



Carillon House, 18 Eversfield Road, Eastbourne, was the subject of proceedings about compliance with consultation requirements.

The landlord proposed to carry out works to the roof. In response to the stage 1 notice of intention, one of the lessees nominated his own (roofing) company. By oversight, that company was not invited to tender until after the stage 2 notice of estimates had been given.



The company provided a quote, but the landlord declined to let the contract to it on the grounds that it had not supplied a “price specification and other paperwork” and that the quote had been obtained “outside of the consultation process”. The lessees applied for a determination of the amount of service charge payable by them. The FTT held that the full cost of the works was payable. The lessees appealed.

In *Collingwood v Carillon House Eastbourne Ltd* [2021] UKUT 0246 (LC), Judge Elizabeth Cooke held that each lessee’s liability was limited to £250 because the landlord had not complied with the consultation requirements. She said:

“The requirements of the Consultation Regulations are both strict and sequential. There is no room in the clear wording of the provisions for flexibility in their interpretation, and no legal precedent for a flexible interpretation. They are anything but woolly... [O]n the undisputed facts [the landlord] did not comply with the consultation requirements...”

“[The FTT] found there was no breach of the consultation requirements, which it could not rationally have done on the evidence before it, ... it did so because it felt the failings were minor (describing them as “shortcomings”) and did not prejudice the tenants – which was irrelevant. The FTT appears to have taken the view that the landlord did its best and that its efforts were good enough; but that finding was not open to it in the context of clear rules which leave no scope for any doctrine of substantial compliance.

“... it was not open to the FTT on the evidence before it to find that there was no breach of the consultation requirements, and ... [it] took into account an irrelevant consideration namely the absence of prejudice to the tenant.