



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

Case Reference : **MAN/oocy/HYI/2023/0010**

Building : **Millroyd Mill
Huddersfield Road
Brighouse
West Yorkshire
HD6 1PB**

Applicants : **(1) Mrs Sandra Sollitt
(2) Mr Alex Pickford
(3) Mr Richard & Mrs Diane Armitage
(4) Ms Glenda Deadman
(5) Ms Joanne Hart
(6) Ms Vickey Riley**

Representative : **Mr M Sollitt**

Respondent : **Millroyd Island Management Co Ltd**

Representative : **Mr A Pratt, Counsel**

Type of Application : **Remediation Order – s123 of the Building Safety Act 2022**

Tribunal : **Regional Surveyor N Walsh FRICS
Mr A Gee RIBA**

Date of Decision : **4 November 2024**

DECISION

DECISION

The application is granted. Accordingly, the Tribunal makes the accompanying Remediation Order pursuant to section 123 of the Building Safety Act 2022.

REASONS

INTRODUCTION

1. These proceedings concern the remediation of serious fire safety defects at Millroyd Mill, an 8-storey residential building in Brighouse, West Yorkshire (“the Building”). The Respondent landlord has commenced and is in the early stages of the process of remedying these defects through the Government’s Cladding Safety Scheme. The Tribunal is being asked to determine whether or not the Respondent landlord, and leaseholder controlled management company, should now be ordered to remedy the relevant defects?
2. This is the question posed by the Applicants’ application to the Tribunal under Part 5 of the Building Safety Act 2022 (“the BSA”). The BSA was Parliament’s legislative response to the Grenfell Tower tragedy, and provisions in Part 5 of the Act, relating to building remediation and leaseholder protections, came into force in late June 2022. These provisions include the power for the Tribunal to make remediation order (under section 123). The Applicants in these proceedings seek such an order.
3. We have decided to grant the application and to make a remediation order. In the paragraphs which follow, we describe the background to this matter; explain the effect of relevant provisions in the BSA; and set out our reasons for making this order. The order itself is made separately and accompanies this decision.

APPLICATIONS AND HEARING

4. On 3 August 2023, the Tribunal received an application from the lead Applicant, Mrs Sollitt, under section 123 of the BSA for a remediation order. The additional co-applicants were joined by Order of the Tribunal on 20 March 2024. A list of the leaseholder Applicants and the apartments in their ownership is set out in the Annex hereto.
5. The Respondent holds a headlease for the Building dated 28 April 2004 for a term of 999 years from 1 July 2003. The Respondent is the Applicants’ immediate landlord, having granted underleases to the long leaseholders of the apartments. The Respondent landlord management company is owned and controlled by the long leaseholder apartment owners by virtue of that fact that each long leaseholder holds an equal

share in the company, as determined by the number of apartments in their ownership.

6. The final hearing of the application took place in Manchester on 17 October. The Applicants were represented by Mr Sollitt, Mrs Sollitt's husband. The Respondent was represented by Mr Pratt of Counsel. Although that hearing had been listed for two days, in the event it took just one day to complete. This was possible because there is agreement between the parties about the nature and extent of the defects to the Building which need to be remedied and about the works which are required to do that. Consequently, the Tribunal was not asked to consider expert witness evidence or to determine disputed questions of fact. Instead, with the aid of helpful witness evidence about the Building's history and the Respondent's current plans and timings for further works, the hearing largely comprised of submissions as to whether or not the order in question should be made and if so upon what terms.
7. The Tribunal heard formal witness evidence from Mrs Sollitt, the lead Applicant, and Mr Fowler, the managing agent. The discussion at the hearing was facilitated by reference to various documents in an agreed bundle containing written representations and relevant documentary evidence, including technical reports about the Building's defects.
8. The Tribunal is grateful to Mr Pratt for his skeleton arguments which helpfully outlined that by the hearing date the issues in dispute had narrowed somewhat. The Tribunal was also presented with a supplementary witness statement together with enclosures from Mr Fowler, which we understand was submitted a day or two before the hearing but was only presented to the panel on the morning of the hearing. On reviewing the supplementary witness statement and upon receiving no objections from the Applicants' representative, the Tribunal admitted it. Mr Fowler's supplementary statement provided a helpful update as to the current estimated timetable for the works and an explanation of the recent delays encountered because of the difficulties in securing Building Regulator approval. The Tribunal consider this information to be very pertinent to the determination in hand and was satisfied that Mr and Mrs Sollitt had had sufficient time to consider and comment on same.
9. The Tribunal did not inspect the Building (although photographic evidence was included within the report referred to below and considered). Judgment was reserved.

