

**First Tier Tribunal  
Property Chamber  
(Residential Property)**

**Case Reference** : **BIR/00CN/LDC/2025/0028**

**Property** : **70 Holmes Close  
Norwich  
Norfolk NR7 9XN  
And other properties managed by the Applicant**

**Applicant** : **Orbit Group Limited**

**Representative** : **Shakespeare Martineau LLP**

**Respondents** : **Application under section 20ZA of the  
Landlord and Tenant Act 1985 for  
dispensation of the consultation  
requirements in respect of a qualifying  
long term agreement**

**Type of Application** : **An application under section 37 of the  
Landlord and Tenant Act 1987 – Variation of  
2 or more leases by a majority.**

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**BUNDLE INDEX FOR APPLICATION BIR/00CN/LDC/2025/0028**

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Leasehold 5

## Apply to dispense with consultation requirements

Landlords can apply to dispense with the requirement to consult tenants set out in Section 20 of the Landlord and Tenant Act 1985 by making an application under Section 20ZA of the Act.

### Before you apply

You will need a copy of a sample lease.

You must complete all sections and provide all documentation requested otherwise the tribunal cannot progress your application.

If you are unable to do so you must explain why at the end of this form and the tribunal will decide whether or not the application can proceed.

### If you have any questions

If you have any questions about this application contact the relevant regional tribunal office in **Annex 2**.

The tribunal cannot give legal advice on your case.

### Serving the application

You must send a copy of the application to the respondent and any interested party by email or post.

### Other notes

Write clearly if you are completing this form by hand.

Use another sheet of paper if there is not enough space for you to say everything.

Add your name at the top of any additional pages.

## Section 1 – Applicant’s information

### 1.1 Details of applicant

First name

Last name

Capacity

Company name (optional)

### 1.2 Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

### 1.3 Reference number for correspondence (optional)

### 1.4 Contact details

Phone number

Mobile number

Email address

### Note for Section 1

In cases with more than one applicant, attach a separate document containing the names, addresses and emails (if known) of all the applicants. Also, include a document, signed in pen by each applicant or an email from each applicant wanting to be part of the application.

### Note for Capacity

Capacity could be landlord or managing agent

**1.5** Details of applicant's representative (if any)

First name

Last name

Company name

**Note 1.5**

A representative is someone you want to represent you in dealing with the tribunal.

If you appoint a representative, the tribunal office will only correspond with your representative.

**1.6** Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

**1.7** DX number for correspondence (optional)

**1.8** Reference number for correspondence (optional)

**1.9** Contact details

Phone number

Mobile number

Email address

**Note 1.7**

Not all regional tribunal offices use the DX service.

See Annex 2 for offices that have DX numbers.

## Section 2 – Property information

**2.1** Is the address of the subject property the same as the applicant's address?

Yes

No. **Provide the address below.**

Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

**2.2** Reference number for correspondence (optional)

**2.3** Brief description of the property

### Note for Section 2

The subject property address could be the same as the applicant's address (for example, the property or properties involved in the application or dispute).

### Note 2.3

Add a short description of the property, for example:

- is the property a block of flats
- how many flats are in the block
- a description of the property or properties (for example 1 or 2 bedroom)
- an estimate of the age of the property

## Section 3 – Respondent’s information

### 3.1 Details of respondent

First name

Last name

Capacity

Company name (optional)

### 3.2 Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

### 3.3 Reference number for correspondence (optional)

### 3.4 Contact details

Phone number

Mobile number

Email address

### Note for Section 3

Anyone that pays a service charge should be added as a respondent to this application.

In cases with more than one respondent, attach a separate document containing the names, addresses and emails (if known) of all the respondents.

### Note for Capacity

Capacity could be leaseholder or landlord.

**3.5** Details of respondent's representative (if any)

First name

Last name

Company name

**3.6** Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

**3.7** DX number for correspondence (optional)

**3.8** Reference number for correspondence (optional)

**3.9** Contact details

Phone number

Mobile number

Email address

**Note 3.7**

Not all regional tribunal offices use the DX service. See Annex 2 for offices that have DX numbers.

## Section 4 – Landlord’s information

### 4.1 Is the landlord the same as the applicant?

Yes

No. **Provide the details.**

### 4.2 Details of landlord

First name

Last name

Company name (optional)

### 4.3 Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

### 4.4 Reference number for correspondence (optional)

### 4.5 Contact details

Phone number

Mobile number

Email address

#### 4.6 Details of landlord's representative

First name

Last name

Company name

#### 4.7 Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

#### 4.8 DX number for correspondence (optional)

#### 4.9 Reference number for correspondence (optional)

#### 4.10 Contact details

Phone number

Mobile number

Email address

#### **Note 4.8**

Not all regional tribunal offices use the DX service. See Annex 2 for offices that have DX numbers.

## **Section 5 – Any recognised tenants’ association (if known)**

### **5.1** Name of secretary

First name

Last name

### **5.2** Address

First line of address

Second line of address

Town or city

County (optional)

Postcode

### **5.3** Reference number for correspondence (optional)

### **5.4** Contact details

Phone number

Mobile number

Email address

## Section 6 – Details of dispensation

**6.1** Does the application concern qualifying works?

Yes. **Go to question 6.2.**

No

**6.2** Have the works started or been carried out?

Yes

No

**6.3** Does the application concern a qualifying long-term agreement?

Yes. **Go to question 6.4.**

No

**6.4** Has the agreement already been entered into?

Yes

No

### Note for Section 6

Applicants may seek a dispensation for all or any of the consultation requirements about qualifying works or long-term agreements.

**6.5** Use this page to give information about each of the qualifying works or qualifying long-term agreements. Use one sheet for each.

Describe the qualifying works or qualifying long-term agreement concerned. State 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.

**Note 6.5**

Give a brief outline of your case so that the tribunal understands what your application is about.

Indicate if any of the provisions of Sections 116 to 122 and Schedule 8 of the Building Safety Act 2022 are relevant to this application.

The tribunal may ask for further details or documents to support your case.

If you need to include more information, use a separate document or use **Annex 1**.

