FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/29UN/LDC/2025/0783
Property	**:**	91 West Cliff Road, Ramsgate, CT11 9NS
Applicant	**:**	Ian Humberstone Limited
Representative	**:**	Ian Humberstone
Respondents	**:**	Sarah Jane Cass (Flat 1) Craig Potter (Flat 2) Tina Shand (Flat 3)
Representative	**:**	
Type of Application	**:**	To dispense with the requirement to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985
Tribunal Member	**:**	Regional Surveyor J Coupe FRICS Mr S Mason FRICS
Date of Decision	**:**	9 October 2026

DECISION

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Summary of the Decision

1. **The Applicant is granted retrospective 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 Act in relation to works undertaken to the front steps and front wall of the property in December 2024. The Tribunal has made no determination on whether the costs of the works are reasonable or payable.**

Background

2. The Applicant seeks 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 Act ("the 1985 Act"). The application was received on 29 December 2025.

3. The Property is described as a mid-terraced Victorian building converted into three self-contained flats, with Flat 1 on the lower ground floor, Flat 2 on the upper ground floor and Flat 3 on two upper floors.

4. The three Respondents are each a long leaseholder in one of the three flats.

5. The Applicant seeks retrospective dispensation from the consultation requirements in respect of repair works carried out to the front steps and to the front wall of the property in December 2024. It is claimed that the cost of those works exceeded the statutory consultation limit of £250 per flat.

6. The Tribunal gave Directions on 13 May 2026, listing the steps to be taken by the parties in preparation for the determination of the dispute, if any.

7. The Directions stated that the Tribunal would determine the application on the papers unless a party objected in writing to the Tribunal within 14 days of the date of receipt of the Directions. No such objection was received.

8. Whilst the parties indicated a preference for a paper determination, the Respondents opposed the substantive application. In the circumstances, and having regard to the Tribunal's overriding objective to deal with matters fairly and justly, the Tribunal considered that a hearing was required.

9. The only issue for the Tribunal is whether or not it is reasonable to dispense with the statutory consultation requirements. This application is not about the proposed costs of the works, and whether they are recoverable from the leaseholders as service charges or the possible application or effect of the Building Safety Act 2022. The leaseholders

have the right to make a separate application to the Tribunal under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the costs, and the contribution payable through the service charges.

The Hearing

10. The hearing was conducted remotely from Havant Justice Centre, Elmleigh Road, Havant, PO9 2AL. The parties joined the hearing via the Tribunal's online platform CVP. The Applicant was represented by Ian Humberstone, and each of the Respondents, Sarah Jane Cass, Craig Potter and Tina Shand, attended.

Preliminary Matters

11. It was confirmed that Ian Humberstone is a Director of the Applicant, Ian Humberstone Limited, and is the company representative in this matter.

12. By Directions dated 11 June 2026, the Tribunal required the Applicant to provide the hearing bundle, with the application standing to be struck out in the event of non-compliance, subject to liberty to apply for reinstatement. The Applicant failed to provide a bundle. However, the Respondents submitted a bundle comprising 102 pages, which included the application and the documentation and evidence upon which both parties intended to rely. In those circumstances and having regard to the overriding objective in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, including the requirement to deal with cases fairly and justly, proportionately and with flexibility and without unnecessary delay, and to Rule 6 case management powers, the Tribunal considered it appropriate for the hearing to proceed using the Respondent's bundle.

13. The Applicant's reply to the Respondents' witness statements and evidence was not included in the bundle, having been received out of time. Prior to the hearing, the Tribunal informed Mr Humberstone that, should he seek to rely upon the one-page document, he would be required to make a case management application for permission to adduce the reply out of time. Mr Humberstone confirmed that he did not intend to make such an application. In those circumstances, the document was not considered by the Tribunal in reaching its decision.

14. The Tribunal considered that the Respondents' joint Statement of Case, and Mr Potter's witness statement bore indications of having been drafted, at least in part, using artificial intelligence ("AI"). Mr Potter candidly acknowledged that AI had been used in the preparation of those documents. He confirmed, however, that he had read and understood the contents of each document, that they accurately reflected the submissions and evidence upon which he relied, and that the facts stated were true to the best of his knowledge and belief. The

Tribunal was accordingly content to treat the documents as Mr Potter's own evidence and submissions.

