Y Tribiwnlys Eiddo Preswyl

Residential Property Tribunal Service (Wales)

Leasehold Valuation Tribunal (Wales)

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DECISION AND REASONS OF THE LEASEHOLD VALUATION TRIBUNAL

Landlord and Tenant Act 1985, S.20ZA

Premises: Nos. 5-8, 9-12 and 18-23 Trinity Court, Trinity Avenue, Llandudno, LL30 2LX

Applicant: Together Property Management Ltd (on behalf of Southern Land Securities Limited)

Respondents: Tenants/Leaseholders of 5-8, 9-12, 18-23 Trinity Court, Trinity Avenue, Llandudno, LL30 2LX

Tribunal: Judge Lachlan McLean
Mr. M. Williams FRICS (Surveyor Member)
Mr W. Brereton (Lay Member)

LVT Ref: LVT/0017/09/25

DECISION OF THE TRIBUNAL

The Tribunal grants unconditional dispensation from the consultation requirements imposed by Section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (Wales) Regulations 2004 (together, "the Consultation Requirements") in relation to the works described by the Applicant in this application and consisting of the repairs to the drains

serving Nos. 5-8, 9-12 and 18-23 Trinity Court, Trinity Avenue, Llandudno, LL30 2LX during the course of August to September 2025 ("the Drainage Works").

REASONS FOR DECISION

Preliminary

1. The Applicant is the managing agent appointed by Southern Land Securities Limited, the landlord of residential premises known as Nos. 5-8, 9-12 and 18-23 Trinity Court, Trinity Avenue, Llandudno, LL30 2LX ("the Property"). The Respondents are the tenants / leaseholders of residential apartments within the Property.

2. The Tribunal has received an application, dated 4th September 2025, for an order granting dispensation from the Consultation Requirements in relation to the Drainage Works.

3. The Tribunal issued case management directions on 2nd October 2025, which invited written representations from the Applicant and noted that none of the leaseholders of the Property had applied to be joined to the application. The Applicant has submitted representations which are summarised below. None of the parties has requested a hearing, so the Tribunal's determination took place via Microsoft Teams on 8th December 2025. There was no inspection of the Property beforehand.

Situation and Description

4. The Property is described in the application form as being a development built in 1965, consisting of twenty-two self-contained flats built over ground and first floor levels comprised within four separate blocks, with the flats accessed through five central hallways.

Issues

5. The only issue the Tribunal needed to consider was whether or not it is reasonable to dispense with the Consultation Requirements in relation to the Drainage Works. The application does not concern the issue of whether any service charge costs resulting from any such works are reasonable or indeed payable, and it will be open to tenants / lessees to challenge any such costs charged in due course (under Section 27A of the Landlord and Tenant Act 1985).

Law

6. The relevant sections of the Landlord and Tenant Act 1985 read as follows:

20 Limitation of service charges: consultation requirements

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

(a) complied with in relation to the works or agreement, or

(b) except in the case of works to which section 20D applies, dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal.

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a) if relevant costs incurred under the agreement exceed an appropriate amount, or

(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

[...]

20ZA Consultation requirements: supplementary

(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.

(2) In section 20 and this section—

"qualifying works" means works on a building or any other premises, and

"qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3) The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—

(a) if it is an agreement of a description prescribed by the regulations, or

(b) in any circumstances so prescribed.

(4) In section 20 and this section "the consultation requirements" means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord—

(a) to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements.

(5A) And in the case of works to which section 20D applies, regulations under subsection (4) may also include provision requiring the landlord—

(a) to give details of the steps taken or to be taken under section 20D(2),

(b) to give reasons about prescribed matters, and any other prescribed information, relating to the taking of such steps, and

(c) to have regard to observations made by tenants or the recognised tenants' association in relation to the taking of such steps.

(6) Regulations under section 20 or this section—

(a) may make provision generally or only in relation to specific cases, and

(b) may make different provision for different purposes.

(7) Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

7. The decision in the binding legal authority of *Daejan Investments Ltd v Benson* [2013] UKSC 14 confirms that the Tribunal, in considering dispensation requests, should focus on whether leaseholders / tenants are prejudiced by the failure to comply with consultation requirements.

