



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

Case Reference : **MAN/00CJ/BSD/2026/0001**

Property : **Marconi House, Newcastle Upon Tyne NE1
2JS**

Applicant : **Shenstone Properties Ltd**

Representative : **Paul Letman (Counsel)
JB Leitch Solicitors**

Respondent : **Marconi House RTM Company Ltd**

Representative : **Mattie Green (Counsel)
Howard Kennedy LLP**

Type of Application : **Appeal by other landlord against a notice of liability to pay a share of a remediation amount.
Paragraph 5 of Regulation 3 of The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022/859 (“the LPI Regulations”)**

Tribunal Members : **Judge J Hadley
Regional Judge N Walsh**

Date of Hearing : **24 April 2026**

CASE MANAGEMENT DECISION – PRELIMINARY ISSUE

DECISION

- A. The Tribunal makes a finding of fact that the Applicant did receive the Regulation 3 Notice on 20 November 2025 such that the Applicant's appeal was made out of time.**
- B. The Tribunal determines that it does not have jurisdiction to extend the timescale for appeal set out in Regulation 3 (5) of The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022/859 (as amended).**

REASONS

The case management hearing

1. On 29 January 2026, the Tribunal received an application made under Regulation 3 (5) of The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022/859 (as amended) (“the LPI Regulations”). The purpose of the application is to appeal the notice served by the Respondent on the Applicant dated 18 November 2025 pursuant to Regulation 3 of the LPI Regulations, requiring the Applicant to pay the costs of relevant measures relating to relevant defects (“the remediation amounts”) in relation to Marconi House, Newcastle Upon Tyne NE1 2JS in the amount of £4,117,377.44 (“the Regulation 3 Notice”).
2. A preliminary issue has arisen as to whether the appeal was made in time. Under Regulation 3 (5) of the LPI Regulations, an appeal may be made within 30 days of the notification. The Applicant's position is that the Regulation 3 Notice was received on 12 January 2026 and that its appeal was in time. However, the Respondent disputes the date of service of the Regulation 3 Notice and says that it was received on 20 November 2025, making the appeal out of time. Insofar as the Tribunal subsequently finds that the appeal was out of time, the Applicant has submitted a without prejudice, protective application for an extension of time.
3. A case management hearing was listed on 24 April 2026 to determine this preliminary issue and, in particular:
 - a. When the Regulation 3 Notice was served (and, therefore, whether it was out of time); and
 - b. If the appeal was out of time, whether the Tribunal can / should grant an extension of time / relief from sanctions to the Applicant.

The latter issue raises two points: (i) whether the Tribunal has jurisdiction to extend time and (ii) whether it should do so / grant relief.

4. To facilitate that hearing, on 3 February 2026, both parties were directed to submit written submissions and any evidence they wished to rely upon in support of their position. Both parties submitted written submissions. The Respondent submitted evidence in the form of the Witness Statement of Jonathan Michael Whittaker dated 9 March 2026, and the Applicant's evidence was in the form of the Witness Statement of Raymond Mansell dated 14 April 2026.
5. Attending the case management hearing for the Applicant was Paul Letman (Counsel), and Aisling McWilliams of JB Leitch Ltd. Attending for the Respondent was Mattie Green (Counsel), Mark Pritchard and Maeve Tebbutt both of Howard Kennedy LLP, Jon Whittaker (Director) and Stephen Ives-Keeler (Director). The Applicant's witness, Mr Mansell, did not attend.
6. The Tribunal had before it a hearing bundle (97 pages), an authorities bundle (277 pages), the Applicant's Skeleton Argument (7 pages) and the Respondent's Skeleton Argument (10 pages).
7. The Tribunal reserved its decision.