Applicant's Case

15. The Applicant relied upon their application as its statement of case. Mr Humberstone was asked questions by the Respondents regarding matters set out in the application, after which the Tribunal raised its own questions to clarify various matters.

16. Mr Humberstone stated that, following notification from Ms Cass on 6 September 2024 of water ingress affecting the property, he instructed SR Building Services ("SR") to investigate the source of the issue and, thereafter, to carry out the necessary remedial works. Those works were undertaken in December 2024.

17. Mr Humberstone explained that the period between the initial report of disrepair and the commencement of the remedial works was attributable to SR's limited availability. He said that appointments were delayed on a number of occasions due to the contractor's commitments on other projects overrunning.

18. Mr Humberstone further explained that contractors willing to undertake relatively modest repair projects were becoming increasingly difficult to source. Having previously engaged SR successfully, he regarded the contractor as reliable and capable of delivering repairs of an appropriate quality at a reasonable cost. In those circumstances, he considered it reasonable to await SR's availability rather than seek alternative quotations.

19. Mr Humberstone described the works as comprising two distinct elements. The first involved the removal and repair of damaged sections of the front steps, the removal and replacement of defective render adjacent to those steps, and the renewal of weathered pointing to the front elevation. Those works were completed on 10 December 2024 at a cost of £750.00

20. The second element of the works was undertaken on 16 December 2024. It comprised further repointing to the front elevation, the removal of flaking paint followed by redecoration, and the application of sealant to the front windows. The cost of those works was £750.00

21. Mr Humberstone stated that the cost of the proposed remedial works was initially expected to fall below the statutory consultation threshold of £250 per flat. However, following SR's inspection of the property, it became apparent that the extent of the necessary repairs was greater than had originally been anticipated, with the result that the cost of the works would likely exceed the statutory threshold.

22. Mr Humberstone explained that he regarded the works as urgent because water was dripping onto electrical boards within the property, giving rise to potential safety concerns and the risk of further damage.

23. Mr Humberstone asserted that the Respondents had failed to demonstrate any relevant prejudice caused by the failure to consult.

Respondent's Submissions and Witness Evidence

24. Witness statements were provided by Craig Potter and Sarah Jane Cass. Ms Shand confirmed that she relied upon the Respondents joint statement of case and had not submitted an individual witness statement.

25. The Respondents oppose the application on six grounds:

    i. The Applicant has not demonstrated urgency sufficient to justify bypassing consultation.
    ii. The Applicant delayed 95-days before commencing works, contradicting the argument of urgency.
    iii. The works included external building improvements, not merely repairs.
    iv. The works were of a poor quality and proved ineffective. Water ingress continued and deterioration worsened. Further works were required.
    v. Evidence demonstrates that the Applicant pre-planned the external works and used the incident of water ingress as a pretext to avoid consultation.
    vi. The Respondents suffered actual prejudice within the meaning of Deajan.

Mr Potter's evidence

26. Mr Potter purchased Flat 2 in January 2022. As part of the conveyancing process, he was provided with an LPE1 form completed by the Applicant in September 2021. The form recorded that external decorations were expected to be undertaken in 2023 and that a reserve fund of £500 existed which was sufficient to meet known Section 20 expenditure. Mr Potter submitted that this evidence proved that the Applicant had long been aware of the need for external works to the property. Despite this, the anticipated programme of external redecoration did not proceed in 2023.

27. Mr Potter submitted that water ingress was first reported by Ms Cass on 6 September 2024, yet remedial works did not commence until 10 December 2024, a period of approximately 95 days. He contended that, had the situation genuinely constituted an emergency, particularly in light of the alleged risk posed to electrical installations by water penetration, the Applicant would reasonably have been expected to take action far more promptly. In his opinion, the length of time taken to commence the works is inconsistent with the Applicant's contention

that the statutory consultation requirements could not be complied with owing to the urgency of the circumstances.

28. Mr Potter referred to three invoices totalling £1,850:

- £750.00, dated 10 December 2024
- £750.00, dated 16 December 2024
- £350.00, dated 2 May 2025.