FACTUAL BACKGROUND

10. A PAS:9980 Fire Risk Appraisal of External Walls Report ("FRAEW") was produced for Millroyd Mill last year (PAS:9980 being a code of practice which sets out a method for competent professionals to conduct such risk appraisals for existing multi-storey, multi-occupied residential

buildings). The report being commissioned by Watsons, the former managing agents, on behalf of the Respondent landlord. That report (dated 23 March 2023, and prepared by Richard Coggon BSc (Hons) MIFire, a fire engineer with BEFS Ltd Fire Solutions) contains the following general description of the Building, which it is convenient to reproduce here in full:

“Millroyd Mill is a general needs residential development, taking the form of a renovated existing former wool mill building, overlooking the canal in Brighouse. The existing 19th Century mill was converted and extended to include an additional floor between 2003 and 2005 and has a total of eight storeys with a height of 29.5 metres from the lowest ground floor level to the floor height of the topmost occupied finished floor (7th floor).

The building is provided with a small basement level, which is currently disused and kept locked shut. The ground floor of the building comprises a gym, swimming pool, and changing facilities to the West, along with an entrance foyer, plant rooms and residential apartments to the East. The upper floors (1st to 7th) predominantly consist of apartments.

The building is more than 1 metre from relevant boundaries on all elevations. There is a large secure residential carpark to the South and West of the site. The building contains a total of 136 apartments from ground up to the 7th floor. The building is predominantly of a traditional stonework and iron or steel frame construction with timber floors. The external walls of the building are predominantly solid masonry stonework up to and including the 6th floor, with brickwork and render also present on the West elevation only. The 7th floor is an extension to the original building and is provided with a mixture of glazed curtain walling along with a small area of corrugated steel cladding on the West elevation only. The inner leaf of the existing building is solid masonry stone/brickwork. The windows and doors are double glazed units with aluminium frames. Compartmentation between apartments appears to be 60 minutes fire resisting based on visual inspections.

Attachment type balconies are present on floors 1st to 6th of all elevations of the building, with the exception of the West elevation. The balconies comprise of a steel frame construction with a timber decking floor, and a steel balustrade with a glazed infill to the front and timber infill to the sides. The balconies are vertically stacked up to six levels. The top floor has terrace balconies on the North, East and South elevations of the building. The terrace balconies are set back from the external walls of the floors below, and forms part of the building structure. The terrace balconies have a timber decking floor, timber side partitions and a balustrade that is constructed of solid masonry stone/brickwork, that has a feature timber cladding internal face. The roof of the building is flat and appears to be constructed from steel.”

11. Fire safety concerns in relation to the Building appear to have been first identified in November 2022 when a Fire Risk Assessment highlighted concerns in relation to the balconies. The subsequent FRAEW report assessed that the overall risk of fire spread associated with certain existing defects to the Building as “Medium (High)” (using the methodology outlined in PAS:9980). The defects arose because of the use of combustible materials in the construction of the balconies

attached to the elevations of the Building. The FRAEW recommended and stated that:

“the following measures are considered proportionate, and were recommended to be implemented to reduce the likelihood of fire spreading externally beyond the compartment of fire origin:

- the timber decking floor on all attachment type balconies should be removed and replaced with an alternative material that has a European fire classification of A2-s1, do or better such as steel or aluminium.

- the timber cladding on the balustrade side section of each attachment type balcony should be removed and replaced with an alternative material that has a European fire classification of A2-s1, do or better such as steel or aluminium. If there are cost issues then alternate vertically aligned attachment balconies can be remedied to create a firebreak.”

