In the FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Tribunal case reference	**:**	**CAM/26UG/BSA/2025/0003**
Property	**:**	**Somerville Court, Newsom Place, St Albans AL1 3DA**
Applicants	**:**	**1.Mr Ditson and Mrs Jolanta Ladayal** **2.Ms Karen Finn and Mr David Waghorn** **3.Ms Lilian Goldberg (R Gold Ltd)** **4.Mr Alex Sherratt**
Representatives	**:**	**1.Mr Ditson Ladayal** **2-4.Mr Francis Glenister**
Respondents	**:**	**1.Hightown Housing Association Limited** **2.Nicholas King Homes Plc**
Representatives	**:**	**1.Jennie Gillies, instructed by Devonshires Solicitors** **2.Mattie Green, instructed by Knights Solicitors**
Type of application	**:**	**Remediation order: Section 123 Building Safety Act 2022**
Tribunal	**:**	**Judge Wayte** **Judge MacQueen** **Tribunal Member Williams**
Date	**:**	**9 February 2026**

DECISION

Decision

(1) The tribunal makes a Remediation Order in the terms set out separately.

(2) The tribunal also makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the costs of these proceedings may be passed by the first respondent to the second to fourth applicants by way of a service charge.

Reasons

Somerville Court

1. The Property is a detached 5-storey block of 40 flats, some 11.4 metres high. The basement car park and ground floor transfer slab are constructed in concrete, with a timber framed structure above that level. Internally, there are eight two-bedroom flats on each floor, with a single communal staircase and one lift. Construction was completed in 2015 and practical completion certified in 2016. All of the flats are subject to long leases for a term of 125 years from and including 1 July 2014. It is common ground that the Property is a "relevant building" and the applicants, who are all long leaseholders, are "interested persons" as defined in the Building Safety Act 2022 ("the BSA").

Background to the application

2. Somerville Court is one of around 25 new and refurbished buildings on the site which was formerly Oaklands College, St Albans. The site was developed by Nicholas King Homes Plc ("NKH") under a Development Agreement with Hightown Housing Association Limited ("Hightown") dated 13 April 2011. Under the terms of that agreement, NKH marketed and sold the flats in the Property but Hightown owned the freehold and therefore became the landlord under the leases. As the terms of those leases include landlord repairing obligations, Hightown accept they are a "relevant landlord" as defined in the BSA in respect of those obligations.

3. On 14 June 2017 the newly refurbished Grenfell Tower in West London caught fire, leading to 72 deaths. That tragedy and the general background is described in Triathlon Homes LLP v Stratford Village Development Partnership & Ors [2024] UKFTT 26 (PC).

4. On 3 July 2017 one of the leaseholders in the Property emailed NKH to ask if, following the fire at Grenfell Tower, they needed to worry. The response, sent that same day, indicated that NKH had not specified the same cladding on their developments. They used non-insulated aluminium rainscreen cladding which was not flammable. Unfortunately, this was not correct for the Property as NKH's subcontractors had substituted the design choice with ACM cladding, due to supply shortages. This was, of course, the same cladding used at Grenfell Tower.

5. In January 2020, the Department for Levelling Up, Housing and Communities published the Consolidated Advice Note for building owners to assess and assure their fire safety for residential occupiers.

6. In July 2020, Mr Sherratt wrote to Hightown to request that they arrange for an EWS1 certificate for the Property, as he was unable to remortgage his flat without one. Following consultation with the leaseholders (as it was anticipated at that time that the cost would fall on them), Hightown instructed Tri-Fire Limited to carry out the work. Their report and EWS1 was issued on 13 January 2021. They gave the Property a B2 rating (remedial works required) due to the insulation behind the aluminium cladding and some timber cladding, neither being of limited combustibility. Both needed to be removed and replaced with materials achieving Euroclass A2 or better. Their report indicated that there was no requirement for interim measures or a change to the evacuation procedure pending remedial action.

7. The report and EWS 1 was sent to the leaseholders by Hightown in February 2021. They confirmed that Hightown would look into a claim against the building guarantee and see whether any funding by Government may assist, however in their absence, the cost of the works would fall to the leaseholders. At that stage, Hightown estimated it would be 6-18 months before the replacement of the insulation could start. Mr Ladayal responded to that email on 10 February 2021, asking whether alternative solutions such as sprinklers had been considered.

8. Hightown entered into some correspondence with NKH in 2021, seeking further information as to the materials used on the Property. They also started a claim under the building guarantee policy held by Amtrust.

9. In January 2022 the Government withdrew the Consolidated Advice Note and endorsed the British Standards Institution ("BSI") document PAS (Publicly Available Specification) 9980:2022, intended to introduce a more proportionate approach to remediation following a Fire Risk Appraisal of the External Walls (a "FRAEW").

10. On 18 April 2022 the BSA was given Royal Assent.

11. In May 2022 the Fire Safety Act 2021 came into force, amending The Regulatory Reform Fire Safety Order 2005 ("the Fire Safety Order 2005") to the effect that the Fire Risk Assessments of multi occupancy residential buildings must include the building's structure, external walls and any communal parts.

12. That same month Amtrust declined the insurance claim.

13. On 28 June 2022 section 123 of the BSA came into force.

14. On 6 July 2022 Hightown held a virtual meeting with the leaseholders. They confirmed that they had tendered for a contractor to complete a Technical Fire Assessment ("TFA") to establish what materials were used during construction as they had been unable to obtain that information from NKH. Several leaseholders, including Mr Ladayal, pressed the issue of whether further action could be taken against NKH at that stage.

15. On 27 October 2022 Tri-Fire Ltd were instructed by Hightown to carry out a FRAEW in accordance with PAS 9980:2022. Their report was received in April 2023 and confirmed that remedial works were required. It also confirmed (following testing) the presence of ACM cladding of the worst performing category (Euroclass rating E-F/Category 3 ACM). The report reiterated that the ACM and timber cladding needed to be removed but also confirmed that no interim measures, such as a waking watch, were required.

16. Hightown referred that report to lawyers who advised them to seek a desktop review from Virtus Fire Engineering Limited ("Virtus") due to concerns about the lack of interim measures. In May 2023 a waking watch was implemented pending the installation of a communal fire alarm. At another virtual meeting with the leaseholders, Hightown explained they had instructed lawyers to bring legal proceedings against the developer and pursue the building guarantee. They declined to share a copy of the FRAEW with the leaseholders and indicated it would be overtaken by a survey taking place on 30 May 2023. NKH would be invited to attend the inspection.

