

IN THE FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
RESIDENTIAL PROPERTY

Claim No. LON/00AB/LDC/2022/0161

B E T W E E N:

**LONDON BOROUGH OF
BARKING AND DAGENHAM**

Applicant

AND

**LONG RESIDENTIAL LEASEHOLDERS
IN THE BOROUGH
SUBJECT TO COMMUNAL ELECTRICITY AND GAS SUPPLIES**

Respondent

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Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

If you want to be sent online banking payment details by email, please tick this box



Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

4. BRIEF DESCRIPTION OF BUILDING (e.g. 2 bedroom flat in purpose built block of 12 flats)

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☐ Yes ☒ No

If Yes, please give details

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☐ Yes ☐ No

If Yes, please explain how urgent it is and why:

See covering letter

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

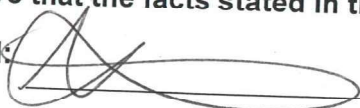
The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:



Dated:

24/08/2022

GROUND FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

See attached Statement of Case

2. Describe the consultation that has been carried out or is proposed to be carried out.

See attached Statement of Case

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

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

REF:

RE: SECTION 20ZA OF THE LANDLORD AND TENANT ACT 1985

**AND RE: [ALL] RESIDENTIAL LONG LEASEHOLDERS OF PROPERTIES OF
WHICH THE LONDON BOROUGH OF BARKING AND DAGENHAM ARE THE
REVERTIONERS**

B E T W E E N:

LONDON BOROUGH OF BARKING AND DAGENHAM

Applicant

- and -

**LONG RESIDENTIAL LEASEHOLDERS OF THE
LONDON BOROUGH OF BARKING AND DAGENHAM SUBJECT TO
COMMUNAL ELECTRICITY AND GAS SUPPLIES**

Respondents

STATEMENT OF CASE

Application

1. This is an application by the London Borough of Barking and Dagenham ("Barking and Dagenham") for dispensation in relation to agreements that Barking and Dagenham intend to enter into for:

- The supply of electricity to blocks and estates and street properties for landlords' lighting, staircase lighting, lifts, estate lighting, boiler rooms, heating and communal services such as door entry systems and fire alarms serving the residential leasehold properties set out in Appendix 1.

- The supply of gas to the central boiler room on estates, communal block boilers and communal supplies on smaller blocks serving the residential leasehold properties set out in Appendix 2.
2. The Respondents to this application are the lessees noted in Appendices 1 and 2. A sample lease of 11A Braintree Road, Dagenham, Essex, RM10 7EA as attached at Appendix 3.

Background

3. The Applicant currently purchases its gas and electricity through LASER (a Company owned by Kent County Council), which procures energy on behalf of local authorities. The Applicant's current contract expires on 30 September 2024. The Applicant intends to enter into a new agreement for the supply of gas and electricity with a specialist energy procurement broker, like LASER, to take effect once the Section 20 process has completed, to allow them to purchase energy supplies ready for use from October 2024 which will offer the best available prices over the next 2 years.

The Framework Agreement

4. The Applicant intends to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework. The central purchasing authority with whom the Applicant would enter a contract will be responsible for purchasing energy from energy companies and managing energy contracts on behalf of the Applicant from 1 October 2024.
5. LASER will be the contracting party in terms of the Framework Agreement and Barking and Dagenham would be a participating authority. Once Barking and Dagenham confirms that it will access supplies through the

framework agreement and confirms its buying strategy, the central purchasing authority instructs the supplier when to purchase energy on forward markets and short-term markets for Barking and Dagenham and other participating organisations in advance of the October 2024 supply date to better manage risk or take advantage of downward price movements also during the supply period. This becomes the “energy commodity” price that Barking and Dagenham pays within invoices for gas or electricity in October 2024 and subsequent years, which is the weighted average of the forward and short-term purchases made.

6. The energy supply company invoices LASER for the supply of energy and then LASER invoice Barking and Dagenham for their supply, together with its own fees for fully managing the energy supply.
7. The tender for the framework agreement for the energy suppliers complies with the Public Contract Regulations 2015 and Public Procurement (Amendment etc.)(EU Exit) Regulations 2020 SI 1319 and will be awarded on a Most Economically Advantageous Basis, which includes a rigorous evaluation of non-energy commodity price elements, financial standing and terms and conditions.

