FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BA/HYI/2023/0017**
Property	:	**Spur House, 1 Milner Road, London, SW19 3BS**
Applicants	:	**(1) Jeremy John Wyatt (Flat 13)** **(2) Baljit Kaur Wyatt (Flat 13)** **(3) Ita Mary Shaughnessy (Flat 1)** **(4) Simon Thomas Thexton (Flat 4)** **(5) Jan Paul Jones (Flat 20)** **(6) Nicola Michelle Fleming (Flat 25)** **(7) Ian Robert Fleming (Flat 25)** **(8) Charles Henry Moore (Flat 34)** **(9) Elizabeth Rose Dell Moore (Flat 34)**
Representative	:	**Ms Brooke Lyne, counsel, instructed by Gardner Leader LLP**
Respondent	:	**WN Enterprises Limited (freeholder)**
Representative	:	**Mr Haddad of Nockolds Solicitors**
Type of application	:	**For a remediation order under section 123 of the Building Safety Act 2022**
Tribunal	:	**Mrs Helen Bowers MRICS MSc BSc** **Mr Andrew Thomas MRICS MBA MIFireE** **Mr Stephen Mason BSc FRICS**
Date of Decision	:	**2 April 2024**

DECISION

Numbers in square brackets [Pxx] refer to the hearing bundle provided by the Applicant.

Summary of the Tribunal's Decisions:

A. The Tribunal makes a remediation order in respect of Spur House, 1, Milner Road, London, SW19 3BS in the terms of the Order that accompanies this decision.

B. The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 that the landlord's cost of these proceedings may not be passed on to non-qualifying leaseholders through the service charge (the qualifying leaseholders being protected against payment of any costs by reason of paragraph 9 of Schedule 8 to the Building Safety Act 2022).

Introduction:

1. This is an application for a remediation order under section 123 of the Building Safety Act 2022 ("the BSA") in respect of the development at Spur House, 1 Milner Road, London, SW19 3BS (the "Building"/Spur House). The application was dated on 20 July 2023 and was received on the same date. The Building, constructed in 2016, is a mixed use, 9 storey building containing 39 residential flats. The long leaseholders of six flats are the Applicants in this case. The Respondent is the freeholder, WN Enterprises Limited. The Respondent was responsible for the re-development of the Building in 2016.

2. Part 5 of the BSA deals with "Other Provision about Safety, Standards etc" and, within Part 5, sections 116 to 125 deal with the "Remediation of certain defects". Schedule 8 of the BSA is concerned with "Remediation costs under Qualifying Leases etc" and contains leaseholder protections in respect of service charge costs arising from certain remediation works.

3. Section 123 of the BSA provides for applications to be made to the Tribunal for a Remediation Order in respect of relevant defects in a relevant building. Section 120 contains definitions and defines a "relevant defect" by reference to a "building safety risk". The relevant provisions are set out in full later in this decision.

4. Spur House was previously an office block that was converted to provide the 39 flats with the commercial gym area on the ground floor. The conversion took place in 2016 and at that time five additional stories were added, and the floor areas were extended beyond the original concrete construction. It is a nine-storey building. There is agreement between the parties that the building is taller than 18 metres and is recorded in a FRAEW Report carried out by MAF Associates in December 2021 that the building height is 27.8 metres with the building fire safety height being 24.6 metres.

5. The application form identified two defects. The first is the insulation defect arising from the external wall insulation system, Stotherm Vario

External Wall Insulation System, that is said not to have been installed in accordance with the manufacturer's requirements. The second defect is the Balcony Defect. The balconies are of timber construction containing combustible timber decking, timber edge protection/barriers (in whole or in part) and timber privacy screens.

Preliminary Directions:

6. The Tribunal's preliminary Directions required the Respondent to prepare a Position Statement in advance of the CMH by 21 August 2024. The Applicants were invited to make a response to that Position Statement. The Position Statement was not provided as required and the Applicants initially made an application on 24 August 2023 for the Respondent to be debarred.

7. The Respondent explained that the delay to the Position Statement was due to annual leave on the part of the Respondent and the Respondent's consultants the deadline was missed. The Position Statement was provided on 1 September 2023. The Respondent apologised for the delay and asked the Tribunal to dismiss the Applicants' application to debar.

8. The application to debar was to be considered at the CMH. However, at that time the Applicants indicated that they did not wish to pursue the application.