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

Explain why you seek dispensation for all or any of the consultation requirements

## Section 7 – Other applications

7.1 Do you know of any other cases involving:

related or similar issues about the management of this property

the same landlord or tenant as in this application

### Details

## Section 8 – Hearing

### Determine without a hearing (a paper determination)

It is possible for your application to be dealt with only on written representations and documents without anyone needing to attend in person. This is called a paper determination.

8.1 Do you think a paper determination is right for your case?

Yes

No

### Urgency of application

8.2 Is your case urgent?

No

Yes. **Explain why it is urgent.**

### Note 8.1

Even if you have asked for a paper determination the tribunal may decide that a hearing is necessary.

You'll need to pay an additional fee of £227 if a hearing date is set.

### Note 8.2

Cases are dealt with as either fast or standard track, the tribunal will decide which:

**Fast track** - this is for simple cases that will not create a lot of paperwork or argument. Fast track cases are usually heard within 10 weeks of application.

**Standard track** - this is for more complicated cases with numerous issues to be decided, or where there is lots of paperwork involved. Standard track cases are usually heard within 20 weeks of application.

## Availability

**8.3** Are there any days when you or any expert or witness you are using cannot attend?

Yes. Please list them in the box below.

No

Dates on which you or they **will not be** available in the next 4 months

## Support during your hearing

**8.4** Do you, or anyone attending with you, need any adjustments?

Yes. Please list them in the box below.

No

### Note 8.4

Some people need support to access information and use our services, for example:

- documents in alternative formats, colours and fonts
- help with communication, sight, hearing, speaking, interpretation or translation
- access and mobility support if a hearing takes place in person

This form gets copied to other parties, so use a separate document if you do not want to disclose anything.

## Section 9 – Statement of truth

I believe that the facts stated in this form and any continuation pages are true.

**Signature**



**Date**

Day      Month      Year

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**Full name**

## Section 10 – Additional information

If you have not completed all sections of this form please tell us in the box below which sections have not been completed and why.

## Application fee

### What you need to pay

The application fee is **£114**

### How to pay the fee

#### I have not included payment because

I have applied for help with fees online and my reference number is

H	W	F							
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I am applying for help with fees, see attached form EX160 'Apply for help with fees'

Other – please explain why

#### I want to pay by online banking

Email me details on how to pay. My email address is

I enclose a cheque or postal order made payable to HMCTS

#### Fee account details – for use by legal professionals

Your account number

P	B	A							
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Your reference (if applicable)

#### Note for application fee

**You'll need to pay an additional fee of £227 when the hearing date is set.**

You may be able to get help paying fees if you only have a small amount in savings, receive certain benefits or are on a low income.

See [www.gov.uk/get-help-with-court-fees](http://www.gov.uk/get-help-with-court-fees)

for more information.

#### Note for online banking

The tribunal will send you a reference number so you can make a payment online.

## Checklist

I enclose the contact details for tenants that pay a service charge

I have completed the application fee section

### List of documents that need to be included with the application:

a copy of a sample lease

Unless you complete all sections and provide all documentation, the tribunal **cannot** progress your application.

## Contact details

Email your application to the relevant regional tribunal office address shown in the Annex 2 to this form.

If you cannot email you can send the application by post.

# Annex 1

Use this page to give information about each of the qualifying works or qualifying long-term agreements. Use one sheet for each.

Describe the qualifying works or qualifying long-term agreement concerned. State 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

## Note for Annex 1

Give a brief outline of your case so that the tribunal understands what your application is about.

Indicate if any of the provisions of Sections 116 to 122 and Schedule 8 of the Building Safety Act 2022 are relevant to this application.

The tribunal may ask for further details or documents to support your case.

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

Explain why you seek dispensation of all or any for the consultation requirements

## Annex 2

### List of addresses of tribunal regional offices

#### Northern region

**Address:**

HM Courts and 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](mailto: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 and 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.

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#### Midland region

**Address:**

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

**For use by legal professionals:**

DX 360601 Birmingham 5

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto: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

### Address:

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

### For use by legal professionals:

DX 97650 Cambridge 3

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

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**This office covers the following metropolitan districts:** 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

### Address:

HM Courts and 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](mailto:RPSouthern@justice.gov.uk)

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### 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

## London region

### Address:

HM Courts and Tribunals Service  
First-tier Tribunal (Property Chamber)  
Residential Property  
10 Alfred Place  
London WC1E 7LR

### For use by legal professionals:

DX 134205 Tottenham Court Road 2

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

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**This office covers all the London boroughs.**

For information on how HM Courts and Tribunals Service process and store your data visit:  
[www.gov.uk/hmcts/privacy-policy](http://www.gov.uk/hmcts/privacy-policy)

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

**Case No:**

**BETWEEN**

**ORBIT GROUP LIMITED**

**Applicant**

**-and-**

**THE RESIDENTS  
SET OUT AT SCHEDULE 1**

**OF VARIOUS PROPERTIES  
SET OUT AT SCHEDULE 1**

**Respondents**

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**STATEMENT OF CASE  
ON BEHALF OF THE APPLICANT**

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**On behalf of Orbit Group Limited**

**Solicitors acting: Shakespeare Martineau LLP**

**Address for service of documents: Shakespeare Martineau  
Waterfront House, Waterfront Plaza, 35 Station Street, Nottingham, NG2 3DQ**

**Name and Address of Respondents: See Schedule 1**

**Properties: See Schedule 1**

**Role of Applicant – Landlord**

## INTRODUCTION

1. This is an application for dispensation from consultation requirements.
2. The Applicant is a registered provider of social housing, which owns and manages a growing portfolio of over 46,000 affordable and social rent homes and support over 100,000 customers in differing stages of life, from those seeking their first home to customers looking for enhanced supported living.
3. The Respondents are liable to pay a variable service charge pursuant to either a rental or leasehold agreement. A sample of some the agreements are attached at **Appendix 1**. The type of agreement upon which each Respondent Resident resides is marked at **Schedule 1**.
4. The Applicant is concerned about the increased costs of living are putting enormous pressure on Orbit customer's household budgets. The Applicant is also aware that the uncertainty caused by not knowing how these issues may affect customers from year to year can be of concern.
5. The Applicant has worked to ensure they get the best rates possible when purchasing gas and electricity at each individual scheme, with a view that this will lead to savings which the Applicant will be able to pass directly to its customers.
6. Currently, the Applicant purchases electricity and/or gas on behalf of customers in some of its schemes and these charges are passed onto customers via the service charge. Often this relates to gas and electricity used in the communal spaces, referred to as a communal utility charge in the service charge statements passed onto customers. Sometimes this can also include utilities consumed within customers' homes, known as personal utility charges.
7. The Applicant combines all of the electricity and gas consumed across Orbit's schemes into one contract for each fuel type. Doing this means the Applicant increases its buying power and get better value for money than purchasing energy for individual addresses. The Applicant purchases these contracts every 12 months, meaning the Applicant is not required to consult with customers.