17. On 30 May 2023 the inspection took place. Mr Speller, a director of NKH, attended and at that stage observed that the cladding was different to the material used on the other blocks in the development.

18. The communal fire alarm works were completed by the end of June 2023 and some urgent fire stopping works undertaken by Intrinsic Fire Protection Ltd in July and August 2023.

19. Following a further joint inspection on 6 October 2023 NKH made an offer to replace the ACM cladding and carry out other necessary fire safety works. Over the next couple of months Hightown obtained draft expert reports from Expert Architect Ltd and JP Chick & Partners.

20. In January 2024 Mr Ladayal emailed Hightown to ask for an update on the works. In the absence of a satisfactory response, he made a formal complaint about the poor communication from Hightown, which was rejected by them but eventually upheld by the Ombudsman (in 2025).

21. On 24 January 2024 Hightown issued a letter of claim to NKH. Copies were sent with that letter of the report based on the inspection carried out on 30 May 2023, the two draft reports referred to above and a costed scope of works prepared by Airey Miller.

22. In March 2024 NKH repeated their offer and over the next 12 months it would appear negotiations continued as to the works to be carried out.

23. On 28 March 2025 Mr Ladayal issued a letter of claim requiring Hightown to provide a comprehensive remediation plan and ensure the works were completed within 6 months. Hightown responded on 15 April 2025 and Mr Ladayal made his application to the tribunal on 23 April 2025.

Procedural background

24. On 29 April 2025 I gave directions for Hightown to respond to the application in advance of a case management hearing and for disclosure of any expert reports, including any PAS:9980 assessment or FRAEW as at that stage Hightown had refused to share them with the leaseholders.

25. On 3 June 2025 the first case management hearing took place. At that date the proceedings only involved the first applicants and Hightown. In the order following that hearing, I noted that in their position statement Hightown claimed to be unable to admit or deny that the defects identified in their various reports (including ACM cladding) were "relevant defects" as defined in the BSA. I therefore made an order for them to provide a Scott Schedule of defects identified at the property, indicating whether they are relevant defects or if not, why not. I also made provision for additional parties to join the proceedings and set a date for a further case management hearing.

26. That hearing took place on 12 August 2025. By that date the additional applicants and the developer had been joined at their request. My order notes that a remediation order cannot be made against NKH but it was considered appropriate to join them to the proceedings to assist with determination of the works that were required and the appropriate timeline for those works to be completed. The order also records that Hightown had identified 15 relevant defects and the necessary remediation works in their Scott Schedule. Directions were given for the other parties to comment on that Schedule and for discussions between the experts to seek to further narrow the issues in dispute.

27. Those same directions anticipated an application for a remediation contribution order by Hightown against NKH under section 124 of the BSA. That application was made on 14 November 2025 and it was originally planned to hear it at the same time as the remediation order application in January 2026. Shortly before the hearing Hightown's only witness of fact, Donna Spikings – Head of Homeownership and Commercial - was signed off from work due to illness. In those circumstances, it was agreed that the RCO proceedings would be adjourned to a later date but that the technical aspects of the works and the programme would be determined after the hearing in January, given that experts would be attending for both respondents.

28. The hearing of this application ran from 20 to 22 January 2026. By that date, the respondents had agreed a draft remediation order subject to an issue in respect of the window reveals which had only been discovered relatively recently. A dispute also remained in respect of the length of the programme, until Hightown accepted NKH's programme over the lunch break on the final day. The respondents were said to be "very close" to entering into a contract for NKH to carry out the required works at their risk. The applicants had their own issues with the draft remediation order but supported NKH's programme and the

works being undertaken by them. In those circumstances and with the consent of the parties, the tribunal has proceeded on the basis that the contract with NKH will be entered into by 28 February 2026. If that is not possible, Hightown will need to return to the tribunal for an order in respect of a third party undertaking the works, which is likely to lead to greater cost and delay.

29. On 27 January 2026, the Upper Tribunal published their decision on the appeal of Edgewater (Stevenage) Limited and Others v Grey GR Limited Partnership [2026] UKUT 18(LC), otherwise known as the Vista Tower RCO. The President gave guidance on the correct approach to determining whether a defect causes a "building safety risk", in particular whether there was any risk threshold under the BSA. This issue was relevant to the remaining dispute between the respondents as to certain items in the Scott Schedule. The parties were therefore given an opportunity to make representations on that case in writing. Any representations will be referenced below when considering each party's case.

The Building Safety Act 2022

30. Sections 117 to 125 of and Schedule 8 to the Building Safety Act 2022 came into force on 28 June 2022. Section 123 is set out below (as amended by the Leasehold and Freehold Reform Act 2024). It makes provision for remediation orders requiring a relevant landlord (defined in s.123) to remedy specified "*relevant defects*" (defined in s.120, as set out below, as amended) in a specified "*relevant building*" (defined in s.117, as summarised below) by a specified time.

31. By section 117, "*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.

32. It is useful to note that section 120 defines "*relevant defect*" widely, by reference to anything which arises following "*relevant works*" in the preceding 30 years and causes a "*building safety risk*", each as defined in section 120:

> "*(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.

(4A)"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.

(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."

33. Section 123 provides as follows:

"*(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 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.

(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 –

"relevant building": see section 117;

"relevant defect": see section 120;

"relevant steps": see section 120;

"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.

(8) In proceedings for a remediation order, a direction given by the First-tier Tribunal requiring a relevant landlord to provide or produce an expert report is to be regarded as a decision for the purposes of subsection (7).

(9) In subsection (8), "expert report" means an expert report or survey relating to –

(a) relevant defects, or potential relevant defects, in a relevant building;
(b) relevant steps taken or that might be taken in relation to a relevant defect in a relevant building."

34. Schedule 8 provides (amongst other things) that certain service charges relating to relevant defects in a relevant building are not payable. Most of these new protections for leaseholders apply only to qualifying leases, as defined in section 119.

35. The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 came into force on 21 July 2022 (the "**2022 Regulations**"). By regulation 2(2):

"*The First-tier Tribunal may, on an application made by an interested person, make a remediation order under section 123 of the Act.*"

The issues in dispute

36. As stated above, by the time of the final hearing, the issues for the tribunal to determine had narrowed to:

    - For the first applicants: the terms of the order including the length of the programme;

    - For the second to fourth applicants: the terms of the order and the question of whether Hightown were the "relevant landlord" in respect of works required to the flat entrance doors. Shortly before the hearing, Mr Glenister had also made an application under section 20C of the Landlord and Tenant Act 1985 to restrict Hightown's ability to claim the costs of these proceedings as a service charge from the second to fourth applicants;

    - For Hightown: the applicants' proposals for the order, their liability for the flat entrance doors, the extent of the relevant defects and the length of the programme (the latter was conceded on the final day after the lunch break). Hightown also agreed during the proceedings that they would not seek any costs from the leaseholders;

    - For NKH: the extent of the relevant defects (although NKH agreed to all the works set out in the latest draft remediation order) and the length of the programme (prior to the concession by Hightown).

