



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

Tribunal reference : **CAM/00MA/LDC/2026/0043**

Property : **Various Properties, Bracknell,
Berkshire, RG12 0GA**

Applicant : **Abri Group Limited**

Representative : **Sarah Salmon, Counsel, instructed by
Trowers & Hamlin LLP**

Respondents : **Leaseholders of dwellings at the
Property**

Proceedings : **Dispensation with consultation
requirements**

Tribunal members : **Judge Bernadette MacQueen
Dr Jan Wilcox FRICS**

Date of hearing : **7 September 2026**

Date of decision : **5 October 2026**

DECISION

Decision

- (1) The Tribunal determines, pursuant to section 20ZA of the Landlord and Tenant Act 1985 ("the 1985 Act"), to grant unconditional dispensation from the consultation requirements in respect of the Qualifying Long-Term Agreement for redecoration and repair works entered into in 2022 ("the QLTA").
- (2) The Tribunal further determines, pursuant to section 20ZA of the 1985 Act, to grant unconditional dispensation from all consultation requirements in respect of the works undertaken under the QLTA

referred to in paragraph (1) above and completed in 2023 and 2024 ("the Works").

- (3) Pursuant to section 20C of the 1985 Act, the Tribunal orders that none of the costs incurred by the Applicant in connection with these proceedings shall be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Respondents.

Direction for service

- (4) By **12 October 2026** the Applicant shall send a copy of this decision to all Respondents.

Explanatory note

This decision relates solely to the statutory consultation requirements, as explained below.

It does not concern the issue of whether any service charge costs for the relevant works will be reasonable or payable. Any such issue might be the subject of an application by the landlord or leaseholders in future under section 27A of the 1985 Act.

Reasons for the decision

Application

1. By application dated 1 May 2026, the Applicant sought dispensation from the statutory consultation requirements in respect of a qualifying long-term agreement for repair and redecoration works ("the QLTA"). The Applicant also seeks dispensation in respect of two sets of qualifying works undertaken under the QLTA and completed in 2023 and 2024 ("the Works"). This application was allocated Tribunal reference CAM/ooMA/LDC/2026/0043.
2. By a separate application also dated 1 May 2026, the Applicant sought dispensation from the statutory consultation requirements in respect of a qualifying long-term agreement for a programme of roof renewal and associated roofing works, together with works carried out pursuant to that agreement. This application was allocated Tribunal reference CAM/ooMA/LDC/2026/0044.
3. By directions dated 24 July 2026, the Tribunal directed that the two applications be heard together. Although they were heard concurrently, separate written decisions have been issued in respect of each application. This is to ensure that the chronology and issues relevant to each application are recorded clearly and to reflect the fact that the Respondents affected by the qualifying works differ between the two

applications. This decision concerns the application relating to the qualifying long-term agreement for repair and redecoration works and the works carried out pursuant to that agreement, under Tribunal reference CAM/ooMA/LDC/2026/0043.

The Hearing

4. We have considered the witness statement of Cecilia Jane Busby dated 21 August 2026. Cecilia Jane Busby, a solicitor employed by Trowers & Hamlins LLP and acting on behalf of the Applicant, confirms that all Respondents were served with the application and provided with information explaining how representations could be made. In accordance with the Tribunal's directions, all Respondents identified in the Schedule of Respondents filed with the Tribunal on 27 July 2026 were notified of the application and informed of their right to make representations. We are satisfied from this evidence that all Respondents were given proper notice of the proceedings and a reasonable opportunity to participate.
5. The applications were originally listed for determination on the papers. However, following requests from leaseholders for an oral hearing, the Tribunal directed that the matters be relisted for a hearing by video conference via the Cloud Video Platform ("CVP"). At this hearing, the Applicant was represented by Sarah Salmon, Counsel, instructed by Trowers & Hamlins LLP. Several Respondents attended and indicated that they wished to speak at the hearing.
6. We heard oral evidence from Mike Burnell, Group Homeowner Services Manager on behalf of the Applicant, who confirmed the contents of his witness statement dated 21 August 2026 and was cross-examined by leaseholders who requested to speak at the hearing. We heard oral representations from a number of Respondents namely Sarah Nunes, Sasha Forster, Adam Warzecha, Abraham Olajide, Richard Williams, John Langford, Molly Hollis, and Kevin Foulger.
7. Additionally, we had before us a bundle consisting of 955 pages relating to the redecoration application, an additional documents bundle consisting of 161 pages and additional late replies. We have carefully considered these documents.