29. Mr Potter submitted that the invoices encompass not only repair works but also a number of items that appear to be improvement, maintenance or decorative works, including the painting of a handrail, sealing of windows, staining of fencing and decorative floor painting. In his view, such works extend beyond what was reasonably necessary to remedy the water ingress and are more consistent with the programme of external decoration previously anticipated and referred to in the 2021 LPE1 form. He argued that this undermines the Applicant's contention that the works were undertaken solely as an urgent response to the reported defect.

30. Mr Potter also expressed concern that the total cost of £1,850 cost was split across three separate invoices. He submitted that the works in question formed part of a single project and should properly have been treated as such. In his view, the division of the costs between multiple invoices raises the possibility that the works were artificially separated so as to avoid engaging the statutory consultation requirements under section 20. He referred the Tribunal to correspondence in which the leaseholders had challenged the Applicant on this point.

31. Mr Potter stated that, prior to the commencement of the works, he received no notice of the proposed works and was not provided with a description of the works to be undertaken. He was not invited to make observations, was not provided with estimates or quotations, was not informed of the anticipated cost of the works and was given no opportunity to nominate an alternative contractor. He submitted that the leaseholders were therefore deprived of each of the safeguards ordinarily afforded by the statutory consultation process.

32. He further stated that the leaseholders were required to make repeated requests to the Applicant before copies of the relevant invoices were provided, which he contended reflects a lack of transparency in relation to the procurement and cost of the works.

33. Mr Potter stated that, by April 2025, the works remained incomplete. In particular, he noted that the concrete flooring had not been coated with weatherproof paint which, he understood, had been intended as part of the works. He further stated that areas of paintwork were already blistering and flaking, and that repairs to the steps had failed shortly after completion. In his submissions, these matters call into

question both the adequacy of the works undertaken and the quality of their execution.

34. Mr Potter stated that the deterioration continued following completion of the works, with the result that water ingress persisted and ongoing damage was caused both to Flat 1 and to the communal areas. He submitted that this demonstrated that the works had not provided an effective remedy to the problem and that the contractor engaged lacked the necessary competence to undertake the works to an adequate standard. He further contended that, had the statutory consultation process been followed, the leaseholders may have been able to identify a more suitable contractor or contribute to a different scope of works that would have addressed the underlying issues more effectively.

35. Referring to the prejudice he contends was suffered as a result of the absence of consultation, Mr Potter submitted that he was deprived of the opportunity to understand and comment upon the proposed works, to challenge whether certain elements constituted necessary works or were improvements, to obtain or propose alternative quotations, to assess the reasonableness of the anticipated costs, and to satisfy himself that any reserve funds were being applied appropriately. He further stated that he was denied any meaningful opportunity to influence the selection of the contractor appointed to undertake the works. In his view, the total expenditure of £1,850 was excessive having regard to the nature, extent and quality of the works carried out.

36. Mr Potter referred to similar external works carried out at another property owned by Ms Cass in April 2026. He says that those works were undertaken by a different contractor at a cost of £511.41 and suggested that they were to a higher standard. He relied on such as evidence that a competent alternative contractor was available in the market and that substantially lower costs could have been achieved had the leaseholders been afforded the opportunity to participate in the consultation process.

Ms Cass's evidence

37. Ms Cass contended that the Applicant's handling of the water ingress issue was indicative of poor management and that, as a consequence, she had suffered prejudice. In her opinion, the manner in which the matter was investigated and addressed gave rise to unnecessary delay, uncertainty and expense, while failing to achieve an effective resolution of the underlying problem.

38. Ms Cass stated that this was not the first occasion on which she had become involved in a dispute with the Applicant. She referred to previous Tribunal proceedings concerning the payability of service charges. She asserted that such history forms relevant background to the present application, as it demonstrates what she contends is an ongoing pattern of poor management and a failure by the Applicant to adhere to proper procedures.

39. Ms Cass gave evidence that, on 6 September 2024, she was informed by her estate agent that rainwater was entering both the communal hallway and her flat. She promptly reported the matter to Chestnut Tree Property Management. She described the issue as significant, contending that the water ingress was causing damage and was having an adverse effect on the marketing for sale of her flat.

40. Ms Cass stated that the managing agents acknowledged her report but failed to take prompt and effective action to address the issue. She said that, despite the apparent urgency of the situation, little meaningful progress was made in arranging remedial works and, during the intervening period, the condition of the property continued to deteriorate.