8. However, the Applicant is aware it is currently possible to get cheaper utility rates if a longer contract is negotiated – such as a two-year fixed deal. Section 20 legislation does require us to consult with customers before entering longer-term contracts, which will be addressed later in this Statement of Case.
9. The Applicant agrees and understands the importance of consulting with customers, especially when it comes to making long-term decisions about financial issues on behalf of its customers. However, the problem in these particular circumstances is when utility prices change, the Applicant needs to act quickly to secure better prices as quotations received are typically only held for a number of hours.
10. Being required to carry out a Section 20 consultation over 30 days and more means the Applicant can't act quick enough to secure the better utility prices when they become available. Being bound by these rules means the Applicant is restricted to only buying gas and electricity one year at a time in advance. These shorter-term contracts are the least competitive and ultimately mean the Applicant's customers do not get the best deal for their gas and electricity. It also means less price certainty for customers as the rates change yearly.
11. The Applicant therefore invites the Tribunal to give it dispensation, as far as necessary, from the consultation requirements in respect of the gas and electric contracts.
12. For the avoidance of doubt, the Applicant is not seeking any determination in respect of the reasonableness or recoverability of the sums themselves. It would be a matter for one or more of the Respondents to bring such an application.
13. This Statement of Case will be split into the following sections:
  - a. The Legal Framework of the Consultation Requirements;
  - b. The Consultation Steps taken by the Applicant;
  - c. The Law on Dispensation;
  - d. The Applicant's Submissions on Dispensation.

## **A.THE LEGAL FRAMEWORK OF THE CONSULTATION REQUIREMENTS**

14. References below to “LTA 85” are to the Landlord and Tenant Act 1985. References to “the Regulations” are to the Service Charges (Consultation Requirements) (England) Regulations 2003/1987.

15. Pursuant to s20ZA(2) LTA 85:

*“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.*

16. By way of s20(1) LTA 85:

*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 on appeal from) the appropriate tribunal.*

17. By Reg 4(1) of the Regulations:

*Section 20 shall apply to a qualifying long term agreement if 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.*

18. By Reg 5(2) of the Regulations:

*Where public notice is required to be given of the relevant matters to which a qualifying long term agreement relates, the consultation requirements for the purposes of sections 20 and 20ZA, as regards the agreement, are the requirements specified in Schedule 2.*

19. It is accepted that the above provisions apply to the QLTA. The combined effect is that the Applicant must comply with the consultation requirements at Schedule 2 of the Regulations.

#### STAGE 1 – NOTICE OF INTENTION

20. Para 1 of Sch 2 of the Regulations sets out the requirement for the first step, which is the Notice of Intention as follows:

*(1) The landlord shall give notice in writing of his intention to enter into the agreement—*

*(a) to each tenant; and*

*(b) where a recognised tenants' association represents some or all of the tenants, to the association.*

*(2) The notice shall—*

*(a) describe, in general terms, the relevant matters or specify the place and hours at which a description of the relevant matters may be inspected;*

*(b) state the landlord's reasons for considering it necessary to enter into the agreement;*

*(c) where the relevant matters consist of or include qualifying works, state the landlord's reasons for considering it necessary to carry out those works;*

*(d) state that the reason why the landlord is not inviting recipients of the notice to nominate persons from whom he should try to obtain an estimate for the relevant matters is that public notice of the relevant matters is to be given;*

*(e) invite the making, in writing, of observations in relation to the relevant matters; and*

*(f) specify—*

*(i) the address to which such observations may be sent;*

*(ii) that they must be delivered within the relevant period; and*

*(iii) the date on which the relevant period ends*

21. The reference above to “relevant period” is to a period of 30 days, starting with the date the notice was served (Reg 2(1)).

22. The landlord is required to have regard to any observations received during the relevant period (Sch 2 Para 3).

## STAGE 2 – THE PROPOSAL

23. Following the Notice of Intention, the landlord must prepare a proposal in accordance with Sch 2 Para 4 [“the Notice of Proposal”]. This is as follows:

*(1) The landlord shall prepare, in accordance with the following provisions of this paragraph, a proposal in respect of the proposed agreement.*

*(2) The proposal shall contain a statement–*

*(a) of the name and address of every party to the proposed agreement (other than the landlord); and*

*(b) of any connection (apart from the proposed agreement) between the landlord and any other party.*

*(3) For the purpose of sub-paragraph (2)(b), it shall be assumed that there is a connection between the landlord and a party–*

*... (omitted as irrelevant)*

*(4) Where, as regards each tenant's unit of occupation, it is reasonably practicable for the landlord to estimate the relevant contribution to be incurred by the tenant attributable to the relevant matters to which the proposed agreement relates, the proposal shall contain a statement of that contribution.*

*(5) Where–*

*(a) it is not reasonably practicable for the landlord to make the estimate mentioned in sub-paragraph (4); and*

*(b) it is reasonably practicable for the landlord to estimate, as regards the building or other premises to which the proposed agreement relates, the total amount of his*

*expenditure under the proposed agreement, the proposal shall contain a statement of the amount of that estimated expenditure.*

*(6) Where—*

*(a) it is not reasonably practicable for the landlord to make the estimate mentioned in sub-paragraph (4) or (5)(b); and*