The Background

8. The Applicant, Abri Group Limited, is a registered provider of social housing. Its portfolio includes leasehold properties within blocks of flats for which it owns the freehold, as well as houses and leasehold properties situated within developments where it does not hold the freehold interest. The Applicant holds either the freehold or a superior leasehold interest in each of the Properties.

9. The Respondents are the leaseholders of the Properties, each holding their respective property under the terms of a long residential lease ("the Leases"). The application for dispensation in respect of the QLTA is relevant to all leaseholders because the agreement applies across the Applicant's housing portfolio. However, the Works were carried out only at certain properties and, accordingly, the number of Respondents affected by the application in respect of the Works is smaller. At pages 448 to 456 of the hearing bundle, the Applicant has provided a schedule identifying those leaseholders who have engaged with the proceedings and are described as the active Respondents. The schedule also identifies whether Works were carried out at the relevant property, thereby identifying those active Respondents affected by the application relating to the Works.
10. Pursuant to the Leases, the Applicant is responsible for repairing, maintaining, and redecorating the structure, exterior and common parts of the buildings of which the Properties form part. This includes both external and internal decoration and, where applicable, the repair and redecoration of communal areas serving the wider estate in which the Properties are situated. Under the terms of the Leases, the Respondents are required to contribute towards the cost of those services through the payment of service charges.
11. The Applicant's predecessor in title was Silva Homes Limited ("Silva"). Pursuant to a transfer of engagements under section 110 of the Co-operative and Community Benefit Societies Act 2014, Silva transferred its engagements to the Applicant on 1 October 2024. As a consequence, Silva's interests in the Properties vested in the Applicant without the need for any separate conveyance or assignment. The Applicant is therefore the registered proprietor of the relevant freehold or superior leasehold interests from which the Leases were granted.
12. Prior to the transfer of engagements from Silva to the Applicant, Silva proposed, in 2020, to procure a contractor to undertake a four-year programme of redecoration works and associated minor repairs. The proposed works included the redecoration and repair of external timber and masonry surfaces, internal communal areas, external pipework, guttering, windows, doors and fascias and, where applicable, bin stores, garages and fencing. Silva considered that entering into a long-term agreement would deliver economies of scale, provide greater value for money and achieve cost efficiencies for leaseholders. Accordingly, Silva commenced a competitive tender process and invited tenders in or about the first quarter of 2022.
13. Silva undertook the tender exercise and subsequently entered into the QLTA. However, following its acquisition of Silva's interests, the Applicant reviewed the procurement and consultation process and formed the view that the statutory consultation requirements had not been fully complied with in relation to the QLTA. The Applicant has

therefore applied for dispensation in respect of the QLTA. In addition, two sets of qualifying works were carried out pursuant to the QLTA and the Applicant's position is that the consultation requirements were not fully complied with in relation to those works. Accordingly, this is a retrospective application for dispensation in respect of both the QLTA and the Works undertaken under it, all of which were procured and carried out during Silva's management of the Properties.

General law on consultation and dispensation

14. If a landlord fails either to comply with the consultation requirements prescribed by the Service Charges (Consultation Requirements) (England) Regulations 2003 (the “Regulations”) or to obtain dispensation from the Tribunal under section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”), recovery through the service charge is limited to £100 per leaseholder per annum in respect of a qualifying long-term agreement and £250 per leaseholder in respect of qualifying works for repair and maintenance.
15. Under section 20ZA of the 1985 Act, the Tribunal may dispense with all or any of the consultation requirements relating to qualifying works or a QLTA if it is satisfied that it is reasonable to do so.
16. The principles applicable to applications for dispensation were considered by the Supreme Court in *Daejan Investments Ltd v Benson* [2013] UKSC 14. At paragraph 43, Lord Neuberger explained that:

“...the obligation to consult the tenants in advance about proposed works goes to the issue of the appropriateness of those works, and the obligations to obtain more than one estimate and to consult about them go to both the quality and the cost of the proposed works...”

At paragraph 44, he stated:

“Given that the purpose of the Requirements is to ensure that the tenants are protected from (i) paying for inappropriate works or (ii) paying more than would be appropriate, it seems to me that the issue on which the LVT [now the Tribunal] should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of the landlord to comply with the Requirements.”

17. At paragraph 45, Lord Neuberger further observed:

“...in a case where it was common ground that the extent, quality and cost of the works were in no way affected by the landlord’s

failure to comply with the Requirements, I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason) ...”

