



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

**Case reference** : LON/00BG/BSA/2025/0006

**Property** : Block P, Wotton Court, 6 Jamestown Way, London E14 2DB

**Applicants** : (1) Laura Main  
(2) Richard Keeves  
(3) Vyom Gupta  
(4) Nina Rajani  
(5) Silas Thebith  
(6) Katrina Hill

**Respondent** : FirstPort Property Services Limited

**Type of application** : For a remediation order under section 123 of the Building Safety Act 2022

**Tribunal** : Judge Sheftel  
Judge Purcell  
Mr Matthew Williams MA MSc  
PgDipSurv MRICS

**Date** : 19 December 2025

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**DECISION**

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**Summary of Decision**

The tribunal makes a remediation order as set out in the annex to this Decision.

**Background**

- (1) This is an application for a remediation order under section 123 of the Building Safety Act 2022 (“BSA”).
- (2) The application relates to the building known as Block P, Wotton Court, 6 Jamestown Way, London E14 (“Block P, Wotton Court”)

- (3) Block P, Wotton Court comprises flats 1-32 Wotton Court, 1-3, 9 Prime Meridian Walk & 6A Jamestown Way and is part of the Virginia Quay development. Block P, Wotton Court is a 12-storey apartment block which was built by Barretts around 2000. As a self-contained building that contains at least two dwellings and is more than 11 metres high, it is not in dispute that Block P, Wotton Court is a relevant building for the purposes of section 117 of the BSA.
- (4) A previous case management hearing took place on 29 September 2025, at which FirstPort were substituted as Respondent and the tribunal gave directions for the service of a statement of case.
- (5) A further hearing was listed for 4 December 2025.
- (6) At the hearing on 4 December 2025 Ms Main and Mr Keeves appeared in person, as did Nina Rajani (flat 4) and Katrina Hill (flat 23); and FirstPort was again represented by Ms Hemans (counsel). There was also attendance by the lessees of flats 2 and 3 Prime Meridian Walk (respectively Youjia Lu and Rong Wang and Eleanor Duffus), and various other leaseholders/residents were also present.

#### **Additional applicants**

- (7) Prior to the December hearing, the lessees of flats 5, 14 and 23 Wotton Court applied to be joined as applicants. As lessees, they fall within the definition of 'interested person' pursuant to section 123(5)(d) of the BSA and there is no objection to their addition as applicants by FirstPort.
- (8) **In the circumstances, it is confirmed that Vyom Gupta (flat 5), Nina Rajani (flat 14), Silas Thebith and Katrina Hill (flat 23) be added as applicants pursuant to rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.**

#### **Substantive issues**

- (9) It is not in dispute between the parties that Block P, Wotton Court has relevant defects for the purposes of section 120 of the BSA – indeed occupants of Block P Wotton Court were required to vacate at short notice on Saturday, 10 May 2025. They remain excluded from the building. It is said that supporting pillars at the south facing elevation have cracks as well as the balcony above. Structural engineers deemed the movement and cracks sufficiently concerning to recommend the immediate evacuation of all residents living in the south facing elevation.
- (10) It is also not in issue that FirstPort is a proper respondent to this application and falls within the definition of 'relevant landlord' pursuant to section 123(3) of the BSA.
- (11) Further, there does not appear to be any dispute as to the existence of relevant defects within the building. The original application for a remediation order attached a Structural Defect Report dated 14 May

2025 by EK Structural Engineering Limited (“EK”) and FirstPort has since disclosed a further report dated 9 October 2025. A report was also produced in May 2025 by Wentworth House Partnership which proposed a propping scheme which could be used as a temporary measure. As set out in FirstPort’s statement of case, in April 2025, cracks were visible in the vicinity of certain support columns of Block P Wotton Court which led to questions as regards the strength of the first-floor slabs which support further columns above. According to the October 2025 report:

- (a) *“the most likely cause for the defect was a “Punching Shear” failure”, further investigations were needed but “any intrusive investigations should only be undertaken when the area is deemed safe i.e. temporary propping is installed”, and that the issues identified “infer that the defect may have been caused by inadequate specification of the concrete slab” (paragraph 3.1);*
- (b) *“the consequences of such a hazard would be of relatively high severity (i.e. collapse of part of the building). Therefore, in our opinion, the risk level to health and safety of the residents and public should be taken as high and measures such as temporary propping should be implemented...” (paragraph 3.3);*
- (c) *“... a propped solution down onto the foundations within the terrace demise is the only viable solution in the temporary condition. Any alternative form of propping ... would be hugely complex, expensive and would be more dangerous due to the loads which may be transferred into the building during installation.” (paragraph 4.1); and*
- (d) *That once the temporary works are installed “a permanent solution with strengthening of the slab should be installed as well as the appropriate repairs to the cracking”. Various options for the implementation of a permanent solution are suggested including ones which involve the removal of the temporary propping (paragraph 4.2).*

- (12) Section 120 of the BSA defines “relevant defect” for the purposes of sections 122 to 125 and Schedule 8 of the BSA 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.*

(13) It is clear from section 120(5)(b) of the BSA that a relevant defect includes a building safety risk arising from *“the collapse of the building or any part of it”* as in the present case.

