

Residential Property Tribunal for Wales

Y Tribiwnlys Eiddo Preswyl

Leasehold Valuation Tribunal

Reference LVT/0038/01/26

In the matter of Gwynt y Môr Everard Road Rhos on Sea LL28 4EY

And in the matter of an application under s20ZA of the Landlord and Tenant Act 1985

Applicant: Gwynt y Môr Management Co Ltd

Respondent: The leaseholders of flats 1,2,3,4,5,6 and 7 Gwynt y Môr

Tribunal panel: Gwyn Eirug Davies -Tribunal Judge

Tom Daulby MRICS – Surveyor member

Hywel Jones JP – Lay member

The matter was decided by the tribunal panel on the basis of the papers and without a hearing.

A site visit was conducted on the 23rd April 2026 by the tribunal panel. Also present were Charlotte Buigues of the managing agents Homestead Consultancy Services Ltd and Dilwyn Jones Chartered Building Surveyor engaged on behalf of the Applicant.

Decision:

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 in relation to the repair/replacement of the flat roof at Gwynt y Môr Everard Road Rhos on Sea.

1. The Applicant is Gwynt y Môr Management Co Ltd. The Applicant is the freehold owner of the property known as Gwynt y Môr Everard Road Rhos on Sea (the Property).
2. The Property comprises seven leasehold apartments. The leaseholders of the seven apartments are the Respondents. The Respondents have not

acknowledged the application, have not sought party status and no submissions have been made by or on behalf of any leaseholder.

3. The application was submitted in prescribed form LVT5 on behalf of the Applicant on the 30th December 2025 by Hannah Buigues of Homestead Consultancy Services Ltd, the managing agents. The application is to dispense with the consultation requirements in section 20 of the Landlord and Tenant Act 1985 (the Act) in respect of proposed repair/replacement work to the flat roof of the Property. It is stated in the application that the work was urgent.
4. The Applicants served a part one Notice of Intention to carry out work described as flat roof repairs/replacement on the leaseholders on the 29th January 2026.
5. It is contended in the application that the repair/replacement work is so urgent that it was necessary to dispense with the consultation requirements. The application states that “the flat roof has been structurally compromised and unlikely to withstand another major storm event”. The urgency is stated to arise from the need to protect the safety of the residents, preserve the integrity of the building and avoid substantial consequential damage. The application avers that delaying the work to undergo the statutory consultation process would prolong the risk unnecessarily given the exposed coastal location of the Property.
6. The application is supported by a witness statement dated the 6th February 2026 by Mark Blatherwick a director of the Applicant company. This statement, which contains a statement of truth, stresses the need for the management company to act promptly to repair replace the roof. Mr Blatherwick states that quotations for the work were awaited.
7. The tribunal panel was provided with two reports by Dilwyn Jones Chartered Building Surveyor, the first dated 25th January 2021. This report is based upon two inspections of the roof on 28th July 2020 and 12th November 2020. There are also photographs attached to the report showing details of poor workmanship during the construction of the roof. Mr Jones concludes in his opinion “that the failure of the roof covering is due to inadequate adhesive being applied to the covering and the substructure in accordance with the manufacturer’s recommendations. In addition, there does not appear to be sufficient mechanical fixings around the perimeter in accordance with the manufacturer’s recommendations to provide tie-ins”. Mr Jones recommended that the entire roof covering be replaced.
8. Mr Jones carried out a further inspection on the 21st February 2026 as a result of storm damage caused on the 20th January 2026. In his second report dated the 30th March 2026, Mr Jones confirms that some patch repairs had been undertaken previously by the developer in November 2018 and February 2019 and that these areas have suffered no further damage. However further damage has now occurred in the recent past to other parts of the roof which leads Mr Jones to conclude “In view of the uplift of the covering which has now taken place to approximately 40% of the covering of the eastern side, and the fact that the covering has now received temporary repairs to secure the

covering which in places have punctured the covering, there is no alternative but to remove the existing covering and provide a new covering to an appropriate design for the property”.

9. The flat roof consists of an EDPM rubber roof covering applied to an OSB sterling board decking. The main area of the roof extends to 92m², and a secondary area extends to around 25m².
10. Two quotations for the work were provided which differ significantly in amount. However, the surveyor explained that he has now prepared a detailed specification for the work in order to invite further quotations based upon his specification.
11. The work on the roof has not therefore started although the patch repairs are holding for the time being. The tribunal panel is satisfied that the roof is in need of repair/replacement although we make no observations on the extent and nature of that work.
12. The only issue for the tribunal panel to consider is whether or not it is reasonable to dispense with the consultation requirements in respect of the proposed roof repairs. The application does not require us to consider the issue of whether any service charge costs resulting from any such works are reasonable or indeed payable. It will remain open to the leaseholders to challenge such costs should they wish to do so in due course under s27A of the Act.
13. The relevant sections of the Act are set out below:

Section 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.

Section 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.

14. Failure to observe the consultation requirements will limit each tenant's liability to contribute to the cost of the qualifying works to the sum of £250.00. Under section 20ZA of the Act the tribunal is empowered to dispense with all or any of the consultation requirements.
15. The leading authority is the case of **Daejan Investments v Benson [2013] UKSC 14** which sets out the proper approach to be adopted by a tribunal. In the first instance the onus is on the leaseholders to show a credible case that they will be prejudiced by a failure to follow the consultation requirements. It is then a matter for the Landlord to rebut those concerns and to establish that it is reasonable to grant dispensation.
16. Urgency is not a necessary requirement for the grant of dispensation, and neither is it of itself a factor to secure dispensation. The central consideration is whether leaseholders will suffer prejudice from non-compliance with the consultation requirements.
17. We have been provided with a copy of the lease for apartment one. It is reasonable to conclude that the terms of the leases for all seven apartments in the Property are in substantially similar form. The lease for apartment one is dated the 10th April 2018 and grants a term of 999 years from the 15th November 2017. The lease provides that upon the sale of the last flat in the development the developer Brenig Homes Ltd would transfer the freehold interest to the Applicant with each leaseholder acquiring one ordinary share of the issued share capital in the Applicant company. The leaseholders would also then be required to elect a new company director and company secretary. It is fair to assume that there is therefore a close connection between the management company and the leaseholders and it is a factor that we bear in mind.
18. The Tribunal corresponded with the leaseholders on the 8th January 2026, and a directions order issued on the 21st January 2026 records that none of the leaseholders had applied to be joined as respondents to the application nor had any of them responded to the Tribunal's communication. There has been no subsequent communication from any of the respondents either. We conclude

therefore that there is no evidence of any opposition to dispensation and that the initial burden of establishing prejudice has not been met.

19. Although silence is not necessarily an indication of the leaseholders consent to the application, the fact that it is not opposed is a relevant factor for us to take into account.

20. It is clearly in the interest of the leaseholders that the roof is repaired at the earliest opportunity. It has been a longstanding problem which requires a permanent solution to make the roof watertight and to prevent further damage to the Property.

21. In the circumstances we are satisfied that it is reasonable to grant unconditional dispensation from the consultation requirements in respect of the repairs to the flat roof of the Property. This does however not prevent the leaseholders from challenging the reasonableness of the service charges that will arise from completing the works in due course under section 27A of the Act.

Dated this 28th day of April 2026

G E Davies
Tribunal Judge