Preliminary issue relating to evidence

8. The Applicant's witness, Mr Mansell, did not attend, and Mr Letman confirmed that he did not intend to cross-examine the Respondent's witness, Mr Whittaker.
9. Ms Green said that she did have questions for Mr Mansell that she was now unable to ask him. The Tribunal would need to determine issues of fact and so she had anticipated there would be the opportunity for cross-examination of his evidence. She was not sure why Mr Mansell had not attended and considered that his evidence should be excluded.
10. Mr Letman said that, as the matter had been listed as a case management hearing, it would be unusual for witnesses to attend, and his witness did not make provision to be present. The Tribunal had directed that witness evidence be submitted in advance of today and his witnesses' evidence should not be excluded.
11. The Tribunal considered the Case Management Note and Directions dated 3 February 2026 which required the parties to submit any witness evidence upon which they wished to rely in advance of the hearing on 24 April 2026. Whilst the witnesses were not expressly required to attend the hearing by the directions, it was clear what issues would be determined at the hearing, and the witnesses were free to attend the hearing to be questioned in the usual way. Therefore, whilst the Tribunal would not exclude Mr Mansell's written evidence, the Tribunal considered that it may draw adverse inferences from the fact that Mr Mansell had not attended to be questioned.

Background facts

12. The appeal relates to Marconi House, Newcastle Upon Tyne NE1 2JS (“the Building”) which is a relevant building for the purposes of Part 5 of the Building Safety Act 2022 (“the 2022 Act”). The Building is a development of 73 residential apartments which are let under long leases.
13. The Applicant is and has been the freeholder of the Building since about July 2005 and the landlord under the apartment leases.
14. The Respondent acquired the Right to Manage the Building prior to 14 February 2022 and is the principal accountable person with contractual and statutory obligations in relation to the assessment and management of building safety risks at the Building.
15. The Respondent has identified defects at the Building which it says are relevant defects under the 2022 Act. The purpose of it serving the Regulation 3 Notice on the Applicant was to recover the cost of repairing those defects from the Applicant on the basis it is a “responsible landlord” under the 2022 Act, such costs not being recoverable from the leaseholders as service charges under the leases.
16. The Applicant seeks to appeal the Regulation 3 Notice on both statutory grounds, that is:
 - a. that the remediation amount does not represent the cost of the relevant measure (in particular, the Applicant disputes the existence of the defects, challenges the extent of the cost of remediation, and the inclusion of legal costs);
 - b. that the person sent the notice is not a responsible landlord.
17. Prior to service of the Regulation 3 Notice in question, the Respondent attempted to serve an earlier notice under Regulation 3 on the Applicant dated 25 September 2025 (“the September Notice”) which the Applicant accepts it received. However, that earlier notice was invalid. In response to the September Notice, the Applicants instructed their solicitors, JB Leitch.
18. The Respondent has produced evidence from Royal Mail of the delivery record for the September Notice. This includes a photograph of the legs of a person stood at the open internal entrance of the premises, a signature (or “squiggle”) and the name of the person who signed for it which is stated to be “MOOR”.
19. The Respondent has produced similar evidence from Royal Mail of the delivery record for the Regulation 3 Notice. This includes a photograph showing the closed internal door of the premises with the legs of someone visible behind it, a “squiggle” signature and the name “MANSRL”.

20. The Respondent has produced evidence from Royal Mail of the delivery records of two other letters sent to the Applicant dated 16 May 2024 and 13 December 2024. The first states the name of the person who signed for it as “MANSELL” and the second as “SHENSTONE.” The former also shows a “squiggle” signature but neither of these records include a photograph.
21. Notwithstanding the delivery records provided by Royal Mail, the Applicant says it did not receive the Regulation 3 Notice, nor the letters dated 16 May 2004 and 13 December 2024. The Applicant says that it first became aware of the Regulation 3 Notice when it received a Statutory Demand in relation to the same on 12 January 2026.