- (14) According to its statement of case, FirstPort is keen for remedial works to be undertaken. The Applicants, and other leaseholders, are understandably anxious to ensure that remedial work takes place and that they are able to get back into their homes. However, a stalemate has been reached and it appears that there has been little substantive progress since the case management hearing in September – although at the 4 December hearing, FirstPort explained that it is proposed that some works are due to commence shortly.
- (15) FirstPort's stated position was that although the steels, which are part of a proposed temporary solution, are ready to install, FirstPort has been unable to obtain licenses from the two flats at the foot of the building (flats 2 and 3 Prime Meridian Walk) where the temporary solution needs to be installed – albeit it should be said that FirstPort maintained that it was entitled to go on and carry out the works under the terms of the leases of flats 2 and 3.
- (16) Consequently, FirstPort's proposed solution has been an application in these proceedings to join the lessees of flats 2 and 3 Prime Meridian Walk, in order for the tribunal to make a declaration that FirstPort is entitled to carry out the works that are proposed. FirstPort has suggested that its entitlement to carry out the temporary remediation works should be decided as a preliminary issue.
- (17) In advance of the 4 December hearing, the lessees of flat 2, Youjia Lu and Rong Wang, and flat 3, Eleanor Duffus, each provided a statement of case stating that they do not object in principle to being joined to these proceedings. However, of the lessees of flats 2 and 3 sought confirmation that FirstPort would not access or do any works impacting their flats without an agreement first being entered into.
- (18) The lessees of flat 2 sought assurances that the tribunal determine:
- (a) whether FirstPort possesses any contractual or statutory right of access under the Lease; and
  - (b) the safeguards, duration, reinstatement obligations, and compensation arrangements under which any access, if authorised, may properly occur.
- Further, the lessees of flat 2 also set out their concerns about the conduct of the Respondent and the perceived imbalance between the parties as the lessees of flat 2 are currently unrepresented.
- (19) Similarly, Ms Duffus set out her serious concerns about and objections to FirstPort's proposals. Ms Duffus's concerns arise from the proposed works which are said to impact flat 3 by the installation of steel columns. Ms Duffus raised concerns about the interference to the quiet of enjoyment of her property, the market value and the rental value of flat 3 resulting from the proposed works.

- (20) The tribunal notes and appreciates the serious and genuine concerns of the lessees of flats 2 and 3, as well as FirstPort's motivation for its application and the declaration it seeks. However, as explained to the parties at the hearing on 4 December 2025, these are not matters which necessarily fall within the tribunal's jurisdiction when making a remediation order.
- (21) The tribunal's jurisdiction under section 123 of the BSA is relatively narrow. Section 123 of the 2022 Act provides:
- "A "remediation order" is an order, made by the First-tier Tribunal on the application of an interested person, requiring a relevant landlord to do one or both of the following by a specified time*
- (a) remedy specified relevant defects in a specified relevant building;*
- (b) take specified relevant steps in relation to a specified relevant defect in a specified relevant building."*
- 'Relevant steps' are defined in section 120 as follows:
- "Relevant steps", in relation to a relevant defect, means steps which have as their purpose*
- (a) preventing or reducing the likelihood of a fire or collapse of the building (or any part of it) occurring as a result of the relevant defect;*
- (b) reducing the severity of any such incident, or*
- (c) preventing or reducing harm to people in or about the building that could result from such an incident."*
- (22) As such, the tribunal can make an order requiring a relevant landlord to remedy specified defects (or take relevant steps in relation to a relevant defect) within a specified time.
- (23) The tribunal has no power under section 123 of the BSA, however, to make an order as against the lessees of flats 2 and 3 Prime Meridian Walk and certainly cannot compel them to give access for works to be carried out. The tribunal also has no power under the BSA to compel or enforce any agreement or licence as to rights of access. While the submissions of FirstPort regarding the applicable provisions of the leases are noted, this would be a matter for the County Court.
- (24) It is said on behalf of FirstPort that the tribunal should not exercise its discretion with regard to the making of a remediation order which results in FirstPort being ordered to do something which it cannot lawfully do – although as noted above, FirstPort's own case is that it is permitted to do the works in the way proposed.
- (25) However, for the purposes of section 123 of the BSA, there is no dispute that FirstPort is under a relevant repairing obligation with regard to the structure of the building – that was the reason why FirstPort was