The benefits of using a buying organisation

8. Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price. Due to its volatility, the energy market cannot be index linked and true cost savings accrue directly from a lower absolute outlay. Given the nature of the

energy market and influencing factors such as the increasing move to renewables, carbon reduction measures, taxation, reduction in generating capacity and increased reliance on energy imports, it is unlikely that the opportunity for any absolute cost reduction will occur on a consistent basis.

9. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable. The ability to purchase 'chunks' of energy over longer periods of time avoids the high-risk strategy of single day purchasing typically associated with fixed price, fixed period tendering.
10. Using a public sector buying organisation such as LASER allows Barking and Dagenham to aggregate the Council's and residents' required energy consumption with the buying organisation's other customers to secure energy in a cost effective and risk managed way. It is cost effective because through aggregation at scale an organisation like LASER can secure lower prices from the wholesale energy markets than Barking and Dagenham could secure on its own; the options in relation to energy are more attractive as contracts can be shaped differently than Barking and Dagenham can do on its own, for example street lights can be aggregated into the agreement, using energy at night-time when generators wish to sell and helping Suppliers balance their day and night time shape. It is risk managed it enables central purchasing authority to forward buy energy from a supplier in the run up to the supply start date, thus hedging against energy market volatility at the contract start date and due to the

aggregated volume, these purchases may be done more frequently than Barking and Dagenham could do on its own.

Consultation issues

11. It would not be practical for leaseholders to be consulted on every occasion that LASER instructs a supplier to forward buy energy on Barking and Dagenham's behalf as by the time the consultation process has been concluded, the prices would no longer be available. Indeed a requirement to consult would render participation with a buying organisation led procurement process unworkable.
12. Furthermore, the prices received during the forward purchasing process would not necessarily be the same as the final contract price to Barking and Dagenham residents but rather components of the final price, which, as noted above, would be a product of the forward buying decisions taken in the run up to the contract start date. Other aspects of pricing are regulated by government, such as distribution and use of network costs (pipes, wires and metering).
13. In such circumstances, the process of providing a detailed proposal, inviting observations and responding to those observations as required by paragraphs 4, 5(2) and 7 of Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) ("the Regulations") respectively, would render the whole energy supply contract process unworkable. Neither estimates received nor contract offers would be held for the length of time taken to consult.

14. Barking and Dagenham intends to enter into a new framework agreement with LASER or to take effect from 1 October 2022 in respect of which a Find a Tender (FTS) will have already been served and therefore there is no need to serve a further FTS in respect of Barking and Dagenham's intended new contract.

QUALIFYING LONG TERM AGREEMENTS ("QLTAs")

15. Section 20 of the Act provides that:

- (1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either –
 - (a) complied with in relation to the works or agreement, or
 - (b) dispensed with in relation to the works or agreement by (or an appeal from) the appropriate tribunal."

16. Qualifying long term agreements are defined in section 20ZA as follows:

- (2) ... "qualifying long term agreement" means ... an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

17. Section 20 imposes a limit on the amount of service charges recoverable where the requirements have been neither complied with nor dispensed with.

18. Regulation 4 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) ("the Regulations") applies section 20 to qualifying long term agreements (QLTAs) if:

(1) relevant costs incurred under the agreement in any accounting period exceed an amount which results in the relevant contribution of any tenant, in respect of that period, being more than £100."

19. The Procurement policy note PPN 08/20 and the Public Procurement (EU Exit) Regulations 2020 SI 1319 provides that:

(1)(2) Where an FTS is required to be given of the relevant matters to which a qualifying long term agreement relates, the consultation requirements for the purposes of section 20 and 20ZA as regards the agreement, are the requirements specified in schedule 2.

Consultation - The relevant regime

1. The energy supply contracts Barking and Dagenham intend to enter into are of a sufficient value that it would require FTS and accordingly the relevant consultation is Schedule 2 of the Regulations. However, Barking and Dagenham will not be giving FTS for the contracts it enters into because it will rely on the public notices served by the central purchasing authority when they set up the framework agreements which Barking and Dagenham will access to obtain their own contract.

