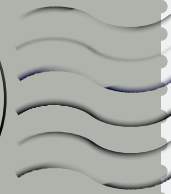




At paragraph 21 of *Wynne v Yates* [2021] UKUT 278 (LC), Judge Elizabeth Cooke identified the four charges, each of £405.18, that were disputed by the lessees, and that led to the landlord applying for dispensation from the requirement to consult in respect of external redecorations and roof repairs.



A Mr Ramjedas was engaged for the external redecorations at an estimated cost of £2,350, but was unable to complete the work and was paid £970. The landlord engaged different contractors to finish the decorations and to carry out the roof repairs. There was no new consultation before the new contractors were engaged.

The work eventually done was wider in scope than that for which Mr Ramjedas had quoted, because it included the roof repairs. In total, the works cost £4,754, which was lower than any of the estimates set out in the landlord's stage 2 statement of estimates "given in July 2015, before Mr Ramjedas gave his estimate".

The FTT refused to grant dispensation but said that if that was wrong, the landlord should be limited to recovering the amount estimated by Mr Ramjedas. The landlord appealed. Allowing the appeal, Judge Cooke said:

"There must be some prejudice to the tenants beyond the obvious fact of not being able to participate in the consultation process. The FTT found that there was prejudice to the tenants but did not say what it was, and nothing in the evidence given to the FTT indicated that the tenants might have suffered any prejudice... [T]here was no reason not to grant a dispensation. The FTT's decision on this point was irrational and is set aside."

She continued:

... I see no reason why a fresh consultation was necessary... Compliance with the consultation requirements gives no guarantee ... about the eventual price and scope of the work. The consultation process requires the presentation of estimates and a choice between them; it does not require that estimates are not exceeded, as anyone who has engaged decorators or builders knows does happen. And the consultation process does not guarantee that the contractor ... will be able to finish the job. The consultation requirement applies to a "set of works" (*Phillips v Francis* [2014] EWCA Civ 1395), and if a contractor engaged to carry out a set of works is unable to complete it there is no requirement for a fresh consultation about the same set of works, even if the price is going to go up ..., and even if the tenant's contribution is going to rise by more than £250."