Representations and evidence

8. The only written representations or evidence received were from the Applicant on behalf of the landlord, which explained the basis for its application through the contents of the application form(s) and a short statement of case which was supplemented by copies of invoices received, written and email communications with the Respondents, and a report prepared by Lanes Group dated 3rd August 2025.

9. In summary, the position of the Applicant was:-

9.1. The Applicant received reports of blockages to the communal drains at the rear of the Property. Between March 2024 and August 2025, Lanes Group carried out CCTV surveys of the drains, which were found to have suffered structural defects which required urgent repair.

9.2. Following the inspection of the Property, the Applicant concluded that the nature of the repairs needed was so urgent that they needed to be completed without awaiting the outcome of a Section 20 consultation process.

9.3. The Applicant communicated with the Respondents and explained the reasons for their decision to proceed without consultation, and that an application to the Tribunal would follow in due course.

10. The Members of the Tribunal were disappointed to note several instances where the Applicant had shown a somewhat blasé approach to procedural compliance:-

10.1. The Applicant has made the application in its role as managing agent, rather than as a party to the leases themselves. Whilst Sections 20 and 20ZA do not explicitly state that the application may only be brought by a landlord (or a management company in the case of a tripartite lease), it is conventional for the applicant to be the party which has contractual standing under the leases (with their agent appointed as their representative).

10.2. It was evident that the Applicant had initially sent the application to the First-tier Tribunal (Property Chamber) in England ("the FTT"), since two of the three application forms were on the FTT's proforma and were dated 29th August 2025 instead of 4th September. The members of the Tribunal presume that these forms were returned to the Applicant with a direction to commence proceedings in the Tribunal in Wales instead.

10.3. The Applicant did not, however, make the effort or show sufficient courtesy as to re-draft all three of the forms, and instead batched two of the original English forms together with one updated Welsh form.

10.4. The Applicant's statement of case was purportedly endorsed by a Statement of Truth, as directed, but the individual maker of the statement was not identified and did not sign or date it, rendering it rather otiose.

11. In the present context, nothing in fact really turned on these issues and so the Tribunal elected to overlook them in the interests of efficient justice. However, if any of the leaseholders had objected or taken any of these points, then this may have caused difficulties for the Applicant in the presentation of its case. Of particular importance is that – whilst not at all being a parochial affectation – parties to Tribunal litigation in Wales must remember that housing law is a devolved matter, such that Welsh legislation is frequently not the same as English legislation and the FTT does not have jurisdiction in relation to residential premises in Wales. The members of the

Tribunal trust that these observations will be heeded by the Applicant more diligently in future.

Discussion and Decision

12. The Tribunal reminds itself that the only issue for determination was whether (and to what extent) it is reasonable to dispense with the Consultation Requirements on these particular facts. Any decision to do so inherently does not amount to any kind of finding as to the amount that the Respondents should pay by way of service charge, if anything, and also does not amount to absolving the Applicant or any other person of any responsibility for the situation at hand.

13. The Tribunal noted that the Applicant has advised that the Drainage Works had already been completed. The Tribunal is aware that landlords are sometimes put in the position of having to undertake works urgently, before the Tribunal can give its ruling, and the landlord bears the financial risk in the meantime.

14. The Tribunal notes that none of the Respondents has formally objected to this application, or presented any case as to prejudice that they may have suffered. The Applicant's evidence as to the condition of the roof, the extent of the need for repair or replacement, and the timescales in which to complete the works, is entirely unchallenged.

15. The real crux of prejudice in this situation is ultimately the issue of what could or would have been done differently if the landlord had complied with the Consultation Requirements in full. The Respondents have not made any suggestions in that regard as to what benefits there could or would have been in any alternative approach, and so it is to be assumed that they do not dispute the Applicant's assertion that its approach was a reasonable one in the circumstances.

16. As no Respondent has disputed the Applicant's approach, and there is no obvious prejudice to the Respondents, the Tribunal grants full dispensation with no conditions attached (as there were no evident potential conditions which would have been appropriate).

17. In reaching this decision, the Tribunal reiterates that it remains open to the Respondents to apply to the Tribunal, if they wish to do so, for a determination as to whether the costs of the Drainage Works are payable by them (including whether the costs were reasonably incurred and/or of a reasonable standard).

Dated this 17th day of December 2025

L.F. McLean (Chairman)