



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

**Case Reference** : **MAN/36UD/LDC/2020/0021**

**Property** : **18 Langcliffe Avenue, Harrogate,  
North Yorkshire, HG2 8JQ**

**Applicant** : **Langcliffe Place Limited**  
**Representative** : **Henry Briggs**

**Respondents** : **Mr & Mrs Aske-Haley  
Lee & Geoff Reading  
Dr A Bird  
Mr & Mrs Brown  
Mr R & Mrs Nelson-Boden**

**Type of Application** : **Landlord & Tenant Act 1985 – Section 20ZA**

**Tribunal Member** : **Judge M Simpson  
Mr I Jefferson**

**Date of Decision** : **16<sup>th</sup> October 2020**

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**DECISION**

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## **Decision:**

Dispensation is granted in respect of the Lessor's failure to consult with the Lessees in strict accordance with section 20 Landlord and Tenant Act 1985, in respect of the roof repairs to 18 Lancliffe Avenue . Harrogate

## **The application:**

### The factual background.

1. By an application signed on 3<sup>rd</sup> march 2020 and lodged with the tribunal on 31 March, the applicant landlord, Lancliffe Place Ltd, through its managing agent, seeks dispensation from the requirements of Section 20 of Landlord & Tenant Act 1985. ("the Act")
2. 18 Langcliffe Avenue is a property divide into 5 apartments. Temporary repairs had been carried out to a flat roof. It was apparent that urgent full repairs were needed and were carried out without strictly following the statutory consultation requirements. In those circumstances the contribution that could be sought from each of the 5 lessees, in respect of the qualifying works, would be limited to £250.
3. There was discussion, which amounted to informal consultation, culminating with a meeting on 2<sup>nd</sup> March, when it as decided to progress the works urgently and to make this application.
4. Directions were given on 17<sup>th</sup> August 2020. The landlord's agent has supplied sufficient information in response. The lessees have not felt the need to take up the opportunity afforded by the Directions for them to present evidence or representations. It is reasonable to assume that that is because they consent to the application and sensibly have nothing to add.

### The lease terms.

5. We have seen a sample Lease date 12<sup>th</sup> October 2016. This case does not turn on any matters of interpretation or draftsmanship.
6. The retained parts include the roof. The landlord has an obligation to maintain and repair the retained parts. The lessees have an obligation to pay the service charge costs which include the cost to the landlord of discharging its obligations. These provisions are set out primarily in Schedules 4 and 7 of the Lease.

### The landlord's evidence and representations.

7. These are set out in the agent's letter of 3<sup>rd</sup> March and accompanying application, and the agent's letter and enclosures, of 24<sup>th</sup> August, in response to the Directions.

8. The work was urgent because of water ingress to a ground floor flat. Consequent damage needed to be prevented. The 5 lessees are shareholders of the Landlord Company and met to agree to urgent works. They were given an informal opportunity to suggest roof repairers from whom quotations might be obtained. In the event the managing agent had obtained 2 quotations (£1739 and £1665). The work was completed without further formalities

The lessees evidence and representations

9. There are none.

The law.

10. The law is set out in the leading Supreme Court case of *Daejan Investments Ltd. v Benson* [2013]UKSC 14. The issue is primarily whether there has been any real prejudice caused to the tenants. It is for the applicant to show, on the balance of probabilities that there has been no real prejudice.
11. The urgency was real and not fanciful.
12. There was a consultation which was meaningful but not in strict adherence to the statutory requirements.
13. Quotations were obtained and were similar in amount. The reasonableness of the cost is still technically open to challenge by the lessees, under Section 19 of the Act.
14. With 5 tenants contributing, the amount currently being charged is only circa £100 per tenant above the amount (£250 per tenant) that could have been incurred (subject to challenge under Section 19) without a statutory consultation process.
15. In this case we determine there has not been any real prejudice and therefore we grant the dispensation sought.

Mr M Simpson  
Tribunal judge  
16<sup>th</sup> October 2020