Case Management Hearing and Directions:

9. The initial CMH took place on 11 September 2023. Following the CMH Directions [B173] were issued that listed the case for a final hearing on 27 and 28 February 2024. The Directions set out the steps and timetable for the parties to prepare for the final hearing. This included the provision for a Single Joint Expert [SJE], whereby the Respondents were to provide a list of three suitable experts by 18 September 2023 and for the Applicants to indicate their selection of the three. If no SJE could be agreed, there were provisions for expert evidence form each side.

The Statutory Provisions:

10. The relevant statutory provisions are set out below:

Building Safety Act 2022

11. Section 123 of the Act provides:

> **123 Remediation orders**
>
> (1) The Secretary of State may by regulations make provision for and in connection with remediation orders.

(2) A "remediation order" is an order, made by the First-tier Tribunal on the application of an interested person, requiring a relevant landlord to remedy specified relevant defects in a specified relevant building by a specified time.

(3) In this section "relevant landlord", in relation to a relevant defect in a relevant building, means a landlord under a lease of the building or any part of it who is required, under the lease or by virtue of an enactment, to repair or maintain anything relating to the relevant defect.

(4) In subsection (3) the reference to a landlord under a lease includes any person who is party to the lease otherwise than as landlord or tenant.

(5) In this section "interested person", in relation to a relevant building, means—

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

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

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

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

(e) any other person prescribed by the regulations.

(6) In this section "specified" means specified in the order.

(7) A decision of the First-tier Tribunal or Upper Tribunal made under or in connection with this section (other than one ordering the payment of a sum) is enforceable with the permission of the county court in the same way as an order of that court.

12. 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 five storeys. A building is "self-contained" if it is structurally detached.

13. 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."

14. As the Respondent was the developer of the subject Building, the definition of associated person at Section 121 it is not reproduced here.

15. 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)."

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

> "… "relevant measure", 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…"

17. Schedule 8 also defines "qualifying lease" by reference to section 119, however the definition is not relevant in relation to the making of a remediation order.

18. 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."

19. Paragraph 8 of Schedule 8 provides as follows:

"No service charge payable for cladding remediation

(1) No service charge is payable under a qualifying lease in respect of cladding remediation.

(2) In this paragraph "cladding remediation" means the removal or replacement of any part of a cladding system that—

(a) forms the outer wall of an external wall system, and

(b) is unsafe."

20. Paragraph 9 of Schedule 8 provides as follows:

"No service charge payable for legal or professional services relating to liability for relevant defects

(1) No service charge is payable under a qualifying lease in respect of legal or other professional services relating to the liability (or potential liability) of any person incurred as a result of a relevant defect.

(2) In this paragraph the reference to services includes services provided in connection with—

(a) obtaining legal advice,

(b) any proceedings before a court or tribunal,

(c) arbitration, or

(d) mediation."

21. 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.
>
> [...]"

22. 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.

Inspection:

23. Given the level of settlement between the parties the Tribunal has not inspected the Building. The Tribunal has relied upon the details set out in the various reports about the nature and issue relating to the Building.

The Hearing:

24. The hearing commenced at 10:00 am on 27 February 2024. In attendance was Ms Lyne as counsel for the Applicants, with her instructing solicitor, Mr Tigwell of Gardner Leader LLP. Mr Haddad of Nockolds Solitors attended for the Respondent. Also, in attendance were several of the Applicants, namely Mr Wyatt of Flat 13; Ms Shaughnessy (Flat 1); Mr Thexton of (Flat 4) and Mrs Fleming (Flat 25).

Background:

25. Although the parties presented the Tribunal with the terms of an agreed Remediation Order, they both requested that these reasons set out the background to the case.

26. It has been explained that a Fire Risk Assessment of the External Walls (FRAEW) was carried out by MAF Associates [MAF] on behalf of Warwick Estates the property manager of Spur House on 14 December 2021 [P15]. This report identified, amongst other matters, issues in respect of the external wall insulation, as it was stated it had not been installed in accordance with the manufacturer's requirement and the combustible timber balconies require replacement with non-

combustible alternatives.

27. On 28 October 2022 the Applicants wrote to the Respondent seeking the Respondent's acknowledgement of liability for the fire safety defects and for each of the fire safety defects to be remedied [P461]. In an email response on 22 November 2022 [P469] the Respondent stated that they were not in agreement that the external render system was a fire risk and referred to the certification that had been provided to MAF [142] and that there had been correspondence with MAF regarding the timber decking and it was agreed that to the balconies were satisfactory subject to the application of fire protection paint.

