FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	HAV/43UE/LDC/2026/0092
Property	:	Flats 1-4 Kian Court RH4 1QN
Applicant	:	Peak Estates Ltd
Representative	:	Solomon Gluck
Respondents	:	Joseph and Lauren Scrivens, of Flat 1 Jenna Daniels, of Flat 2 Sarita Bindu Goswami Singh and Jonathan David Holland, of Flat 3 Harry James Blake, of Flat 4
Representative	:	Sarita Singh
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 member	:	Judge Taylor
Date and Venue of hearing	:	9 November 2026, on the papers
Date of decision	:	9 November 2026

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DECISION

Decision of the Tribunal

The Tribunal grants the application for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 in relation to the works completed in October 2025 as detailed in the invoice of KKP dated 20 October 2025 and the Applicant's email to the Respondents dated 12 August 2026, on condition that none of the costs incurred by the Applicant in relation to this Application are passed to the Respondents either through the service charge or as administration charges.

The application

1. The Applicant seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 ("the Act") from the consultation requirements in relation to certain "qualifying works" (as defined by the Act). The application was received on 28 May 2026.

2. This matter has been dealt with without a hearing pursuant to Rule 31 of the Tribunal Procedure Rules 2013 and the Tribunal's Directions dated 10 July and 23 October 2026. No objections were received to that procedure.

3. The Property is described in the application as a converted block of 4 flats with each having 1-2 bedrooms. The conversion is believed to have taken place under 10 years ago.

4. The Applicant is the managing agent of the Property. The Respondents are the leaseholders of the 4 apartments at the Property.

5. The Tribunal has been provided with a copy of the lease for Flat 3, (" the Lease"), as a sample of the leases of all the apartments. This is in conventional terms, with a covenant on the part of the tenant to pay service charges in respect of defined services which the landlord covenants to provide. There is no dispute in this case that the works for which dispensation is sought are within the scope of the service charge covenants.

6. The qualifying works for which dispensation is sought are described in the application as: "*Rebuilding and upgrading the*

existing enclosure housing the communal electrical installations in order to provide appropriate Fire Protection and fire proofing following recommendations arising from a Fire Door Survey".

7. The works were completed on 20 October 2025 and so the application is retrospective. The cost of the completed works was £5,750.

8. The Respondents object to the Application.

9. Both parties provided helpful statements of case and a bundle containing the supporting documents (141 pages) which the Tribunal has taken into account when making this decision.

The Issues

10. This decision is confined to determination of the issue of dispensation from the consultation requirements in respect of the qualifying works. The Tribunal has made no determination on whether the costs are payable or reasonable. If a leaseholder wishes to challenge the payability or reasonableness of those costs as service charges, including the possible application or effect of the Building Safety Act 2022, then a separate application under section 27A of the Act would have to be made.

The Law

11. Section 20 of the Act and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations") require a landlord planning to undertake major works, where a leaseholder will be required to contribute over £250 towards those works, to consult the leaseholders in a specified manner.

12. It is possible to obtain dispensation from compliance with these requirements by an application such as this one before the Tribunal. Essentially the Tribunal must be satisfied that it is reasonable to grant dispensation. If dispensation is not granted, the service charge payable by each tenant for the qualifying works is limited to £250.

13. Section 20ZA of the Act, subsection (1) provides as follows: *'Where an application is made to a 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.'

14. The Supreme Court in the case of *Daejan Investments v Benson and others [2013] UKSC 14* set out certain principles relevant to consideration of applications under section 20ZA. Lord Neuberger, having clarified that the purpose of sections 19 to 20ZA of the Act was to ensure that tenants are protected from paying for inappropriate works and paying more than would be appropriate, went on to state: *'it seems to me that the issue on which the [Tribunal] should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of the landlord to comply with the requirements'*. the Tribunal may grant dispensation unconditionally or on such terms as it thinks fit, including as to costs or a reduction to reflect prejudice.

