



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

Case Reference : LON/00BF/HYI/2022/0002

Property : 9, Sutton Court Road, Sutton, Surrey
SM1 4FQ

Applicants : Arjun Batish and other leaseholders

Respondents : Inspired Sutton Limited (1)
Inspired Asset Management Limited (2)
Tommy Lyons and James Friis (3)

Type of application : Building Safety Act 2022 s.124

Tribunal Members : Judge Siobhan McGrath
Judge Timothy Powell

Date of Decision : 13 January 2023

FINAL DECISION

1. This is an application under section 124 of the Building Safety Act 2022 for a Remediation Contribution Order. There are 18 applicants who hold 15 long leases at 9 Sutton Court Road, Sutton SM1 4FQ (the property). In these proceedings the leaseholders were represented by Arjun Batish one of the leaseholders who owns Flat 79 at the property.
2. The application names three respondents: Firstly, Inspired Sutton Limited who are both the freeholder and developer of the building; secondly, Inspired Asset Management Limited, a company (once placed in administration and now in liquidation) which is described as the parent company to Inspired Sutton Limited; and finally James Friis and Tommy Lyons are named as the directors of Inspired Sutton

Limited, having been appointed by the then Administrators on 18th November 2019.

3. The total sum in respect of which an order is sought is £192,635.64 which is made up of individual contributions made, it is said, in respect of the remediation of relevant defects under the 15 separate leases.

The Building Safety Act 2022

4. The preamble to the Building Safety Act 2022 (the Act) states that it is “an Act to make provision about the safety of people in or about buildings and the standard of buildings...”. The main policy drivers for the legislation were the recommendations made by Dame Judith Hackitt following the Grenfell Tower fire in 2017.
5. Royal Assent for the Act was given at the end of April 2022 and the provisions with which this application are concerned were commenced on 28th June 2022. In this case we are concerned with sections 116 to 125 (in Part 5) and Schedule 8 to the Act. The explanatory notes to the Act, explain these provisions as follows:

“911. Sections 116 to 125 and Schedule 8 make provision about the remediation of certain defects in certain buildings. They are collectively referred to as the ‘leaseholder protections’, as they protect leaseholders in multi-occupied residential buildings from certain costs associated with remediating historical building safety defects.”

6. The leaseholder protections work in three main ways: Firstly, Schedule 8 makes provision to limit the amount of certain service charge costs payable by leaseholders for the remediation of relevant defects; secondly, and in anticipation of a reluctance on the part of some landlords to carry out remediation works where the costs would not be recoverable as service charges, provision is made for applications to be

made to the Tribunal for “remediation orders” where a requirement can be imposed on a relevant landlord to carry out remediation works; and, thirdly, provision is made for the Tribunal to make “remediation contribution orders” where a specified corporate body or partnership can be required to contribute to remediation costs which have already been incurred or will be incurred in the future.

7. This application for a remediation contribution order is made by the leaseholders on the basis that they have made service charge payments for the remediation of relevant defects and they seek to have those payments returned. They contend that those service charge costs fall within the limiting provisions of Schedule 8 and that it is just and equitable to make a remediation contribution order in their favour.
8. For the reasons set out below, the Tribunal agrees and makes remediation contribution orders against Inspired Sutton Limited in the total sum of £194,680.62 as set out in the schedule to this decision (the difference from the sum claimed in the application form being explained in the final paragraphs of this decision). By section 27 of the Tribunal Courts and Enforcement Act 2007, the orders are enforceable as if they were payable under an order of the court. The applications against Tommy Lyons and James Friis are dismissed. The second respondent has been removed as a party to the proceedings.