*(b) it is reasonably practicable for the landlord to ascertain the current unit cost or hourly or daily rate applicable to the relevant matters to which the proposed agreement relates, the proposal shall contain a statement of that cost or rate.*

*(7) Where it is not reasonably practicable for the landlord to make the estimate mentioned in sub-paragraph (6)(b), the proposal shall contain a statement of the reasons why he cannot comply and the date by which he expects to be able to provide an estimate, cost or rate.*

*(8) Where the relevant matters comprise or include the proposed appointment by the landlord of an agent ... (omitted as irrelevant)*

*(9) Each proposal shall contain a statement of the intended duration of the proposed agreement.*

*(10) Where the landlord has received observations to which (in accordance with paragraph 3) he is required to have regard, the proposal shall contain a statement summarising the observations and setting out the landlord's response to them.*

24. The Notice of Proposal must be given to the leaseholders (Sch 2 Para 5). It must include the Proposal itself, or specify where the Proposal can be inspected.

25. The Notice of Proposal must also invite written observations in respect of the Proposal from the leaseholders, with such observations to be sent within 30 days of the date of the Notice of Proposal (Sch 2 para 5(2)(b)).

26. The landlord must have regard to any such observations (Sch 2 para 6). The landlord must then provide a response to the person making the proposal within 21 days (Sch 2 para 7).

### STAGE 3 – NOTICE OF WORKS

27. Once the primary consultation process above is complete, an abbreviated consultation process must be carried out in respect of any qualifying works being performed under the agreement. This process is set out at Para 1 Sch 3 of the Regulations [“the Notice of Works”], as follows:

*(1) The landlord shall give notice in writing of his intention to carry out qualifying works–*

*(a) to each tenant; and*

*(b) where a recognised tenants' association represents some or all of the tenants, to the association.*

*(2) The notice shall–*

*(a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;*

*(b) state the landlord's reasons for considering it necessary to carry out the proposed works;*

*(c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;*

*(d) invite the making, in writing, of observations in relation to the proposed works or the landlord's estimated expenditure;*

*(e) specify– (i) the address to which such observations may be sent; (ii) that they must be delivered within the relevant period; and (iii) the date on which the relevant period ends.*

28. The landlord must have regard to any observations sent in response to the Notice of Works (Sch 3 Para 3). The landlord must provide a response to any such observations within 21 days (Sch 3 Para 4).

## **B.THE CONSULTATION STEPS TAKEN BY THE APPLICANT**

29. The Applicant wrote to the Respondents on 22/23 May 2025 explaining the current process in which it purchases gas and electric and then the proposal of how the Applicant proposes to purchase gas and electric going forwards. This letter also included a Question-and-Answer Sheet. A copy of the letter and Question-and-Answer sheet are attached to this Statement of Case at Appendix 2.
30. The letter invited Respondents to complete a short survey so they could share their views in respect of the Applicant's proposal.
31. In addition to the survey, the letter also included contact details for the Applicant's Energy Team should any Respondent wish to discuss further.

## **C.THE LAW ON DISPENSATION**

32. Pursuant to s20ZA(1) LTA 85:

*(1)Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.*

33. The jurisdiction to grant dispensation was interpreted by the Supreme Court in *Daejan v Benson* [2013] UKSC 14 as follows:

*44. 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 [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.*

*45. Thus, 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): in such a case the tenants would be in precisely the position that the legislation intended them to be—ie as if the requirements had been complied with.*

*46. I do not accept the view that a dispensation should be refused in such a case solely because the landlord seriously breached, or departed from, the requirements. That view could only be justified on the grounds that adherence to the requirements was an end in itself, or that the dispensing jurisdiction was a punitive or exemplary exercise. The requirements are a means to an end, not an end in themselves...*

...  
*52 As already indicated, I do not agree with the courts below in so far as they support the proposition that sections 20 and 20ZA were included for the purpose of “transparency and accountability”, if by that it is intended to add anything to the two purposes identified in section 19(1)(a)(b). ... I consider that there are no grounds for treating the obligations in sections 20 and 20ZA as doing any more than providing practical support for the two purposes identified in section 19(1). The sections are not concerned with public law issues or public duties, so there is no justification for treating consultation or transparency as appropriate ends in themselves.*

34. The effect of *Daejan v Benson* therefore is that:

- a. The purpose of the consultation requirements is ultimately to ensure that residents do not pay unreasonable sums, or for unreasonable quality of works (para 44);

- b. Whilst the legal burden rests on the Applicant to make the dispensation application, the factual burden will lie on individual Respondents to identify any prejudice caused by the breaches (para 67);
- c. Whether a breach of the requirements is serious or trivial is only relevant insofar as it causes more or less prejudice to the Respondent (para 46);
- d. Respondents, who should have had the benefit of consultation, will be treated sympathetically by the Tribunal (para 67);
- e. The residents have been deprived of responding to a consultation. They will accordingly be treated sympathetically by the Tribunal (para 67). However is therefore incumbent on them, in any response to a dispensation application, to set out what they would have said (para 69);
- f. Whilst the Tribunal should not accept any prejudice, no matter how farfetched, if some legitimate prejudice is demonstrated by the residents, it will fall to the Applicant to rebut it (para 68)
- g. The Tribunal is empowered to grant dispensation on conditions. The simplest example would arise where residents can demonstrate that, if they had been consulted, they could have found a cheaper quote for the works. The natural condition of granting dispensation would be that the landlord cannot recover the difference between the residents' quote and the actual costs (Para 57).

#### **D.THE APPLICANT'S SUBMISSIONS**

35. The legal burden is on the Applicant to bring this application, and so it seeks to establish a prima facie case that dispensation is appropriate. It submits as follows

- a. It would be impossible for the Applicant to comply with the consultation requirements in full for this type of agreement due to the pricing changing on an hourly basis and any quote will have therefore changed by the time the Applicant had consulted.
- b. The Respondents are likely to benefit from a significant saving if the Applicant is able to enter into a contract for gas and electric for a period spanning over 1 year.
- c. The Respondents have been invited to make observations in respect of the Applicant's proposal in their letter dated 22/23 May 2025. Annexed to this Statement of Case and marked Appendix 3 is a copy of the survey results obtained following the letter sent which demonstrates general support for this Application.
- d. It remained and remains open to residents to make observations in respect of the QLTA;

36. If any of the Respondents object to this application, the Applicant will provide a detailed response in respect of any prejudice a Respondent can demonstrate.