Dispensation - Schedule 2

Notice of Intention

2. Barking and Dagenham will be serving Notice of Intentions relating, inter alia, to the energy supply contracts. Barking and Dagenham will be able to comply with all of the consultation requirements as set out in paragraph 1 of Schedule 2 other than the requirement to explain why Barking and Dagenham cannot invite nominations. This is because the consultation

provisions anticipate that a FTS will be given whereas for the reasons set out at paragraph 19 above, Barking and Dagenham will be relying on notices that have already been given by LASER

3. Barking and Dagenham therefore seeks dispensation from paragraph 1(2)(d) of Schedule 2 to the Regulations.

Landlord's Proposal

4. Barking and Dagenham will prepare proposals in respect of the proposed agreement. At that time the identity of the central purchasing authority will be known but for the reasons set out above, the costs of the gas and electricity supplies will not be known.
5. Barking and Dagenham therefore seeks dispensation paragraphs 4 to 8 of Schedule 2 of consultation requirements for qualifying long term agreements on the basis the landlord cannot reasonably prepare a proposal.
6. Barking and Dagenham seeks dispensation as set out above in respect of their proposed contracts because the tender process for energy procurement is incompatible with elements of the consultation process.
7. It is respectfully submitted that in these particular circumstances that dispensation be granted unconditionally as the lessees will not suffer any prejudice if dispensation is granted.

Dated this day of 24 August 2022

A handwritten signature in cursive script, appearing to read "Judge & Priestley", is written over a horizontal dotted line.

JUDGE & PRIESTLEY LLP

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

REF: LON/

RE: SECTION 20ZA OF THE LANDLORD AND TENANT ACT 1985

**AND RE: [ALL] RESIDENTIAL LONG LEASEHOLDERS OF PROPERTIES OF
WHICH THE LONDON BOROUGH OF BARKING AND DAGENHAM ARE THE
REVERTIONERS**

B E T W E E N:

LONDON BOROUGH OF BARKING AND DAGENHAM

Applicant

- and -

**LONG RESIDENTIAL LEASEHOLDERS OF THE
LONDON BOROUGH OF BARKING AND DAGENHAM SUBJECT TO
COMMUNAL ELECTRICITY AND GAS SUPPLIES**

Respondents

STATEMENT OF CASE

REF: MDO/LOND070/0001

Judge & Priestley LLP
Justin House
6 West Street
Bromley
KENT
BR1 1JN

Tel: 020 8290 0333
Fax: 020 8464 3332
DX: 117600 BROMLEY 7



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

Case reference	:	LON/00AB/LDC/2022/0161
Properties	:	Various residential leasehold properties in the London Borough of Barking and Dagenham
Applicant	:	London Borough of Barking and Dagenham
Representative	:	Judge & Priestley Contact: Alexandra Jordan Email: moakley@judge-priestley.co.uk
Respondents	:	Long residential leaseholders in the Borough subject to communal electricity and gas supplies
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of electricity to communal areas
Legal Officer	:	Nadine Sandford
Date of directions	:	6th October 2022

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

Covid-19 Arrangements

- For the tribunal's current procedures, please see the Guidance for Users at: <https://www.judiciary.uk/wp-content/uploads/2021/02/Guidance-for-Users-February-2021-final.pdf>

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to London.RAP@justice.gov.uk. The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**

Background to the Application

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The Applicant proposes to enter into a new agreement for the supply of electricity to the landlord's lighting, communal areas, staircase lighting and lifts serving residential leaseholders in the Borough of Barking and Dagenham and gas to central boiler rooms on estates, communal block boilers and communal supplies serving residential leaseholders, as set out in the statement of case in the application.
- (C) The Applicant intends to procure the new contract making use of a framework established by the public sector central purchasing authority known as LASER. The benefit of using LASER is said to be that it allows the Borough to work collectively with others to buy energy on the wholesale market when market conditions are favourable, and to secure lower prices than the Borough could secure on its own.
- (D) The new contract will run from **01st October 2024**, after the current contract has expired on 30th September 2024. The Applicant seeks dispensation from all the consultation requirements under section 20 of the Landlord and Tenant Act 1985, on the basis that it will be able to take advantage of more competitive energy prices, if it entered into these agreements and, because of the volatile nature of energy procurement, it would not be able to obtain significant cost savings for the benefit of the leaseholders, if it were required to carry out the section 20 consultation process.

¹ See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

- (E) In addition, the Applicant would be unable to provide estimated costs to leaseholders, as required under the Service Charges (Consultation) Regulations 2003, because the energy will be purchased as and when a competitive price is identified by LASER on the wholesale energy market.
- (F) The only issue for the tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (G) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

DIRECTIONS

1. The Applicant landlord must by **27th October 2022**:
 - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
 - (a) Informing them of the application;
 - (b) Advising them that a copy of the application (with personal details deleted), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by **17th November 2022** as outlined in the directions below;
 - (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, with any personal details deleted);
 - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after **26th January 2023**.
 - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **17th November 2022**:
 - Complete the attached reply form and send it by email to the tribunal; and

- Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The Applicant landlord must by **8th December 2022**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
 - Upload a copy of the bundle to their website;
 - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
 - Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

Determination

4. The tribunal will decide the application during the seven days commencing **23rd January 2023** based on the documents.
5. However, any party may request a hearing. Any such **request should be made by 15th December 2022**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient.
6. If a hearing is requested:
- It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a "skeleton argument") **three days** before the date of the listed hearing.
 - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
 - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.

- Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
7. As the tribunal is working electronically during the current pandemic, the tribunal deciding this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
 8. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
 9. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

Attached: Reply Form for Leaseholders

NOTES

- a. **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.**
- b. **Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.**
- c. **If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").**
- d. **If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**

Reply Form for Leaseholders

Case Reference:	LON/00AB/LDC/2022/0161
Property:	Various residential leasehold properties in the London Borough of Barking and Dagenham

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email to:**
London.RAP@justice.gov.uk

And send a copy to the landlord's representative, Alexandra Jordan
Address: Justin House, 6 West Street Bromley, BR1 1JN
Tel: 0208 290 7337
Email: moakley@judge-priestley.co.uk

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone:	
Email:	

«Leaseholder_Name»
/CURRENT LEASEHOLDER(s)
«CorrAdd1»
«CorrAdd2»
«CorrAdd3»
«CorrAdd4»
«CorrPostCode»

Our Address:
Sales and Leasing, My Place,
Town Hall, Barking IG11 7LU
Email: myobservations@lbdd.gov.uk
Our Reference: DispenEnergy2022

Date: 24 October 2022

Dear Leaseholder(s),

Property: «Property»

New Energy Contract

London Borough of Barking and Dagenham (LBBD) proposes to enter into a new Qualifying Long-Term Agreement (QLTA) to continue supplying electricity and/or gas to your block. A QLTA is an agreement with a contractor to provide goods or services lasting more than 12 months.

The Council arranges a supply of electricity and/or gas to provide lighting and/or heating to the building. This is in accordance with the terms of your lease.

Section 20 consultation requirements of Landlord and Tenant Act 1985 apply to the proposed contract. However, due to the nature of the energy market, the Council will not be able to comply with the consultation requirements and have applied to the First-tier Tribunal (Property Chamber) for a dispensation under section 20ZA of the 1985 Act.

The First-tier Tribunal has issued the directions under case reference **LON/00AB/LDC/2022/0161** that the Council (Applicant Landlord) must notify you setting out the following:

1. A copy of the application (with personal details deleted), statement of case, supporting documents and a copy of the directions will be available on the applicant's website:
<https://www.lbdd.gov.uk/section-20>
2. If you wish to respond to the application, then such response should be made by **17 November 2022**. Details of how to respond and the form to be completed are available in the documents on the website.

3. If you wish to receive a printed copy of the application and these directions, please send your request to myobservations@lbbd.gov.uk .
4. Please be advised that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after **26th January 2023**.

If you have a question regarding this letter, please also send it to myobservations@lbbd.gov.uk including property address and our reference in the subject line. Alternatively, the postal address is as follows:

Sales and Leasing, My Place, Town Hall, Barking IG11 7LU.

Yours sincerely,

Brett Mayne

Service Charge Manager

Katie Norton

From: Zena Kanaan
Sent: 25 October 2022 17:26
To: Matthew.Lyster@justice.gov.uk
Cc: Mark Oakley
Subject: RE: - Various long leasehold properties across Barking and Dagenham, London
LON/00AB/LDC/2022/0161

Dear Sirs

We write further to the directions dated 6 October 2022.

We confirm that the Applicant has complied with Paragraph 1 of the directions.

The Applicant sent the letters on 24 October 2022 via first class post. The Applicant has also set-up the following web-page and updated with the documents:

<https://www.lbbd.gov.uk/section-20>

yours faithfully

JUDGE & PRIESTLEY

Zena Kanaan
Trainee Solicitor
Judge & Priestley LLP
Solicitors
Direct line: 07745544755
Fax: 020 8464 3332
<mailto:zkanaan@judge-priestley.co.uk>
www.judge-priestley.co.uk

From: Lyster, Matthew <Matthew.Lyster@justice.gov.uk>
Sent: 07 October 2022 16:57
To: Info <info@judge-priestley.co.uk>
Subject: F.A.O. Alexandra Jordan - Various long leasehold properties across Barking and Dagenham, London -
LON/00AB/LDC/2022/0161
Importance: High

Good afternoon,

Please find the attached Directions for your attention.