substituted as Respondent without objection. According to the copy leases provided (in respect of flats 2 and 3 Prime Meridian Walk), FirstPort, the “*Manager*” under the leases, has obligations in relation to the “*Maintained Property*” which is described as “*those parts of the Estate which are more particularly described in the Second Schedule and the maintenance of which is the responsibility of the Manager*”. The Second Schedule has a description of the “*Maintained Property*” which includes “*all structural parts of the Buildings*”. The Respondent has confirmed the leases of the properties subject to this application are granted on substantially similar terms.

- (26) It is asserted that the Respondent is unable to implement a safe temporary propping solution without recourse to flats 2 and 3, hence the current impasse. However, that goes to the question of *how* the relevant defects are remedied, not FirstPort’s obligation to do so. As such, it is difficult to see how the making of a remediation order, which did no more than require FirstPort to remedy defects for which it accepts it is under a relevant repairing obligation – which is consistent with the language of section 123 of the BSA – would be ordering it to do something which it is not entitled.
- (27) The tribunal is conscious of the impasse with regard to flats 2 and 3 Prime Meridian Walk. However, insofar as these matters cannot be resolved by the tribunal, there does not appear to be any benefit in delaying the making of a remediation order further. Insofar as there is a dispute as to how FirstPort complies with the terms of a remediation order, as the remediation order simply stipulates the relevant defects that are to be remedied, FirstPort will retain some flexibility as to how this can be achieved. Should the impasse with Flats 2 and 3 not be capable of being resolved between the parties, this would have to be resolved in the courts.
- (28) For the avoidance of doubt, we make no findings as to the terms of the leases of flats 2 and 3 Prime Meridian Walk and whether or the extent to which FirstPort is entitled to access those properties for the carrying out of the works. It goes without saying that parties must act lawfully, but the resolution of any issues regarding access to flats 2 and 3 Prime Meridian Walk is an issue to be agreed between the parties or determined by the courts if necessary. The Respondent’s application to add the lessees of flats 2 and 3 and for the tribunal to make a declaration that FirstPort is entitled to carry out the proposed works therefore falls away.
- (29) This then leaves the question of the terms of a remediation order. On the facts of the present case, the remediation order must necessarily be in broad terms for two reasons. The first relates to the matters set out above: it is proposed that the remediation order stipulates the defects to be remedied, rather than *how* they be remedied, particularly in light of the disputes with flats 2 and 3 Prime Meridian Walk. The second reason is due to the nature of the evidence before the tribunal. This is not to criticise the parties. However, while there is no dispute as to the

existence of relevant defects, there remains some uncertainty as to precisely what they are and/or their extent. In the 9 October 2025 EK report it states that the defect is “*highly likely*” to be a punching shear failure, but “*At this stage it is unclear precisely what has caused this issue due to the absence of technical information available about the building’s structure*”.

- (30) It is also worth bearing in mind the language of section 123 of the BSA, which refers to an order requiring a relevant landlord to remedy specified relevant defects in a specified relevant building by a specified time. As such, a remediation order need do no more than list the relevant defects to be remedied (and the time for doing so). While a remediation order should be clear so that a Respondent can know what it must do, the BSA does not require the remediation order to be prescriptive as to what specific works are necessary to remedy the relevant defect(s) and the extent of the precision in a remediation order will vary in case to case. Further, upon starting work, it may transpire that there are further or additional elements to a particular defect, or indeed additional relevant defects, which need to be remedied. It is imperative that this can be accommodated, so as to avoid a situation where relevant defects are left in situ.
- (31) Accordingly, the tribunal has included within the order a requirement for the Respondent to remedy the defects, which present as cracking on the pillars and balcony on the south side of Block P, Wotton Court and “*comprises a circumferential pattern of cracking forming within the slab soffit surrounding the two central columns on the outer bay*” (the “Defects”) as discussed at paragraph 2.3 of the 9 October 2025 EK report, together with any underlying cause or causes of the Defects. However, due to the inability currently to be able to state categorically the cause of the Defects, a further relevant step is ordered requiring the Respondent to undertake a full building-wide structural engineering survey and investigation into Block P, Wotton Court to identify the cause or causes of the Defects. A full copy of the report is to be provided to the Applicants and the tribunal.
- (32) The other area of uncertainty relates to the time to be allowed for remediation. A remediation order must stipulate a specified time for the remediation of relevant defects, although provision can also be made for an application to vary the order should further information come to light or circumstances change.
- (33) FirstPort readily accepted that it is not possible to specify the total time for whatever works are to be required without further investigations being undertaken. At the hearing, there was a brief discussion regarding the possibility of FirstPort being given a short time to make further submissions as to the time limit to be allowed. However, Ms Hemans conceded that FirstPort would be unlikely to have a greater idea of overall time in the next few weeks.