The Applicants' case

37. Mr and Mrs Ladayal purchased their flat in September 2019 and have occupied it as their family home with their young daughter since then, one of the few owner-occupiers remaining in the Property. They have been waiting for Hightown to remediate the building since the works were first identified as necessary by the EWS1 in January 2021. Remaining in a building known to be unsafe has led to significant financial detriment for the couple due to the inability to remortgage or sell their flat and considerable psychological distress. When recalling an incident where he was at work and the fire alarm went off, Mr Ladayal became emotional. His wife's friends had lost their home in Spain following the 2024 Valencia fire in which defective cladding was implicated. The constant stress had taken its toll on the whole family.

38. He made his application to the tribunal as he was frustrated by the lack of action by Hightown. He considered that since then, much greater progress had been made than in the last 6 years. In particular, Hightown withdrew their objection to a remediation order being made against

them in December 2025 and the schedule of works had at last been agreed with NKH.

39. In respect of the terms of that remediation order: he preferred NKH's timeline to that proposed by Hightown; an updated EWS 1 was essential to allow the leaseholders to remortgage or sell and he wanted Hightown to accept their responsibility for regular communication with the leaseholders while the works were ongoing. He was also keen to ensure that there was sufficient quality control this time round to ensure that the works were completed to a good and safe standard.

40. Mr Glenister, who was representing the second to fourth applicants, explained how his role at the Property had developed. He was not a lawyer but used his analytical skills from his previous career in industry and finance to get to grips with relevant property law and the requirements for residential landlords. In 2014 his son and daughter had both purchased flats in the Property "off plan" from NKH. At that stage they were unaware of Hightown's involvement. They occupied the flats from 2016 but in 2018, his daughter moved to a different property in St Albans and her flat was transferred to his son to facilitate that move. His son had also planned to sell the flats and buy a house but the pandemic and the issues which arose following the first EWS 1 certificate have prevented that to date.

41. Having retired from work, Mr Glenister started Whatsapp groups for the residents and the leaseholders. He was responsible for pushing Hightown to obtain the first EWS 1, was present at the inspection of the Property in July 2024 (described as "the caretaker") and has assisted with access to the interior of the flats when required. He also provided a template witness statement for the leaseholders to provide evidence in these proceedings.

42. He considered there were four issues left in dispute: whether Hightown was the relevant landlord and therefore responsible for remediating the flat entrance fire doors; the duration of the works – like Mr Ladayal, he preferred NKH's programme to the one proposed by Hightown's expert; the "liberty to apply" clause in the remediation order – Hightown proposed that it would only come into effect after the end of the original proposed end date, which he submitted ignored the leaseholders' interest in both the works and the time taken. He also wanted the order to be clear that any damage to the interior of any of the flats should be made good within 3 months, as opposed to being tied in with the completion date for the works as a whole.

43. In respect of the flat entrance fire doors, Mr Glenister accepted that under the lease, they were part of the property demised to the leaseholders and therefore outside Hightown's repairing obligations. However, he argued that Hightown were responsible under the Fire Safety Order 2005. That order had been amended by the Fire Safety Act 2021 to apply to all doors between domestic premises and the common parts. Mr Glenister submitted that Article 17 of the order imposed an

obligation on Hightown to maintain the doors in efficient working order and good repair. He understood that NKH had agreed to remediate the doors but still wanted Hightown to take responsibility.

44. The applicants did not commission any expert evidence but had provided witness statements of fact. Those statements all covered both the financial and personal issues caused by the unsafe state of the building and Hightown's delay in putting it right. The respondents confirmed before the hearing that they only wished to cross-examine Mr Ladayal.

45. Ms Gillies for Hightown challenged Mr Ladayal's statement that the leaseholders had not been informed that Amtrust had denied the claim. He clarified that the reasons for their refusal had only been spelt out in Donna Spikings' witness statement in these proceedings. On communication, Mr Ladayal accepted that Hightown had set up a web page for the leaseholders, but he wanted emails so that he could keep track of the communications over the period of the works to assist with any enforcement or application in respect of the remediation order.

46. On his frustration with the delay to any works starting, Mr Ladayal confirmed that he had lost trust with Hightown due to their failure to communicate over the past 6 years, as indicated in his complaint. Hightown had even failed to provide the Ombudsman with the information they had sought as part of their decision. He understood that Hightown claimed to be in without prejudice discussions with NKH but felt they could have been more open with the leaseholders as those discussions progressed.

47. Ms Green for NKH queried Mr Ladayal's request for reporting on the works. She confirmed that the draft remediation order agreed between the respondents provided for an updated EWS 1 and FRAEW. Mr Ladayal confirmed that his main concern was the quality of the work.

48. In his closing submissions, Mr Ladayal reiterated his submission that the remediation order needed to include a clear evidence-based timetable, communication by Hightown by email and flexibility in respect of the schedule of defects should further problems arise. He wanted to emphasise the risk to the leaseholders if NKH were not appointed to do the works, given the extent of the works they had agreed to do. He also wanted the tribunal to take into account the impact on all of the leaseholders of any further delay in carrying out the works.

49. Mr Glenister submitted that the dispute about the programming indicated a cultural issue between the respondents. He preferred the approach of NKH to getting on with the works, provided there was effective communication with the leaseholders.

Hightown's case

50. By the time of the hearing, the respondents had agreed a draft remediation order, subject to the tribunal's determination as to the

relevant defects, the issue of the flat entrance doors, the length of the programme and other terms sought by the applicants.

51. In terms of the relevant defects, of the 15 defects identified, the dispute between the respondents' experts was limited to items 5,6 and 8 on the schedule in the draft order and, more fundamentally 9, as set out below:

No.	Relevant Defect	NKH position (in summary)
5	Compression of the rain screen cladding at floor levels which has forced the tiles out from the cladding lines. Stresses have been imposed on the tiles and brackets that they have not been designed to take.	Not a relevant defect as aesthetic and poses no building safety risk. However, NKH will carry out the remedial work proposed.
6	Uneven tile cladding at external corners. Here, there are concerns with the adequacy of the fittings to support multiple cantilevers and there is a possibility that fixing pull out could lead to further deflections of the bracketry meaning the tile clips would not then provide adequate support.	As above.
8	Poorly fixed timber batten fixing at one of the floor level aluminium trims.	As above.
9	Insufficient plasterboard linings to window reveals in some locations identified.	Further evidence required to determine whether the issue will compromise 60 minute fire resistance to the structure and therefore whether this is a relevant defect.

