first floor properties.
7. The entire building is let to Development Securities (Romford) Limited pursuant to a lease dated 17.05.2006 for a term of 999 years and the residential level is then underlet to the Respondents upon 125-year leases.
8. The Landlord has no responsibility for providing services to the residential parts and has no obligation to contribute towards the cost of services which solely benefit the residential tenants. The Applicant, Market Place Romford Management Company Limited (“**Manco**”), was established for the purpose of maintaining the commercial and residential parts of the building and is party to all the residential underleases for the purpose of providing the services.
9. In late 2025 water ingress was reported to Manco by the commercial tenants at ground floor and the residents of flats 84 and 86. The managing agents for Manco suspected it was due to a failure of the terrace waterproofing immediately above these premises.
10. ClearBridge Surveyors were instructed to carryout investigative and remedial terrace works designed to identify and remedy the causes of water penetration. Their findings recommend that Manco instruct contractors to undertake works that include the:
 - Removal of existing terrace finishes where required;
 - Inspection of waterproofing membrane;
 - Introduction of upstand ventilation detailing;
 - Renewal of waterproofing system where defective; and
 - Reinstatement of finishes & associated making-good works.
11. Manco instructed ClearBridge Surveyors to tender the Terrace works and two contractors were invited to tender. The two returns for undertaking the works were as follows;

- SIS Maintenance at £42,290; and,
- Beckfords at £49,570. These tender prices are both exclusive of vat.

SIS Maintenance were selected to carry out the works. The total post tender project cost estimate inclusive of vat, investigation costs, supervisory charges and Tribunal fees is **£78,267.82**. The results of the tender analysis is shown at pages 54-60 of the bundle.

12. In the application Gunnercooke LLP explain that the tenants were informed of the problem, the investigations carried out and the works required to remedy the problem in a letter delivered by the applicant by hand and by email on 11 March 2026 (the “Manco letter”). This also included details of the professional advice received from ClearBridge Surveyors and was accompanied by a detailed tender analysis.
13. The Manco letter invited the tenants to submit any objections to seeking dispensation from Section 20 consultation within 14 days of receipt of the letter. A formal notice of intention was also served at the same time.
14. The Tribunal is told there was only one response from the Respondent tenants following the Manco letter and this did not object to the application.
15. The Applicant contends that the Terrace Works are needed urgently to
 - avoid delay arising from undertaking the S20 consultation process which is likely to lead to significant cost increases due to current contractor availability and inflationary pressures on building works currently experienced in the UK;
 - ensure works can be carried out more promptly to avoid further consequential damage to the affected flats and this additional cost to the tenants;
 - overcome any potential health and safety issues caused by the collapsed wooden decking on the terraces.
16. This determination relies upon a bundle of papers which included the Application, the Directions, a copy of ClearBridge Surveyors Tender document and analysis, confirmation of tenant responses and copy of a specimen lease.
16. The only issue for the Tribunal to consider is whether it is reasonable to dispense with the statutory consultation requirements in respect of the

Terrace Works. **This application does not concern the issue of whether any service charge costs are reasonable or payable.**

The determination

17. The Tribunal has considered the papers lodged. There is no objection raised by the Respondent leaseholders.
18. There is a demonstrated need to carry out the works urgently to obviate the risk to the commercial and residential tenants subject to the water ingress. The Tribunal are told the proposed repairs will be carried out in accordance with the specifications prepared by a consultant surveyor, ClearBridge Surveyors. They inspected the property and prepared works schedules to remedy the defect. It is these schedules that describe and specify the Terrace Works.
19. The Tribunal has had regard to the guidance provided in the Supreme Court's decision **Daejan Investments Ltd v Benson and Ors [2013] 1 W.L.R. 854** in making this determination. This clarified the Tribunal's jurisdiction to dispense with the consultation requirements and the principles upon which that jurisdiction should be exercised.
20. No representations were received from leaseholders following notification of this S20ZA application. The Tribunal has not identified any financial or other prejudice to the leaseholders caused by the failure to comply with the statutory consultation procedure on this occasion. There is also a demonstrated need to undertake the works.
21. It is for these reasons the Tribunal is satisfied it is appropriate to dispense with the consultation requirements for the **Terrace Works** with a total cost of **£78,267.82** inclusive of vat, supervision costs and other ancillary costs.
22. **It is the Applicant's responsibility to serve a copy of the Tribunal's decision on all Respondent leaseholders listed on the Application.**
23. **This decision does not affect the right of the Respondents to challenge the costs, payability or the standard of work should they so wish.**

Valuer Chairman: Ian B Holdsworth **Date:** 24 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).