- (34) In the circumstances, the tribunal proposes a period of 9 months. It might be argued that this is a short period of time. However, a timescale to allow completion of any works must be balanced against the concern that it is imperative that the building is made safe and for the residents to be safely returned to their homes, noting that there has already been a delay of over seven months without remedial works commencing. Further, the only evidence before the tribunal currently regarding timings for the proposed works is a letter from the Respondent to the residents of the building dated 14 November 2025, indicating that the initial works were likely to be completed by 10 January 2026. Accordingly, we consider a period of 9 months to be appropriate, subject to the fact that the order will include provision to apply to vary should further information come to light.
- (35) It is also noted that a lot of the discussion regarding the works to Block P, Wotton Court relate to temporary support works. The tribunal appreciates that further investigations into the Defects are required and notes the assertion that temporary support works are required to enable those investigations to take place, although ultimately, the remediation order requires a defect to be fully remedied as opposed to there being merely a temporary fix.
- (36) In the circumstances, the tribunal makes a remediation order as set out in the annex to this Decision. The remediation order is drafted having regard to the matters set out above. For the avoidance of doubt, the tribunal retains jurisdiction for so long as the Defects remain at Block P, Wotton Court and there is a possibility of a variation of the remediation order either as to scope or timing.

**Name:** Judge Sheftel

**Date:** 19 December 2025

### **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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).

## **Annex – Remediation Order**



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

**Case reference** : **LON/00BG/BSA/2025/0006**

**Property** : **Block P, Wotton Court, 6 Jamestown Way, London E14**  
**(1) Laura Main**  
**(2) Richard Keeves**

**Applicants** : **(3) Vyom Gupta**  
**(4) Nina Rajani**  
**(5) Silas Tibet**  
**(6) Katrina Hill**

**Respondent** : **FirstPort Property Services Limited**

**Type of application** : **For a remediation order under section 123 of the Building Safety Act 2022**

**Tribunal** : **Judge Sheftel**  
**Judge Purcell**  
**Mr Matthew Williams MA MSc**  
**PgDipSurv MRICS**

**Date** : **19 December 2025**

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**REMEDICATION ORDER**  
**In respect of Block P Wotton Court, 6 Jamestown Way, London E14 2DB**

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Upon considering the applications, evidence and submissions in this matter and upon considering the provisions of the Building Safety Act 2022, and for the reasons set out in its Decision of [x] December 2025, the Tribunal orders that:

1. FirstPort Property Services Limited (FirstPort), the relevant landlord and Respondent in this application, shall remedy the relevant defects which present as cracking on the pillars and first floor balcony/slab on the south side of Block P, Wotton Court and described by the 9 October 2025 report of the E K Group as a defect which “*comprises a circumferential pattern of cracking forming within the slab soffit surrounding the two central columns on the outer bay*” (the “Defects”), together with any underlying cause or causes of the Defects.
2. FirstPort shall complete works to remedy the Defects by **30 September 2026**.
3. FirstPort are ordered to undertake a full building-wide structural engineering survey and investigation into the cause of the Defects by no later than **31 March 2026**. A copy of the report investigating the underlying cause or causes of the Defects is to be provided by FirstPort to the Applicants and the tribunal by **19 April 2026**.
4. The parties have permission to apply in relation to paragraphs 1, 2 and 3 above. In particular, FirstPort has permission to apply:
  - a. to be permitted to remedy different or additional defects to those specified in this Order, if it is revealed by investigation and analysis by a suitably qualified structural engineer that alternative or additional defects need remedying; and/or
  - b. to extend time for compliance with the 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. The parties have permission 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. FirstPort must notify the Tribunal and the Applicants that it has complied with this Order, within one month of the certified date of practical completion of the works.
7. FirstPort shall ensure the works undertaken to remedy the Defects achieve approval by the Building Safety Regulator (or such other Building Control body who is competent to provide such approval at the time of completion of the works).
8. FirstPort shall file the completion certificate issued under Regulation 44 of the Building (Higher-Risk Buildings Procedures) (England) Regulations 2023 (or such other Building Control approval as is appropriate at the time of completion of the works) with the Tribunal and serve the same on the Applicants with 1 month of receipt.

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