18. Lord Neuberger also considered the issue of prejudice. At paragraph 65, he stated that the only disadvantage of which tenants could legitimately complain was one that they would not have suffered had the consultation requirements been complied with, but which they would suffer if unconditional dispensation were granted. At paragraph 67, he explained that whilst the evidential burden of identifying relevant prejudice rests with the tenants, the Tribunal should approach their arguments sympathetically and resolve in their favour any genuine doubts as to whether the works might have cost less, whether some works might not have been undertaken, or whether they might have been carried out differently had a proper opportunity for consultation been afforded. Further guidance as to the terms upon which dispensation may be granted is set out from paragraph 68 onwards.

The Tribunal’s Reasons for Granting Unconditional Dispensation in Respect of the QLTA

19. It is common ground that the consultation requirements applicable to this case were those set out in Schedule 1 to the Service Charges (Consultation Requirements) (England) Regulations 2003 and that the consultation was not one requiring public notice. We accept the evidence of Mike Burnell, who reviewed the documentation transferred from Silva to the Applicant and concluded that the consultation process had not been completed in accordance with the Regulations. Mike Burnell explained that he became responsible for the management of service charges for the properties transferred from Silva to the Applicant in November 2024 and that it was upon reviewing the inherited records that the defects in the consultation process were identified, giving rise to this application for dispensation.
20. Mike Burnell confirmed that, in or around 2022, Silva undertook a tender exercise for a four-year programme of cyclical redecoration and associated minor repairs. The works included repairs and redecoration to external timber and masonry surfaces, internal communal areas, external pipework, guttering, windows, doors, fascias and, where relevant, bin stores, garages and fencing across the Properties. He told us that on 9 September 2021 Silva issued a Notice of Intention to leaseholders proposing to enter into a long-term agreement for those works. We were provided with a sample copy of the Notice of Intention and the accompanying covering letter. The notice described the proposed works and explained why Silva considered a long-term agreement appropriate. Leaseholders were invited both to make written observations and to nominate a contractor from whom Silva should seek an estimate. We were also provided with a summary of observations

received and Silva's responses to those observations. One leaseholder nominated THH Group, which was subsequently invited to tender.

21. Mike Burnell gave evidence that, having reviewed the documentation, he considered the Notice of Intention did not fully comply with the requirements of paragraph 1(2)(c) of Schedule 1 to the Regulations. Whilst the notice described the nature of the works and explained why a qualifying long-term agreement was proposed, it did not expressly set out the landlord's reasons for carrying out the works under such an agreement. We accept the Applicant's submission in this regard. However, we note that the accompanying covering letter did explain that Silva was responsible under the leases for undertaking these works, thereby providing leaseholders with relevant contextual information regarding the proposed arrangements.
22. Mike Burnell further stated that on 26 July 2022 Silva issued a Notice of Proposal together with a document entitled "Further Supporting Information". Sample copies of those documents were provided to us. The Applicant submits that the Notice of Proposal did not comply with the Regulations because it stated that the proposals could be inspected by appointment only, whereas the Regulations require the notice to specify a place and hours at which the proposals may be inspected. Mike Burnell also confirmed that he had been unable to locate a complete copy of the proposals that were made available for inspection and was therefore unable to verify whether all of the prescribed information had been included.
23. Tenders were sought from a number of contractors, including THH Group, the contractor nominated by a leaseholder. Tenders were received from Axis Europe Limited, Ian Williams Limited, CLC Contractors Limited and AD Construction Group (Architectural Decorators) Limited. Although invited to do so, THH Group did not submit a tender. Mike Burnell explained that Silva subsequently identified Axis Europe Limited as its preferred contractor, taking into account price, quality and performance at interview. Leaseholders were informed of this by way of a Notice of Proposal issued in July 2022. Silva thereafter entered into the QLTA with Axis Europe Limited for the provision of the cyclical redecoration works.
24. Mike Burnell also confirmed that neither the original tender documents nor the executed agreement could now be located within Silva's archived records. He also confirmed that, although the Regulations did not require a Notice of Award because Silva entered into an agreement with the contractor who submitted the lowest estimate, Silva nevertheless served a Notice of Award dated 25 October 2022. We were provided with a sample copy of that notice. However, the Applicant is no longer able to provide the associated summary of observations and responses, and the electronic link referred to within the notice is no longer active.

