

**Residential Property Tribunal for Wales
Y Tribiwnlys Eiddo Preswyl
Leasehold Valuation Tribunal**

Case Reference	LVT/0008/06/25
Property	Eagles Court and Meadow Court, Wrexham, LL13 8DJ
Applicant	Lewis Silver
Respondents	Tu Wanqing, 5 Eagles Court Tenants/Leaseholders Eagles Court and Meadow Court, Wrexham
Type of Application	Landlord & Tenant Act 1985 – Section 20ZA
Tribunal Members	Judge Caroline Hunter Tribunal Member Jack Rostron
Date of Decision	29 October 2025

DECISION

Summary Decision

1. Pursuant to section 20ZA of the Landlord and Tenant Act 1985, the Tribunal grant dispensation from the consultation requirements in s.20 of the Act.

Application

2. This application has been made by Lewis Silver of Landswood De Coy (the Applicant). Landswood De Coy are the managing agent for Wrexham Shopping Mail Limited. The application is for dispensation from the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 ('the Act') regarding work to deal with the failure of the water pumps to Eagles Court and Meadow Court, Wrexham. The Applicant considered that the works were needed to be carried out urgently.

3. Directions were first issued on 29 July 2025. Those directions record that ‘only Tu Wanning of 5 Eagles Court has requested copies of paperwork should the matter proceed to a hearing after being invited by the tribunal to do so by email/letter correspondence dated 25th June 2025.’ Following the Directions the Applicant provided a bundle of documents. No leaseholder Respondents chose to file a statement in response. In accordance with the Directions the applicant indicated that he was happy for the matter to be determined upon the papers.

The Law

4. Section 20 of the Act limits certain service charges unless the consultation requirements in the section are complied with or dispensed with under section 20ZA is received. Section 20ZA provides:

(1) 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.

The Facts

5. Eagles and Meadow Courts are the residential part of a mixed commercial and residential development in Wrexham. The Applicant is the managing agent for the lessor of the residential flats. The leases provide for a service charge to cover the cost of ‘Annual Maintenance’ (see the Fourth and Fifth Schedules to the lease).
6. The water to the residential flats is provided via water tanks and pumped from the tanks to the flats. On 22 May 2025, at the start of the day, the water supply system was operating with two of three water pumps active. One of the three pumps was already identified as having an intermittent fault. Later in the day, all three water pumps failed. One was restarted but failed on 23 May. A reconditioned pump, assembled from components salvaged from the two failed pumps, was installed and brought online on 28 May. At the same time the pump specialist advised the Applicant that the operational reliability of the reconditioned pump was uncertain, as it was composed of cannibalised parts from previously failed units.
7. On 11 June the Applicant notified the lessees that the pumps required replacement via a section 20 consultation notice of intention. On 12 June three formal quotations for the replacement of the pumps were received. Of the three, Bond and Mitchell submitted the most cost-effective and favourable proposal in the view of the Applicant. Details of the quotes were provided the lessees on 18 June 2025.

8. On 17 July the Applicant informed the lessees that the works by Bond and Mitchell to replace the pumps were to start on 21 July 2025.

Reasons to dispense with the consultation requirements

9. The Applicant's statement of case sets out the reasons seeking to dispense with the consultation requirements:
 - a. The reason for the emergency works was simply these pumps supply the residential water, and without is a major risk to health and safety.
 - b. No prejudice was caused as three quotes were obtained for the works needed (on a like-for-like basis), leaseholders were kept informed and were invited to comment/provide contractor details as per the notice, and any delay would have caused significant hardship.
 - c. The legal argument here is that if the major works had not taken place, and the pump failed again, there would be not only far greater cost and detriment in additional temporary works as well as cost in accommodating temporary water supply, but also major risk to health and safety within the property.

Decision

10. In the light of the facts and the argument made by the Applicant our decision is that the consultation requirements are dispensed with.
11. The only issue for the Tribunal to determine is whether it is reasonable to dispense with the consultation requirements. Accordingly, none of the parties should take this as an indication that the Tribunal views the amount of anticipated service charges resulting from the works likely to be reasonable or indeed such charges will be payable by the Respondents. The Tribunal makes no finding in that regard.

Dated this 6th day of November 2025

Caroline Hunter (Judge)