Factual Background

9. The property is a high-rise self-contained block of flats which was converted from office accommodation in about 2017. There is no dispute that this is a qualifying building within the meaning of Part 5 of the Act. In 2017 residential leases of the flats were granted for a term of 999 years.
10. The conversion and development were carried out by Inspired Sutton Limited who are also the freeholder landlords of the property. Inspired

Asset Management Limited (in liquidation) was a property investment business and was the holding company of a number of Special Purpose Vehicle subsidiaries (SPVs) which were incorporated to hold the various properties that it acquired. Inspired Sutton was one such SPV.

11. The purpose of Inspired Sutton as an SPV was to complete the development of Sutton Court and then to sell on the freehold. In about 2018, interest was expressed in acquiring the freehold by a pension company but as a result of a number of factors, including the proposals for legislative change following the Grenfell Tower fire, the sale did not go through.
12. The leaseholders and Inspired Sutton were aware that the materials used for the development and its design constituted a significant risk. Inspired Sutton therefore engaged architects and contractors to carry out remediation work.
13. On 27th September 2020, under the instruction of Mr Friis on behalf of Inspired Sutton Limited, the lessees were served with a consultation notice under section 20 of the Landlord and Tenant Act 1985. The description of the proposed works in the notices falls into three parts:
 - (a) The replacement of all unsafe ACM and HPL cladding together with replacement of render on part of the facades;
 - (b) All necessary rectification, replacement of any and all balconies that are now deemed unsafe or a fire safety hazard under current legislation;
 - (c) Repair to the communal heating system which is not relevant to this application and is not taken into account in the calculation of the remediation contribution order.
14. So far as the cladding replacement is concerned the notice stated:

“These works are currently proposed as being funded via a grant... (currently being assessed) provided by the Ministry of Housing, Communities and Local Government. Any works that are excluded from the grant will be funded under the agreement.”

15. The notice also expressed the view that “The cladding and balconies are now deemed unsafe under the current building and Fire Regulations and are required to be rectified or replaced.”
16. In a letter also dated 27th September 2020, Mr Friis gave a more comprehensive explanation of the reason for the section 20 notice and the application for funding. The letter sought to reassure the lessees about the safety of the building and finance for works but noted as follows in respect of the full grant application:

“This is the stage we are currently completing and requires Inspired Sutton to submit an agreed scope of work with the GLA (Greater London Authority). This has to be fully costed, together with any appointment letters for any specialists that are to be used during the remediation work. This includes the pre-planning and planning process of our local planning authority as well as the due diligence from the GLA to ensure that we are not being over charged or trying to include other works that are not directly concerned with the cladding.

It is this last reason that we have issued the section 20 Notification, because we may come across things that are not directly concerned with the cladding.”

17. On 3rd March 2021, Inspired Sutton gave the lessees notice under section 20 of the award of the contract in relation to the proposed works and informed them that remediation work had commenced in February 2021. The letter also enclosed individual invoices to the

lessees. By this stage the company had been notified that grant funding would be available for the cost of cladding replacement but not the cost of balcony replacement. The letter explained that this aspect of the funding decision was under appeal.

18. The letter also gave a breakdown of the costs as being £1,022,412.18 for cladding replacement together with a cost of £387,912.53 for the balconies. When overheads, professional fees, preliminaries, VAT and other costs were added the final estimated sum was for £3,716,593.68.
19. Finally, the letter also informed the lessees that Inspired Sutton were additionally pursuing a claim against ARJ Construction Limited who were involved in the original design and construction of 9 Sutton Court.
20. In the meantime, the London Borough of Sutton had decided to take enforcement action under Part 1 of the Housing Act 2004 against Inspired Sutton and on 9th November 2020 had served a comprehensive section 11 Improvement Notice citing numerous category 1 hazards including defects to the internal common parts which required urgent work. The balconies were described as follows:

“18. Balconies accessible from open plan living room/kitchen or bedrooms, were present to the north and south elevations from 1st to 11th floors (except for the 9th floor) and to the west elevation to the 10th and 11th floors. Balconies had composite decking to the floors, laid onto timber joists. Balconies were adjacent to areas of ACM cladding, HPL cladding and render. Balcony balustrades were constructed of metal frame with glass infill”

21. The second schedule to the improvement notice specified the works required to remove or reduce fire risk and included work to the balconies as follows:

“Remove and replace any combustible material used in the balcony construction, so that they do not assist fire spread on the external wall and to meet the intention of building regulation requirements. Replace any combustible material with one that is non-combustible.”