41. Ms Cass drew the Tribunal's attention to correspondence in which the managing agent accepted that there had been a delay in carrying out the repairs because the contractor was unable to attend sooner. She contended that this evidence was inconsistent with the Applicant's assertion that the situation constituted an emergency, as the response to the reported water ingress was not treated with the degree of urgency that might otherwise have been expected.

42. Ms Cass relied upon works carried out in April 2026 to another property she owns, which involved repairs and redecoration to external steps. She contended that those works were broadly comparable to the works undertaken by the Applicant at the subject property but were completed at a substantially lower cost, namely £511.41. She referred to an invoice dated 23 April 2026 from Paint Box Margate, contained at page [80] of the bundle. Photographs of the steps at that property were also included at page [82], together with photographs showing the condition of the subject property before and after the works, at pages [83-102] of the bundle.

43. Ms Cass contended that, had the Section 20 consultation procedure been followed, leaseholders would have had an opportunity to consider the proposed works, obtain alternative quotations, challenge the selection of contractor, and make observations on the scope and cost of the works prior to their commencement. She stated that in denying those protections, leaseholders had been prejudiced.

44. Ms Cass's evidence is that the works undertaken were of an unsatisfactory standard and did not resolve the root cause of the water ingress, such that the underlying problem remained.

45. Ms Cass submitted that she has suffered additional financial prejudice as a consequence of the Applicant's handling of the matter. She contended that the delay in carrying out repairs, together with the alleged poor quality of the works ultimately undertaken, permitted the damage to her flat to worsen, with an attendant impact upon its condition and value. She further noted that the Applicant nevertheless seeks to recover the cost of those works through the service charge,

notwithstanding her contention that the works were neither undertaken promptly nor executed to an acceptable standard.

The Law

46. Section 20 of the Landlord and Tenant Act 1985 ("the Act") and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease, the relevant contribution of each lessee (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement has been dispensed with by the Tribunal. An application may be made retrospectively.

47. The relevant section of the Act reads as follows:

> S.20 ZA Consultation requirements:
> 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.

48. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of Daejan Investment Limited v Benson et al [2013] UKSC 14 ("Daejan").

49. The leading judgment of Lord Neuberger explained that a Tribunal should focus on the question of whether the lessee will be, or had been, prejudiced in either paying where that was not appropriate or in paying more than appropriate because the failure of the lessor to comply with the regulations. The requirements were held to give practical effect to those two objectives and were a means to an end, not an end in themselves.

50. The factual burden of demonstrating prejudice falls on the lessee. The lessee must identify what would have been said if able to engage in a consultation process. If the lessee advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the lessee(s).

51. Where the extent, quality and cost of the works were in no way affected by the lessor's failure to comply, Lord Neuberger said as follows:

> I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be- i.e. as if the requirements had been complied with.

52. The main, indeed normally, the sole question, as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the lessee will be or has been caused relevant prejudice by a failure of

the Applicant to undertake the consultation prior to the major works and so whether dispensation in respect of that should be granted.

53. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges of works arising or which have arisen.

54. If dispensation is granted, that may be on terms.

55. There have been subsequent Decisions of the higher Courts and Tribunals of assistance in the application of the Decision in Daejan but none are relied upon or therefore require specific mention in this Decision.

Findings of fact and Reasons for the Decision

56. The Tribunal exercises its power to retrospectively dispense with the consultation requirements contained in section 20 Landlord and Tenant Act 1985.

57. Works carried out on 10 December 2024 included the removal and repair of damaged sections of the front external staircase and re-rendering of sections of the return wall either side of the staircase, plus repointing of sections of the front elevation. The cost of these works was £750.00. Accordingly, the costs, if taken alone, would not fall under the requirements of statutory consultation.

58. Works undertaken on 16 December 2024 involved repointing the front elevation, repainting of the steps and the application of sealant to windows. The cost of these works was also £750.00. Again, if standing alone, statutory consultation would not be engaged in these costs.