52. Ms Gillies submitted that section 120 of the BSA refers to "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. In the FTT remediation contribution proceedings in respect of Vista Tower (CAM/26UH/HYI/2022/0003) the tribunal had concluded that: "*Disagreement about whether a risk is tolerable, alone or with other factors, seems more likely (or logically) to be about whether or what action should be taken from time to time, not whether this is a relevant risk at all*". That passage was subject to an appeal to the Upper Tribunal but Hightown contends the FTT's approach was consistent with Parliament's intention.

53. In particular, she relied on the modern approach to statutory interpretation requiring the tribunal to ascertain the meaning of the words used in a statute in light of its context and purpose. As confirmed in Adriatic Land 5 Ltd v Long Leaseholders at Hippersley Point [2025]

EWCA Civ 856 at [145] and [161] the three main purposes which Parliament was seeking to achieve through the BSA are (i) to implement the recommendations of the Independent Review of Building Regulations and Fire Safety led by Dame Judith Hackitt; (ii) to ensure that fire safety defects in buildings are remedied; and (iii) to ensure that leaseholders are protected from unaffordable costs of remediation.

54. When considered by reference to those objectives the meaning of "relevant" defect is clear. A defect amounts to a relevant defect for the purposes of sections 123 and 124 and Schedule 8 of the BSA if:

    a. There is a hazard of the nature defined by section 120 (i.e. the spread of fire or building collapse) which has arisen as a result of anything done (or not done) or anything used (or not used) in connection with relevant works; and

    b. The risk arising from one of those hazards constitutes "a risk to the safety of people in or about the building".

55. The BSA could easily have provided a threshold for the amount of risk but chose not to. The fact that PAS 9980:2022 results in a low, medium tolerable, medium intolerable or high risk assessment is also irrelevant for the purposes of section 120.

56. The conclusion that any risk is sufficient is also consistent with the determination of whether to make a remediation order being in the tribunal's discretion, as confirmed by the FTT in the Vista Tower remediation order proceedings (CAM/26UJ/HYI/2022/0004). The amendment of section 120 to provide for "relevant steps" to be taken to prevent or reduce risks is further support for that conclusion.

57. With that in mind, Ms Gillies relied on Hightown's experts who had concluded that all of the disputed items were relevant defects.

58. As stated above, the Lands Chamber has since published its decision on the Vista Tower RCO. The President, having heard from Ms Gillies in similar terms, concluded at [253-4] that the reference to "a risk" in section 20(5) means any risk, including a low risk, assuming the other conditions in the BSA are satisfied. If a risk is low, he would expect that factor to play some part in the question of what remedial action is required. The President's views are expressed as guidance and *obiter*, since the issue was not pursued as a ground of appeal.

59. Hightown resists any order being made in relation to the flat entrance doors because they form part of the demise to the leaseholders under their leases. Hightown's only responsibility is in respect of the external decoration of the doors and this obligation was insufficient to make Hightown the "relevant landlord" under the BSA. Ms Gillies dealt with Mr Glenister's arguments in respect of the Fire Safety Order 2005 in closing but it is convenient to restate them here. In short, the duties under the Order in Article 5 only apply to matters within the responsible person's control (Article 5(2)). Article 5(4) makes it clear that means

where there is an obligation under any contract or tenancy to maintain the item. Under the lease, that responsibility lies with the leaseholder. Article 17 is clear that in those circumstances, Hightown's duty is met by requiring the leaseholder to do the works, not them.

60. Hightown had up until the lunch break of the final day insisted that the programme devised by their expert Airey Miller was preferable to that proposed by NKH. Following cross examination of Mr Mnili from that organisation, they conceded the point, subject to a request for a 6 month extension as provided by the tribunal in other cases.

61. As to the terms proposed by the applicants, Ms Gillies first objection was to the order including a start date, pointing out that the tribunal's powers as set out in section 123(2) of the BSA provided for a remediation order to identify a "specified time" by which the defects must be remedied or relevant steps undertaken, not a date for the commencement of those works.

62. The draft order agreed by the respondents required NKH to provide monthly updates and recorded Hightown's agreement to publish them on the leaseholder webpage. It also provided for a post-works FRAEW and EWS 1. In closing, in response to Mr Ladayal's request for confirmation of the standard of works, Ms Gillies suggested that Hightown could employ an agent or clerk of works to comment on what they'd observed as the works progressed and as part of the monthly reports.

63. Hightown's sole witness of fact was Donna Spikings. She had worked for Hightown for 8 years and was promoted to her current role of Head of Homeownership and Commercial in January 2020. As stated above, Ms Spikings was unable to attend the hearing for cross- examination but her witness statements were allowed in evidence by the parties, albeit not agreed.

64. In her first statement, dated 5 December 2025, Ms Spikings set out Hightown's role as a housing association and how it "*strived to ensure that those responsible for the defects (NKH) were held to account, rather than depleting the money available to Hightown to support Hightown's existing residents and to develop new housing units*". In contrast to the majority of Hightown's properties, Somerville Court is a private block and the owners of the flats are not social housing residents.

65. Ms Spikings confirms, although without dates, that following Grenfell, Hightown carried out a review of its portfolio to identify properties that they felt needed to be surveyed for fire safety defects. The Oaklands Estate, of which the Property formed part, was identified as high risk due to the amount of cladding on each block. As far as Ms Spikings was aware, none of the other blocks raised serious concerns. She refers to the FRAEW received in April 2023 for the Property but omits to mention the first report by Tri-Fire dated January 2021.

66. She confirms that Hightown do not employ any specialists and therefore they sought specialist advice from the outset, or at least following receipt of the 2023 report. That led to the desk top review by Virtus, the installation of the waking watch and the communal fire alarm system and further investigations and reports sought throughout 2023.

67. Her statement confirmed that discussions with NKH commenced in May 2023 and that NKH made offers to carry out certain works in October 2023 and March 2024. As the negotiations continued without resolution, Hightown was concerned "*by the apparently relaxed approach NKH has taken to the seriousness and extent of the fire safety defects in Somerville Court and Hightown's need for contractual certainty*." Hightown understood that the delay had been "*frustrating to*" the leaseholders but felt to agree to NKH carrying out the works without a detailed scope of works supported by expert opinion would only expose Hightown and the residents to more risk.

