



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

**Case Reference** : **MAN/00BR/LDC/2021/0015**

**Properties** : **City Link, Hessel Street, Salford, M50 1DB,  
M50 1DJ, M50 1DZ, M50 1DH**

**Applicant** : **Rockwell (FC101) Limited**

**Representative** : **Rendall and Rittner Ltd.**

**Respondents** : **Various – see annex**

**Type of Application** : **Landlord and Tenant Act 1985 – s.20ZA**

**Tribunal Members** : **Judge P Forster  
Mr I D Jefferson FRICS**

**Date of Decision** : **16 July 2021**

**Date of Determination** : **26 July 2021**

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**DECISION**

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## **Decision**

Compliance with the consultation requirements of s.20 of the Landlord and Tenant Act 1985 is dispensed with in relation to urgent works to upgrade the fire alarm system.

## **Reasons**

### **Background**

1. The First-tier Tribunal received an application on 2 March 2021 under s.20ZA of the Landlord and Tenant Act 1985 (“the Act”) for a decision to dispense with the consultation requirements of s.20 of the Act. Those requirements (“the consultation requirements”) are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).
2. The application was made by Rendall Rittner Ltd. on behalf of Rockwell (FC101) Ltd. (“the Applicant”), in respect of City Link, Hessel Street, Salford, M50 1DB / M50 1DJ / M50 1DZ / M50 1DH (“the Property”). The Respondents to the application are the long leaseholders of the flats within the buildings. A list of the Respondents is set out in the annex hereto.
3. The only issue for the Tribunal to determine is whether it is reasonable to dispense with the consultation requirements.
4. The application identifies the subject Property as two purpose built blocks containing 212 apartments.
5. The work in respect of which a dispensation is sought is the upgrading of the existing fire alarm system.
6. The works are urgently required because the fire policy has been changed from “stay put” to “simultaneous evacuation” due to defects with the external façade. In order to support a simultaneous evacuation policy, a walking watch has been introduced as an interim measure until the current fire alarm system can be extended. The cost of the walking watch is £3,643.20 per week. This cost will continue to be incurred until the new fire alarm system is installed.
7. s.20 Part 1 notices were issued to the Respondents on 5 February 2021. The Applicant has advised the Respondents that dispensation will be sought to allow the works to commence urgently. The Applicant has obtained quotations from five contractors. It is the Applicant’s intention to proceed with the most cost effective solution.

8. The proposed works are “qualifying works” within the meaning of section 20ZA(2) of the Act.
9. On 25 March 2021, the Tribunal issued directions and informed the parties that, unless the Tribunal was notified that any party required an oral hearing to be arranged, the application would be determined upon consideration of written submissions and documentary evidence only. No such notification was received, and the Tribunal therefore convened on the date of this decision to consider the application in the absence of the parties. The directions included at paragraph 5 a provision that required the Applicant to write to each of the Respondents informing them of the application and providing them with information about the application process. The Applicant’s representative confirmed by email on 10 June 2021 that this had been done.

#### Grounds for the application

10. The Applicant’s case is that it is necessary to undertake these works quickly to adequately protect the occupants of the apartments in the two blocks and to mitigate the costs of the walking watch. By implication, the Applicants case is that the works relate to common parts of the Property which the landlord is obliged to maintain under the terms of the leases, with the costs associated therewith being recoverable from the tenants via service charge provisions incorporated within the leases. The Tribunal was provided with a specimen copy of the deed of covenant and a specimen copy of the lease relating to apartment 2503.
11. The Applicant asks the Tribunal to grant dispensation in respect of the works, which it considered to be so urgent as to warrant avoiding the additional delay that compliance with the consultation requirements would have entailed.

#### The Law

12. Section 18 of the Act defines what is meant by “service charge”. It also defines the expression “relevant costs” as:

*the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.*

13. Section 19 of the Act limits the amount of any relevant costs which may be included in a service charge to costs which are reasonably incurred, and section 20(1) provides:

*Where this section applies to any qualifying works ... the relevant contributions of tenants are limited ... unless the consultation requirements have been either– (a) complied with in relation to the works ... or*

*(b) dispensed with in relation to the works ... by the appropriate tribunal.*

14. “Qualifying works” for this purpose are works on a building or any other premises (section 20ZA(2) of the Act), and section 20 applies to qualifying works if relevant costs incurred in carrying out the works exceed an amount which results in the relevant contribution of any tenant being more than £250.00 (section 20(3) of the Act and regulation 6 of the Regulations).