37. If the Tribunal takes the view that any Respondent has suffered material prejudice because of any breaches, that prejudice can be addressed by way of conditions attached to any dispensation granted.

## **CONCLUSION**

38. The Tribunal is invited to grant dispensation in respect of the QLTA, on any conditions it deems fit.

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

**Case No:**

**BETWEEN**

**ORBIT GROUP LIMITED**

**Applicant**

**-and-**

**-and-**

**THE RESIDENTS  
SET OUT AT SCHEDULE 1**

**OF VARIOUS PROPERTIES  
SET OUT AT SCHEDULE 1**

**Respondents**

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**SCHEDULE 1  
TO APPLICANT'S STATEMENT OF CASE**

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

**Case No:**

**BETWEEN**

**ORBIT GROUP LIMITED**

**Applicant**

**-and-**

**THE RESIDENTS  
SET OUT AT SCHEDULE 1**

**OF VARIOUS PROPERTIES  
SET OUT AT SCHEDULE 1**

**Respondents**

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**APPENDIX 1  
TO APPLICANT'S STATEMENT OF CASE**

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

**Case No:**

**BETWEEN**

**ORBIT GROUP LIMITED**

**Applicant**

**-and-**

**THE RESIDENTS  
SET OUT AT SCHEDULE 1**

**OF VARIOUS PROPERTIES  
SET OUT AT SCHEDULE 1**

**Respondents**

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**APPENDIX 2  
TO APPLICANT'S STATEMENT OF CASE**

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**Date:** dd/mm/yyyy

**Name.**

Address Line1.  
Address Line2.  
Address Line3.  
Address Line4.  
Address Line5.

**Orbit**

PO Box 6406  
Coventry  
CV3 9NB

**Web:**

[orbitcustomerhub.org.uk](http://orbitcustomerhub.org.uk)

Dear <customer name>,

## We are working to get the best rates on your gas and electricity contracts

We know that current world issues and the increased cost of living are putting enormous pressure on people's household budgets. We also understand that the uncertainty caused by not knowing how these issues may affect you from year to year can be very worrying.

We want to let you know about some important work we are doing to try to ensure we get the best rates possible when we buy gas and electricity at your scheme. We hope that this will lead to savings which we will be able to pass directly to you.

### The current process

We purchase electricity and/or gas on behalf of customers in some of our schemes and these charges are passed onto customers via the service charge. Often this relates to gas and electricity used in the communal spaces, referred to as a communal utility charge. Sometimes this can also include utilities consumed within customers' homes, known as personal utility charges.

We combine all of the electricity and gas consumed across Orbit's schemes into one contract for each fuel type. Doing this means we increase our buying power and get better value for money than purchasing energy for individual addresses. We then buy these contracts every 12 months. Section 20 legislation says buying energy on short-term contracts does not require us to consult with customers.

However, we know it's currently possible to get cheaper utility rates if a longer contract is negotiated – such as a two-year fixed deal. Section 20 legislation does require us to consult with customers before entering longer-term contracts. This would involve us carrying out two periods of 30-day consultation with our customers on the prices of gas and electricity before we enter into a contract with a supplier.

We agree that consultation is important, especially when it comes to making long-term decisions about financial issues on behalf of our customers. However, the problem with this is when utility prices change, we need to act quickly to secure better prices as these are typically only held for a number of hours.

Being required to carry out a Section 20 consultation over 30 days means we can't be quick enough to secure the better utility prices when they become available. Being bound by these rules means we are restricted to only buying gas and electricity one year at a time in advance. These shorter-term contracts are the least competitive and ultimately mean you don't get the best deal for your gas and electricity. It also means less price certainty for you as the rates change yearly.

## What we would like to do to improve the situation for you

We would like to apply to the First Tier Property Tribunal for legal dispensation which would mean we would no longer be bound by the rules of Section 20 when agreeing new gas and electricity contracts. If we are granted dispensation, it would allow us to secure longer term deals for gas and electricity for you, which would give greater price stability and would mean better value for you.

We have shared our proposal with engaged customers.

John Bennett, said: "We have considered everything the team has presented to us and we do think that this is a good idea and I very much hope that customers will buy into this."

## What happens next

We want to make sure that you broadly support this plan before we apply to the Tribunal. In order to get an idea of your opinions, we're inviting you to complete a short survey so you can share your views with us.

You can use this QR code to access the page or find it here: [emea.dcv.ms/40aCRSF6yn](https://emea.dcv.ms/40aCRSF6yn)



The survey closes on Friday 20 June, and the results will help us understand if you have any worries or concerns about this course of action.

After we have processed your feedback, and addressed any questions or concerns, we will apply to the Tribunal. When this happens, you will receive a formal letter in the post letting you know that the application has been submitted.

## Answering any questions you may have

We want to be completely transparent about this process and make sure you understand and support this way forward. We know you will have questions, and we hope we can answer these in a clear and understandable way. We have attached a Q&A sheet with this letter, and this will be updated and available on (WHERE WILL WE HOST THE Q&A) throughout the process.

You can ask any questions through the survey, or alternatively you can contact the Energy Team directly by emailing [energyadvice@orbit.org.uk](mailto:energyadvice@orbit.org.uk)

Yours sincerely,

Daniel Welch  
Group Energy Manager



## Section 20 dispensation

### Customer Q&A

#### How much money will I save if Orbit achieves a Section 20 dispensation?

We can't guarantee that this process will save you money year on year, because it all depends on world utility prices at the time. We do know that the longer-term deals tend to offer the best value, so seeking the dispensation is about having the flexibility to be able to achieve the best deal on behalf of customers at the time of contract renewal.