Kind regards,

Matthew Lyster
Case Officer
First-tier Tribunal (Property Chamber) Residential Property | HMCTS | 10 Alfred Place, | London | WC1E 7LR
Tel: 020 7446 7804 | Fax: 01264 785 060
Web: www.gov.uk/hmcts
Web: www.gov.uk/hmcts
[Coronavirus \(COVID-19\): courts and tribunals planning and preparation](#)

<u>Date</u>	<u>LH Name</u>	<u>LH address</u>	<u>Enquiries</u>	<u>Response</u>
27 October 2022	Name redacted	Address redacted	<p>What are you proposing here? Please explain this in clear terms so it can be understood without any jargon. And how will this affect me as a leaseholder? You also state section 20 consultation applies to this consultation and you want be able to comply with the consultation requirements due to nature of the energy market. Are you saying this will be classed as major works? And due to energy market being in turmoil why are you proposing to enter into a QLTA during these uncertain times? I look forward to a detailed and thorough explanation from you.</p>	<p>Please note that supply of energy is a service and not major works.</p> <p>LBBD currently purchases its gas and electricity through LASER (a Company owned by Kent County Council), which procures energy on behalf of local authorities. To continue providing energy to communal parts of your block, LBBD now proposing to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to consult with leaseholders who pay a service charge for any costs incurred under that agreement. This affects you in a way because the energy cost is incorporated in your annual service charges.</p> <p>Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>It would not be practical for leaseholders to be consulted on every occasion that LASER instructs a supplier to forward buy energy on Barking and Dagenham's behalf as by the time the consultation process has been concluded, the prices would no longer be available. This difficulty means that the Council can not comply with the consultation requirements contained in Section 20 of the Landlord & Tenant Act 1985 (as amended) in order to secure the best price of energy for leaseholders.</p>
28 October 2022	Name redacted	Address redacted	<p>As a Leaseholder I have this morning received your letter ref the "NEW ENERGY CONTRACT". My question is , will this be costing me any more money on my Service Charge yearly bill? As a pensioner I find the service charges are expensive.</p>	<p>Please note that LBBD currently purchases its gas and electricity through LASER (a Company owned by Kent County Council), which procures energy on behalf of local authorities. The letter you have received is just to inform you of LBBD's proposal to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to consult with leaseholders who pay a service charge for any costs incurred under that agreement.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>The new contract will take effect to purchase energy supplies ready for use from October 2024 which will offer the best available prices over the next 2 years. Whilst, the energy cost is already incorporated in your annual service charges but because of the fluctuation in costs associated with purchasing energy, we are not able to establish the final price for energy supplied until the contract period has been completed.</p>

28 October 2022	Name redacted	1Address redacted	<p>I receive a letter from you regarding new energy contract. As long as we dont have to pay more than we already do with the financial crisis and very high costs of living that would be just another bad thing to do to residents.</p> <p>In my observation I can only see that council is happy to inform about charging us more but no improvement in quality of living is done.</p> <p>I off course have to pay for the energy that supposed to be delivered to the building i live in, but where is the light? Sounds funny? It is indeed! On my floor there is no light in at least 3 lamps. I raised that issue when one was off, nobody is doing anything! The building is falling apart, serious renovation needs to be done. Rail is full of rust, has around 5 different, falling off paints on top of each other and if thats not enough it has holes in the metal making the rail not being safe, off course impossible to hold it because of terrible statement.</p> <p>Please take my observation seriously. I keep getting letters with information what council wants to do instead what it supposed to do.</p> <p>Demanding paying for electrocity or any other service that is not delivered is a crime! It's been 4 years I keep emailing.</p> <p>I hope you find this letter as serious as it should be taken.</p> <p>Looking forward to your answer of explanation and proposal of fixing those issues instead of emailing me that you receive my „observation“ or „complain“.</p>	<p>Please note that LBBD currently purchases its gas and electricity through a company owned by Kent County Council, which procures energy on behalf of local authorities. The letter you have received is just to inform you of LBBD's proposal to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to consult with leaseholders who pay a service charge for any costs incurred under that agreement.</p> <p>Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>I am sorry to learn of the various repair issues that you have been experiencing at your block. Regrettably, in my capacity as a section 20 consultation officer, I am not in a position to assist with them. However, I would suggest if you have not already, that you report them via this link: https://eforms.lbdd.gov.uk/report-a-non-urgent-repair.</p> <p>You will then receive a reference regarding these and, if they are not resolved, you can provide the service charge manager with the reference number and the date they were reported by emailing to servicecharge@lbdd.gov.uk. Please note that LBBD currently purchases its gas and electricity through a company owned by Kent County Council, which procures energy on behalf of local authorities. To continue providing energy to communal parts of your block, LBBD now proposing to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to consult with leaseholders who pay a service charge for any costs incurred under that agreement. This affects you in a way because the energy cost is incorporated in your annual service charges.</p>
31 October 2022	Name redacted	Address redacted	<p>I write with regards to the letter received concerning the New Energy contract dispensation.</p> <p>Why would a new long term agreement be entered into given the current situation on energy supply costs, would a short term agreement not be more viable?</p> <p>What is the grounds for applying a dispensation? Leaseholder should be consulted as entering into a new agreement at this time would be a significant change in costs to leaseholders?</p> <p>Will estimated costs be provided for the new agreement?</p>	<p>Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>It would not be practical for leaseholders to be consulted on every occasion that LASER instructs a supplier to forward buy energy on Barking and Dagenham's behalf as by the time the consultation process has been concluded, the prices would no longer be available. The new contract will take effect to purchase energy supplies ready for use from October 2024 which will offer the best available prices over the next 2 years. Because of the fluctuation in costs associated with purchasing energy, we are not able to establish the final price for energy supplied until the contract period has been completed.</p>

