



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	MAN/32UD/LDC/2026/0036
Property	:	Crown Mill, Vernon Street, Lincoln
Applicant	:	Crown Mill (1993) Management Limited
Applicant's Representative	:	Base Lockwood Lettings
Respondents	:	Various Residential Long Leaseholders – see Annex A
Type of Application	:	Landlord & Tenant Act 1985 – s 20ZA
Tribunal Members		Judge Richard Dobson Mason LLB Mr Ian James MRICS
Type and Venue of the Hearing		Determined on the papers without a hearing
Date of Decision	:	26 August 2026

DECISION

- (1) The Tribunal unconditionally grants the Applicant's application for dispensation under s 20ZA Landlord and Tenant Act 1985 from the consultation requirements contained in s 20 thereof, in relation to the fire safety remedial works Crown Mill, Vernon Street, Lincoln, LN5 7QD arising from the April 2026 Fire Risk Assessment and the Lincolnshire Fire and Rescue Action Plan dated 23 April 2026.
- (2) Service of this Decision shall be effected by the Applicant, who shall serve a copy on all Respondents within 14 days of the date on which it is sent to the Applicant by the Tribunal.

REASONS

Background

1. The Application relates to Crown Mill, Vernon Street, Lincoln, LN5 7QD (*"the Property"*).
2. The Property was not inspected by the Tribunal. The Applicant describes it as having originally been constructed as a flour mill in the 1820s and redeveloped for residential use in 1993, now containing 24 residential apartments (*"the Apartments"*).

3. The Applicant is Crown Mill (1993) Management Limited which brings the application (*"the Application"*). It is a resident management company owned by the leaseholders and is represented by Base Lockwood Lettings.
4. The Respondents are the long leaseholders of the Apartments.

The application

5. On 11 May 2026, the Applicant made the Application under s 20ZA Landlord and Tenant Act 1985 (*"the Act"*) to dispense with the consultation requirements of s 20 of the Act, as set out in The Service Charges (Consultation Requirements) (England) Regulations 2003 (*"the Consultation Requirements"*).
6. The Application seeks dispensation in respect of fire safety remedial works to the Property (*"the Works"*). The Applicant describes the Works as including investigation and remediation of compartmentation, including fire-stopping, fire doors and service penetrations, and upgrading the fire alarm and detection system, together with further fire safety measures required by competent professionals to achieve compliance.

Directions

7. Directions were made by a Legal Officer on 9 June 2026 (*"the Directions"*) requiring, *inter alia*, sequential filing and service of the parties' statements of case and evidence in support, and any reply.
8. The Applicant filed and served its bundle on 22 June 2026. On 23 June 2026, the Tribunal confirmed that the Respondents had until 5 pm on 13 July 2026 to comply with the Directions in respect of any response.

The hearing

9. The Application was determined on the papers on 26 August 2026. Rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (*"the Rules"*) permits a case to be dealt with in this manner provided that the parties consent to, or do not oppose it within the requisite timescale.
10. Paragraph 7 of the Directions identified that there was to be no inspection of the Property unless the Tribunal considered that one was necessary at a later date.
11. The parties were notified, by paragraph 6 of the Directions, that unless any party informed the Tribunal within 49 days from the date of the Directions that they required an oral hearing, the matter would be resolved by way of written representations. No objections / requests for an oral hearing were received from the parties within that timescale.

The Applicant's case

12. The Applicant filed and served an undated Statement of Case with its bundle in support of the Application setting out, in summary, the following: -
 - a. On 20 April 2026, Lincolnshire Fire and Rescue attended the Property and carried out a fire risk assessment. That assessment identified concerns about the fire safety of the building, in particular, regarding the reliability of the evacuation strategy and deficiencies in compartmentation, fire-stopping, fire doors, smoke control and fire detection.
 - b. Due to those concerns, unless an immediate waking watch was introduced, it was told that the Property would have been liable to a Prohibition Notice being issued in respect of it and the residents required to leave. A waking watch was therefore instructed and commenced that day.
 - c. Lincolnshire Fire and Rescue issued an Action Plan dated 23 April 2026 which identified, *inter alia*, inappropriate arrangements for holding fire-resisting

doors open, inadequate fire separation and deficiencies in fire detection and alarm system. Relevant remedial measures were required by 31 July 2026.

- d. By email dated 5 May 2026, Lincolnshire Fire and Rescue confirmed that the introduction of the waking watch provided an immediate reduction in risk and prevented the need for a Prohibition Notice. It further confirmed that the deficiencies identified would, in normal circumstances, have met the criteria for formal enforcement action, but that the Applicant's prompt and proactive response resulted in an Action Plan being adopted instead.
- e. The Applicant informed residents immediately of the position and the introduction of the waking watch, initially by notices at the Property and subsequently by letters to the Apartments and leaseholders. On 11 May 2026, it issued a Notice of Intention describing the proposed fire safety works, explaining why they were required, inviting written observations and inviting nominations of contractors. The stated consultation period expired on 15 June 2026.
- f. It sought quotations from a number of contractors and fire professionals, including requests to six companies on an approved funding panel, and obtained or sought comparative quotations in relation to fire engineering and compartmentation.
- g. The financial consequences of delay were substantial, for example, there was an invoice for the waking watch for the period 1 to 31 May 2026 in the sum of £39,618 inclusive of VAT.
- h. Prolonging the full consultation process would prolong both the fire safety risk and the cost of the waking watch.