##### As an example:

We asked suppliers to provide us with up-to date prices for gas and electricity in May. We requested prices for utilities from April 2026 until March 2028 and found that purchasing gas on a two-year contract was on average 3% cheaper than a one-year deal. In addition, electricity was between 1% and 3% cheaper on the two-year deal, depending on supplier.

Our energy broker (EIC) explained that longer-term deals have the potential to be cheaper, especially during periods of instability. Global conflicts, tariffs and political uncertainty all make short-term wholesale prices difficult for suppliers to estimate so they increase their prices to factor in this risk. These wholesale prices typically make up 40% of your bills. The other 60% consists of taxes and infrastructure charges. Longer-term contracts also protect you against any increases in these costs over the contract length, again saving you money.

#### What is an energy broker?

Orbit is responsible for over 1,800 separate electricity and gas meters across all its schemes. To manage these, we use an energy broker who is responsible for finding the most competitive utility rates on our behalf. They are also responsible for checking the utility bills are accurate and raising any disputes with the utility suppliers on our behalf. At the moment our energy broker can only purchase 12-month contracts and can't use their full expertise to get the best deal for us.

#### What happens if a short-term deal is better value?

We would only ever use the dispensation powers if it meant we could secure more favourable rates. We make decisions in the best interests of our customers and always seek the deal that offers the best value for money and the most stability at the time of renewal. If a 12-month contract was the cheapest and best value at that time, we would select it.

## **Why can't I have a direct account with a provider and pay my utility bills myself?**

While the exact set-up is different at every scheme, usually the communal electricity and gas charges relate to energy use in the communal spaces. As this needs to be fairly divided between all homes at a given scheme, we pay the utility bill and then charge all properties impacted in a fair way.

In some cases, we bill customers for the electricity or gas used in their home. This is because the scheme was built without individual metering connections for each home.

Whilst we cannot change the metering set-up, we can achieve a cheaper rate for customers by buying as a group, rather than as individual addresses. We bill you at the same rate and we don't take any cut or profit.

## **What are the rates for 2025-26?**

For any property with a gas supply the unit rate charged by our supplier is 4.7455p/kWh (excluding VAT) and applies to all gas consumed from 1 April 2025 until the 31 of March 2026.

As we aggregate the gas consumption from 90 of our schemes we are able to get favourable rates from utility companies. Our rates are 32% cheaper than the domestic price cap which is currently set at 6.99p/kWh (April – June 2025).

The electricity rates charged at each of our schemes vary by region and postcode. However, the average unit rate for the portfolio is 23.27p/kWh. This is 14% cheaper than the domestic price cap rate of 27.03p/kWh.

## **Why are gas and electricity prices so high?**

The UK is very dependent on natural gas for heating and electricity generation. Following Russia's invasion of Ukraine, gas supplies to Europe were severely disrupted, and this increased prices.

In the UK, a large portion of electricity is still generated using gas-fired power stations which is why the situation impacts both gas and electricity prices.

There are also additional costs because, between 2021 and 2022, over 30 energy suppliers went bust, mainly due to poor risk management and the unexpected spike in wholesale prices.

The costs of compensating affected customers and redistributing their accounts added pressure to the overall system.

## **What can I do if I am struggling with my bills?**

If you are having difficulty paying your energy bills there is help available. Our dedicated webpage is full of advice and support and can advise you on the steps best for you.

[www.orbitcustomerhub.org.uk/help-support/your-energy-our-support/](http://www.orbitcustomerhub.org.uk/help-support/your-energy-our-support/)

## **Why is Orbit only doing this now?**

Until relatively recently energy prices were much lower and made up a smaller part of your service charges. In addition, energy prices were less susceptible to sudden price rises. This meant there was less need, or benefit, to lock into longer-term contracts.

### **How can I have my say?**

We want to hear your views on our plan to seek Section 20 dispensation. You can complete our survey by Friday 20 June and one of our team will respond to any questions or concerns you raise.

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

**Case No:**

**BETWEEN**

**ORBIT GROUP LIMITED**

**Applicant**

**-and-**

**THE RESIDENTS  
SET OUT AT SCHEDULE 1**

**OF VARIOUS PROPERTIES  
SET OUT AT SCHEDULE 1**

**Respondents**

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**APPENDIX 3  
TO APPLICANT'S STATEMENT OF CASE**

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17/07/2025

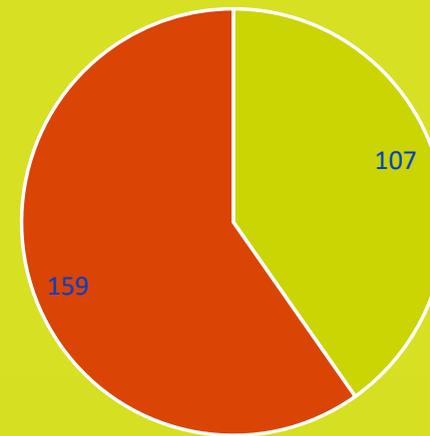


# Communal gas & electricity contracts section 20 consultation survey results



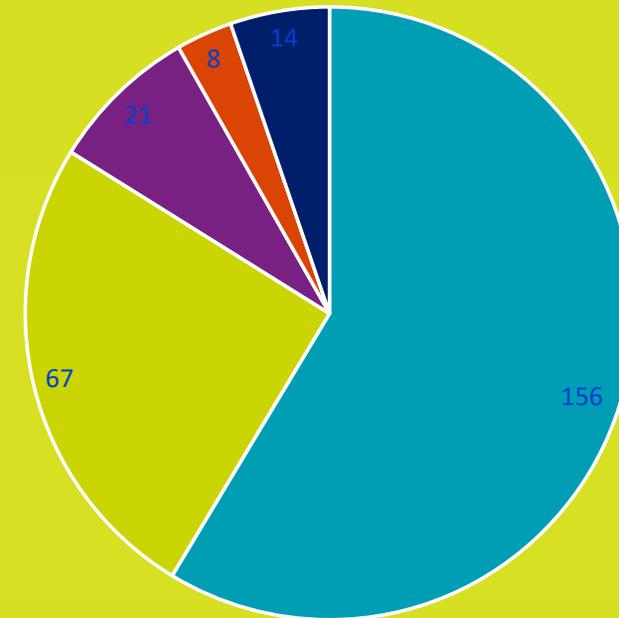
- 266 customers responded to the survey
- Of those, 107 were aware that communal gas and electricity contracts are renewed annually, with 159 not aware of this.