The Tribunal's decision

The Applicant's case

15. The Applicant accepts that there was a complete failure to carry out any of the consultation procedures required by section 20 and the Regulations. The Applicant says non-compliance was inadvertent, arising from a misunderstanding between it and the landlord freeholder, although no communications between them were produced to support that submission. The Applicant does not seek to rely on any urgency in getting the work done as justification for dispensation.

16. The Applicant's case therefore is that dispensation should be granted because the works were necessary and appropriate and that the Respondents have suffered no relevant prejudice by reason of the failure to comply with the consultation requirements. The Applicant refers to the decision in *Daejan (*above) in support of its submissions.

17. The Applicant's evidence was that a Fire Risk Assessment was commissioned by the landlord in March 2025. A copy of this document is in the bundle and sets out recommended works, including the work that is the subject of this Application. On 1 July

2025, a quote was received from FDS London Limited for the work recommended by the Fire Risk Assessment. The quotation in the bundle is in the sum of £10,475 plus VAT, although the Applicant submits that the relevant quoted price for the purpose of this Application was £7,600. The landlord engaged another contractor, KKP, to do the work. KKP's invoice is dated 20 October 2025 in the total sum of £5,750. The Applicant sent a breakdown of that figure to the Respondents on 12 August 2026.

1. *Fire Boarding & Cavity Barriers • Installing dense fireline plasterboards & fire rated MDF boards • Cavity fire-barrier insulation layers £1,450.00*
   2. Certified Fire Doors & Heavy Ironmongery • Fire rated MDF doors • Fire rated hinges £1,950.00
   3. Cold Smoke Seals & Fire Stopping • Intumescent strips & brush seals • High-expansion intumescent mastic around pipes £850.00
   4. Structural Making-Good & Finishing • Painting £800.00

   5. Waste • Commercial waste disposal & clean up £700.00

Totals £5,750.00

18. The Applicant submits that the evidence of the landlord completing the works at a cost substantially less that the original quote received shows that no prejudice has been caused to the Respondents. This is particularly so where the Respondents have not produced any alternative quotation or estimated price at which the work could have been done had the consultation procedure been followed.

19. The Applicant also submits the works were necessary and reasonable because they were fire safety works recommended by the Fire Safety Assessment.

The Respondents' case

20. The Respondents say that there was no urgency justifying dispensation. As noted above, the Applicant does not rely on urgency, and so no more needs to be said about this.

21. The Respondent also relies on *Daejan* and says they have suffered prejudice because of non-compliance with the consultation requirements as follows. First, they say they were prejudiced by having no, or very late, notice of the works when they took place. This was in the form of disruption caused by the works, with the electricity and water supplies being disrupted during the works without any notice. They say that if the Applicant had followed the consultation requirements, this disruption would have been avoided. Secondly, they say they have been denied the opportunity to seek or propose alternative quotations. They have not produced any such alternatives, or any evidence of what any alternative price might have been.

22. The Respondents also raise various points and concerns about the way the costs of the works have been dealt with in the certificates and accounts prepared by the Applicant. They wish to reserve their right to challenge the reasonableness of the costs incurred under section 19 1985 Act. As noted above, this decision does not affect the Respondents' rights in those regards and so no more needs to be said about them here.

23. By an email to Tribunal dated 28 September 2026, the Respondents' made applications(1) under Section 20C of the Landlord and Tenant Act 1985, that none of the costs incurred, or to be incurred, by the Applicant in connection with these proceedings, whether already incurred, currently being incurred, or incurred at any point in the future, and whether described as legal costs, professional fees, management costs, or otherwise, are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Respondents, in whole or in part; and (2) an order under **p**aragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, that no such costs may be recovered from the Respondents by way of an administration charge, or any other sum demanded under the lease, however described, to the extent that Section 20C would not otherwise apply.

Decision

24. As noted above, the primary question for the Tribunal is to what extent, if any, the leaseholders have been prejudiced by the failure to comply with the consultation requirements.