15. 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 ... the Tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.*

16. Reference should be made to the Regulations themselves for full details of the applicable consultation requirements. In outline, however, they require a landlord (or management company) to:

- give written notice of its intention to carry out qualifying works, inviting leaseholders to make observations and to nominate contractors from whom an estimate for carrying out the works should be sought.
- obtain estimates for carrying out the works, and supply leaseholders with a statement setting out, as regards at least two of those estimates, the amount specified as the estimated cost of the proposed works, together with a summary of any initial observations made by leaseholders.
- make all the estimates available for inspection; invite leaseholders to make observations about them; and then to have regard to those observations.
- give written notice to the leaseholders within 21 days of entering into a contract for the works explaining why the contract was awarded to the preferred bidder if that is not the person who submitted the lowest estimate.

## Conclusions

17. The Tribunal must decide whether it is reasonable for the works to proceed without the Applicant first complying in full with the s.20 consultation requirements. These requirements ensure that tenants are provided with the opportunity to know about the works, the reason for the works being undertaken, and the estimated cost of those works. Importantly, it also provides tenants with the opportunity to provide general observations and nominations for possible contractors. The landlord must have regard to those observations and nominations.
18. The consultation requirements are intended to ensure a degree of transparency and accountability when a landlord (or management company) decides to undertake qualifying works. It is reasonable that the consultation requirements should be complied with unless there are good reasons for dispensing with all or any of them on the facts of a particular case.
19. It follows that, for the Tribunal to decide whether it was reasonable to dispense with the consultation requirements, there needs to be a good reason why the works should and could not have been delayed. In considering this, the Tribunal must consider the prejudice that is caused to tenants by not undertaking the full consultation while balancing this against the risks posed to tenants by not taking swift remedial action. The balance is likely to be tipped in favour of dispensation in a case in which there was an urgent need for remedial or preventative action, or where all the leaseholders consent to the grant of a dispensation.
20. In the present case there is no doubt that the works were necessary and pressing for the occupiers of the apartments. The Tribunal finds that it is reasonable for these works to proceed without the Applicant first complying in full with the s.20 consultation requirements. The balance of prejudice favours permitting such works to have proceeded without delay.
21. In deciding to grant a dispensation, the Tribunal has had regard to the fact that no objections were raised by the Respondent leaseholders in compliance with the Tribunals Directions of 11 October 2019.
22. The Tribunal would emphasise the fact that it has solely determined the question of whether or not it is reasonable to grant a retrospective dispensation from the consultation requirements. This decision should not be taken as an indication that the Tribunal considers that the amount of the anticipated service charges resulting from the works is likely to be recoverable or reasonable; or, indeed, that such charges will be payable by the Respondents. The Tribunal makes no findings in that regard and, should they desire to do so, the parties

will retain the right to make an application to the Tribunal under s.27A of the Landlord & Tenant Act 1985 as to the recoverability of the costs incurred, as service charges.

**16 July 2021**  
**Judge P Forster**

## Annex

Aisha Naeem and Muhammed Naeem	1001 City Link
Tardent Develop Ltd	1002 City Link
Araceli Ajoc Abiera	1003 City Link
Meng H Kueh and Siaw W Jong	1004 City Link
Suneetha Ndimamidi & Gridhar Naidimamidi	1005 City Link
Kwan Wing Ho & Anthony Lok Mun Ho	1006 City Link
Morag Elizabeth Payne	1007 City Link
Tommac Properties Limited	1007A City Link
Tommac Properties Limited	1007B City Link
Sara Malik & Nauman Haneef Malik	1008 City Link
Esmat Allam	1009 City Link
Mr Mohammed Noor	1010 City Link
Pravinchandra Pindolia & Savita Pindolia	1011 City Link
Andrew William Thomas	1011A City Link
Timothy N Shelly & Fan Z Shelly	1012 City Link
Ravello Investments Limited	1013 City Link
Charlotte Arabella Graham	1013A City Link
Seema Kumari Sethi	1013B City Link
Mr Brendan Harold Tait	1013C City Link
Alex Adeyemi Adelakun & Eniola Iyabode Adelak	1013D City Link
Mr John Forrest	1014 City Link
Be Present Limited	1015 City Link
Mohamed A Naeem & Nargis Naeem	1015A City Link
Mr Malcolm Cameron-Lee	1016 City Link
Esmat Allam	1017 City Link
Ami White	1018 City Link
Mr Malcolm Cameron-Lee	1019 City Link
Ms Linda Cutts	1019A City Link
Daniel David Thomas	1019B City Link
Wong Lok Man Arnold	1019C City Link
Pravinchandra Pindolia & Savita Pindolia	1020 City Link
Mr Leo Cyril George	1101 City Link
Mr Leo Cyril George	1102 City Link
Mr Rapheal Jonathan O'Keefe	1103 City Link
Muriel Lindsay Lloyd	1104 City Link
Kishor Rangarao Padki & Siddarth Padki	1105 City Link
Mr Gary Hunter	1106 City Link
Angel W Y Law and Chin H Chong	1107 City Link
Gerondio Jr S Panong & Gemma A Marasigan	1108 City Link
Marie Cronin	1109 City Link
Mr & Mrs Morrisey	1110 City Link
Michael A Piddoux & Patricia D Stirling	1111 City Link
Mr Sudheer G Khagram	1112 City Link
Mr Duncan Cullen & Ms Yu Lin	1113 City Link

