



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

Case Reference	:	LON/00AH/LDC/2026/0222
Applicant	:	NSQ Residents Management Company Limited
Property	:	New South Quarter, Woodhall Court Croydon CRO
Respondents	:	Various leaseholders of New South Quarter Croydon
Type of Application	:	Application under section 20ZA to dispense with consultation requirements for a scheme of Major work
Tribunal	:	Judge Daley
Date and venue of Paper Determination	:	23 September 2026- Paper determination- determined remotely
Date of Decision	:	5 October 2026

DECISION

Decision of the tribunal

- i. The tribunal grants dispensation in respect of the major works relating to rectify the current issues associated with the smoke control systems which open the vent installation systems**
- ii. The Tribunal makes no order for the cost occasioned by the making of the application.**

The application

- 1. The applicant by an application, dated 15 June 2026 sought dispensation under section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.**

The Background

- 2. The premises which are the subject of the application Woodall Court consisting of 145 residential units located in 8 blocks over 5-8 floors, with 3 commercial units comprising the ground floor and; Peebles Court consisting of 216 residential units located over 10 cores over 5-9 floors.**
- 3. The work for which dispensation was sought were for works to rectify the current issues associated with the smoke control systems which open the vent installation systems. Due to London Fire Brigade requirements the building was said to require new automatically opening vents. As the application stated that the automatically opening vents ('AOVs') installed were deficient. The work was said to be urgent as it involved work to ensure the systems were safe in the event of a fire.**
- 4. The costs of the work were set out in the Specification and Estimate provided by Kingspan Light & Air dated 18.03.2025. The costs were in the sum of £63,562.00.**
- 5. Directions were given on 14 August 2026 setting out the steps to be taken by the Applicant, (including serving the application on the respondents) for the progress of this case. The Directions at paragraph B stated that -> “...The only issue for the tribunal is whether or not it is**

¹ See Service Charges (Consultation Requirements) (England) Regulations 2003 (SI2003/1987)

reasonable to dispense with the statutory consultation requirements. This application does not concern the issue of whether any service charge costs will be reasonable or payable.”

6. The Directions also provided at paragraph 2 stated that -: *“Those leaseholders and sublessees who oppose the application must by 2.9.2026 -: complete the attached form and send it by email to both the Applicant/Landlord and to the Tribunal; and (ii) Send to the applicant/ landlord a statement in response to the application with a copy of the reply form by email or by post. They should send with their statement copies of any documents upon which they wish to rely...”*
7. The Directions also provided that the application would be determined on the basis of written representations in the week commencing 14.09.2026, and that any request for a hearing should be made by 11.09.2026. No request was made for a hearing, and the Tribunal satisfied itself that the matter was suitable to be dealt with on the papers.
8. The Tribunal noted that the Applicant has complied with the directions and copies of the application were provided to the leaseholders and occupants on 19 August 2026, by email and by attaching a notice in a prominent place in the common parts.
9. The Tribunal was provided with a hearing bundle, and within the bundle was a form and respondent’s statement of case which had been provided in compliance with the directions by James Mountford. In his statement he set out that although he did not object to fire safety work being undertaken, he queried the urgency of the work and why it was not possible to comply with the Section 20 consultation requirements, given the lack of information about the LFB regulations.
10. In his statement of case, he set out that *“The application states that the site currently has nine head-of-stair vents left permanently open ('POVs') because LFB considered the automatically opening vents ('AOVs') installed to be deficient. It states that alterations were undertaken because of LFB requirements, that these were intended to be temporary until an appropriate AOV solution could be installed, and that the vents are presently held in the open position by timber framing because of LFB’s direction. At paragraph 6, of his statement he set out that “I reviewed the information that was then publicly available on LFB’s Public Register concerning Enforcement Notice 7429, dated 09/11/2022, relating to Peebles Court. The notice identified several matters under the Regulatory Reform (Fire Safety) Order 2005, including requirements relating to general fire precautions, fire risk assessment, emergency routes, emergency planning and the maintenance of equipment and facilities provided for firefighters.” He stated that as the published information did not identify AOVs or POVs or the nine vents identified in the application, he subsequently contacted the LFB to find out about the status of the*

Enforcement Notice 7429. He set out that he was informed that full compliance had been achieved on 01/06/2023 and “that a compliance letter had been issued to the responsible person at that time.”