68. At that time, Hightown were still resisting a remediation order, although their position changed by the time of Ms Spikings' supplemental witness statement dated 23 December 2025. That statement covered both the remediation order and the remediation contribution order but for the purposes of this decision we will pick out comments in relation to the former.

69. In response to the "concerns" raised by the applicants as to her first statement, Ms Spikings accepted that Hightown had actually first become aware of "some" defects in 2021, having agreed with the leaseholders to instruct Tri-Fire to prepare an EWS 1 at their expense. At that stage, the leaseholders would also be liable for any remediation works required and so when the first EWS 1 was received, Hightown resolved to pursue an insurance claim, which was declined. It was only following the introduction of the BSA that Hightown recognised that it had certain rights and duties to pursue those responsible for the defects for the costs of remediation, i.e. NKH. Having sought legal advice, Hightown also became aware of its own responsibilities and for that reason requested the second report from Tri-Fire in 2022.

70. The rest of Ms Spikings' statement sought to justify the extent of communications with the applicants and the further delay in starting the works. The main reason given for the latter was the contrast in the approach to the works between Hightown and NKH, with criticism of NKH's Method Statement, compared to the approach taken by Hightown's advisors.

71. Hightown's first expert witness was Ross Findlay, a Chartered Engineer and a member of the Institution of Structural Engineers, of JP Chick & Partners. His expert report was dated 5 December 2023 and his report dealing with the areas remaining in dispute was dated 2 October 2025. Three of those were items 5, 6 and 8 as set out in the table above. He was also able to comment on item 9, from the perspective of a structural engineer.

72. In respect of item 5, the compression of the tile rain screen cladding, his report confirmed that the compression had induced additional stresses on both the tile clip rivets and the tile themselves, which are both likely to be under greater stress than they were designed for. Sudden brittle failure was therefore possible (i.e. a tile falling off) and for that reason he did not consider item 5 could be ruled out as a relevant defect.

73. While he accepted that the risk of brittle failure arising out of the uneven tile cladding at external corners, item 6, was lower than with item 5 – he considered there was a risk of "pull-out" (i.e. a tile falling off) due to the increased forces on the fixings back to the wall.

74. For item 8, the fixing of the timber batten was very poor, with the batten easily and obviously moved under very light hand pressure. The batten is behind a long and lightweight aluminium floor level trim and Mr Findlay conceded that the risk of the trim failing and falling from the building was low.

75. The window reveals, item 9, were considered in an addendum report dated 7 January 2026. Mr Findlay confirmed his understanding that the external walls of the building were required to have 60 minutes fire resistance and that this was intended to be provided by two layers of plasterboard cladding fixed to the inside face of the timber framing. The inspection on 15 December 2025 found that the base layer of plasterboard had been cut back to accommodate straps fixing the windows and balcony doors to the timber frame.

76. NKH's Fire Safety expert, Dr Crowder, had opined that adequate fire protection would still be provided in these areas by a combination of the single uninterrupted layer of plasterboard and charring of the structural timber behind. His view was that the charring damage sustained would be very unlikely to have an adverse effect on the structure of the building.

77. Although Mr Findlay recognised that considering charring is a legitimate means of ensuring a structural element performs adequately in a fire situation, charring calculations are generally undertaken at the design stage and had not been produced for the Property. He stated that a conclusion could not be made as to whether this item was safe without sight of the timber frame specialists' drawings or calculations. He also raised other risks which to some extent had been assuaged following the provision of further information from NKH.

78. Mr Williams, the tribunal's expert member, asked Mr Findlay whether evidence from a series of recent fires in similar properties where timber framed buildings did not perform as expected changed his view as to the importance of further calculations to determine the risk. Mr Findlay confirmed that the industry relied on calculations.

79. The next expert called by Hightown was Mr Gerald McLean, Chartered Architect and principal of Expert Architect Limited. He had been instructed for the inspection on 30 May 2023. His report following that inspection had remained in draft form until 2025. His final report was

dated 1 October 2025, in addition to which he had made comments on the Scott Schedule having spoken to Mr Speller of NKH. He had also produced a supplemental report on 9 January 2026 in respect of the window reveals.

80. He considered that items 5, 6 and 8 were probably relevant defects due to the risk of the terracotta tiles or aluminium trim falling off the building. His supplemental report confirmed the issue in relation to the window reveals, albeit he considered that whether the resulting construction achieves the 60 minute standard recommended in Approved Document B was a matter for fire engineering rather than architectural expertise. However, Mr McLean was able to clarify that any necessary works would be done internally and in reasonably short order, without the need to decant the residents or remove the windows.

81. The tribunal decided that the evidence of the remaining fire safety experts would be heard together, a practice known as "hot tubbing". Hightown's expert was Mr Steve Cooper of Virtus Fire Engineering Limited. He had carried out the desktop review of Tri-Fire's FRAEW and recommended the interim measures carried out by Hightown in 2023. He had subsequently met with NKH's expert, Dr Crowder, to produce a joint statement dated 12 September 2025 and provided his report on areas of disagreement on 1 October 2025. His addendum report dated 8 January 2026 dealt with the window reveals.

82. Dr Crowder of DCHH Experts LLP had been instructed by NKH shortly before the inspection on 6 October 2023. His report on areas of disagreement was dated 2 October 2025. In summary, there was only one area of disagreement, concerning the window reveals. That said, both experts were in agreement that further work had to be done to assess whether the structure would in fact provide 60 minutes fire resistance. The first option was to obtain the detailed calculations from the timber framing contractors. If they were unavailable, the second option was to submit a replicate structure to testing for fire resistance. It was only if either option failed to provide satisfaction that a remediation strategy would need to be considered. The difference between the experts was that Mr Cooper felt the fact that the plasterboard had been cut back was a defect, while Dr Crowder considered that until the fire resistance could be established, it was not possible to conclude that there was a relevant defect.

83. Mr Williams queried Dr Crowder's reference in support of his conclusions to the lack of disproportionate collapse in the case of the Waterfront Apartments, when there were several more recent examples of fires in timber framed buildings where disproportionate collapse had occurred. His response was that he was instructed in two of the most recent cases so could not comment on them in a report for these proceedings. Waterfront was a property for which he had sufficient information to comment authoritatively. He also pointed out that in some of the cases, collapse occurred after 60 minutes and after evacuation. The key issue for him was whether there was any risk to life.

84. Mr Cooper confirmed that he was closely involved with one of the disproportionate collapse cases cited by Mr Williams. His view was that the collapse was partly due to issues with firefighting. No one was killed or injured in the evacuation. He confirmed that the regulations are to minimise death or injury during that process not to prevent collapse of the building altogether.