25. A substantial number of representations were received from the Respondents, both in writing and through oral submissions made at the hearing. We are grateful to all Respondents for the clear and considered manner in which their representations were presented. The Applicant also provided a helpful analysis of the issues raised. We have considered all of the evidence and submissions before us. For ease of reference, we have grouped the principal issues raised under a number of headings and make the following findings.

a. Works were not necessary

A number of Respondents contended that the works were unnecessary. We accept the Applicant's position that the works were undertaken pursuant to the landlord's repairing and maintenance obligations under the leases. In any event, the necessity of the works does not fall for determination in this application. The issue before the Tribunal is whether leaseholders have suffered relevant prejudice as a consequence of the defects in the consultation process.

b. Non-contribution by local authority or social housing tenants

Some Respondents raised concerns regarding the contribution, or alleged non-contribution, of local authority tenants and social housing tenants towards the costs of the works. This is not a matter relevant to the question of dispensation. In any event, the Applicant confirmed that costs are apportioned and recovered in accordance with the relevant lease terms. Where a block contains both leaseholders and tenants occupying under social rent tenancies that do not provide for the recovery of service charges, the Applicant bears the proportion attributable to those tenancies. Similarly, where a lease is held by a local authority or another social housing provider, that leaseholder is responsible for the service charge liability attributable to its lease.

c. Works have not been carried out

Some Respondents submitted that redecoration works have not yet been completed at their properties. Whilst we accept that this may be the case, it is not relevant to the determination of this application. The Applicant explained that, although the QLTA applies across all of the Properties, the programme of works is carried out in phases and works have not yet been undertaken at every property. Whether works have been completed at a particular property does not assist in determining whether leaseholders have suffered relevant prejudice arising from the consultation defects.

d. Qualifying works carried out in 2025

For the avoidance of doubt, the Applicant confirmed that this application does not relate to the redecoration works carried out during 2025. Although those works were undertaken by the contractor appointed under the QLTA, the Applicant's position is that the consultation requirements applicable to those qualifying works were complied with. Accordingly, those works do not form part of the present application and are not before the Tribunal.

e. No consultation was carried out

Some Respondents submitted that no consultation was undertaken. The Applicant accepts that the consultation process did not comply fully with the Regulations and that dispensation is therefore required. However, we accept the evidence of Mike Burnell and Cecilia Jane Busby that consultation documents were issued and that checks were undertaken against the relevant mailing records. We also accept their evidence that those Respondents who state that they did not receive consultation documents are either subsequent purchasers who acquired their properties after the consultation process had taken place or landlords rather than the leaseholders who were consulted at the relevant time. We are therefore satisfied that consultation was undertaken, albeit not in full compliance with the statutory requirements. It is for that reason that this application has been made.

f. Time for payment and sinking funds

Some Respondents raised issues concerning payment arrangements, affordability, sinking funds and reserve funds. Those matters fall outside the scope of this application. The sole issue before the Tribunal is whether it is reasonable to grant dispensation from the consultation requirements. Matters relating to payment terms, reserve funds or the ultimate recoverability of service charges are not issues that we are required to determine as part of this application.

g. Missing documents

A number of Respondents expressed concern that certain documents, including historic tender documents and the executed contract documentation, can no longer be located. It was submitted that, as a result, leaseholders were unable to scrutinise the procurement process, assess the scope and value of the works, or undertake what was described as "due diligence". We understand those concerns. However, the issue for the Tribunal is whether the failures to comply with the consultation requirements caused relevant prejudice within the meaning explained in *Daejan Investments Ltd v Benson*.

The significance of the missing documentation is that it prevents the Applicant from demonstrating strict compliance with every aspect of the

consultation requirements and is part of the reason why dispensation is sought. A number of Respondents submitted that the consultation process was fundamentally flawed and that the absence of key documents meant that leaseholders could not be satisfied that the procurement exercise had been properly conducted. We have carefully considered those submissions. However, the question before us is not whether the consultation requirements were complied with, as the Applicant accepts that they were not. Rather, the question is whether the Respondents have suffered relevant prejudice as a result of those failures such that dispensation should be refused, or granted only on terms.

26. We find that the Respondents have not identified any observations they would have made, any additional contractor they would have nominated, or any alternative course they would have proposed had the consultation requirements been fully complied with. Nor have they identified any basis upon which the outcome of the procurement exercise may have been materially different.
27. This is not a case in which no consultation was undertaken. Leaseholders were consulted, were invited to make observations and nominate contractors, and a competitive tender exercise was carried out. The question for the Tribunal is therefore what practical difference full compliance with the consultation requirements would have made.
28. We accept Mike Burnell's evidence that a competitive tender exercise was undertaken involving a number of contractors, including a contractor nominated by a leaseholder. The market was therefore tested. Leaseholders were afforded the opportunity to nominate contractors and that opportunity was acted upon.
29. Whilst we accept that both the Notice of Intention and the Notice of Proposal were defective, and that the consultation requirements were therefore not fully complied with, we are satisfied that dispensation should be granted. Applying the principles set out in *Daejan Investments Ltd v Benson* [2013] UKSC 14, we find that the Respondents have not established any relevant prejudice arising from those defects. Leaseholders were informed of Silva's intention to enter into a qualifying long-term agreement, were invited to make observations and nominate contractors, and did in fact participate in the consultation process. A contractor nominated by a leaseholder was invited to tender. The evidence further demonstrates that a competitive tender exercise was undertaken and that a number of contractors were invited to submit bids before a contractor was selected by reference to price, quality and performance.
30. In all the circumstances, we are satisfied that the defects in the consultation process did not deprive leaseholders of any meaningful opportunity to influence either the scope of the proposed arrangements or the procurement exercise. Nor are we satisfied that compliance with

