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RESIDENTIALPROPERTY TRIBUNAL

LEASEHOLD VALUATION TRIBUNAL

Case Reference: LVT/ 0010/05/26

Property: 97-107 Kennerleigh Road, Rumney, Cardiff, CF3 4BH

Applicant: Rumney Court Company Limited

Representative: Kelly Griffiths – Company Secretary

Respondent: The Leaseholders of 97-107 Kennerleigh Road

Representative: N/A

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

Tribunal Members:

Tribunal Judge: Mr AR Phillips

Surveyor: Mr A Lewis

Lay Member: Ms C Thomas

DECISION

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 replacement of flat roof above the stairwell and overlay of the concrete canopies.

REASONS

Background

1. An application dated 11 May 2026 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 97-107 Kennerleigh Road, Rumney, Cardiff, CF3 4BH (“the Property”) and was made by Rumney Court Company Limited (“the Applicant”).

3. The Respondents to the application are the Leaseholders of 97-107 Kennerleigh Road

4. The only issue for the Tribunal to determine is whether it is reasonable to dispense with the consultation requirements.

5. The works in respect of which a dispensation is sought are as follows:

Remove debris and water from existing flat roof.

Remove all existing nails/screws from joists, clean any debris that may have fallen into roof void.

Fix new 18mm thick OSB3 grade plywood.

Membrane coated drip trims to perimeter edge of flat roof and coated trims to all abutments.

Lay single ply membrane with a minimum of 100mm overlap, mechanically fastened using pressure plates and fixing screws.

To recover both canopies creating a fall away from the building and adding rainwater goods for drainage.

6. On 10 June 2026 the Tribunal issued directions. It recorded that none of the lease holders had applied to be joined as Respondents after being invited by the Tribunal to do so following the Tribunal correspondence dated 13 May 2026. 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 Respondents.

8. The Tribunal met remotely on 12 Aug 2026 to consider the evidence before it. No other participants attended. An inspection had been previously arranged for 11 August 2026 but by this time the works the subject of this application had been carried out. In the circumstances it was decided that the inspection served no useful purpose and did not proceed.

9. The bundle of papers included, Application Form dated 11 May 2026, Notice of Intention to Carry Out Works dated 29 April 2026, Quotation by Jamie Burley Group dated 23 April 2026, Directions dated 10 June 2026 and Witness Statement by Kelly Griffiths – Company Secretary. The Tribunal was also separately provided with emails dated 17 July 2026 and 24 July 2026 from Kelly Griffiths to the Tribunal.

Grounds for the application

10. The Applicant seeks dispensation from the consultation requirements and submits a brief description of the reasons contained in the statement from Kelly Griffiths:

“There are reports of water ingress in relation to both the flat roof (top floor) and both canopies (ground floor and middle floor), in recent winds part of the flat roof has lifted leaving the building stairwell area unprotected from the elements, the flat roof is at the end of its natural life and as such this work is both necessary, and urgent”.

Law

11. 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.

12. 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.

13. “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.

14. 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.

15. 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

16. 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.

17. 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.

18. The email from Kelly Griffiths dated 17 July 2026 stated that the scaffold company were pushing for the works to be carried out to avoid an additional fee being incurred by the leaseholders. The Applicant was awaiting a date from the roof contractor to carry out the works by the end of the month, while the weather remained dry to prevent further water ingress.

19. It was not clear from the email whether the Applicant was asking for the Tribunal hearing to be moved forward to an earlier date, or not, but in any event it was not possible for the matter to be listed for an earlier hearing.

20. The email dated 24 July 2026 from Kelly Griffiths confirmed that the works had been carried out and provided photographic evidence of this.

21. Accordingly, by the time the matter had been listed for hearing by the Tribunal the works the subject of the application had already been carried out. In the circumstances the Tribunal is satisfied that this was entirely reasonable to prevent the leaseholders incurring additional scaffolding expense and to take advantage of the prolonged dry spell and to prevent further water ingress, damage and costs to the leaseholders.

22. In this case, at the time of the application there was an urgent need to repair the roof and concrete canopies. Given the lack of any objections from the leaseholders, the balance is clearly in favour of the Applicant.

23. 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.

Dated this 22nd day of August 2026

AR Phillips
Tribunal Judge