Before reading our letter, were you aware that communal gas and electricity contracts are renewed annually?



□ Yes □ No

How strongly do you agree with the following statement: "Orbit should be allowed to agree longer-term contracts if it helps secure better value for customers."



■ Strongly Agree ■ Agree ■ Neutral ■ Disagree ■ Strongly Disagree

- Most respondents strongly agreed with the statement that orbit should be allowed to agree longer term contracts if it helps secure better value for customers (59%)
- Only 14 (8%) of Responses disagreed with the statement to some extent.

- When asked On a scale of 1–10, how comfortable do you feel about Orbit applying for a Section 20 dispensation? Customers scored an average of 7.4 with 161 scoring 8-10
- 123 Participants wanted to be followed up with directly on the back of completing the survey





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

**Case Reference** : **BIR/00CN/LDC/2025/0028**

**Subject Properties** : **70 Holmes Close  
Norwich  
Norfolk NR7 9XN  
And other properties managed by the Applicant**

**Applicant** : **Orbit Group Limited**

**Representative** : **Shakespeare Martineau LLP**

**Respondents** : **Tenants of the subject properties**

**Type of Application** : **Application under section 20ZA of the  
Landlord and Tenant Act 1985 for  
dispensation of the consultation  
requirements in respect of a qualifying  
long term agreement**

**Tribunal Member** : **Deputy Regional Judge Nigel Gravells**

**Date of Decision** : **3 November 2025**

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**DIRECTIONS**

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## Background

1. Section 20 of the Landlord and Tenant Act 1985 ('the 1985 Act') (as amended by the Commonhold and Leasehold Reform Act 2002) and the Service Charges (Consultation Requirements) (England) Regulations 2003 set out the consultation procedure that a landlord must follow in respect of a 'qualifying long term agreement', defined in section 20ZA(2) of the 1985 Act as an 'agreement entered into, by or on behalf of a landlord ..., for a term of more than twelve months'. If a landlord fails to comply with the consultation requirements, there is a statutory maximum sum (£100.00) that a leaseholder has to pay by way of a contribution to the cost of the qualifying long term agreement in any one year. However, the landlord may apply to the First-tier Tribunal under section 20ZA of the 1985 Act for dispensation from the consultation requirements (including retrospective dispensation). If dispensation is granted, the statutory maximum contribution does not apply.
2. By application received by the Tribunal on 29 July 2025, the Applicant applied under section 20ZA for dispensation from the consultation requirements in respect of proposed agreements (for a term of more than twelve months) for the supply of gas and electricity to all its social housing schemes.
3. The Applicant states that its buying power enables it to get better rates from energy suppliers, leading to savings that can be passed directly to tenants. The Applicant currently concludes 12-month contracts but states that it is possible to secure cheaper rates if a longer contract is negotiated. However, the energy market is volatile and a purchaser such as the Applicant needs to act quickly to secure the most favourable rates. Quotations received from suppliers are typically held for very short periods, sometimes as short as a few hours. The delay inherent in full compliance with the statutory consultation requirements makes it impossible to act quickly to secure the better rates when they become available.
4. The Applicant wrote to the tenants on 22/23 May 2025 to explain the situation and to seek views.
5. By the present application the Applicants seeks a formal determination from the Tribunal that full compliance with the statutory consultation requirements is dispensed with.
6. **The only issue for the Tribunal to determine under this application is whether or not 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.**

## Directions

7. The Applicant must, **not later than 21 November 2025**, write to each of the Respondents by email, first class post or hand delivery –
  - a) informing them of the application to the Tribunal;
  - b) informing them that a copy of the application form and accompanying documents (with leaseholder personal details deleted) and a copy of these Directions will be available on the Applicant's website (providing the URL address);
  - c) informing them that, if they wish to receive hard copies of the application and accompanying documents and these Directions, they should write to the

- Applicant by **28 November 2025** and the Applicant will then provide hard copies (with leaseholder personal details deleted) by **5 December 2025**;
- d) informing them that any response to the application should be made by **19 December 2025** using the Reply Form attached to these Directions;
  - e) informing them that, as the application progresses, additional documents will be added to the Applicant's website, including the final decision of the Tribunal.
8. The Applicant must, **not later than 21 November 2025** –
- a) confirm to the Tribunal that paragraph 7 above has been complied with; and
  - b) provide to the Tribunal the names of any Respondents who have already notified the Applicant that they oppose the application for dispensation.
9. Any Respondent who opposes the application for dispensation must, **not later than 19 December 2025** –
- a) complete the attached Reply Form, and return it to the Tribunal (by email to [rpmidland@justice.gov.uk](mailto:rpmidland@justice.gov.uk)) and to the Applicant, indicating whether -
    - they consent to the application (i.e. agree to dispensation from full consultation), or
    - they oppose the application (in whole or in part) and the reasons why.
    - they wish the Tribunal to hold a hearing.
10. The Applicant must, **not later than 16 January 2026**, reply to any Respondent who opposes the application for dispensation, sending a copy of the response to the Respondent and to the Tribunal.
11. The Applicant must, **not later than 30 January 2026** –
- a) prepare an indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application (including copies of the application form and accompanying documents (with leaseholder personal details deleted), copies of these Directions and any further Directions issued by the Tribunal, copies of any replies from the Respondents and any other documents on which the Applicant relies;
  - b) upload a copy of the bundle to the Applicant's website;
  - c) provide each of the Respondents who has opposed the application for dispensation with a link to the uploaded bundle or with a hard copy of the bundle (if requested);
  - d) provide the Tribunal with a copy of the bundle;
  - e) provide the Tribunal only with a representative sample of the leases falling within this application;
  - f) provide the Tribunal with stamped addressed envelopes for all Respondents who have opposed the application for dispensation (with postage for a document of approximately 20 pages).