12. Initially in 2022 the cost of remediating the fire safety defects affecting the balconies was not eligible for funding under the Government’s Cladding Safety and the previous managing agents, Watsons, under the instructions of the Respondent appeared to have been exploring various options to fund the works required to the balconies. These included seeking funding from the original developer and potentially as a fall back from the leaseholders, having initiated a statutory consultation under section 20 of the Landlord and Tenant Act 1985.
13. We understand that at the AGM meeting of the Respondent company in 2023, the leaseholders voted to remove the existing directors, which included Mr Sollitt and some of the Applicants in these proceedings, and to replace them with a new board of directors and to appoint new managing agents. This led to a complete breakdown of trust and co-operation between the Applicants and the Respondent. The position has become increasingly acrimonious between the parties, having resulted in various satellite litigation and accusations of bad intent directed towards all parties.
14. The Respondent subsequently submitted an eligibility application to Homes England Cladding Safety Scheme, which has now been approved for grant funding. The Respondents confirm that grant funding will address the necessary work identified in FRAEW. Homes England have provided initial funding for surveys and to enable the appointment of the project and consultant team. We understand that these appointments have been made and the core project team has now been assembled.
15. We understand that the next steps are for the design and scope of the works to be specified to enable the building tender process to commence, leading to the formal appointment of a suitable building contractor for the works.

16. Mr Fowler's supplementary witness statement, together with an enclosed and corroborating e mail from Mr Oliver Straw MRICS of Gleeds Cost Management Limited, confirmed that the anticipated construction timescale for the work has now been extended from the end of June 2025 to the end of November 2025. The reason for this delay is because it will take longer than anticipated to secure Building Safety Regulator approval, a mandatory requirement before remedial work can be commenced.

RELEVANT PROVISIONS OF THE BSA

17. Part 5 of the BSA contains complex measures relating to remediation, building standards and redress. Sections 116 to 125 and Schedule 8 came into force on 28 June 2022, and are concerned with the remediation of "relevant defects" in "relevant buildings".
18. By section 117 of the BSA, "relevant building" means (for our purposes and subject to exceptions and further definitions which are not needed here) a self-contained building, or self-contained part of a building, in England that contains at least two dwellings and is at least 11 metres high or has at least five storeys.
19. Relevant defects are defined in section 120(2) as follows:

*"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."*
20. The expression "relevant works" is defined in section 120(3) and includes works relating to the construction or conversion of the building, provided it was completed in the "relevant period", being the period of 30 years ending with the commencement of the section (and therefore beginning on 29 June 1992 and ending on 28 June 2022). A "building safety risk" is defined in section 120(5) as, in relation to a building, a risk to the safety of people in or about the building arising from the spread of fire, or the collapse of the building or any part of it.
21. Section 123 of the BSA makes provision for remediation orders, requiring a "relevant landlord" to remedy specified relevant defects in a specified relevant building by a specified time.
22. For the purposes of section 123, "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 (section 123(3)). Remediation orders are in the nature of orders for specific performance of those obligations and, though the orders are

made by the Tribunal, they are enforceable through the County Court (section 123(7)).

23. Section 123 is supplemented by regulation 2 of the Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 which provides, among other things, that the Tribunal may make a remediation order on an application made by an “interested person” (as defined in section 123(5)). An interested person includes any person with a legal or equitable interest in the relevant building or any part of it and therefore includes the leaseholder of an individual flat.

DISCUSSION AND CONCLUSIONS

Does the Tribunal have power to make the order applied for?

24. It will be readily apparent from the above summary of the most immediately relevant provisions of the BSA that certain qualifying conditions must be satisfied before the Tribunal’s jurisdiction to make a remediation order is engaged. On the present facts, however, there is no doubt that these qualifying conditions are indeed satisfied and that the Tribunal therefore has the power to make a remediation order. In particular, it is agreed that:

- 25.1 Millroyd Mill is a relevant building, as defined by section 117 of the BSA.
- 25.2 The defects to the Building (the combustible materials contained within balconies) are relevant defects, as defined by section 120(2). These defects plainly pose a risk to the safety of people in or about the Building arising from the spread of fire.
- 25.3 The Respondent is a relevant landlord for the purposes of section 123. This follows from the fact that, under the individual flat leases, the Respondent covenants to repair the common parts of the Building, which includes the parts of the Building which are not demised to individual leaseholders.
- 25.4 The Respondent is a relevant landlord for the purposes of s.123(3). This is because the Respondent is a landlord under a lease of the Building or any part of it.
- 25.5 The Respondent agrees to proceed on the basis that it is the “principal accountable person” for the Building in accordance with section 73.
- 25.6 The Building is a higher risk building for the purposes of section 65(1).
- 25.7 The lead Applicant is accepted as being an interested person, for the purposes of section 123.