Statutory Provisions

Building Safety Act 2022

22. Section 124 of the Act provides as follows:

“124 Remediation contributions orders

- (1) The First-tier Tribunal may, on the application of an interested person, make a remediation contribution order in relation to a relevant building if it considers it just and equitable to do so.
- (2) “Remediation contribution order”, in relation to a relevant building, means an order requiring a specified body corporate or partnership to make payments to a specified person, for the purpose of meeting costs incurred or to be incurred in remedying relevant defects (or specified relevant defects) relating to the relevant building.
- (3) A body corporate or partnership may be specified only if it is
 - (a) a landlord under a lease of the relevant building or any part of it,
 - (b) a person who was such a landlord at the qualifying time,
 - (c) a developer in relation to the relevant building, or

(d) a person associated with a person within any of paragraphs (a) to (c).

(4) An order may –

(a) require the making of payments of a specified amount, or payments of a reasonable amount in respect of the remediation of specified relevant defects (or in respect of specified things done or to be done for the purpose of remedying relevant defects);

(b) require a payment to be made at a specified time or to be made on demand following the occurrence of a specified event.

(5) In this section –

.....

“developer”, in relation to a relevant building, means a person who undertook or commissioned the construction or conversion of the building (or part of the building) with a view to granting or disposing of interests in the building or parts of it;

“interested person”, in relation to a relevant building, means –

(a) the Secretary of State,

(b) the regulator (as defined by section 2),

(c) a local authority (as defined by section 30) for the area in which the relevant building is situated,

(d) a fire and rescue authority (as defined by section 30) for the area in which the relevant building is situated

(e) a person with a legal or equitable interest in the relevant building or any part of it, or

(f) any other person prescribed by regulations made by the Secretary of State;

“partnership” has the meaning given by section 121;

“relevant building”: see section 117;

“relevant defect”: see section 120;

“specified” means specified in the order.

.....”

23. For the purposes of sections 119 to 125 of the Act “relevant building” is defined in section 117 (so far as is material in this case) as a self-contained building, in England that contains at least two dwellings and is at least 11 metres high or has at least 5 storeys. A building is “self-contained” if it is structurally detached.
24. Section 120 defines “relevant defect” for the purposes of sections 122 to 125 and Schedule 8 to the Act as follows:

120 Meaning of “relevant defect”

.....

- (2) “Relevant defect”, in relation to a building, means a defect as regards the building that—
- (a) arises as a result of anything done (or not done), or anything used (or not used), in connection with relevant works; and
 - (b) causes a building safety risk.
- (3) In subsection (2) “relevant works” means any of the following—
- (a) works relating to the construction or conversion of the building, if the construction or conversion was completed in the relevant period;
 - (b) works undertaken or commissioned by or on behalf of a relevant landlord or management company, if the works were completed in the relevant period;

(c) works undertaken after the end of the relevant period to remedy a relevant defect (including a defect that is a relevant defect by virtue of this paragraph).

“The relevant period” here means the period of 30 years ending with the time this section comes into force.

(4) In subsection (2) the reference to anything done (or not done) in connection with relevant works includes anything done (or not done) in the provision of professional services in connection with such works.

(5) For the purposes of this section—

“building safety risk”, in relation to a building, means a risk to the safety of people in or about the building arising from—

(a) the spread of fire, or

(b) the collapse of the building or any part of it;

“conversion” means the conversion of the building for use (wholly or partly) for residential purposes;

“relevant landlord or management company” means a landlord under a lease of the building or any part of it or any person who is party to such a lease otherwise than as landlord or tenant.”