The Law

22. The key provisions are set out in Regulation 3 of the LPI Regulations and are as follows:

3. Recovery of amounts from other landlords: cases under paragraph 2 of Schedule 8

- (1) This regulation applies where, in relation to a lease of premises in a relevant building, a landlord (L) has paid or is liable to pay the cost of a relevant measure relating to a relevant defect (“the remediation amount”) which, but for paragraph 2 of Schedule 8 of the Act, would have been payable as a service charge by a tenant under the lease.*
- (2) Where this regulation applies the responsible landlord is liable to pay L the remediation amount, and where, in relation to a particular relevant defect, two or more persons are responsible landlords, each person is jointly and severally liable for the remediation amount.*
- (3) To recover the remediation amount from the responsible landlord or responsible landlords liable under paragraph (2) L must give to at least one responsible landlord a notice which contains the information set out in paragraph (3B).*
- (3A) Only a responsible landlord to whom L has given a notice under paragraph (3) can be required to pay the remediation amount.*
- (3B) The information which the notice given under paragraph (3) must contain is-*
- (a) the remediation amount that L has paid or the remediation amount that L expects to pay;*
- (b) the time limit for appealing under paragraph (5) to the First-tier Tribunal and for applying under paragraph (5A) for an extension of that time limit;*

(c) the possible grounds of appeal.

(4) The remediation amount may not include any amount which L is entitled to recover under regulations 4 or 5 but nothing in this regulation prevents L from seeking to recover amounts under regulation 4 or 5.

(5) A person who is notified by L of a requirement to pay all or part of the remediation amount referred to in paragraph (2) may appeal to the First-tier Tribunal within 30 days of the notification, specifying the grounds of appeal.

(5A) A person who has received a notice under paragraph (3) may apply to the First-tier Tribunal to extend the time limit for lodging an appeal under paragraph (5).

(5B) An application under paragraph (5A) must be made within 30 days of the notification under paragraph (3)

(5C) In response to an application under (5A) the First-tier Tribunal may grant an extension of the time limit for lodging an appeal by no more than 30 days.

(6) The grounds of appeal are-

(a) that the remediation amount does not represent the cost of the relevant measure; or

(b) That the person sent the notice is not a responsible landlord.

(6A) Where an appeal made on the grounds specified in paragraph (6) (a)-

(a) is unsuccessful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is required to pay the remediation amount set out in the notice unless the person's liability has been discharged by payment of the remediation amount by another recipient of the notice;

(b) is successful, subject to the outcome of an appeal on another ground under this regulation the First-tier Tribunal must substitute the remediation amount it rules is the correct one for the remediation amount in the notice.

(6B) Where an appeal made on the grounds specified in paragraph (6) (b)-

(a) is unsuccessful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is required to pay the remediation amount set out in the notice unless that person's liability has been discharged by payment of the remediation amount by another recipient of the notice;

(b) is successful, the person who was notified by L is not required to pay the remediation amount set out in the notice.

...

The Applicant's submissions

First issue

23. Under the normal principles of service (e.g. under section 7 of the Interpretation Act 1978), for the Regulation 3 Notice to have been given it must have been *received* by the Applicant.
24. The Applicant denies that the Regulation 3 Notice was received by it on 20 November 2025. It admits that the letter was recorded that day as signed for by "MANSRL" (which it admits is like Mansell, the name of a director of the company) and that Royal Mail's tracking photo shows the entrance of the Applicant's offices.
25. However, the Applicant relies on Mr Mansell's evidence that he did not sign for or take delivery of the notice, and it was not received on 20 November 2025 nor before 12 January 2026. In particular:
 - a. the Applicant is the only occupier of the premises at which the notice was delivered and Mr Mansell says that neither he, nor his wife, nor "*the young lady in an adjacent office [also] on the ground floor*" signed for the notice (those being the only three people who could have signed for it);
 - b. The "signature" on the Royal Mail record of delivery is merely a "squiggle" and does not match Mr Mansell's signature (as shown on his witness statement). Mr Mansell says "*the squiggle as a signature in the photograph is not from any of us as we always sign with our names which are legible. ..No one from our office has signed for that post*";
 - c. Mr Mansell says that there have been issues with postal deliveries at the premises before; "*the postman sometimes leaves the post outside the glass door and squiggles a signature for it...If the post is left there in this way, it can easily go astray...and will be cleared away by the cleaners. We have reported this to the sorting office when recorded mail is dealt with like this.*" There have been two other instances where post sent by the Respondent has not been delivered; the Applicant says that it did not receive letters sent by recorded delivery dated 16 May 2024 and 13 December 2024. The first was signed for by "MANSELL" and the second by "SHENSTONE" (no one is called Shenstone at the Applicant's office). Mr Letman says that this supports the Applicant's position and is clear evidence of important post not being received;
 - d. Mr Mansell says that the Applicant has not been selective in terms of the post it says it has received. It received the September Notice and promptly referred it to its solicitor. Mr Letman submitted

that Mr Mansell could not have been selective since he could not have known that the September Notice was invalid at that time.