## **Hearing**

12. The Applicant has indicated that it would be content with a paper determination (a determination based on the written submissions made by the parties and without an oral hearing), which at this stage the Tribunal agrees would be appropriate. However, if any Respondent requires an oral hearing, they must advise the Tribunal when returning the reply form.

## **Important note**

13. In considering this matter, the Tribunal will have regard to the decision of the Supreme Court in *Daejan Investments Ltd v Benson and others* [2013] UKSC 14 and the guidance to the Tribunal - that in considering dispensation requests, it should focus on whether leaseholders (ie the Respondents in this matter) would be prejudiced by the lack of section 20 consultation. The parties are advised to address this in their statements. The Respondents are also reminded that this application does not concern the issue of whether any service charge costs will be reasonable or payable.

## **Decision**

14. The Tribunal will send a copy of its final Decision to the Applicant and every Respondent who has returned the Reply Form attached to these Directions.
15. In addition, the Applicant shall place a copy of the Tribunal's final Decision (including the statement of the parties' rights of appeal) on the Applicant's website within seven days of receipt and shall maintain it there for at least three months. The Applicant shall place a prominent link to the Decision on its home page.

3 November 2025

Professor Nigel Gravells  
Deputy Regional Judge

**REPLY FORM FOR RESPONDENTS**

**Case Reference:**

**BIR/00CN/LDC/2025/0028**

**Property:**

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**Please return this form to the Tribunal at the latest by 19 December 2025 by email (rpmidland@justice.gov.uk)**

**and send a copy to the Applicant at**

**Danielle Sodhi  
Shakespeare Martineau LLP  
Waterfront House  
Waterfront Plaza  
35 Station Street  
Nottingham NG2 3DQ**

**Email: MLSSocialHousing@shma.co.uk**

**Please tick one box only in each of section 1 and 2.**

	Yes
1. I/We support the application for dispensation from full consultation for the long term agreement	<input type="checkbox"/>
<b>OR</b> I/We do not support the application and object to dispensation being granted. My/Our statement of reasons is attached	<input type="checkbox"/>

	Yes
2. I/We agree that the Tribunal may decide the matter on the basis of written representations only (no hearing)	<input type="checkbox"/>
<b>OR</b> I/We wish the Tribunal to hold a hearing	<input type="checkbox"/>

**Date:** .....

**Print name:** .....

**Signed:** .....

**Postal communication address:** .....

.....

**Telephone number:** .....

**Email address:** .....

**Property owned (if different from above):**

.....

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

<b>Case Reference</b>	<b>:</b>	<b>BIR/00CN/LDC/2025/0028</b>
<b>Subject Properties</b>	<b>:</b>	<b>70 Holmes Close Norwich Norfolk NR7 9XN And other properties managed by the Applicant</b>
<b>Applicant</b>	<b>:</b>	<b>Orbit Group Limited</b>
<b>Representative</b>	<b>:</b>	<b>Shakespeare Martineau LLP</b>
<b>Respondents</b>	<b>:</b>	<b>Tenants of the subject properties</b>
<b>Type of Application</b>	<b>:</b>	<b>Application under section 20ZA of the Landlord and Tenant Act 1985 for dispensation of the consultation requirements in respect of a qualifying long term agreement</b>

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**APPLICANT’S REPLY TO OPPOSITIONS RECEIVED TO THE APPLICATION**  
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Introduction

1. This Reply To Oppositions Received To The Application has been prepared pursuant to Paragraph 10 of the Directions of Deputy Regional Judge Nigel Gravells dated 3 November 2025 (“the Directions”).

2. The Applicant will include copies of all formal replies received to this Application in the Bundle of Documents (“the Bundle”) which is to be prepared and submitted to the Tribunal by 30 January 2026 in accordance with the Directions.
3. The Applicant has also received a number of informal queries in relation to the Application. The Applicant has kept a log of the informal queries received and the responses provided by the Applicant. This log will be included in the Bundle.
4. The Applicant has considered the responses received in opposition to the Application and will say as follows:

#### Purpose of Application

5. The Applicant seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 solely to enable the procurement of longer-term gas and electricity contracts for communal and, in some cases, utilities consumed within customers’ homes, known as personal utility charges. This is to achieve cost stability and potential savings for customers in a volatile energy market.

#### Respondents’ Concerns Regarding Prejudice

6. The Applicant acknowledges the importance of consultation and the Tribunal’s focus on whether tenants will suffer relevant prejudice. However, the Applicant submits that: The proposed dispensation does not remove tenants’ rights to challenge the reasonableness of charges under Section 27A. The Applicant will continue to provide full transparency post-contract, including details of suppliers, tariffs, and contract terms. The Applicant

will act only where longer-term contracts demonstrably offer better value than annual agreements.

#### Market Volatility and Timing Constraints

7. Energy quotations are typically valid for only a few hours. A 30-day consultation period makes it practically impossible to secure advantageous rates when they arise. Without dispensation, the Applicant is restricted to short-term contracts, which are less competitive and create greater uncertainty for tenants.

#### Safeguards Offered

8. To address concerns, the Applicant proposes to provide annual disclosure of contract details and comparative data; exploration of break clauses where commercially feasible and continued engagement with residents through surveys and updates.

#### Respondents' Allegations of Past Conduct

9. The Applicant respectfully submits that historical disputes or Ombudsman findings do not alter the legal test under Section 20ZA, which is forward-looking and concerned with mitigating prejudice in the specific context of this application. The Applicant's objective is to secure better value for tenants, not to avoid scrutiny.

## Conclusion

10. The Applicant invites the Tribunal to grant dispensation, subject to any conditions it considers appropriate, so that the Applicant can act swiftly to secure competitive energy rates for the benefit of all affected customers.

## Statement of Truth

The Applicant believes that the facts stated in this Reply To Oppositions Received To The Application are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:



Name: Gary Ekpenyoung, Partner, Shakespeare Martineau LLP, Solicitors for the Applicant

Dated: 14 January 2026