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**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case reference** : **LON/00AL/LDC/2014/0033**

**Property** : **99, Lansdowne Lane, London SE7  
8TN**

**Applicant** : **Actionleague Limited**

**Representative** : **Peverel Property Management**

**Respondent** : **Leaseholders of Flats at 99,  
Lansdowne Lane, London SE7 8TN**

**Representative** : **None**

**Type of application** : **Dispensation from Consultation  
Requirements – Section 20ZA of  
the Landlord and Tenant Act 1985  
(the Act)**

**Tribunal member(s)** : **A.ENGEL – Judge  
N.MARTINDALE F.R.I.C.S.**

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**Date of decision** : **26<sup>th</sup> March 2014**

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**DECISION**

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**ALL THE CONSULTATION REQUIREMENTS OF SECTION 20 OF  
THE ACT ARE DISPENSED WITH.**

## **REASONS**

1. The Respondents are (long) Lessees of flats at the Property. The Applicant is the Freeholder and Landlord.
2. In November 2013, parts of the roof leaked water. Temporary repairs failed to stop the leaks and we are satisfied that urgent repair works were necessary.
3. Compliance with the consultation requirements of Section 20 of the Act would have caused delay, which is to be avoided, if at all possible.
4. Accordingly, it is appropriate for the Tribunal to grant dispensation.
5. We are satisfied that the Respondents have suffered no prejudice or detriment by reason of the dispensation.
6. However, this does not mean that the cost of the works or the standard thereof are reasonable. We have no evidence on this matter and make no finding on it.
7. However, we note that there appears to be an error in that on Page 36 of the Bundle the quotation from Smiths Property Maintenance Limited is £11,955 whereas it is stated to be £17,995 on Page 46 of the Bundle. If £11,955 is correct, it means that this was the lowest quotation – although that does not necessarily mean that it was unreasonable for the Applicant to award the contract to another contractor.

**Name:** A.J.ENGEL

**Date:** 26<sup>th</sup> March 2014