26. In comparison to the evidence of delivery for the September Notice, Mr Letman submitted that the evidence in respect of the Regulation 3 Notice was very different. The September Notice had been signed for by “MOOR” and the photograph showed the door open with someone stood at it receiving the letter. The Regulation 3 Notice had allegedly been signed for by “MANSRL” (which cannot be the same person) and the photograph showed the door closed with someone in the background.
27. Mr Letman submitted that it does not make sense that the Applicant would not have passed the Regulation 3 Notice to its solicitors (as it had done with the September Notice) if it had received the Regulation 3 Notice. There was no explanation for ignoring the Regulation 3 Notice. The only reasonable inference, when looking at the facts more broadly, was that the Regulation 3 Notice was not received by the Applicant. It is the receiving party who knows whether they received it or not.

Second issue

28. Mr Letman submitted that the Tribunal has jurisdiction under Rule 6 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Rules”) (case management powers) to extend time for the purposes of bringing this appeal. Those powers are broad and not exclusive to those listed in Rule 6 (3).
29. The time limits under the LPI Regulations are procedural rather than substantive and given that they do not spell out the consequences of failing to apply within 30 days of notification for an extension, on a proper interpretation of the LPI Regulations, the case management powers under Rule 6 apply for the purposes of enabling the Tribunal to extend time further and / or grant relief. Mr Letman submitted that the Tribunal’s powers are “engaged” and none of the time limits in Regulation 3 are immutable.
30. Mr Letman submitted that the case relied upon by the Respondent, *Peterson v Howard de Walden Estates* [2023] EWHC 929 (KB), is nothing to the point; it relates to the Civil Procedure Rules and whether the Court could use its discretion to “fix” a case where there were no proceedings; it is a very different situation and does not deal with breach of time limits.
31. The correct approach to the consequences of failure to comply with a statutory requirement (here to appeal or apply for an extension of time to appeal in time) is in accordance with the decision of the Supreme Court in *AI Properties (Sunderland) Ltd v Tudor Studios RTM Co Ltd* [2025] AC 1075, applying the guidance given in *R v Soneji* [2006] 1 AC 340. In *AI Properties*, the legislative language used the term “must”, but

the Court nevertheless followed the new approach set in *Soneji* rather than being guided solely by imperative language.

32. Mr Letman spent some time taking the Tribunal through those authorities and what he said were the key section which we do not repeat here. In brief summary, Mr Letman submitted that, adopting *Soneji*, the correct approach, to what is ultimately an issue of statutory interpretation, is to evaluate the consequences of a failure to comply by focusing on (a) the purpose served by the requirement as assessed in light of a detailed analysis of the instrument in question, and (b) the specific facts of the case, having regard to whether any (and what) prejudice might be caused or whether any injustice might arise if the validity of the statutory process was affirmed notwithstanding non-compliance (considerations (a) and (b)); and that where property or contractual rights were involved, it is usually to be inferred that Parliament does not intend that a person should be deprived of such rights without being afforded a fair opportunity to enter objections.
33. The Applicant relies upon two further principles to support its interpretation of the LPI Regulations:
 - a. the established common law principle of interpretation against expropriation or other interference with property rights, that legislation will be construed as interfering with those rights no more than the statutory language and purpose require; and
 - b. Further, the equivalent principles under the Human Rights Act 1998. Section 3 requires the Tribunal, so far as it is possible to do so, to read and give effect to legislation in a way which is compatible with Convention Rights, which include the rights and fundamental freedoms set out in Articles 1 to 3 of the First Protocol. The relevant rights here are the Applicant's A1P1 rights to peaceful enjoyment of its property. Any deprivation or control will be legitimate only where the interference pursues 'a legitimate aim' in the 'general interest' and strikes a 'fair balance' between the demands of the general interest of the community and the requirements of the protection of the individual's fundamental rights' i.e. so as to be proportionate, given an appropriate 'margin of appreciation' in the circumstances of the case.
34. Further, Mr Letman asked the Tribunal to note the point of general significance, referred to in the judgment of Lewison J in *Elim Court* [2018] QB 571, cited at paragraph 51 of *A1 Properties*, as regards the difference in Parliamentary procedure between bills and statutory instruments. The lack of scrutiny in the latter case pointing to a comparatively less rigid application of the provisions of a statutory instrument.
35. In this case, Mr Letman submitted that the relevant considerations are:

- a. the purpose of the Regulations is to enable one landlord to recover from other landlords amounts that are not recoverable under a lease because of the leaseholder protections. To that end, the time limits are no doubt intended to ensure that the process does not 'drift'. But the regulations do not say that an appeal or application for extension cannot be made after 30 days, nor that the case management powers of the FtT are excluded in respect of any of the time limits. None of these time limits are immutable. Introducing a strict liability for claimed amounts would be entirely beyond the scope of such secondary legislation and extraordinary; and
- b. there would plainly be severe prejudice to the Applicant by construing the Regulations other than as stated above. To fix the Applicant with a liability more than £4m, rather than extend time as requested could not be proportionate, 'strike a fair balance' or just. To impose such a strict liability by secondary legislation would be surprising and extraordinary. In the premises, looking at the substance of the matter, Parliament cannot by means of this secondary legislation 'fairly be taken to have intended' to exclude the Tribunal's powers to extend time/grant relief in an appropriate case, and the Regulations should be construed accordingly.

36. The fact that the Regulation 3 Notice was required, by the LPI Regulations, to contain certain information about the appeal time limit, Mr Letman submitted, did not impact construction. That requirement was simply to provide information.

37. If the Tribunal determines that it has jurisdiction to extend time, Mr Letman submitted that, under the *Denton* test:

- a. The Applicant acknowledges that the breach is a significant one, but says that it is at the lower end of the scale;
- b. On the assumption that the Tribunal will have found that the Applicant did receive the Regulation 3 Notice (if the Tribunal reaches this stage in its considerations), the reason for the breach must be that something went wrong and the notice went astray;
- c. In all of the circumstances, to deal with the case justly, it is appropriate for time to be extended to include the date of issue of the appeal given that the timescales in the LPI Regulations are new and unfamiliar, the Applicant nonetheless acted swiftly following receipt of the notice on 12 January 2026, and there are serious issues to be determined in the appeal (the Applicant appealing on both grounds). The Applicant submits that it has a very strong case in relation to ground (b) and whether it is a "responsible landlord." In addition, the value of the appeal is substantial, and there is a lack of transparency as to the remediation amount. In contrast, the Applicant says that the Respondent would not suffer any prejudice because of the short

extension, and the Respondents have not asserted any prejudice prior to the hearing.