The Respondents' case

13. The Tribunal did not receive a response from any of the Respondents.

Issues

14. The issue to be decided is whether it is reasonable to dispense with the Consultation Requirements and, if so, whether any conditions should be imposed.

The law

15. The Works are “qualifying works” for the purposes of s 20ZA(2) of the Act and therefore the Consultation Requirements are engaged.
16. A failure to adhere to the Consultation Requirements limits each qualifying tenant's contribution to the costs of the Works to £250 per service charge year unless dispensation is granted by the Tribunal.
17. S 20ZA(1) of the Act provides: -

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 *Daejan Investments Ltd v Benson* [2013] UKSC 14 (“*Daejan*”), the Supreme Court considered the proper approach to an application for dispensation under s.20ZA, noting that: -
 - a. The purpose of the Consultation Requirements is to ensure that tenants are protected from paying for inappropriate works or paying more than would be appropriate for them.

- b. On that basis, the Tribunal should focus on the extent to which tenants were relevantly prejudiced in either respect by the failure of the landlord to comply with the Consultation Requirements.
- c. The Tribunal has the power to grant dispensation on such terms as it thinks fit, provided that such terms are appropriate in their nature and effect, including in relation to the recoverability cost of the works and / or the parties' costs incurred in connection with the application for dispensation.
- d. However, where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the Consultation Requirements, unconditional dispensation should normally be granted.
- e. The only disadvantage of which a tenant may legitimately complain is one which they would not have suffered if the Consultation Requirements had been fully complied with but which they would suffer if unconditional dispensation were granted.
- f. Although the legal burden of proof would be, and would remain, on the landlord, the factual burden of identifying some relevant prejudice that they would or might have suffered would be on the tenants.
- g. Given that the landlord will have failed to comply with Consultation Requirements, and the Tribunal is having to undertake the exercise of reconstructing what would have happened, it may view the tenant's arguments sympathetically, for instance resolving in their favour any doubts as to whether the works would have cost less, or that some of the works would not have been carried out or would have been carried out in a different way. The more egregious the landlord's failure, the more readily the Tribunal would be likely to accept that tenants had suffered prejudice.

- h. The tenants' complaint will normally be that they have not had the opportunity to make representations about the works. Accordingly, the tenants have an obligation to identify what they would have said.
- i. Once the tenants have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it.
- j. Save where the expenditure is self-evidently unreasonable, it would be for the landlord to show that any costs of investigating relevant prejudice incurred by the tenants were unreasonably incurred before it could avoid being required to repay them as a term of dispensation being granted.

Determination

- 19. The only issue for the Tribunal to consider under s 20ZA is whether it is reasonable to dispense with the consultation requirements.
- 20. As set out above, the purpose of the Consultation Requirements is to ensure that tenants are protected from paying for inappropriate works or paying more than would be appropriate for them.
- 21. The Tribunal must consider therefore whether the Respondents were "relevantly prejudiced" by the failure to consult, and bear in mind the considerations set out above in *Daejan*.
- 22. The Tribunal is satisfied that the Works were necessary and urgent, that they arose from genuine and serious fire safety deficiencies and that there was a compelling need for prompt investigation and remediation. That conclusion is supported independently by the Fire Risk Assessment, the Fire and Rescue Action Plan and the subsequent correspondence from Lincolnshire Fire and Rescue.

23. Consistent with *Daejan*, however, urgency is not determinative. The Tribunal's function is to assess "relevant prejudice" arising from the failure to complete consultation.
24. The Tribunal considers it significant that the Applicant did not simply disregard consultation; it notified the leaseholders, issued a Notice of Intention, invited observations and contractor nominations, and sought competing quotations while pursuing the urgent remedial scheme.
25. No Respondent has objected to the Works, the proposed dispensation or the process followed. No Respondent has identified an alternative contractor, a different specification, a lower quotation which would have been available, or any other opportunity which was lost because the Consultation Requirements were not completed in full.
26. In conclusion, the Tribunal finds that no "relevant prejudice" occasioned by the Applicant's failure to comply with the Consultation Requirements has been shown, and no evidence that the extent, quality and / or cost of the works were affected by that failure has been satisfactorily adduced.
27. In view of the above, the Tribunal is satisfied that it is reasonable to grant the Application without any conditions.
28. This determination does not affect the Respondents' right to apply to the Tribunal to determine the payability of the cost of the Works under the terms of the lease, or the reasonableness of the Works in terms of quality or amount, pursuant to s 27A of the Act.

Judge Richard M. Dobson-Mason

26 August 2026

Annex A – Various Residential Long Leaseholders