85. Neither expert thought there was any risk of the spread of fire or smoke from the issue.

86. Hightown's final expert was Mr Mnili of Airey Miller, who had produced various programmes for the works. That evidence was also dealt with by way of "hot tubbing" with Mr Speller of NKH and will therefore be considered as part of the summary of NKH's case below.

NKH's Case

87. As stated above, by the time of the hearing, there were only really two issues in dispute: the extent of the relevant defects and the timescales for the works or programming.

88. The main objection in relation to relevant defects set out in the table at paragraph 51 was in respect of the item 9 (the window reveals). In respect of items 5,6 and 8 (tile issues and the timber batten), NKH did not admit they are relevant defects but did not advance a positive case during the hearing as they had agreed to carry out the proposed remedial works in any event. In respect of the window reveals, again NKH would not advance a positive case as the fire safety experts had reached an agreement that further work was required to be able to confirm whether the existing structure provides 60 minutes fire resistance or not. For that reason, NKH agreed to any remedial works for the window reveals being described as "*Ensure that plasterboard linings to window reveals are remediated where necessary to provide not less than 60 minutes fire resistance to the structure*."

89. The main dispute as to the programme was Hightown's insistence on a Pre Contract Service Agreement (PCSA) and the overall length proposed by Airey Miller, Hightown's expert. NKH's position was that they had everything in place to proceed, subject to planning permission, which should be straight forward as they planned to install the aluminium that was originally specified and which would be identical in external appearance to the ACM.

90. NKH's sole factual witness was Kelly Speller, a RICS Chartered Quantity Surveyor. He is a Director of NKH and other entities in that group. Prior to joining NKH in 1998, he worked for Taylor Woodrow for 6 years and Berkeley Homes for about 5 years. NKH as the developer is in effect the main contractor/customer. They contract out the building works to experts and sub-contractors with supervision by their in-house technical team.

91. Mr Speller stated that the St Albans site had been purchased by Hightown with planning permission. Under the development agreement with NKH, the site was further divided into sites A-D. The Property was Block 13 and part of site C. From memory, Mr Speller thought it was the last block in site C to be constructed. The underground car park and transfer slab were completed first, followed by the timber frame. He thought the same expert team and contractors would also have worked on the Property, being Peter Taylor Architects, Southern Maze for the cladding and Cygma for the timber frame, with Barton Engineering as the structural engineers. Supervision was carried out by a directly employed site management team and building control by an approved inspector.

92. Ms Gillies suggested that NKH had failed to provide Hightown with all of the original plans and documents specified in the Development Agreement on handover. Mr Speller found that hard to believe. He recalled that Hightown's agent, BPM Project Management Ltd, had been extremely rigorous and refused handover on other blocks even if a few documents were missing, although he had no personal recollection in respect of the Property.

93. He was then asked about the steps NKH took after Grenfell. He explained that NKH reviewed past projects, looking at the height of the buildings, the cladding used and the architects in order to determine their level of risk. There were over 3,000 units on 117 sites. Having looked at the design plans for St Albans, which specified pressed aluminium sheet with no insulation, NKH considered the site low risk. Briefing packs were put together for each site which is why NKH were able to respond to the 2017 query so quickly.

94. He had no recollection of the correspondence with Alister Wolfisz of Hightown in 2021 but agreed that he had sent him wall section drawings on 6 July 2021.

95. Mr Speller also had no personal recollection of Hightown's letter before claim dated 26 May 2023 (a Friday) but did recall that it arrived the day before the inspection on 30 May 2023, which he managed to attend. It wasn't until he stood in front of the Property that he realised the cladding was different to the design choice. He has since established that during construction Southern Maze had advised of a delay with the originally specified product and offered the ACM as a "like for like" replacement.

96. His witness statement explained that delays had been caused by Hightown's failure to provide NKH with copies of their reports from the outset. However, having discovered from the inspection that ACM was on the Property, in October 2023 NKH agreed to replace it and carry out any other fire safety remedial work that Dr Crowder believed was necessary. There were further delays in reaching agreement as to the actual works to be undertaken, which again Mr Speller thought were due

to Hightown and their experts, the last barrier being the schedules produced by Airey Miller, Hightown's programming expert.

97. NKH's focus had always been on replacing the ACM as soon as possible. They had a contractor lined up who had worked on other Hightown sites and estimated a period of just 12 weeks to remove the ACM and replace it with the original design choice. The planning pack had also been prepared and NKH were ready to do the works as soon as the agreement could be finalised between them and Hightown.

98. As explained above, the tribunal then heard from Mr Mnili of Airey Miller, together with Mr Speller. Following that exercise, Hightown agreed to accept NKH's timeline, together with a 6 month extension. In summary, it became clear during the discussion that Airey Miller's programme was based on a generic approach developed through discussions with their own contacts and did not take into account the agreement already reached in respect of the works or the proposals by NKH's chosen subcontractors, of which they were unaware. Mr Mnili stated that in his experience, contractors would often give an inadequate time estimate to win the contract.

99. Airey Miller had also estimated 78 weeks for the works as opposed to NKH's 47 weeks, due to their concerns about whether there would be an issue with the weight of scaffolding on the transfer slab, potential water damage to the sheathing board behind the cladding and the risk of delays with access for any internal works to the flats. Mr Speller considered that neither the scaffolding nor the sheathing boards would be an issue. Scaffolding was not being used around the whole building (although it had of course been in situ when it was built) and the design incorporated features to reduce the risk of water damage to the sheathing board. In any event, NKH had added plenty of margin to their programme to allow for unforeseen problems and access issues.

100. In closing, Ms Green emphasised that NKH were proceeding at their risk but had confidence in their programme. On relevant defects, she emphasised that NKH's position was as set out in the Scott Schedule, replicated in the table at paragraph 51. In respect of the window reveals, she submitted that in the light of agreement between the experts, the tribunal could only say that there was a risk of a risk, which she submitted was insufficient to be determined a relevant defect under the BSA.

The Tribunal's decision

101. The tribunal consider that the leaseholders are right to feel let down by Hightown. The implication of Ms Spikings' first statement was that as private residents they were somehow less important than Hightown's social housing residents. Her omission of any reference to the EWS 1 produced in January 2021, which confirmed that works were required to make the residents safe, also spoke volumes. We accept that at this time, the leaseholders would have been responsible for the costs of any work,

unless a third party or insurer would accept liability but consider that Hightown took insufficient regard at that point of its duty to its own leaseholders. In particular, there should have been senior management level contact with NKH who may well have realised the mistake as to the cladding at that time and offered to do the works much earlier. Hightown should also have listened to the leaseholders in 2022 when they suggested pursuing NKH, as opposed to assuming, wrongly, that NKH would refuse to do the work.

