

Y TRIBIWNLYS EIDDO PRESWYL

RESIDENTIAL PROPERTY TRIBUNAL

LEASEHOLD VALUATION TRIBUNAL

Case Reference: LVT/0018/09/25

Property: 82 Claude Road, Cardiff CF24 3QB

Applicant: 82 Claude Road Limited

Respondent: None

Type of Application Landlord and Tenant Act 1985 - section 20ZA

Tribunal Members:

Tribunal Judge: Mr R Phillips

Surveyor: Mr A Lewis

Lay Member: Ms C Thomas

DECISION

1. Compliance with the consultation requirements of section 20 of the Landlord and Tenant Act 1985 (the “Act”) is dispensed with in relation to works comprising re-roofing of the front and rear facing roofs including replacement of the skylight window and both front and rear valley gutters.

REASONS

Background

1. An application dated 25/09/2025 was made to the Residential Property Tribunal (“the Tribunal”) under section 20ZA of the Landlord and Tenant Act 1985 (“the Act”) for dispensation from compliance with the consultation requirements of section 20 of the Act. Those requirements (“the consultation requirements”) are set out in The Service Charges (Consultation Requirements) (Wales) Regulations 2004 (“the Regulations”).
2. The application relates to 82 Claude Road, Roath, Cardiff CF24 3QB (“the Property”) and was made by 82 Claude Road Limited (“the Applicant”).
3. The only issue for the Tribunal to determine is whether it is reasonable to dispense with the consultation requirements.

4. The works in respect of which a dispensation is sought concern urgent remedial works comprising the re-roofing of the front and rear facing roofs including replacement of the skylight window and both front and rear valley gutters.
5. On 16/10/2025 the Tribunal issued directions. It recorded that none of the tenants had applied to be joined as Respondents after being invited by the Tribunal to do so. It 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 accordingly convened in the absence of the parties to determine the application.
7. No submissions were received from the tenants or potential Respondents.
8. The Tribunal met remotely at 10.00am on 05/12/2025 to consider the Application without a hearing on the papers before it. No participants attended.
9. An inspection of the Property was carried out by Mr Lewis on 24/11/2025 in the presence of Ms S Oldfield the agent for the Applicant and Mr R Cook the father of the lessee of Flat 2.
10. It was apparent from the inspection that the works the subject of this application were being carried out and were almost complete. The roofer indicated to Mr Lewis that and he was finalising the works that day by replacing the ridge tiles. The works had also been paid for.
11. The bundle of papers included, Application Form dated 25/09/2025, Notice of intention to carry out work dated 09/06/2025, Notice of estimate for repairs to roof dated 02/08/2025, Award of contract to carry out repairs to roof dated 02/09/2025, Email correspondence 17/06/2025 – 08/08/2025 between Ms S Oldfield and Ms J Jones, Alex French report dated 29/06/2025, Invoice Future roofing dated 30/08/2025, Further details and costs or (sic) repairs to 82 Claude Road, Quotation RAM Roofing dated 05/10/2025, Directions Order dated 16/10/2025, Statement Ms S Oldfield dated 24/10/2025, Letter dated 09/10/2025 from Kubiq to Applicant.

Grounds for the application

12. The Applicant seeks dispensation from the consultation requirements and submits a brief description of the reasons contained in the Application Form signed by Mr S Threadgill a Director of 82 Claude Road Limited: -
 - “a) One lessee has failed to pay his share of the initial works in full.
 - b) The high cost of the additional works necessary make them difficult to justify on the s20 notices already served. It is highly likely that the above lessee will claim they are

not covered and refuse to pay. The works are urgent: the leaks are causing internal damage to the top floor flat”.

Law

13. 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.
14. 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”.
15. “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 on 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.
16. 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”.
17. Reference should be made to the Regulations themselves for full details of the applicable consultation requirements. In outline, however, they require a landlord 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.

Decision and Conclusions

18. The Tribunal must decide whether it is reasonable for the works to go ahead without first complying with the consultation requirements. Those consultation requirements provide for a degree of transparency and accountability when a landlord decides to undertake qualifying works. The requirements ensure that leaseholders have the opportunity to know about, and to comment on, plans to carry out major works, usually before those decisions are taken. 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. Therefore, in order to dispense with the consultation requirements, the Tribunal needs to be provided with a good reason why the works cannot be delayed until the requirements have been complied with. It is for the Tribunal to weigh the balance of prejudice between the need for swift remedial action to ensure that the safe condition of the Property did not deteriorate further and the legitimate interests of the leaseholders is being properly consulted. The Tribunal must consider whether this balance favours permitting the works to have been undertaken without consultation, or whether it favours prior consultation in the usual way. The balance is likely to be in favour of dispensation in a case in which there is an urgent need for remedial or preventative action, or where all the leaseholder's consent to the grant of a dispensation.
20. It is of relevance in this case that, the insurers of the building have already declined to settle a claim for water ingress because:
 - The recommendations for initial roof repairs, from Surveyor Alex French, were not the result of one off incident but due to natural breakdown over a period of time.
 - The further issues with the roof were due to poor standard of works completed by Future Roofing.
21. Although the Tribunal has not been provided with a copy of the lease, in the experience of the tribunal it is highly unusual that a long residential lease would have been entered into without an obligation for the landlord, or management company, to insure the building as a whole.
22. It would appear from the correspondence with the insurance company that this is indeed the case and in practice the buildings insurance is put in place by the Applicant.
23. It is clearly in the interests of all the leaseholders that the building is adequately insured especially with the onset of winter weather conditions. It would be prejudicial

to the leaseholders were it not and the works are clearly essential to make the Property insurable.

24. In this case, given the urgent need to repair roof and make it watertight, the insurance issue and lack of any objections from the leaseholders, the balance is clearly in favour of the Applicant.
25. In the circumstances, the Tribunal is satisfied that it is reasonable to dispense with the consultation requirements. However, none of the parties should take this as an indication that the Tribunal views the amount of the anticipated service charges resulting from the works likely to be reasonable; or, indeed, that such charges will be payable by the Respondents. The Tribunal makes no findings in that regard.

Tribunal Judge R Phillips

Dated this 10th day of December 2025