



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

Case Reference : **LON/00BG/LDC/2025/0911**

Property : **Bloom House, Chestnut Apartment,
Arcacia House and Alameda Place,
London, E3 2ZN**

Applicant : **Miller (GRF) Limited**

Representative : **Residential Management Group
Limited**

Respondents : **The Leaseholders**

Representative : **N/A**

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

Tribunal : **Tribunal Judge Mohabir**

Date of Decision : **28 September 2026**

DECISION

1. The Applicant seeks an order pursuant to s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) for *retrospective* dispensation with the consultation requirements in respect of works to install a new Frontius Inverter following a fire at the property known as Bloom House, Chestnut Apartment, Arcacia House and Alameda Place, London, E3 2ZN (“the property”).
2. The property is described as an estate comprised of 2 blocks of flats and 4 separate stand alone properties. Two separate rooftop solar photovoltaic (PV) systems are installed on the roof of Bloom House serving both that property and Chestnut Apartments. The inverter that is the subject matter of this application only served Bloom House and the costs of replacing it are recoverable only from the leaseholders of this block. The Applicant is the freeholder of the property, and the Respondents are the long leaseholders of the flats.
3. It is common ground that 14 July 2025, a fire incident occurred in Bloom House. The inverter situated on the roof caught fire. The fire services were called and extinguished the fire. The Applicant instructed the site solar panel repair contractor, Solar Air UK Limited (“Solar Air”), to attend and make the solar panel system safe.
4. On 18 July 2025, Solar Air issued an incident report setting out their findings. Smoke was observed coming from the top and vent areas of the inverter while the system was active, and visible flames were present. The fire remained contained and did not spread beyond the immediate area. The inverter serving Bloom House was deemed irreparably damaged. The damage extended to the AC and DC isolators and AC cabling leading to and from the unit. The inverter for Chestnut Apartments had not been affected nor suffered any heat damage. Solar Air recommended the replacement of the damaged components.
5. On 23 July 2025, Solar Air submitted a quote for the remedial works, amounting £3,030.00 excluding VAT. The works included the commissioning, the installation and the testing of a Fronius inverter, a DC isolator and an AC isolator. On 31 July 2025, the Applicant was made aware of the urgency to carry out the remedial works. The contractor advised that the solar panel system could not be restored until the works had been carried out.
6. The Applicant considered the risks of delaying the works rendering the building non-compliant under the Regulatory Reform (Fire Safety) Order 2005 and the possibility of invalidating the building insurance policy. Furthermore, the flat roof area was covered with dry grass and debris, creating a highly flammable environment and an additional fire hazard. It, therefore, took the decision to not to carry out statutory consultation with the leaseholders under section 20 of the Act and instructed Solar Air to carry out the remedial work without further delay. Apparently, practical completion occurred on 17 November 2025.

7. By an application dated 14 October 2025, the Applicant applied seeking retrospective dispensation for the remedial work to replace the inverter on the roof of Bloom House. On 15 July 2026, the Tribunal made directions. The Applicant was directed to serve the Respondents with a copy of the application and the directions, which occurred on 28 July 2026. The Respondents were directed to respond to the application stating whether they objected to it in any way by 17 August 2026.
8. Save for Mr Samuel Dodd and Ms Rebecca Fox, the leaseholders of Flat 6, Bloom House, none of the other Respondents have objected to the application.

Relevant Law

9. This is set out in the Appendix annexed hereto.

Decision

10. As directed, the Tribunal's determination "on the papers" took place on 28 September 2026 and was based solely on the documentary evidence contained in the hearing bundle comprised of 110 pages filed by the Applicant.
11. At pages 83-87 is the statement filed by Mr Dodd and Ms Fox. They concede that they do not dispute that the roof fire of 14 July 2025 required a prompt response, nor that the affected equipment had to be replaced. The Respondents do not invite the Tribunal to refuse dispensation outright.
12. They ask the Tribunal to grant dispensation subject to conditions, and in particular subject to a condition that the Applicant may not recover the costs of this application through the service charge. The Applicant has confirmed that no costs in relation to making the application are being sought apart from the application fee itself.
13. Mr Dodd and Ms Fox's argument is that the failure on the part of the Applicant to carry out statutory consultation resulted in a loss of opportunity on their part to enquire (a) whether the loss was recoverable under the buildings insurance policy rather than through the service charge; (b) the maintenance history of the solar panel installation and its bearing on whether the replacement cost was reasonably incurred; and (c) the correct apportionment of the cost between the schedules. In other words, all of these arguments relate to the cost of the remedial work.
14. The relevant test to be applied in an application such as this has been set out in the Supreme Court decision in ***Daejan Investments Ltd v Benson & Ors*** [2013] UKSC 14 where it was held that the purpose of the consultation requirements imposed by section 20 of the Act was to ensure that tenants were protected from paying for inappropriate works or paying more than was appropriate. In other words, a tenant should suffer no real prejudice in this way.

15. The issue before the Tribunal was whether dispensation should be granted in relation to the requirement to carry out statutory consultation with the leaseholders regarding the remedial work to replace the inverter on Bloom House. The Tribunal is not concerned in this application about the actual cost that has been incurred, which in essence is the argument made by Mr Dodd and Ms Fox.
16. The Tribunal granted the application for the following main reasons:
 - (a) The Tribunal was satisfied that the Respondents had, at all material times, been kept informed of the need for the repair work and had been served with the application together the evidence in support. There has been no objection from any of them save for Mr Dodd and Ms Fox. The Tribunal attached significant weight to this.
 - (b) The Tribunal accepted the Applicant's unchallenged evidence of the urgent need to carry out remedial work to replace the inverter on the roof of Bloom House
 - (c) The Tribunal was mindful of the potential invalidation of the buildings insurance policy and, more importantly, the potential fire risk caused by the presence of dry grass and debris on the roof of the building.
 - (d) The Tribunal was, therefore, satisfied that the delay would have exposed the leaseholders to these continuing risks, especially in relation to the risk of a fire which had to be mitigated by having the repair work carried in a timely manner.
 - (e) Materially, neither Mr Dodd nor Ms Fox is able to establish any actual financial prejudice caused by the Applicant's failure to carry out consultation. Taken at its highest, their arguments if correct, only establish the *possibility* of some financial prejudice, the extent of which is not known. This does not satisfy the test in ***Daejan***.
 - (f) Furthermore, Mr Dodd and Ms Fox and the other Respondents have the statutory protection of section 19 of the Act, which preserves their right to challenge the actual costs incurred by making a separate service charge application under section 27A of the Act including the Applicant's costs of making this application.
17. The Tribunal, therefore, concluded that the Respondents were not actually prejudiced by the Applicant's failure to consult, and the application was granted as sought.

18. It should be noted that in granting this part of the application, the Tribunal makes no finding that the scope and cost of the repairs are reasonable.

Name: Tribunal Judge Mohabir **Date:** 28 September 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).

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 20

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .
- (2) In this section “relevant contribution”, in relation to a tenant and any works or agreement, is the amount, which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.
- (3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.
- (4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
 - (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
 - (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.
- (5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
 - (a) an amount prescribed by, or determined in accordance with, the regulations, and
 - (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.
- (6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.
- (7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in

accordance with, the regulations is limited to the amount so prescribed or determined.

Section 20ZA

- (1) Where an application is made to a leasehold valuation 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.