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

Case Reference:	**~~LVT/0024/11/25~~**
Property:	**Flatholm House, Prospect Place, Ferry Court, Cardiff CF11 0AU**
Applicant:	**Prospect Place Management (Cardiff) Ltd**
Represented by:	**Ms Anastacia Theophanous of Ringley Law**
Respondent:	**Emily Spence, 38 Flatholm House**
Type of Application:	**Landlord & Tenant Act 1985 – Section 20ZA**
Tribunal Members:	**Judge Caroline Hunter** **Tribunal Member Kerry Watkins** **Tribunal Member Juliet Playfair**
Date of hearing:	**19 March 2026**
Date of Decision:	**7 April 2026**

DECISION

Summary Decision

1. Pursuant to section 20ZA of the Landlord and Tenant Act 1985, the Tribunal grants dispensation from the consultation requirements in s.20 of the Act, but on the following conditions:

    a. Disclosure as the final as-built specification and drawings (as applicable), together with the agreed scope of works;
    b. Providing the full warranty/guarantee term Including issuer, scope, exclusions, workmanship cover, inspection/QA regime and claims process) and confirm whether the warranty excludes the existing substrate, fixings, or termination details (this should be the actual guarantee not a sample);
    c. Providing evidence of BROOF(t4) classification for the installed build-up and Part L (Wales) complication/U-value calculation or written confirmation explaining why such documentation is not required;
    d. Confirming the Building Control position and provide any approvals/notifications/sign-off or written confirmation explaining why such documentation is not required.

    Those conditions must be met within 30 days of this decision. The applicant can apply with reasons for an extension for the period. If after the 30 day period (or any extended period) the respondent, is of the view that any condition has not been met, she may apply for a hearing to determine whether it is met or not.

Application

2. This application has been made by Prospect Place Management (Cardiff) Ltd (the applicant) 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 roof on a block of flats at Flatholm House, Prospect Place, Ferry Court, Cardiff CF11 0AU. The applicant considered that the works were needed to be carried out urgently.

3. Directions were issued on 18 December 2025. Those directions record that Emily Spence (the respondent), the leaseholder of Flat 38, Flatholm House, had applied to be joined as a respondent. Further to the Directions, the applicant provided a statement, as did the respondent. No other leaseholders asked to be joined to the application.

4. An inspection and a remote hearing took place on 19 March, 2026. At 17.30 on 18 March and at 9.11 on March 19, 2026 the applicant sent the Tribunal and the respondent further documents for their case. At the hearing the respondent indicated that she had not had the opportunity to prepare a response to these documents. The Tribunal had briefly looked at them prior to the hearing. Given the respondent's lack of opportunity to respond to them, the Tribunal's view that they could have been produced when the application was first made and that they did add to the issues to be decided, the Tribunal did not allow to them be added as evidence for the application.

The Inspection

5. An inspection was undertaken by the Tribunal on the morning of 19 March, 2026. The Tribunal did not inspect the roof, given that the works had been completed. We did inspect the respondent's flat. This showed areas where the water ingress had happened.

The Law

6. Section 19 of the Landlord and Tenant 1985 (the Act), is headed 'Limitation of service charges: reasonableness'. Subsection (1) provides that relevant costs 'shall be taken into account in determining the amount of a service charge … (a) only to the extent that they are reasonably incurred, and (b) … only if the … works are of a reasonable standard'. 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(1) 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.

7. The leading case on s.20ZA is *Daejan Investments Limited v Benson and others* [2013] UKSC 14 (*Daejan)*. The Supreme Court held that the key issue when considering an application for dispensation is whether the leaseholders have suffered any prejudice as a result of the failure to comply with the consultation requirements. Further, Tribunal has power to grant a dispensation on such terms as it thinks fit, provided that those terms are appropriate.