25. Section 122 of the Act makes provision about remediation costs and provides:

“122 Remediation costs under qualifying leases etc.

Schedule 8 –

(a) provides that certain service charge amounts relating to relevant defects in a relevant building are not payable, and

- (b) makes provision for the recovery of those amounts from persons who are landlords under leases of the building (or any part of it).”

26. Schedule 8 incorporates the definitions mentioned above and makes provision for other definitions including:

“relevant measure”, and in relation to a relevant defect, means the measure taken –

- (a) to remedy the relevant defect, or
- (b) for the purpose of
 - (i) preventing a relevant risk from materialising, or
 - (ii) reducing the severity of any incident resulting from a relevant risk materialising;

“relevant risk” here means a building safety risk that arises as a result of the relevant defect;

27. Schedule 8 also defines “qualifying lease” by reference to section 119, however the definition is not relevant in this particular case.

28. Paragraph 2 of Schedule 8 provides as follows:

“No service charge payable for defect for which landlord or associate responsible

- (1) This paragraph applies in relation to a lease of any premises in a relevant building.
- (2) No service charge is payable under the lease in respect of a relevant measure relating to a relevant defect if a relevant landlord –
 - (a) is responsible for the relevant defect, or
 - (b) is associated with a person responsible for a relevant defect.

(3) For the purposes of this paragraph a person is “responsible for” a relevant defect if –

(a) in the case of an initial defect, the person was, or was in a joint venture with, the developer or undertook or commissioned works relating to the defect;

(b) in any other case the person undertook or commissioned works relating to the defect.

(4) In this paragraph –

“developer” means a person who undertook or commissioned the construction or conversion of the building (or part of the building) with a view to granting or disposing of interests in the building or parts of it;

“initial defect” means a defect which is a relevant defect by virtue of section 120(3)(a);

“relevant landlord” means the landlord under the lease at the qualifying time or any superior landlord at that time.”

29. Paragraph 10 of Schedule 8 supplements paragraphs 2 to 4, 8 and 9, as follows:

“(1)

(2) Where a relevant paragraph provides that no service charge is payable under a lease in respect of a thing –

(a) no costs incurred or to be incurred in respect of that thing (or in respect of that thing and anything else) –

(i) are to be regarded for the purposes of the relevant provisions as relevant costs to be taken into account in determining the amount of a service charge under the lease, or

(ii) are to be met from a relevant reserve fund.

.....”

30. Those are the pertinent paragraphs of Schedule 8 in this case. For the sake of completeness, section 119 of the Act states that the “qualifying time” is the beginning of 14th February 2022.

Housing Act 2004

31. The Housing Act 2004 introduced a new scheme for the assessment of risk in residential buildings and for the enforcement of standards by local housing authorities. Risk is assessed by reference to a Housing Health and Safety Rating System. Enforcement Action is mandatory where the level of risk to health is high enough to be categorised as “category 1” and can include the service of an Improvement Notice under section 11 of the 2004 Act.

The Proceedings

32. The application was made to the Tribunal in August 2022 and was set down for a case management hearing on 6th October 2022. Prior to the CMH, the respondents were required to prepare and serve a brief position statement to include submissions on whether the building is a “relevant building” and whether the service charges specified in the application are costs or expenses in respect of a relevant measure relating to a relevant defect. The applicants were also invited to provide their own position statement.
33. The first respondent did not provide the Tribunal with a position statement but Mr J Friis attended the hearing. On behalf of the applicants Mr Batish had prepared a position statement where he provided an outline of the case for the leaseholders.