05 November 2022	Name redacted	Not specified	<p>I have received your recent letter around changes in electricity and/or heat provider. Please could you confirm how (if at all) likely this is to affect any finances i.e. rent, service charge etc.</p> <p>Also, not sure if this is the correct place - but we still have no one even contacting us to fix the flooring - it continues to cause injuries and should have been fixed a long time ago.</p>	<p>LBBD currently purchases its gas and electricity through LASER (a Company owned by Kent County Council), which procures energy on behalf of local authorities. To continue providing energy to communal parts of your block, LBBD now proposing to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to consult with leaseholders who pay a service charge for any costs incurred under that agreement. This affects you in a way because the energy cost is incorporated in your annual service charges.</p> <p>Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>With regards to your concern about flooring, please contact the housing repairs team as below:</p> <p>To report an emergency housing repair, please call 020 8592 7388. All non-urgent repairs must be booked online using the web form: To report-a-non-urgent-repair, or by calling 020 8592 7388.</p>
06 November 2022	Name redacted	Address redacted	<p>I have received letter (photocopy attached). Could you please explain meaning of it in plain simple language. All this terms "First Tier Tribunal" and so.. I didn't understand what I have to do, do I have to fill that form, if Yes- why, is there court case?...</p> <p>And one more thing: could you please amend the name of current leaseholder. It is CARLTON not CHarlton.</p>	<p>Please note that LBBD currently purchases its gas and electricity through LASER (a Company owned by Kent County Council), which procures energy on behalf of local authorities. To continue providing energy to communal parts of your block, LBBD now proposing to enter into a new framework agreement with LASER as the Council's energy broker for the energy supply contracts under that framework and it is required by law to inform leaseholders who pay a service charge for any costs incurred under that agreement. There is no requirement for you to fill the form. The energy cost is already incorporated in your annual service charges.</p> <p>Energy markets are complex and volatile, making them liable to sudden price fluctuations which are often linked to real or perceived threats to supply and demand that can significantly vary prices on a daily basis. A significant part of the energy price payable is market-related, a key variant and influencing factor is the wholesale commodity price.</p> <p>The cost of using energy in the borough is a significant expenditure which needs to be kept as low as possible to avoid placing an extra burden on residents. We believe that by having a long-term agreement in place there will be overall savings in the costs. The effectiveness of the framework agreement methodology is derived from the ability of public sector authorities to, in effect, work together and collectively buy energy on the wholesale market through a central purchasing body that aggregates and purchases gas and electricity commodities when market conditions are favourable.</p> <p>It would not be practical for leaseholders to be consulted on every occasion that LASER instructs a supplier to forward buy energy on Barking and Dagenham's behalf as by the time the consultation process has been concluded, the prices would no longer be available. This difficulty means that the Council can not comply with the consultation requirements contained in Section 20 of the Landlord & Tenant Act 1985 (as amended) in order to secure the best price of energy for leaseholders.</p> <p>Fortunately, it is possible to deal with those obstacles by applying to the First Tier Tribunal to ask</p>