Alison Hughes	1114 City Link
Stuart J Brinkworth	1115 City Link
Frances Watters	1116 City Link
Ravello Investments Limited	1117 City Link
Madhav Narahari & Sudhanagamani Narahari	1118 City Link
Harshit Sonmalbhai Shah	1119 City Link
Miss Michelle Green	1120 City Link
Heather K Boyd-Badger	1121 City Link
Dipta Sudheer Khagram	1122 City Link
Mr Anthony S Jakara & Mrs Elaine M Shaw	1123 City Link
Mr N Elliot	1124 City Link
Ravello Investments Limited	1125 City Link
Mr Jeremy Prodger	1126 City Link
Georgia Anne Bowen	1127 City Link
Craig Vincent Morris	1128 City Link
Nicole H Rose	1129 City Link
Prana Limited	1130 City Link
John Joseph Roche & Eileen Bernadette Roche	1131 City Link
Abraham Gross	1132 City Link
Lukasz A Kedzior & Sylwia A Kedzior	1201 City Link
Mr Thomas Brangan & Mrs Ingrid Brangan	1202 City Link
Pravinchandra Pindolia & Savita Pindolia	1203 City Link
'Marc R Cowie, Paul C Cowie ' & David R Cowie	1204 City Link
Mahendra Bagrecha & Hiral Shah	1205 City Link
Misratch Tilahun	1206 City Link
Mr Gerard McCool	1207 City Link
Camilla Feasey	1208 City Link
Araceli Ajoc Abiera	1209 City Link
Lesley Blackburn	1210 City Link
Lina Romana Akbar	1211 City Link
Asif M Anwar	1212 City Link
Mr Leo Cyril George	1213 City Link
Mr Malcolm Cameron-Lee	1214 City Link
Mr Mark Van Rol	1215 City Link
Mr Malcolm Cameron-Lee	1216 City Link
Xuwei Zhang	1217 City Link
Tardent Develop Ltd	1218 City Link
'Ivan Choofon, Anne Choofon' & Francesca Choofon	1219 City Link
Paul J L Boutillier & Marianne Wolf	1220 City Link
Mr John Bosco McGill	1221 City Link
Mr Malcolm Cameron-Lee	1222 City Link
Blue Cove Enterprise Limited	1223 City Link
Mr Malcolm Cameron-Lee	1224 City Link



Mr Mark Van Rol	1225 City Link
Mr Mark Van Rol	1226 City Link
Mr Mark Van Rol	1227 City Link
Mr Mark Van Rol	1228 City Link
Mr O'Shea & Miss Peters	1229 City Link
Ryan Cheuk Wah Ho	1230 City Link
Mr David Timmons	1231 City Link
Elizabeth Catherine Duggan	1232 City Link
Mr Leo Cyril George	1301 City Link
Hemal Bhagalia	1302 City Link
Bismarck Rock Properties	1303 City Link
Shahed Islam	1304 City Link
Mr Mark Van Rol	1305 City Link
Mr Mark Van Rol	1306 City Link
Simon Mon Hing Hu	1307 City Link
Mr Thomas Ryan	1308 City Link
Nicole H Rose	1309 City Link
Mr Malcolm Cameron-Lee	1310 City Link
Mr Mark Van Rol	1311 City Link
Marja Leena Davis	1312 City Link
Subash Chandra Kalia	1313 City Link
Mr Mark Van Rol	1314 City Link
Assas Properties Ltd	1315 City Link
Susan J Jelley	1316 City Link
Gillian G Griggs	1317 City Link
Mr Thomas Brangan & Mrs Ingrid Brangan	1318 City Link
Mr Malcolm Cameron-Lee	1401 City Link
Mr Lee Garvey	1402 City Link
Azam Sultan & Faiza Azam Sultan	1403 City Link
Mr Malcolm Cameron-Lee	1404 City Link
Ainsley B Stephenson & Maxine J Stephenson	1405 City Link
Meinhard Huck and Colette Huck	1406 City Link
Mr M S Walker & Mr D K Holloway	1407 City Link
Tommac Properties Limited	1408 City Link
Isabella Lawrence	1409 City Link
Assas Properties Ltd	1410 City Link
Tony P Hatchard & Jennifer E Hatchard	1411 City Link
Aslam Feroze and Imran Aslam	1412 City Link
Stephen Mark Brown	1413 City Link
Fatima Mirza	1414 City Link
Stanford Harrison	1501 City Link
Yash Rash Limited	1502 City Link
Francesco Toto	1503 City Link
Bharti Patel	1504 City Link
Kapil Uppal	2001 City Link
Julian Woolcock & Alison Woolcock	2002 City Link