34. For the second respondent, Messrs Francis Wilks & Jones wrote to the Tribunal on 5th October 2022 on behalf of the joint liquidators of Inspired Asset Management Limited. In summary they stated that pursuant to section 130(2) of the Insolvency Act 1986, no action or proceedings could be commenced against the company or its property save with leave of the court, which had not been obtained. Additionally, they maintained that in any event, the company has no direct interest in the property aside from its shareholding in Inspired Sutton, is not a party to the leasehold agreements and should not be named as a respondent to the application. They asked that the company be removed from the Tribunal's records and should not be the subject of any relief ordered in the proceedings. Finally, they indicated that they would not attend the CMH.
35. At the October CMH, Mr Batish and Mr Friis gave quite detailed accounts of the history of the conversion of the building and the subsequent events leading to the application. However, Mr Friis made it clear that he had had no contact with his co-director with whom his relationship was less than good. The Tribunal decided that it should not proceed to give directions for the hearing of the case until it had more comprehensive statements of case from the parties. It therefore adjourned the CMH and imposed that requirement. The Directions Order included the following statements:

- “(b) 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”).
- (c) 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.”

36. A reconvened hearing was held on 19th December 2022. By that date Mr Batish had provided the Tribunal with a statement of case; however, Inspired Sutton had not. Therefore, in advance of the hearing, Mr Batish made an application that Inspired Sutton Limited be debarred from taking any further part in the proceedings. The Tribunal also received an application from Inspired Asset Management Limited that unless the applicants applied to the Companies Court within 21 days to lift the automatic stay against it pursuant to section 130(2) of the Insolvency Act 1986, then it should be removed as a party from the proceedings without further notice.
37. At the hearing in December 2022, Mr Batish appeared on behalf of the applicants and Mr Friis also attended. The second respondent was represented by Mr Ian Shipley of counsel.

The application to debar the First Respondent

38. Mr Friis told the Tribunal that although he was attending the hearing, he had no excuse for the failure to comply with the Tribunal's Directions. He added that he was also unaware of any defence to the applicants' claim for a remediation contribution order. He had attended out of respect to the Tribunal rather than to put a case forward for Inspired Sutton Limited. The Tribunal was grateful for his courtesy and his frank explanation. Accordingly, and in the absence of any submission to the contrary, the Tribunal acceded to Mr Batish's request and ordered that the First Respondent was barred from taking further part in the proceedings or any part of them in accordance with rule 9(3)(a) and 9(7)(a) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013.

The application to remove the Second Respondent

39. Mr Shipley made very clear submissions supported by a statement from Mr Michael Sanders who is one of the liquidators of Inspired Asset Management Limited and we were satisfied as follows:

- (a) There is an automatic stay in place against the Second Respondent;
- (b) It is arguable that the stay should extend to the proceedings as a whole, in summary because of the possible future prejudice to the holding company (see *Ince Gordon Dadds LLT v Tunstall* [2019] B.C.C. 1109).
- (c) The stay operates unless and until the Companies Court grant permission to proceed.

40. The Tribunal therefore made an order that unless the Applicants applied to the Companies Court to lift the automatic stay against the Second Respondent pursuant to section 130(2) on or before 9th January 2023, then Inspired Asset Management Limited would be removed as a party from these proceedings without further notice. On 22nd December 2022, Mr Batish notified the Tribunal that the applicants would not be seeking an order from the Companies Court and the applicants did not do so. Accordingly, the Second Respondent is removed as a party.

41. Mr Shipley sought an order for costs against the applicants, but the Tribunal rejected this request. In these proceedings the Tribunal's power to award costs is limited by rule 13 of the Tribunal's Procedural Rules to cases where a party has behaved unreasonably. We do not consider that the criteria for an award of costs is met in this case.

The position of Mr Lyons and Mr Friis as Third Respondents

42. Although the Tribunal had engagement with Mr Friis, it received no communication from Mr Lyons but, in any event, the Tribunal is satisfied that neither can properly be a respondent to an application for a remediation contribution order. Section 124(2) of the Act provides that "Remediation contribution order" means an order requiring a

specified body corporate or partnership to make payments to a specified person.