102. Mr Glenister was also right to identify the total clash of culture between Hightown and NKH, once the developers were engaged. Both Mr Speller and his expert Dr Crowder were highly credible witnesses. NKH, in contrast with the insurers, were very quick to accept responsibility and offer to replace the ACM and any other work recommended by Dr Crowder. Ms Gilles criticised that approach but at the end of the day there was nothing of substance between Dr Crowder and Mr Cooper for Hightown. Both were clearly highly competent and professional experts and once they met as set down in the tribunal's directions, were quick to reach agreement on the important issues.

103. The tribunal considers that Hightown's criticism of NKH's approach to the specification of the works and their timeline is similarly misplaced. In truth, the Method Statement produced by NKH in 2024 contained perfectly adequate details of the works it had then agreed to do in respect of the removal of the ACM and timber cladding, works to the terracotta rainscreen, new cavity barriers and fire stopping. The evidence was unclear as to the reasons for the continued delay since then but again, the tribunal considers that Hightown had insufficient regard for the plight of the leaseholders and the real impact on them of that delay, both financial and psychological. The reference to that delay as merely "frustrating" to the leaseholders in Ms Spikings' first statement supports that conclusion.

104. Hightown's total reliance on experts and their apparent need to specify everything that could be wrong with the property before the works could commence has obviously led to yet further delay and cost. Their other experts appeared to be perfectly competent but largely unnecessary. As Mr Speller observed, the priority for this Property is the removal of the ACM (and timber) cladding. Again, Hightown took their eye off that ball as their extraordinarily cautious approach led to further cost and delay. This was most obvious when the tribunal heard from Mr Mnili and Mr Speller as to the programme, as it became clear that Airey Miller's timeline was based on a theoretical approach which took no account of the steps already taken by NKH to prepare for carrying out the works. Hightown conceded that point over the lunch break on the final day of the hearing, much later than they should have done.

105. As to the defects in dispute, NKH had agreed to undertake all remedial works and therefore did not advance a positive case at the hearing. That said, the tribunal agrees with their position in the Scott Schedule that the compression of the tile rain screen cladding, uneven tiles at the external

corners and poorly fixed timber batten at floor level are not relevant defects. While we recognise the comments of the President in the Vista Tower RCO appeal are not binding on us, they are consistent with our view that any risk is sufficient. However, that risk must be 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. We consider that a brittle tile falling from the building or some aluminium trim at floor level becoming detached will cause neither building safety risk. Neither Mr Cooper nor Dr Crowder thought the risk from those items was a fire safety issue. Although Hightown relied on Mr Findlay's report which stated those risks were "structural", he made no attempt – rightly in our view - to describe them as building collapse. NKH were right to characterise those items as posing no building safety risk.

106. By way of contrast, the tribunal do consider that the newly discovered issue of the window reveals is a building safety risk as defined by the BSA. Although Ms Green described it as "a risk of a risk", we, supported by the Upper Tribunal, are clear that any risk will do. Obviously, we are here talking of a risk of building collapse arising from the spread of fire. That said, both experts clearly considered the risk to be low and appeared to the tribunal to expect that the further testing would provide confirmation that no further works would be necessary.

107. Hightown have now agreed to a remediation order, which we consider is essential, given the delays to date. The draft order agreed by the respondents included commitments by NKH. However, since a remediation order can only be made against Hightown, we propose to record the agreements made by NKH in respect of works and other matters in this decision rather than in the order itself. In particular, the order is made on the basis that Hightown and NKH will at last enter into a contract for NKH to do the works. As part of that contract, NKH have agreed to undertake all the works or further investigations mentioned in the Scott Schedule (including the items mentioned in paragraph 105 above) and any works necessary to the entrance doors to the flats to bring them into compliance with the relevant Building Regulations. NKH have also agreed to provide monthly progress reports to Hightown and procure a FRAEW and new ESW 1 once the works have been completed.

108. The remediation order against Hightown is made on the basis that it is a relevant landlord as defined in the BSA. On that point, the tribunal agrees that the flat entrance doors are not its responsibility either under the lease or the Fire Safety Order 2005, as Hightown is not the "responsible person" in control of the doors as defined in that Order. However, NKH have agreed to attend to any issues and therefore the leaseholders' interests will be protected as long as NKH are given the contract.

109. The remediation order can also only specify the relevant defects. That means that items 5, 6 and 8 as set out in the table at paragraph 51 above will be omitted but again, NKH have agreed to do the remedial works

required and therefore if they enter into the contract the leaseholders' interests will be protected.

110. The order will oblige Hightown to provide monthly reports to the leaseholders. The tribunal considers that separate emails to the applicants are not necessary but obviously any applications to vary the order must be copied to all parties in these proceedings, which should give the applicants advance notice of anything significant.

111. The order will also oblige Hightown to provide a FRAEW and EWS 1 on completion of the works. These and the monthly reports are Hightown's benefit of the contract with NKH being finalised. The tribunal considers that any further quality control will only add to the costs of the works and risk further delay. NKH are clearly a reputable developer and the tribunal considers that the applicants can have confidence in their ability to supervise the works which are to be carried out at their risk. The works will also be signed off by building control.

112. As to the length of the programme and therefore the date by which the defects must be remedied, Hightown has agreed to proceed on NKH's timeline. That should now start with the contract being signed by 28 February 2026, moving the programme on by a month so that practical completion should be on 4 July 2027. To this date, the tribunal proposes to add 3 months to allow for any unforeseen issues. We consider 6 months is too long, given the relatively straightforward nature of the works and the familiarity of NKH with the Property but accept that it is sensible to build in some extra leeway for which no application to the tribunal will be required.

113. On that point, the order will also allow the works to be varied by agreement between the parties. That must include the applicants. In default of agreement, the issue will need to be referred to the tribunal but we hope that will not be necessary.

114. The tribunal have also agreed directions for Hightown to return to the tribunal in short order in the event that they fail to enter into the contract with NKH by 28 February 2026. Given the obvious advantage to all parties of NKH doing the works, we fervently hope this will also not be necessary.