28. On 6 February 2023 the Applicants sought confirmation from the Respondent that they would remedy the defects in respect of the timber balconies and the fire safety defects so that Spur House could obtain an A1 EWS1 fire safety rating [P470]. In response on 28 February 2023 the Respondent indicated that the specification/design of the non-combustible material and treatment of existing materials in respect of the balconies is being worked upon and the work would be undertaken within a few months. However, the Respondent re-stated its position that the external wall system had been installed in compliance with BBA agreement certificate 95/3132 for the Stotherm Vario system and the works were approved and signed off by Building Control and the warranty company [472].

29. On 3 March 2023 the Applicants wrote to the Respondent suggesting a way to proceed and resolve the dispute was to obtain a new fire safety assessment of Spur House [P473]. On 10 March 2023 the Respondent indicated that it would carry out all necessary works at their cost, if any works are agreed between the Respondent's' fire consultant and MAF. It is accepted that some external wall intrusion would be necessary [P475]. The Applicants requested copies of the Respondent's communications with MAF.

30. Bruton Safety Solutions Limited wrote on 21 March 2023 to introduce itself as the provider of fire safety consultancy services to the Respondent and that all the leaseholders' concerns will be addressed in the following four to six weeks [P478]. The Applicants were copied into a letter sent by the Respondent to MAF on 23 March 2023 stating that the MAF findings were at variance with the findings of the Respondent's design team and their contractors [P480].

31. There is chain of correspondence from late March to July 2023 between the Applicants, the Respondent, Warwick Estates and MAF, seeking to progress a solution to the issues [P481-519]. It's the Applicants' position that as no progress was being made in resolving this problem the application to the Tribunal was made on 20 July 2023.

32. The Tribunal's preliminary Directions required the Respondent to prepare a Position Statement in advance of the CMH by 21 August 2024. The Position Statement was not made on time and the Applicants

initially made an application for the Respondent to be debarred on 24 August 2023.

33. The Respondent explained that the delay to the Position Statement was due to annual leave on the part of the Respondent and the Respondent's consultants the deadline was missed. The Position Statement was provided on 1 September 2023. The Respondent apologised for the delay and asked the Tribunal to dismiss the Applicants' application to debar.

34. The application to debar was to be considered at the CMH. However, at that time the Applicants indicated that they did not wish to pursue the application.

35. It was the Respondent's position that the Applicants' statement that the Respondent has not co-operated and that emails have been ignored or evaded is incorrect and disingenuous. The Respondent sets out that between September 2021 and August 2023, it was in regular correspondence with Warwick Estates and MAF. It was also in correspondence with their building control inspector, architect, Sto (the manufacturer or the insulation system), Merton Council, the Greater London Authority and Applicants' legal representative. Extracts of correspondence have been provided.

36. The findings of the Respondent's design team were at variance with those of MAF, so the Respondent has tried to resolve matters with MAF since March 2023. MAF had indicated that they were inundated with enquiries, but requested further information or photographs, the majority of which had already been provided. As at September 2023, there had been no joint inspection with MAF, but that was not due to any fault of the Respondent. MAF refused to accept the findings of the Respondent. As at September 2023, the Respondent did not accept the works identified by MAF were necessary and that even if the works were required, they would amount to no more than the installation of intumescent barriers to the insulation and/or the application of intumescent paint to the balconies that would costs in the region of £10,000. It was considered that the application for a Remediation Order was unnecessary, oppressive and disproportionate.

37. In the Position Statement the Respondent accepted that Spur House is a 'relevant building'; that the Applicants' leases are 'Qualifying leases'; that the Respondent is a 'Relevant landlord' and that the Applicants are 'relevant tenants'. Whilst it is accepted that the Respondent as the 'relevant landlord' would be responsible for the works that fall under the definition of section 120, it is denied that the works are relevant defects.

38. However, the Respondent denies that the works set out in the MAF report of December 2021 are defects. It is stated that the insulation has been installed in accordance with the manufacturer's recommendations with all the necessary fire stopping and makes reference to a compliance report dated 25 May 2016 [P142]. It is also stated that the wood used in the balconies of sufficient density as not to be a fire risk and therefore

there is no relevant defect to the balconies.

39. It was the Respondent's position that the failure of MAF to accept the Respondent's findings and/or to engage in a dialogue/site inspection had resulted in the Respondent incurring unnecessary expense in engaging with the Remediation Order application. The Respondent has never indicated an unwillingness to pay if any works were necessary and had written to the Applicants' solicitor stating that they would undertake all necessary works at their costs once those works had been agreed. At that time the Respondent was proposing a postponement of the CMH so that the Respondent could meet and agree matters with MAF.

40. After the CMH the issues that remained in dispute were whether there were any relevant defects, whether a Remediation Order should be made and if so, the terms of the Remediation Order.