Stuart J Brinkworth	2003 City Link
Pranjivan Patel & Varsha Nilesh Patel	2004 City Link
Alexander Robert Tait & Johanna Tait	2005 City Link
Panayiotis Louca	2006 City Link
Isabella Lawrence	2007 City Link
Conrad Gerald Powell	2008 City Link
Mr Benjamin James Robertson	2009 City Link
Mohammad M Sarhan	2010 City Link
Philip Kurtenbach & Anne Kurtenbach	2011 City Link
Ravi Kothari & Rina Balvanta Mistry	2012 City Link
James Matthew Parkin & Ophelie Aubry	2101 City Link
Al Rayan Bank PLC	2102 City Link
Michelle McNulty	2103 City Link
Mr David J Still & Mrs Della Still	2104 City Link
Mr Leo Cyril George	2105 City Link
Wai-Tong Wong	2106 City Link
CGP Properties Limited	2107 City Link
Adib Hassan Rahmani	2108 City Link
Mr Matthew Richard Arundel	2109 City Link
Glenn Kelly	2110 City Link
Bharti Patel	2111 City Link
David John Still & Della Still	2112 City Link
Ms Bi Xue	2113 City Link
Andrew D Lewington & Siobhan B Lewington	2201 City Link
Mr Noren K Suneram & Mrs Sabeena Suneram	2202 City Link
Daniel Che Yeung Pang	2203 City Link
Michael Huckerby	2204 City Link
Andrew William Thomas	2205 City Link
Keenal Patel	2206 City Link
Mr Steven B Fellows & Mrs Hazel Fellows	2207 City Link
Sarah Joy Hughes & David Anthony Hughes	2208 City Link
Kamran Akhtar and Iman Ali	2209 City Link
Assas Properties Ltd	2210 City Link
Christopher Aldborough	2211 City Link
Clare L Griffiths & Philip A Griffiths	2212 City Link
Griffco Properties Ltd	2213 City Link
Mr Rupert W A Mackay	2301 City Link
Eunjoo Jeong	2302 City Link
Mr Richard P W Wall & Mrs Pamela G Wall	2303 City Link
Dawn Karen Harris	2304 City Link
Andrew D Clapp & Laura A Clapp	2305 City Link
Raj & Co.	2306 City Link
Prana Limited	2307 City Link
McCard Limited	2308 City Link

Ms Marie L Wain	2309 City Link
Mr Daniel J Cunliffe	2310 City Link
Mr Richard P W Wall & Mrs Pamela G Wall	2311 City Link
Hongjun Yuan and Jinhua Qiao	2312 City Link
Hongjun Yuan and Jinhua Qiao	2313 City Link
Neeta Kumari and Swaty Gupta	2401 City Link
Sara Naudi	2402 City Link
Lynne Susan Rhodes	2403 City Link
Christos Soultogiannis & Sarra Pardali	2404 City Link
Gail Ainsworth & Robert Michael Ainsworth	2405 City Link
Marzena Manko & Dean Styles	2406 City Link
Nicholas James Sheehan-Jackson	2407 City Link
Delchester Property Limited	2408 City Link
Ryan James Gregory	2409 City Link
Adib Rahmani	2410 City Link
Maher Marwan Arantani	2411 City Link
Mr Kashif Salman Faruqui	2412 City Link
Ms Matilda Muzvondiwa	2413 City Link
Sarah Ann Rock	2414 City Link
Jehangir Azam Jilani	2501 City Link
Benjamin James Carr	2502 City Link
Andrew D Lewington & Siobhan B Lewington	2503 City Link
Assas Properties Ltd	2504 City Link
Tulsi Monish Patel	2505 City Link
Elizabeth A Mailey & Jonathan A Rowland	2506 City Link
Luke Du Casse	2507 City Link
Griffco Properties Ltd	2508 City Link
Avraham Fogel and Ilana Fogel	2601 City Link
Alice Jing Qian	2602 City Link
Jehangir Azam Jilani	2603 City Link
Andrew William Thomas	2604 City Link
Mr Tahir A Khokhar & Mrs Samina Y Khokhar	2701 City Link
Mr Sitansu S Sahoo & Ms Susmita Kumari	2702 City Link
Grant Stoke Limited	2703 City Link
Robert William Martin Dean & Angela Joy Dean	2704 City Link