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		FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	:	LON/00AW/LDC/2016/0145
Property	:	61 Queens Gate, London SW7 5JP
Applicant	:	61 Queens Gate Freehold Limited
Representative	:	Chelsea Property Management
Respondents	:	The leaseholders of the 11 flats in the Property as set out in the application
Representative	:	Not applicable
Type of Application	:	For dispensation from statutory consultation
Tribunal Members	:	Judge Dickie Ms S Coughlin MCIEH
Date of Determination	:	13 February 2017

DECISION

Summary Decision of the Tribunal

The tribunal grants the application for dispensation from statutory consultation in respect of the subject works.

The application

1. The premises in question are a period building converted into 11 flats. The applicant landlord has made an application for a determination pursuant to section 20ZA of

the Landlord and Tenant Act 1985 ("The Act") dispensing with statutory consultation in respect of major works. The Applicant has served a copy of the application and the tribunal's directions of 15 December 2016 on each of the leaseholders. No party had exercised its right to request an oral hearing of the application. The tribunal has therefore proceeded to reach a decision on the documents and without a hearing, having given notice of its intention to do so.

2. The Applicant explains that the rear basement flat has damp ingress in multiple locations which were found during its internal refurbishment. Completion of the refurbishment is on hold until the water penetration problems are remedied. The landlord explains that the works are urgent and that dispensation from statutory consultation is required in order to allow the refurbishment to proceed as soon as possible.
3. The works include roof and rainwater goods repairs, and re-rendering of the chimney. There are also two items (repairs to the roof-light and rendering to the external wall) to areas which may be within the demise of the basement flat as defined in the lease, and are thus not immediately identifiable as falling within the landlord's obligation to repair (and the leaseholders' obligation to contribute to the cost by way of a service charge). However, whether service charges are payable by the lessees in respect of the costs of these works is not a matter for the tribunal's determination on the present application.

Decision and Reasons

4. Section 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."

5. The tribunal has taken into account the decision in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14.
6. It is not apparent from the evidence that any statutory consultation has taken place. A specification of works was prepared, and four quotations have been obtained (the earliest in late September 2016), but it is not made clear why the landlord has not undertaken statutory consultation before now. However, the tribunal has taken note of the fact that no leaseholder has taken the opportunity to object to the application, but that two have written to support it.
7. There has been no suggestion from any Respondent that the work is not necessary and/or ought to have been the subject of full statutory consultation. No evidence has been put forward of prejudice to the tenants or other grounds on which the tribunal ought to consider refusing the application or granting it on terms.
8. On balance, there is just sufficient evidence before the tribunal of the necessity to carry out the work urgently. In all the circumstances, and in light of the absence of objection, the tribunal considers it reasonable to grant the application for dispensation from statutory consultation in respect of the works.

9. **This decision does not affect the tribunal's jurisdiction upon an application to make a determination under section 27A of the Act in respect of the reasonable and payable cost of the work, should this be disputed by any leaseholder.**

Name: F Dickie

Date: 13 February 2017