25. While paragraph 25.3 records that it is agreed between the parties that the Respondent is a relevant landlord. Having reviewed the specimen underleases, the Tribunal wishes to record its finding that the balconies are not individually demised and fall within the leases definition of common parts.

Should the Tribunal make a remediation order?

26. The Applicants' case has been put relatively succinctly in writing and by Mr Sollitt in his oral submissions. The Applicants state that the remediation work needs to be done and completed within a reasonable timescale. They are concerned about the safety of their flats and the residents. The current position is having very considerable adverse financial implications for leaseholders because their flats are unmortgageable and therefore unsaleable except by public auction.

27. The Applicants feel there has been a lack of transparency concerning the proposed works and the process surrounding the grant funding application to the Cladding Safety Scheme. They require certainty that the works will be completed and within a reasonable timescale. They question the capacity and capability of the agent to deliver the work through the Cladding Safety Scheme. The Applicants consider that they are provided information only when the Tribunal requires the Respondent to do so in its directions. The Applicants deny any involvement in the recent delays caused by anonymous leaseholders contacting the Cladding Safety Scheme and raising queries and procedural obstacles.

28. The Applicants consider that the greater prejudice lies with the leaseholders if the Tribunal does not exercise its discretion and grant a remediation order, which would lead to continued and inherent uncertainty as to when the works shall be completed by and potentially if they will be completed.

29. The Respondent's written submissions and Statement of Case largely focused on the motivations of the lead applicant and others. Mr Pratt made the helpful concession at the hearing that the motivation of the applicant was not a determinant factor for the Tribunal in making its decision. Instead, Mr Pratt focused his submissions on the "balancing exercise" the Tribunal needed to undertake in exercising its discretion "taking into account fairness".

30. Mr Pratt argued that the Respondent was doing everything it possibly could to remedy the works as quickly as possible. The Respondent had secured grant funding for the remediation works, provided regular updates to leaseholders, prepared a schedule of works and had assembled the necessary team of professionals to instigate these works. Any delays to date were completely beyond and outside the control of the Respondent. Mr Pratt asked the Tribunal to consider what more could the Respondent do and if this was not a case where the Tribunal should exercise its discretion then in effect it would appear that the Tribunal

would grant remediation orders on a mandatory basis once the threshold criteria is met.

31. The witness evidence of both Mrs Sollitt and Mr Fowler assisted the Tribunal. The conclusion that the Tribunal was able to draw from this evidence was that Mr Fowler had complied with the letter of the communication and transparency requirements of the Cladding Safety Scheme by confirming when the application had been made to the scheme and on receipt of confirmation of grant funding being approved. Mr Fowler, by his own admission, was however very reluctant to provide any additional information over and above that strictly required by the Cladding Safety Scheme and Homes England for fear of it being weaponised against the Respondent and used to delay and frustrate progress. Mrs Sollitt remained concerned by the lack of openness and communication regarding progress with works, as it appeared to her that nothing is heard from the Respondent for months at a time and that any information flows only occur because of these proceedings. The breakdown in the relationship between the parties has inevitably fuelled this distrust and polarised perceptions.
32. Mr Pratt referred the Tribunal to FTT decision in the Secretary of State for Levelling Up Housing and Communities v Grey GR Limited Partnership (“the Chocolate Box”) CHI/ooHN/HYI/2023/0008 dated 14 May 2024. The Tribunal accepts and agrees with Mr Pratt’s submissions that this decision correctly reflects that the Tribunal’s power to make a remediation order is a discretionary one and should not be exercised without reflecting the facts in each particular case, even when the required threshold criteria has been met. As Mr Pratt correctly observed this has indeed been this Tribunal’s repeated and stated position in its previous case management notes in this case. Indeed, both the First and Upper tier tribunals have consistently held in their recent decisions that the remedy is fundamentally a discretionary one. Notwithstanding the fact that an applicant for a remediation order can demonstrate that the qualifying conditions under section 123 are met, the Tribunal must still be satisfied that it is appropriate to make such an order.
33. We accept that only a relatively small percentage of leaseholders have brought this application. We also accept that the Respondent is acting reasonably and in a diligent fashion to remedy these relevant defects in a cost-efficient and professional manner for the benefit of leaseholders and is engaging appropriately with the Cladding Safety Scheme and employing suitable professional consultants. Further, we also accept that the Respondent was not directly responsible for the creation of these defects.
34. In the present circumstances, however despite accepting these matters, we are nevertheless satisfied that it is appropriate to make a remediation order. Individual leaseholders are unable to remedy relevant defects by themselves, this must therefore fall to the Respondent landlord to do. It is the Respondent who has the contractual duty to the leaseholders