8. The 'consultation requirements' are defined in section 20ZA(4) as being 'requirements prescribed by regulations', which section 20ZA(5) states 'may in particular include provisions requiring the landlord' to take certain steps. The relevant regulations in this case are the Service Charges (Consultation Requirements) (Wales) Regulations 2004 (SI 2004/684) (the regulations). As the Supreme Court summarised in *Daejan,* in relation to the equivalent English regulations:

   > Those steps include providing details of the proposed works to the tenants, obtaining estimates, inviting the tenants to propose possible bidders, and having regard to the tenants' observations on the proposed works and estimates. [Para. 11]

9. Two other paragraphs from *Daejan* are relevant to our decision:

   > It seems clear that sections 19 to 20ZA are directed towards ensuring that tenants of flats are not required (i) to pay for unnecessary services or services which are provided to a defective standard, and (ii) to pay more than they should for services which are necessary and are provided to an acceptable standard. The former purpose is encapsulated in section 19(1)(b) and the latter in section 19(1)(a). The following two sections, namely sections 20 and 20ZA appear to me to be intended to reinforce, and to give practical effect to, those two purposes. [Para. 42]

> As already indicated, I do not agree with the courts below in so far as they support the proposition that sections 20 and 20ZA were included for the purpose of "transparency and accountability", if by that it is intended to add anything to the two purposes identified in section 19(1)(a) and (b). …
> However, I consider that there are no grounds for treating the obligations in sections 20 and 20ZA as doing any more than providing practical support for the two purposes identified in section 19(1). The sections are not concerned with public law issues or public duties, so there is no justification for treating consultation or transparency as appropriate ends in themselves. [Para.52]

The Facts

10. Flatholm House is part a large complex of flats, Prospect Place in Cardiff Bay. Flatholm House is a purpose-built block consisting of 50 flats built about 20 years ago. Prospect Place Management (Cardiff) Ltd, the applicant, is the leaseholder-owned management company that under the lease has responsibility for undertaking repairs to the block and for claiming service charges from leaseholders for those repairs. Ringley Chartered Surveyors (RCS) were appointed managing agents by the applicant in 2021.

11. Flatholm House has a three-storey part and a five-storey part. The respondent flat's is on the third floor of the three-storey part, that has a flat roof. The evidence for the applicant was that was for a couple years they had been managing leaks for that roof through patch repairs. They recognised that the roof was coming to the end of its life. On 2 October 2025 they started a s.20 consultation for major works to the roof.

12. In September and October 2025 the respondent complained of water ingress into her flat from the flat roof above the flat. The respondent works for a roof company and her partner (who attended the hearing), Mr Neil Harthill, is a roof surveyor for the same company. Because of this knowledge, they have from the beginning of the leak asked many questions to the applicant. On 7 November 2025 the respondent emailed RCS after a site visit from the applicant's contractors asking for an independent roof condition survey and raising a number of issues eg on building regulations requirements and a warranty for any works.

13. Following the site visit Mr Selwyn (Relationship Director for RCS) for the applicant emailed to say that trial holes taken by their contractor indicated that the insulation was 'bone dry'. The respondent's response was to re-iterate the need for an independent survey and the technical concerns about the roof.

14. Indeed, on 17 November a report on the roof for RCS was prepared by Mr Hartill (the Garland report). This suggested two options for the roof - a liquid system or a bituminous felt system.

15. In the meantime, RCS sought two quotes for the works and on 3 November instructed Weather Guard (the cheaper of the quotes at £147,800) to start the works to the roof using a liquid system. In fact, the works did not start until later in December and were completed in January 2026.

The submissions

16. Mr Selwyn simply argued that the ingress of water meant that the works to the roof were urgent. If the works were further delayed there was a concern that the water would affect the building's electrical system. He suggested that completing the consultation in practice would have delayed the works for 3 months, although it is possible to complete within short period under the regulations. He also pointed to the fact that the works were paid from the sinking fund for the block. In our view this is not relevant – using the sinking fund for the roof means it is not available for other costs.