41. There was considerable correspondence between the parties regarding the appointment of a SJE. However, agreement was reached that Mr Shaun Harris would be appointed as a SJE. The Respondent indicated that it would not file its own expert report save in the event of manifest error [P542].

42. Mr Harris' report was provided on 19 January 2024 [P184]. It concluded that there were defects and it is stated at paragraph 5.8 "*My investigations have evidenced that effective compartmentation to the external wall has not been achieved. As a result there exists an overt risk of rapid and uncontrollable fire spread across the rendered façade and the further development of secondary fires. In my opinion this represents an intolerable risk and an adequate standard of fire safety has not been achieved*." The conclusions are set out in section 6 of the report are that "*a new external wall system would be required to satisfy the current Building Regulations and to achieve an adequate standard of fire safety*." In respect of the balconies there is a further email from Mr S Harris on 19 January 2024, in which he confirms that the balconies will also need attention and that the scope of that work would be for the removal and replacement of the combustible elements. He also estimates that the works could be concluded by December 2025 [P229].

43. It is submitted that despite the agreement in respect of the SJE, the Respondent refused to accept the findings and opinions of Mr Harris. In a letter to Mr Harris dated 8 February 2024, the Respondent indicated that it had instructed Mr Jack Bruton of Bruton Safety Solutions Limited to prepare a report and the report was sent to Mr Harris. The letter asked Mr Harris to confirm whether he agrees to the proposals set out in Mr Bruton's report. There was no application for permission for the Respondent to file the Bruton report, nor had the Respondent indicated that there was a manifest error in Mr Harris' report. In preparing for the substantive hearing the Applicants are unaware of the Respondent's position in respect of the expert evidence and the application as a whole.

Determination and Reasons:

44. At the hearing the parties indicated that in general the terms of the Remediation Order had been agreed. A draft Remediation Order was presented, that in Schedule 2 set out the scope of the Works to remediate the relevant defects.

45. The Respondent initially indicated that the only matter of dispute for the Tribunal was the commencement date for the remedial works to the balconies, which was to be 1 June 2024, whilst the Respondent preferred a commencement date of 1 August 2024. However, the parties subsequently agreed that the start date would be 1 August 2024. The Tribunal also explored with the parties the date for the planned completion of the works, namely 31 December 2025. Both parties indicated that they were confident with the timescales agreed and that it should remain as the date for completion and that there was a mechanism within the agreed Remediation Order if there issues subsequently arose regarding the scope of the Works and the completion date.

46. The Tribunal raised a number of points regarding the format of the Remediation Order. In particular, the Tribunal was concerned that as originally drafted the Remediation Order, should not include a term for Harris Associates to approve and supervise the Works, as it was considered that this went beyond the matters to be included in the Remediation Order. It was agreed that the correct approach was such an agreed term could be included in the recital to the Order. It is appreciated that with the landscape for the building control has changed significantly for buildings over 18 m. As such there will be a need to involve the Building Safety Regulator. With that in mind and the potential fire safety implications it was agreed that the Remediation Order should be amended to include both the Building Safety Regulator and the London Fire Brigade in respect of the making of the Order and the subsequent compliance with the Order. Amendments to the agreed draft Order to reflect these points have been made.

47. It was indicated that the Applicants may make a Rule 13 application for costs under the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Procedure Rules 2013. If such an application is made, then the Tribunal will consider that application and what Directions may be appropriate.

The Remediation Order:

48. The Tribunal's Remediation Order accompanies this decision. The Tribunal retains jurisdiction for so long as the relevant defects remain at the Spur House and there is a possibility of a variation of the Remediation Order, either as to scope or as to timing.

Section 20C Order:

49. The Applicants applied for an order under section 20C of the Landlord and Tenant Act 1985, which, if made, would prevent the landlord passing any of its costs relating to the proceedings through the service charge.

50. The parties agreed that the costs incurred by the Respondent in respect of the application should not be regarded as relevant costs' pursuant to section 20C of the Landlord and Tenant Act 1985. Such terms were initially set out in the agreed Remediation Order. However following a discussion with the Tribunal, it was agreed that it was inappropriate to include any section 20C Order in the Remediation Order. It is more appropriate that the agreement is recorded and the Tribunal makes the following Order:

    a. Pursuant to s.20C Landlord and Tenant Act 1985 the costs incurred by the Respondent in respect of this action are not to be regarded as relevant costs for the purposes of service charges payable by any of the Applicants.

    b. Within 28 days of this order, the Applicants' solicitors shall provide a copy of this order to the other leaseholders who are not parties to this application and that letter should remind them of their right to apply for an order under s.20C, Landlord and Tenant Act 1985 if so advised.