under the individual flat leases to repair and maintain the structure of the Building. The policy underlying the BSA is clear: the costs of remediating relevant defects should fall primarily on those who are responsible for them. That is not to say that responsibility is synonymous with fault. A landlord may have done all that could reasonably be expected of it to maintain a safe building but will still be “responsible for” the relevant defects caused by others.

35. The Respondent argued that a remediation order is unnecessary in this case because, now that grant-funding has been approved, all the agreed defects in the Building will eventually be remediated, and a remediation order would merely add unnecessary oversight and cost when this oversight function is already being undertaken by Homes England and the Cladding Safety Scheme. Similar arguments have been made by respondents in other remediation order cases. Such arguments have not found favour with tribunal panels hearing those cases, and nor are we attracted to the Respondent’s argument on this point. As noted by the recent case of Thomas Goodwin & Others v Junestead (Cypress Point) Limited MAN/ooDA/HYI/2023/0011 & 0013 dated 29 July 2024:

“The test for granting a remediation order is not one of “necessity”, and the Tribunal has, on several previous occasions, considered it appropriate to make remediation orders to provide reassurance to leaseholders that necessary remediation works will be done and that they will be done within reasonable timescales. In doing so, the Tribunal is not necessarily doubting a respondent landlord’s good intentions, but is imposing a judicial backstop to ensure that those good intentions are followed through. The order provides a direct means of recourse if they are not, and we consider it wholly appropriate for just such a backstop to be imposed in this case.”

36. For these same reasons we also consider that the granting of a remediation order is appropriate on the facts in this particular case. The fact that the relationship between the parties has broken down, there is a high level of distrust and consequently communication is being kept to the minimum required by the Cladding Safety Scheme, in our view adds even greater force to the argument that it is fair and proportionate to grant a remediation order in this case. Granting an order should assist in providing certainty and clarity for all parties, allowing the Respondent to progress the necessary works within its proposed timeline while also providing the Applicants with the certainty they require.

What form of Order?

36. As far as the works to be specified in the remediation order are concerned, the parties are in agreement with the list of necessary works contained within the FRAEW report dated March 2023 and this is therefore reproduced in the order.

37. The next question is one of timing. Mr Fowler in his supplementary witness statement provided the Tribunal and the Applicants with a current time estimate of November 2025 for the completion of the remedial works and explained the reasons for this revised time estimate. Mr Sollitt made the helpful concession at the hearing that he did not wish to dispute Mr Fowler's revised time estimate nor the reasons why such a timeframe was reasonable. The Tribunal has not been presented with any evidence or reasons to believe that these time estimates are unrealistic or unachievable. We consider this time estimate allows the Respondent sufficient time to complete the necessary pre-construction processes and activities, appoint a contractor and to complete the works if everything proceeds to current plan.

38. We consider however, as in all other tribunal decisions to date where a remediation order has been granted, that the order should afford the Respondent a reasonably generous period of time within which to commence and complete the works. The Respondent is in the early stages of the remediation process and is about to embark on the tendering exercise to secure a suitable contractor for the works and ensuring compliance with regulatory and Cladding Safety Scheme requirements, all of which could encounter delays for reasons outside of the Respondent's control. The Tribunal wishes to strike the correct balance between providing the leaseholder Applicants with certainty as to when they can reasonably expect the works to be completed by, while not overly constraining and burdening the Respondent with unhelpful interventions by either the Applicants or the Tribunal for minor unavoidable delays. We consider this is best achieved by providing the Respondent with a long stop date of 29 May 2026, some 6 months after the current anticipated date for the completion of the works.

39. In addition, we consider it appropriate that the remediation order should include a provision enabling the parties to apply to the Tribunal to extend time for compliance with the order and/or for the Respondent to be permitted to remedy the relevant defects by carrying out different works, if appropriate. Any such application would be considered on its merits, but it should be noted that time for compliance would not be extended without good reason.