17. Ms Spence on the other hand argued that the depensation should be refused because the applicant had not provided sufficient information to allow leaseholders to understand what was proposed, to evaluate it and make informed observations on the proposals. This amounted to substantial and continuing prejudice as required by *Daejan*.

18. Further given the slow start to the works and a temporary fix in November ending the ingress it was possible to complete the consultation process before undertaking the works.

19. Alternatively, the respondent asked the Tribunal to grant the dispensation on condition of the following:

    a. Disclosure as the final as-built specification and drawings (as applicable), together with the agreed scope of works;
    b. Providing the full warranty/guarantee term Including issuer, scope, exclusions, workmanship cover, inspection/QA regime and claims process) and confirm whether the warranty excludes the existing substrate, fixings, or termination details;
    c. Providing evidence of BROOF(t4) classification for the installed build-up and Part L (Wales) complication/U-value calculation or written confirmation explaining why such documentation is not required;
    d. Confirming the Building Control position and provide any approvals/notifications/sign-off or written confirmation explaining why such documentation is not required;
    e. Procuring an independent post-completion inspection report (not prepared by the installing contractor or product supplier) confirming what works were undertaken (including to perimeters/terminations) and addressing whether the materials risks identified the Garland report were addressed; and,
    f. Confirming a programme and responsibility for internal remedial works to the Respondent's flat (including mould/damage and electrical safety), without prejudice to the Tribunal's determination of the dispensation application and service charge recoverability.

Decision

20. We note that neither party provided any details of the temporary works that the respondent said had controlled the water ingress. However, Mr Selwyn pointed

to the heavy rain that had fallen before the ingress and to the on-going rain through the winter showed the importance of completing the works urgently.

21. While we understand the frustrations of the respondent given her and Mr Harthill's experience, the question for us is whether she has been prejudiced by the failure to undertake the consultation. Her concerns are not based on the price *per se* of the works but losing the opportunity to make observations on the proposals and the way they were going to be managed.

22. We note these questions were raised prior to the works starting, although some responses were made by Mr Selwyn, he did not deal with detailed technical questions. (Following the hearing Ms Theophanous for the applicant did provide a sample guarantee.) On the other hand, given the very technical nature of the questions, in relation to them the respondent was making observations in relation to 'relevant matters' ie 'the works to be carried out' (see the regulations, reg. 2). Accordingly, the obligation of the applicant was limited 'to having regard' to those observations (Sched 4, Part 2, para. 3). As such any prejudice was limited.

23. In the light of the facts and the arguments made by the parties, our decision is that the consultation requirements should be dispensed with. However, we are of the view that it is appropriate to make the dispensation subject to some conditions. We do not agree with all the conditions suggested by the respondent. In particular, the regulations do not provide any post-completion inspection (if the works are unsatisfactory that is matter as to the reasonableness of the works under s.19 of the Act) and the internal works to her flat are not a relevant matter and should not be subject to a condition. Our conditions are:

    a. Disclosure as the final as-built specification and drawings (as applicable), together with the agreed scope of works;
    b. Providing the full warranty/guarantee term Including issuer, scope, exclusions, workmanship cover, inspection/QA regime and claims process) and confirm whether the warranty excludes the existing substrate, fixings, or termination details (this should be the actual guarantee not a sample);
    c. Providing evidence of BROOF(t4) classification for the installed build-up and Part L (Wales) complication/U-value calculation or written confirmation explaining why such documentation is not required;
    d. Confirming the Building Control position and provide any approvals/notifications/sign-off or written confirmation explaining why such documentation is not required.

    Those conditions must be met within 30 days of this decision. The applicant can apply with reasons for an extension for the period. If, after the 30 day period (or any extended period), the respondent is of the view that any condition has not been met, she may apply for a hearing to determine whether it is met or not.

24. 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 respondent. The Tribunal makes no finding in that regard.

Dated this 7th day of April 2026

Signed:

Tribunal Judge Caroline Hunter (Chair)