the consultation requirements would have produced a materially different outcome. We therefore find that the Respondents have suffered no relevant prejudice and, accordingly, grant unconditional dispensation from the consultation requirements.

Dispensation in Respect of the Qualifying Works

31. The Applicant also seeks dispensation in respect of two sets of qualifying works completed pursuant to the QLTA (referred to as the “First QW” and the “Second QW”). Whilst the QLTA applies to all leaseholders, these qualifying works relate only to those leaseholders whose properties were included within the relevant programmes of works undertaken in 2023 and 2024. Copies of the relevant invoices were included within the hearing bundle.
32. The works constitute qualifying works because the service charge contribution payable by individual leaseholders may exceed the statutory threshold of £250. As the works were carried out pursuant to a QLTA, the Applicant was required to consult leaseholders in accordance with Schedule 3 to the Service Charges (Consultation Requirements) (England) Regulations 2003.
33. Mike Burnell gave evidence that a Notice of Intention in respect of the First QW was issued to the relevant leaseholders on 17 July 2023 and that a Notice of Intention in respect of the Second QW was issued on 12 August 2024. Sample copies of both notices were included within the bundle.
34. The notices contained details of the proposed works, stated that the works were required in order to comply with the landlord's obligations under the leases, and provided estimates of both the overall cost of the works and the anticipated contribution payable by leaseholders. The notices invited leaseholders to make written observations and provided an email address for that purpose, together with a deadline for the submission of observations. The Applicant's position is that the notices did not fully comply with the Regulations because the explanation of the landlord's reasons for carrying out the works was insufficient and no postal address was provided for the submission of written observations.
35. Mike Burnell further confirmed that a number of observations were received by email in response to both Notices of Intention and within the relevant consultation periods. A summary of those observations, together with the responses provided by Silva, was included within the hearing bundle.
36. The works have now been completed. However, because the Applicant accepts that the Notices of Intention did not fully comply with the

requirements of the Regulations, it seeks dispensation in respect of both sets of qualifying works.

37. In considering the representations made by the Respondents, we have had regard to the matters addressed at paragraphs [25(a) to (g)] above. We adopt that analysis for the purposes of these qualifying works and do not repeat it here.
38. We accept the Applicant's position and find that Silva made a genuine attempt to comply with the consultation requirements. The consultation process afforded leaseholders an opportunity to make observations and, as the evidence demonstrates, a number of observations were in fact made and considered. As these works were carried out pursuant to an existing QLTA, leaseholders were not entitled under the Regulations to nominate alternative contractors at this stage. Further, the contractor had already been selected following a competitive tender exercise undertaken in connection with the QLTA, during which the market was tested and the contractor was chosen by reference to factors including price, quality and assurance.
39. We are not satisfied that any failure to comply fully with the consultation requirements resulted in leaseholders paying more than they otherwise would have paid or deprived them of any meaningful opportunity to influence the procurement process or the scope of the works. Nor is there any evidence that the extent, quality or cost of the works was affected by the defects in the consultation process. Applying the principles set out in *Daejan Investments Ltd v Benson* [2013] UKSC 14, we find that the Respondents have suffered no relevant prejudice. We therefore grant unconditional dispensation in respect of both the First QW and the Second QW.

Conclusion

40. For the reasons set out above, we are satisfied that unconditional dispensation should be granted in respect of:
 - (a) the QLTA; and
 - (b) the First QW and Second QW carried out pursuant to that agreement during 2023 and 2024.

Section 20C of the 1985 Act

41. Although the Applicant indicated that no costs would be passed through the service charge, for the avoidance of doubt, we nonetheless determine that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Applicant may not pass

any of its costs incurred in connection with the proceedings before the Tribunal through the service charge.

Name: Judge Bernadette MacQueen **Date:** 5 October 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).