40. The Tribunal has also had regard to the parties' submissions as to the wider terms of the remediation order and particularly to the terms of the order proposed by the Applicants. The Tribunal consider that it would be unhelpful and unnecessary to be overly prescriptive in the order in respect of actions required to comply with the law and consultation with leaseholders. The primary purpose of a remediation order is to ensure the remediation of the specified works, within a reasonable timescale and to a satisfactory standard. The attached order provides that certainty and a means of recourse for the Applicants if the order is not discharged. Extraneous terms risk the Tribunal being drawn into unnecessary ancillary and subsidiary matters, which do not affect the primary objective of the order, especially when there has been a history of hostility and satellite litigation between the parties.

OUTCOME

43. For these reasons, the Tribunal makes the order accompanying this Decision.

Signed: N A Walsh
Regional Surveyor of the First-tier Tribunal
Date: 4 November 2024

ANNEX
(List of Applicant leaseholders)

Apartment Number	Applicant's Name
34, 48 & 78	Mrs Sandra Sollitt
43	Mr Alex Pickford
112 & 124	Mr Richard Armitage & Mrs Diane Armitage
98	Ms Glenda Deadman, Apartment
99	Ms Joanne Hart, Apartment
115	Ms Vickey Riley, Apartment



**First-tier Tribunal
(Property Chamber)
Residential Property**

Tribunal Reference: **MAN/ooCY/HYI/2023/0010**

Building: **Millroyd Mill, Huddersfield Road, Brighouse**

West Yorkshire

Applicants:

- (1) Mrs Sandra Sollitt**
- (2) Mr Alex Pickford**
- (3) Mr Richard & Mrs Diane Armitage**
- (4) Ms Glenda Deadman**
- (5) Ms Joanne Hart**
- (6) Ms Vickey Riley**

Respondent: **Millroyd Island Management Co Ltd**

REMEDIATION ORDER

(Section 123 of the Building Safety Act 2022)

UPON the Tribunal considering the Applicants' application for a remediation order pursuant to section 123 of the Building Safety Act 2022 ("the BSA"), and the evidence and representations of the parties in these proceedings, and upon considering the provisions of the BSA,

AND for the reasons set out in the Tribunal's decision dated 31 October 2024,

IT IS ORDERED AS FOLLOWS:

1. By no later than **29 May 2026** the Respondent (the relevant landlord), shall remedy the relevant defects (and for the avoidance of doubt which fall within the meaning of 120 of the BSA) at the Building as specified by and in accordance with the attached Schedule ("the Works").

2. The parties have permission to apply in relation to paragraph 1 and the attached Schedule. In particular, the Respondent has permission to apply:
 - a. to be permitted to undertake different works to the Works, if it is revealed by investigation and analysis by a suitably qualified consultant that reasonable alternative works will remedy the relevant defects; and
 - b. to extend the time for compliance with this Order.
3. Any application made under paragraph 2 must be made using the Tribunal's Form "Order 1". The application must be supported by a witness statement endorsed with a statement of truth, with detailed evidence explaining the reason for the application and a proposed draft order setting out the variation sought. There is permission for the parties to rely on relevant expert evidence in connection with the application. The application must also include a realistic time estimate for the application to be heard and be served on the lead Applicant.
4. The Respondent shall notify the Tribunal, the Applicants, and other leaseholders of the residential flats in the Building, within one month of the certified date of practical completion of the Works, and shall enclose a External Wall Safety (EWS1) certifying that the defects specified in the FRAEW report dated March 2023 have been remediated and that the building safety risk associated with the specified defects has been reduced to a tolerable level.
5. By section 123(7) of the BSA 2022, this Order is enforceable with the permission of the County Court in the same way as an order of that Court.

Signed: N. WALSH
Regional Surveyor of the First-tier Tribunal
Date: 4 November 2024

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SCHEDULE

Part 1: Relevant Defects

Combustible Timber Materials:

The existing balconies are constructed using timber elements to the decking floor and balustrades, which do not achieve an acceptable European fire classification.

Part 2: Remedial Actions

1. The timber decking floor on all attachment type balconies should be removed and replaced with an alternative material that has a European fire classification of A2-s1, do or better such as steel or aluminium.
2. The timber cladding on the balustrade side section of each attachment type balcony should be removed and replaced with an alternative material that has a European fire classification of A2-s1, do or better such as steel or aluminium. If there are cost issues then alternate vertically aligned attachment balconies can be remedied to create a firebreak.