43. Mr Lyons and Mr Friis do not fall within this definition and therefore the application against them is dismissed.

The Reasons for making a remediation contribution order against Inspired Sutton Limited

44. At the hearing in December 2022, the Tribunal directed that the final determination would be made without the need for a hearing in accordance with regulation 31 of the Tribunal's procedural rules. The applicant did not seek an oral hearing.
45. Having considered the evidence and submissions in this case the Tribunal are satisfied that the conditions for the making of a remediation contribution order against Inspired Sutton Limited have been met. We deal with each of those conditions below.
46. By reference to section 124(2) and section 117 of the Act we find that 9 Sutton Court Road is a relevant building. It is structurally detached and has at least 5 storeys. We are also satisfied that the lessees are interested persons as they hold legal interests in 9 Sutton Court Road. Finally, we are satisfied that Inspired Sutton Limited is a relevant specified body corporate.
47. We find that the costs that the lessees seek to recover relate to "relevant defects". Those costs relate to the remediation of external defects (the section 11 works) and the balconies to the building which were assessed as part of the local authority HHSRS exercise as being one of the Category 1 Hazards where works were required to remove or reduce fire risk. We are satisfied that the external defects and balconies constituted a "building safety risk" within the meaning of section 120(5) as they constituted a risk to the safety of people in or about the building arising

from the spread of fire. We find that the remediation costs claimed were incurred in the remediation of the balconies.

48. We can only make a remediation contribution order if we consider it just and equitable to do so. We take the view that in order to satisfy the condition in this case we must be satisfied that the lessees paid for the cost of works which ought to have been met by Inspired Sutton Limited.
49. Paragraph 2 of Schedule 8 to the Act provides that no service charge is payable for defects for which the landlord is responsible. The paragraph applies in relation to a lease of any premises in a relevant building and has effect in respect of a relevant measure (i.e. the remediation works) if the landlord (or an associate) is responsible for the relevant defect.
50. Inspired Sutton Limited was the developer and the landlord under the lease at the qualifying time. Accordingly, by reference to paragraph 10 of Schedule 8, the costs are not to be regarded as relevant costs to be taken into account in calculating the amount of the service charge. The Tribunal are satisfied that there are no mitigations or other matters to be taken into account in the exercise of its discretion in this case. The Applicants are therefore entitled to a remediation contribution order in their favour.

Calculation of remediation contributions

51. In order to extrapolate the costs relating to the remediation of the balconies and the external works the following methodology was applied: the Section 20 notice given in 2021 gave a total building safety remediation amount of £3,716,593.68, with the works to the heating amounting to £143,323.77. Therefore, the claim by each Applicant is 96.144% of the amounts paid. When the appropriate percentage is applied to the service charge costs relevant to each of the Applicants'

leases, the result is as set out in the Total Column of the schedule attached to this decision.

52. Each applicant has provided the Tribunal with the relevant invoices and proof of payment of the amounts claimed. The totals in the schedule deviate slightly from the amounts claimed in the application form, but we are satisfied on the evidence that the amounts are correct and we therefore make a remediation contribution order for the amounts set out in the schedule to this decision.