115. Finally, the second to fourth applicants made an application under section 20C of the Landlord and Tenant Act 1985 for an order preventing Hightown from claiming the costs of these proceedings as a service charge. As stated above, Hightown agreed with them that "*any costs incurred or to be incurred in remedying or otherwise in connection with the relevant defects specified in this order (including but not limited to Hightown's costs of the Remediation Order proceedings) shall not form part of any claim for payment which Hightown might otherwise have benefitted to recover from leaseholders or their successors in title, whether qualifying or non-qualifying*". This agreement goes wider than any decision the tribunal can make on the

application, which affects only the costs of these proceedings and only the second to fourth applicants but on the basis of the tribunal's findings as set out in this decision and for the avoidance of doubt, the tribunal considers it just and equitable to make the order sought.

Judge Wayte

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).

In the FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Tribunal case reference	**:**	**CAM/26UG/BSA/2025/0003**
Property	**:**	**Somerville Court, Newsom Place, St Albans AL1 3DA**
Applicants	**:**	**1.Mr Ditson and Mrs Jolanta Ladayal** **2.Ms Karen Finn and Mr David Waghorn** **3.Ms Lilian Goldberg (R Gold Ltd)** **4.Mr Alex Sherratt**
Representatives	**:**	**1.Mr Ditson Ladayal** **2-4.Mr Francis Glenister**
Respondents	**:**	**1.Hightown Housing Association Limited** **2.Nicholas King Homes Plc**
Representatives	**:**	**1.Jennie Gillies, instructed by Devonshires Solicitors** **2.Mattie Green, instructed by Knights Solicitors**
Type of application	**:**	**Remediation order: Section 123 Building Safety Act 2022**
Tribunal	**:**	**Judge Wayte** **Judge MacQueen** **Tribunal Member Williams**
Date	**:**	**9 February 2026**

REMEDIATION ORDER

IT IS ORDERED THAT:

1. By no later than **4 October 2027** the First Respondent, Hightown Housing Association Limited (the relevant landlord) shall remedy the relevant defects summarised in the attached Schedule 1, providing the Applicants and the leaseholders with monthly progress reports as to the works completed, planned and any newly identified defects.

2. The First Respondent may comply with paragraph 1 by carrying out and completing the remedial works, as set out in Schedule 1 attached to this order. If the First Respondent proposes to comply with paragraph 1 by carrying out different works, they shall notify the Applicants and use all reasonable endeavours to notify the other leaseholders of the Building as soon as practicable, explaining their proposed variations and their reasons, with copies of any essential supporting documents. If the Applicants do not agree with the First Respondent's proposals they must refer the dispute to the tribunal, as set out in paragraph 7 below.

3. The First Respondent shall carry out the Works and remedy the specified Relevant Defects in compliance with the Building Regulations applicable at the time the remedial work is carried out, so that the Relevant Defects no longer exist and such that a post-Works Fire Risk Appraisal of External Walls (FRAEW) pursuant to PAS9980:2022 should not prevent a satisfactory Form EWS1:External Wall System Fire Review (EWS1) from being issued.

4. The First Respondent shall make good any damage caused to the Building, including any individual dwelling and common parts. Any damage to any individual dwelling must be made good as soon as practicable and in any event within 3 months. Any damage to the common parts should also be made good as soon as practicable but in any event by the deadline set out at paragraph 1 above.

5. If the First Respondent will be unable to comply with paragraphs 2, 3 or 4 by 4 October 2027 (or any later completion date proposed in any notification under this paragraph 5, they shall as soon as practicable notify the Applicants and use all reasonable endeavours to notify the other leaseholders of the Building, explaining their new proposed completion date and their reasons, with copies of any supporting documents.

6. The parties have permission to apply to the Tribunal at any time after 4 July 2027 to extend time for compliance with this Order and/or

determine any dispute between the parties about whether the time for compliance with this Order should be extended.

7. Any application 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. Permission is given hereby (without the need to apply further) for the parties to rely on relevant expert evidence in support of their respective positions in the application. The application must also identify a realistic time estimate for the hearing of the application.

8. The First Respondent shall notify the Tribunal and the Applicants and the leaseholders of the residential apartments in the relevant building that it has complied with this Order, within one month of the certified date of practical completion of the Works, providing copies of:
    i. The practical completion certificate; and
    ii. The FRAEW obtained in accordance with paragraph 3 above.

9. This Order is made solely for the purpose of securing the carrying out of remedial works under section 123 of the BSA 2022. It does not determine or prejudice any question of liability for the costs of such works.

10. Pursuant to section 123(7) of the BSA 2022, this Order is enforceable with the permission of the County Court in the same way as if it were an order of that court.

Schedule 1: Schedule of Relevant Defects and the Works

Schedule 1: Schedule of Defects		
No.	**Relevant Defect**	**Proposed Remedial Solution**
1	Missing cavity barriers.	Cavity barriers to be provided in line with fire compartment walls and floors, at the top, base and edges of cavities, around duct penetrations and around windows to all external
2	Cavity barriers which have been inadequately or incorrectly installed.	Cavity barriers to be removed and re-installed correctly and in accordance with the manufacturer's instructions, where these have been installed inadequately or incorrectly, such that they will not inhibit the spread of fire and smoke in the wall cavities, to all external wall and cladding systems.
3	The presence of ACM Cladding on the external walls	ACM cladding to be removed and replaced with products/materials that satisfy current requirements.
4	Inadequate fixing of ACM cladding – adhesive strips debonding	Replace the ACM cladding with products/materials that satisfy current requirements and which are to be mechanically fixed to support brackets.
5	The presence of timber cladding and a timber support system.	Timber cladding and timber support system to be removed and replaced with products / materials that satisfy current requirements.
6	Insufficient plasterboard linings to window reveals.	Ensure that plasterboard linings to window reveals are remediated where necessary to provide not less than 60 minutes fire resistance to the structure.
7	Insufficient fire stopping to all services and penetrations that pass through fire resisting walls.	Fire stopping to all services and penetrations that pass through fire resisting walls, replacing any unidentified expanding foam that was applied at construction stage.
8	Incomplete and unidentified expanding foam.	Remove and replace the incomplete and unidentified expanding foam used to fire stop the gaps between timber fire door frames and the door reveals.
9	20mm threshold gap to the AOV door at the first floor	AOV door at the first floor to be adjusted to reduce 20mm threshold gap.
10	Defective intumescent collars/wraps.	Intumescent collars/wraps to be provided to white plastic UPVC ventilation extract ducts where they pass through fire resisting walls

		between habitable rooms and protected entrance halls within flats.
11	Defective fire stopping and / or intumescent pipe wraps or similar.	Fire stopping and / or intumescent pipe wraps (or similar) to be provided to UPVC SVPs where they pass through fire compartment floors.
12	Compromised compartmentation in the smoke shaft.	Such works as are necessary to remediate ~~any~~ the relevant defects discovered in the investigation of the smoke shaft on 15 December 2025.