- 11.** In his written statement, Mr Mountford stated that *“LFB also explained that, due to an administrative oversight, its Public Register hadn't been updated to reflect that compliance had been achieved. Following my enquiry, LFB corrected the register. LFB further advised that, because the entry was more than three years old by then, it'd be removed from the Public Register in accordance with its retention arrangements.”* Although he recognised that a further notice might have been served, he was concerned that this information had not been provided in support of this application.
- 12.** In a reply prepared by Charlotte Collins on behalf of the Applicant it was stated that:- *It should be noted that the previous managing agents for the two buildings were aware of this issue and therefore went to Kingspan, who are the recognised manufacturer for this type of system, and who had designed and installed the original system when the buildings were constructed. They placed an order with Kingspan for both buildings since there were considerable advantages in terms of procurement and craneage for both buildings at once rather than simply buying for one building. The equipment required to carry out the works for which dispensation is sought, has already been purchased and is in storage awaiting installation. vii. It was only ever intended that permanently propping open the AOVs in Peebles Court would be a temporary arrangement until a proper installation was made. Whilst these permanently open vents satisfied the requirements of LFB in 2023, they are not by any means a satisfactory or permanent solution to the situation within Peebles Court and there is urgent need for remedial works.*
- 13.** The Tribunal was provided with a letter/notice from the London Fire Brigade dated 29 June 2026, Notification of Fire Safety Deficiencies. The date given for compliance was 14 December amongst the work listed as in need of requirement was *“The ongoing fault with the automatic opening vent system had not been effectively planned and organised for repair, resulting in a prolonged reliance on a temporary control measure rather than a permanent resolution.”*

The tribunal's Decision and reasons for the Decision

- I. The Tribunal having considered all of the circumstances in this case, noted that although the application did not the up-to-date information concerning the LFB notice dated 29 June 2026, the Tribunal was satisfied that there was a notice which was in force which required work to be undertaken to the vents.

- II. It also noted that the sole respondent, in this case was Mr Mountford and that although he queried the need to undertake the work prior to consultation, he stated that he did not object to the work in principle. He also did not object or suggest that his objection related to the costs of the work. However, the reasonableness and payability of the work, is outside the scope of this application.
- III. The Tribunal noted that its jurisdiction in this matter is somewhat limited, and the scope is set out in Section 20ZA and as discussed by the court in *Daejan –v- Benson (2013)* which requires the Tribunal to decide on whether the leaseholders would if dispensation is granted suffer any prejudice. Although the Tribunal does not find that there is any prejudice to the dispensation being granted, The Tribunal would note that the limit in its jurisdiction has meant that the Tribunal has not specifically considered whether the work is within the scope of the repairing covenant in the lease. Given this, it is for the landlord to satisfy itself of this and to determine the proportion payable by the tenant prior to undertaking the work. As nothing in the Tribunal's decision deals with the reasonableness or payability under the lease of the work in issue.
- IV. The Tribunal having considered, the application and supporting information is satisfied that it is appropriate for the application to be granted.
- V. The Applicant **shall within 28 days** provide the Respondents with information of the full scope of the work, the provisions within the lease under which the work was carried out and if the work, the full costs of the work and the contribution to the costs of the work to be paid by each leaseholder.
- VI. The leaseholders will of course enjoy the protection of section 27A of the 1985 Act so that if they consider the costs of the work are not reasonable (on the grounds set out above or any other ground) they may make an application to the tribunal for a determination of their liability to pay the resultant service charge.
- VII. No applications were made for costs before the tribunal.

Judge Daley

Date:05.10.2026

Appendix of relevant legislation

Landlord and Tenant Act 1985

Section 27A

- (1) An application may be made to a leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

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) a leasehold valuation 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.]

1. **S2oZA Consultation requirements: supplementary**

- (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.
- (2) In section 20 and this section—
"qualifying works" means works on a building or any other premises,
and

- "qualifying long term agreement" means (subject to subsection (3))
an agreement entered into, by or on behalf of the landlord or a
superior landlord, for a term of more than twelve months.
- (3) The Secretary of State may by regulations provide that an agreement
is not a qualifying long term agreement—
(a) if it is an agreement of a description prescribed by the
regulations, or
(b) in any circumstances so prescribed.
- (4) In section 20 and this section "the consultation requirements"
means requirements prescribed by regulations made by the
Secretary of State.
- (5) Regulations under subsection (4) may in particular include
provision requiring the landlord—
(a) to provide details of proposed works or agreements to tenants or
the
Recognised tenants' association representing them,
(b) to obtain estimates for proposed works or agreements,
(c) to invite tenants or the recognised tenants' association to propose
the names of persons from whom the landlord should try to
obtain other estimates,
(d) to have regard to observations made by tenants or the recognised
tenants' association in relation to proposed works or agreements
and estimates, and
(e) to give reasons in prescribed circumstances for carrying out
works or entering into agreements.
- (6) Regulations under section 20 or this section—
(a) may make provision generally or only in relation to specific cases,
and
(b) may make different provision for different purposes.
- (7) Regulations under section 20 or this section shall be made by
statutory instrument which shall be subject to annulment in
pursuance of a resolution of either House of Parliament. [...]
2. The relevant Regulations referred to in section 20 are those set out in
Part 2 of Schedule 4 of the Service Charge (Consultation etc) (England)
Regulations 2003.