Judge Siobhan McGrath

Judge Timothy Powell

13 January 2023

Schedule to Final Decision

Setting out the Amounts for which a Remediation Contribution Order is made

9, Sutton Court Road, Sutton, Surrey SM1 4FQ

Flat	Current Leaseholder	Service Charge %	S20 Actually paid	S20 Relating to Fire Safety	S11 Fire Safety	Total	Total Section 11	S20 Total Bill	
1	Eleanor Howe	1.0080%	£ 7,044.36	£ 6,772.71	£ 531.56	£ 7,304.27	52,734.00	3,716,593.66	
6	Kwok Chun Cheung and Chundi Lue	1.4950%	£ 17,084.20	£ 16,425.38	£ 788.37	£ 17,213.75		Boiler Bill	143,323.77
7	Denise Russel	1.0080%	£ 5,018.96	£ 4,825.41	£ 531.56	£ 5,356.97		Fire safety	3,573,269.91
14	Alexis Joey Kau and Jennifer Ma	1.7230%	£ 19,689.54	£ 18,930.25	£ 908.61	£ 19,838.86		Fire safety %	96%
17	Mitch Fry	1.0080%	£ 11,518.98	£ 11,074.77	£ 531.56	£ 11,606.33			
18	David and Denise Gardner	1.0080%	£ 11,518.98	£ 11,074.77	£ 531.56	£ 11,606.33			
23	Elizabeth Barker	1.0080%	£ 11,336.03	£ 10,898.88	£ 531.56	£ 11,430.44			
35	Ananthi Sivaraman	1.0400%	£ 11,884.58	£ 11,426.27	£ 548.43	£ 11,974.71			
45	Eleanor Barnes	1.1050%	£ 12,627.47	£ 12,140.51	£ 582.71	£ 12,723.22			
53	Sophie White	1.1050%	£ 12,627.47	£ 12,140.51	£ 582.71	£ 12,723.22			
60	James Cobley	1.1050%	£ 12,627.47	£ 12,140.51	£ 582.71	£ 12,723.22			
70	Richard Harris	2.0810%	£ 23,780.66	£ 22,863.60	£ 1,097.39	£ 23,961.00			
71	Lauren O'Brien	1.3330%	£ 5,000.00	£ 4,807.18	£ 702.94	£ 5,510.13			
72	Thomas Harrison	1.0400%	£ 11,884.58	£ 11,426.27	£ 548.43	£ 11,974.71			
79	Arjun Batish	1.9180%	£ 18,432.86	£ 17,722.03	£ 1,011.44	£ 18,733.47			
Total		19%		£ 184,669.07	£ 10,011.55	£ 194,680.62			



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

Case Reference : LON/00BF/HYI/2022/0002

Property : 9, Sutton Court Road, Sutton, Surrey
SM1 4FQ

Applicants : Arjun Batish and other leaseholders

Respondents : Inspired Sutton Limited (1)
Inspired Asset Management Limited (2)
Tommy Lyons and James Friis (3)

Type of application : Building Safety Act 2022 s.124

Tribunal Members : Judge Siobhan McGrath
Judge Timothy Powell

Date of Decision : 13 January 2023

ORDER

Upon considering the applications, evidence and submission in this matter

And upon considering the provisions of the Building Safety Act 2022

And for the reasons set out in its decision of 13 January 2023, the Tribunal orders that:

1. The second respondent is removed as a party to the proceedings;
2. The application against the third respondents is dismissed;
3. The first respondent must pay remediation contributions in the sums set out in the Schedule to this order to the specified applicants within 14 day hereof;
4. This order is enforceable under section 27 of the Tribunal Courts and Enforcement Act 2017 as if the sums were payable under an order of the court.

Judge Siobhan McGrath

13 January 2023

Schedule to the Order
Setting out the Amounts for which a Remediation Contribution
Order is made

9, Sutton Court Road, Sutton, Surrey SM1 4FQ

LON/00BF/HYI/2022/0002

Flat	Current leaseholder	Amount £
1	Eleanor Howe	7,304.27
6	Kwok Chun Cheung and Chunni Lue	17,213.75
7	Denise Russell	5,356.97
14	Alexis Joey Kau and Jennifer Ma	19,838.86
17	Mitchell Fry	11,606.33
18	David and Denise Gardner	11,606.33
23	Elizabeth Barker	11,430.44
35	Ananthie Sivaraman	11,974.71
45	Eleanor Barnes	12,723.22
53	Sophie White	12,723.22
60	James Cobby	12,723.22
70	Richard Harris	23,961.00
71	Lauren O'Brien	5,510.13
72	Thomas Harrison	11,974.71
79	Arjun Batish	18,733.47
	Total	194,680.62