25. There are several factors in this case to be considered when deciding whether the leaseholders have been prejudiced by a failure to comply with the consultation requirements.

26. First, what, if anything, would the leaseholders have done differently if a consultation had been completed? The Respondents' say firstly they have lost the opportunity to be involved in scheduling the work and to have notice that would have avoided disruption. While I accept the Respondents' evidence that they suffered personal disruption as a result of having no, or very late, notice of the works, I am satisfied that this is not relevant prejudice that should be given significant weight in this Application. The decision in *Daejan* makes clear that the Tribunal must focus on the extent, if any, to which the tenants were prejudiced in either paying for inappropriate works or paying more than would be appropriate as a result of the failure by the landlord to comply with the regulations.

27. The Respondents say that they have lost the opportunity to obtain alternative quotations. I find that is the case. But does that mean they have suffered prejudice in either paying for inappropriate works or paying more than is appropriate? I have no evidence from the Respondent of any alternative price that might have been quoted for the works. The Tribunal views a tenant's arguments on this issue sympathetically, particularly where the landlord has failed completely to comply with the requirements. As the works were completed a long time before this Application was made, it is hard to see how properly competitive quotes could be obtained retrospectively. However, I take account of the Applicant's evidence that it completed the work well below the price quoted by the alternative contractor, FDS London Limited.

28. Further, there is no substantive suggestion in this case that the works done were inappropriate. The evidence shows that the work was done pursuant to the recommendations in the Fire Risk Assessment. The Respondents do not say that the work done was inappropriate. They suggest that they might have been able to

comment on the scope of the work but they do not say how that might have affected the work done and price paid. Their substantive challenge was that the work did not need to be done urgently, in the sense that it would justify non-compliance with the consultation process.

29. Taking these factors into account, I find that the Respondents have not been prejudiced by losing the opportunity to obtain alternative quotations. In my judgment, the fact that the Applicant had the work done at a lower price than the original quotation is indicative, on the balance of probabilities, that the Respondents would not have been able to obtain a significantly lower quotation.

30. The final question for me is whether it is reasonable to grant dispensation unconditionally or whether it is reasonable only to grant it on condition(s). The Supreme Court in *Daejan* decided that the Tribunal can impose conditions of the grant of dispensation, where appropriate.

31. In my judgment, this is a case where it is appropriate to grant dispensation on conditions. There was a complete failure by the Applicant to comply with the consultation requirements. While the Applicant suggests this was "inadvertent", it provided no evidence to explain the sequence of events that led to works being done without any attempt at compliance and where there was no suggestion that there was urgency to the works. The Applicant is seeking dispensation because of its complete non-compliance. I am satisfied that the Respondents' statement of case showed a credible case for prejudice, such that the Applicant was required to rebut it. In these circumstances, I am satisfied that it is reasonable to dispense with the consultation requirements on condition that none of the costs incurred by the Applicant in relation to this application are passed to the Respondents either through the service charge or as administration charges.

32. As for the Respondents' applications under section 20C 1985 Act and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, the Applicant has not made any response of which I am aware. Those applications are academic because the conditions I have made provide the same outcome as would successful applications under those provisions. If those

applications are pursued further, directions will need to be given for the Applicant to respond to them.

33. In the circumstances set out above, the Tribunal considers it reasonable to dispense with the consultation requirements. Dispensation is granted pursuant to section 20ZA of the Landlord & Tenant Act 1985 on the conditions set out above.

Appendix

The Respondents

Samuel Mark Curry
Mr Jordan James Belony
Constantin Sava and Simona Sava
Claudiu Cojocaru & Ionela Simona Cojocaru
Ian Michael Brumwell Simpson & Sarah Louise Simpson
Mr Ian Michael Brumwell & Mrs Sarah Louise Simpson
Wendy Chart & Sally Booth
Mr J F & Mrs K P Cullen
Mr George Norman Dovey
Mr J F & Mrs K P Cullen

Rights of appeal

1. 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.

2. 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. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.

3. 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.

4. 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