59. The Applicant contended that due to the urgent nature of the works, there was insufficient time to consult leaseholders, notwithstanding the amount of the invoices. The Tribunal is not persuaded on the point and finds it more probable that it was an oversight on the part of the Applicant. The timeline, from the first report of water ingress by Ms Cass on 6 September 2024 to the start of remedial works on 10 December 2024, demonstrates that there was sufficient time, for leaseholders to have been consulted.

60. Furthermore, the Applicant's assertion of urgency sits uneasily with the division of the works into two invoices of £750.00 each, thereby keeping the cost of each invoice below the statutory consultation threshold.

61. We next turn our attention as to whether the Respondents have suffered any relevant prejudice from the lack of consultation.

62. The Respondents made general statements as to what actions they would have taken had they been consulted. They stated that they would

have considered the proposed works, obtained alternative quotations, challenged the selection of contractor and made observations on the scope and cost of the works. However, the Tribunal finds that the Respondents have not provided any evidence of those actions.

63. The Respondents rely upon the work undertaken by Paint Box Margate at an alternative property, which they consider broadly comparable but which cost significantly less than the works undertaken at the subject property. The Tribunal does not find these works comparable.

64. The photographs of the subject property at pages [83-84] of the bundle show eight steps with return walls either side. The photographs of the comparable work at page [82] show three steps and no return walls. The works undertaken at the comparable property were clearly to steps considerably smaller than at the subject property.

65. Furthermore, the invoice from Paint Box Margate reports: *"This work was completed as a two-day refresh, focusing on improving the overall appearance and stabilising existing surfaces rather than a full restoration"*. [81] The Tribunal finds that not only were the comparable works to a significantly smaller set of steps but also that the extent of the works was considerably less. The Tribunal therefore affords no weight to this comparable.

66. Applying the principles in Daejan, and in particular that it is for the Respondents to demonstrate a credible case for prejudice, the Tribunal does not find any evidence that the Respondents have sustained any relevant prejudice. The Respondents argued that they wished to nominate their own contractor to undertake the works, but there is no evidence before the Tribunal as to what that contractor would have quoted for these works or what the Applicant would have done with that quote, mindful that its obligation under section 20 is simply to have regard to such quotes, albeit a requirement to provide an explanation should they decide to instruct a higher quotation.

67. The Tribunal therefore finds no evidence as to what, if any, financial prejudice was suffered by the Respondents as against the position which would have arisen if those consultation requirements had been followed.

68. Substantial parts of the Respondent's evidence relate to concerns as to the standard of works undertaken and the time taken to instruct contractors, through which they argue the damage worsened. The Tribunal considers the Applicant's approach to the works leaves a great deal to be desired. However, the Tribunal makes no findings as to whether the costs incurred are reasonable or payable.

69. The Tribunal repeats the text of paragraph 9 above … *This application is not about the proposed costs of the works, and whether they are recoverable from the leaseholders as service charges … The leaseholders have the right to make a separate application to the*

Tribunal under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the costs, and the contribution payable through the service charges.

70. Accordingly, in the absence of any relevant prejudice to the Respondents, the Tribunal is satisfied that the Applicant has established sufficient grounds for the grant of retrospective dispensation.

71. The Tribunal makes no findings as to whether the works undertaken on 10 and 16 December 2024 constituted a single set of qualifying works, nor whether the further works carried out in May 2025 at a cost of £350.00 should be aggregated within those earlier works. If each invoice related to a separate set of works, consultation was not required. If, however, the December works formed a single set of works, or if all three invoices fell to be treated as one programme of works, the Tribunal is satisfied, for the reasons set out above, that dispensation from the consultation requirements should be granted.

DECISION

72. The Tribunal is satisfied that it is reasonable to grant dispensation from the consultation requirements under Section 20 of the 1985 Act, in respect of those repairs described at paragraphs 19-20 above.

73. The Tribunal has not made a determination on whether the costs of the works are payable or reasonable. If a Lessee wishes to challenge the payability or reasonableness of those costs, then a separate application under section 27A of the Landlord and Tenant Act 1985 would have to be made.

74. The Tribunal makes no findings as to the works undertaken in May 2025 at a cost of £350.00. These works fall beneath the statutory threshold for consultation. If, as the Respondents argue, these works form part of the earlier works, then they shall be included within the dispensation granted.

RIGHTS OF APPEAL

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28- day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.