



On 21 July 2015, the Upper Tribunal handed down its decision in *Royal Borough of Kensington & Chelsea v Lessees of 1-124 Pond House* [2015] UKUT 0395 (LC).

RBKC applied under s.27A(3) Landlord & Tenant Act 1985 for a determination of lessees' liability to pay for planned, borough-wide major works. The application was therefore based on liability to pay for future works. As part of its application, RBKC also sought confirmation that it had complied with the relevant consultation requirements.

Citing *LB Southwark v Leaseholders of the LB Southwark* [2011] UKUT 438 (LC), the Upper Tribunal held that its s.27A jurisdiction extended to "a consideration of whether, at a particular point in time, the correct consultation has been carried out". It noted however that in *Southwark*, the Upper Tribunal had "doubted whether the procedure would be appropriate in a case where no specific description of the works to be carried out ... was available".

On the evidence before it, the Upper Tribunal held that RBKC:

- a) Had complied with the consultation requirements, but
- b) Had not sufficiently evidenced the extent, duration and reasonableness of the cost of the works or the terms of the lease under which those costs were recoverable.