Tribunal: Mrs Helen Bowers, Mr Thomas and Mr Mason **Date:** 2 April 2024

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

LON/00BA/HYI/2023/0017

IN THE MATTER THE BUILDING SAFETY ACT 2022

AND IN THE MATTER OF SPUR HOUSE, 1 MILNER ROAD, WIMBLEDON, LONDON SW19 3BS

B E T W E E N:

JEREMY JOHN WYATT
BALJIT KAUR WYATT
(and the others named in the annexed Schedule 1)
Applicants

-AND

WN ENTERPRISES LIMITED
Respondent

REMEDIATION ORDER

UPON Harris Associates producing a report dated 19 January 2024 (and supplemented by replies to questions raised by the parties) which identifies relevant defects within Spur House, 1 Milner Road, Wimbledon, London SW19 3BS

AND UPON the Tribunal being satisfied that the relevant provisions of the Building Safety Act 2022 are made out such that a Remediation Order may be made

AND UPON the parties agreeing that Harris Associates shall approve and supervise the Works, as set out in Schedule 2 of the following Remediation Order

AND UPON [the parties agreeing the terms of this Remediation Order]

THE TRIBUNAL ORDERS THAT:

1. WN Enterprises Limited (the relevant landlord) shall remedy the relevant defects specified by and in accordance with the attached Schedule 2 (**"Works"**) in Spur House, 1 Milner Road, Wimbledon, London SW19 3BS by the time specified in paragraph 3 below.

2. WN Enterprises Limited shall commence the Works no later than 1 August 2024.

3. WN Enterprises Limited shall complete the Works no later than 31 December 2025.

4. The parties have permission to apply in relation to paragraphs 1, 2, 3 and the attached Schedule 2. In particular, WN Enterprises Limited has permission to apply:

    a. to be permitted to undertake different Works to those specified in this Order, if it is revealed by investigation and analysis by Harris Associates that reasonable alternative works will remedy the relevant defects; and

    b. to extend the time for compliance with this Order

5. Any such application must be made using the Tribunal's Form "Order 1". The application must be supported by detailed evidence explaining the reason for the application and a proposed draft order setting out the variation sought. There is permission to the parties to rely on relevant expert evidence in support of the application. The application must also include a realistic time estimate for the application to be heard.

6. WN Enterprises Limited must notify the Tribunal, the Applicants, Merton Council, the Building Safety Regulator, the Greater London Authority and the London Fire Brigade that it has complied with this Order, within one month of the certified date of practical completion of the Works.

7. By section 123(7) of the Building Safety Act 2022, this Order is enforceable with the permission of the county court in the same was as an order of that court.

8. WN Enterprises Limited shall, within 14 days of the date of this order, serve a copy on Merton Council, the Building Safety Regulator, the Greater London Authority and the London Fire Brigade.

Tribunal: Mrs H Bowers MRICS
Mr S Mason
Mr A Thomas

Date: 2 April 2024

SCHEDULE 1

The Applicants named in the application are:

1. Jeremy John Wyatt and Baljit Kaur Wyatt of Flat 13, Spur House, 1 Milner Road, Wimbledon SW19 3BS

2. Ita Mary Shaughnessy of 12a Cannon Hill Lane, London SW20 9EP as owners of Flat 1, Spur House, 1 Milner Road, Wimbledon SW19 3BS

3. Simon Thomas Thexton of Flat 4, Spur House, 1 Milner Road, Wimbledon SW19 3BS

4. Jan Paul Jones of Flat 20, Spur House, 1 Milner Road, Wimbledon SW19 3BS

5. Nicola Michelle Fleming and Ian Robert Fleming of 31 Cliveden Road, Wimbledon SW19 3RD as owner of Flat 25, Spur House, 1 Milner Road, Wimbledon SW19 3BS

6. Charles Henry Moore and Elizabeth Rose Dell Moore of Langdale, Petworth Road, Godalming, Surrey GU8 5SW as owners of Flat 34, Spur House, 1 Milner Road, Wimbledon SW19 3BS

SCHEDULE 2

Schedule of Specified Relevant Defects and Works Required to Remedy Them

By 31 December 2025, WN Enterprises Limited is required to remedy the relevant defects in Spur House, 1 Milner Road, Wimbledon, London SW19 3BS as specified below:

1. Install new external wall system to Spur House to be compliant with Building Regulations in force at the time of installation.

2. Removal and replacement of combustible elements of the balconies at Spur House (including but not limited to the horizontal decking surface and vertical cheeks/walls where present).

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.
The application for permission to appeal must arrive at the regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).