The Respondent's submissions

First issue

38. The Respondent relies on the evidence of Mr Whitaker to support its assertion that the Regulation 3 Notice was received by the Applicant on 20 November 2025. Mr Whitaker says that the Regulation 3 Notice was delivered by Royal Mail Special Delivery that day, as evidenced by the proof of delivery which shows that the envelope was delivered to the Applicant's registered office and signed for by "MANSRL".
39. Ms Green noted that, in relation to the September Notice (which the Applicant accepts it received), the Royal Mail record showed that that person had signed for the notice with a "squiggle" and that that mark looked like an "M" with a loop at the end. Ms Green submitted that this conflicted with Mr Mansell's evidence that none of the three people who could have signed for the Regulation 3 Notice ever signed with a squiggle.
40. Further, Ms Green submitted that the "squiggle" signature on the Royal Mail record for delivery of the Regulation 3 Notice was the same as the one which signed for the September Notice. It again looked like an "M" with a loop at the end, although the top had been "cut off" on the later version. Notwithstanding that the name stated for the Regulation 3 Notice was "MANSRL" and different to "MOOR", Ms Green said this was strong evidence that the same person at the Applicant had signed for the September and November letters.
41. Ms Green noted that the Applicant had not provided the names of Mr Mansell's wife nor the "young lady." The name "MANSRL" was like Mansell and could be his wife. Further, the Applicant had not provided evidence of either of their signatures nor a witness statement from those individuals confirming that they had not received the Regulation 3 Notices. Ms Green invited the Tribunal to draw inferences accordingly.
42. Further, Ms Green said that, had Mr Mansell attended the hearing, she would have asked him to identify the person (or the legs of the person) in the Royal Mail photograph who had taken receipt and signed for the September Notice, as well as to identify the legs of the person shown at the back of the photograph behind the door of the premises on the Royal Mail delivery record for the Regulation 3 Notice. However, she was unable to do so because Mr Mansell had not attended and Ms Green submitted that the Tribunal should draw adverse inferences from that.
43. Ms Green submitted that it was unthinkable that a post man would insert a "squiggle" in respect of a recorded delivery letter, which was a premium service and that the Tribunal should find against the assertion that the Royal Mail would do that.

44. Mr Mansell said that he had reported the issue to Royal Mail, but the Applicant had provided no evidence of such correspondence with the Royal Mail.
45. If the post man had left the envelope outside the door, the photograph from Royal Mail would show the envelope on the floor in front of the door which it did not. The photograph showed a person stood in the background behind the office door. Ms Green submitted that it was far more likely that that person had signed for and taken the post.
46. Further, Ms Green asserted that it was unlikely that a formal letter left outside the door would be taken by the cleaners or go astray. The Applicant had not produced any witness evidence from the cleaners to evidence either that they take away post generally or that they took away the Regulation 3 Notice specifically.
47. Ms Green submitted that the Applicants had a pattern of denying receipt of letters from Royal Mail and that it was inconceivable that it would happen on three occasions. The Applicant is seemingly “selective” as to what correspondence it acknowledges having received. Possibly the Applicant thought that they did not need to respond to the Regulation 3 Notice.
48. The Tribunal ought to find, on the balance of probabilities, that the Applicant had received the Regulation 3 Notice. As such, the Respondent says that the appeal is out of time.

Second issue

49. Ms Green submitted that the Tribunal does not have jurisdiction to extend time for the appeal. Regulations 3(A)-(5C) of the LPI Regulations set out the process for a person to apply to the Tribunal for an extension of time to submit an appeal and that is the only power for the Tribunal to extend time.
50. Ms Green submitted that the Tribunal is a creature of statute and it does not have jurisdiction to grant an extension / relief from sanctions in this instance. Rule 6 (3) (a) refers to the Tribunal’s ability to “*extend or shorten the time for complying with any rule, practice direction or direction...*”. Ms Green submitted that this is analogous with the Peterson case where the Court was unable to “fix” a matter outside of the CPR procedure.
51. If the Tribunal does not agree with that proposition, Ms Green submits that the cases of Soneji / A1 Properties support the Respondent’s position. Applying the principles set out in those cases, it was Parliament’s intention that the Tribunal would not extend time beyond the parameters set out in Regulation 3. The language of Regulation 3 could not be clearer. The clear intention of Parliament by reference to the words used is that where a person who received a notice did not

appeal or apply for an extension within 30 days of notification, the right to appeal and / or an extension of time would be lost and the serving party would be entitled to proceed on the footing that there is no prospect of the notice being appealed. This accords with the purpose of the 2022 Act to ensure dangerous buildings are remediated without delay and the purpose of the LPI Regulations which is to allow landlords who are unable to recover sums from leaseholders because of Schedule 8 to be able to recover those sums from other landlords in an efficient manner in order to allow works to remediate buildings to take place without delay.

52. Ms Green submitted that any other interpretation would undermine the clear wording of Parliament which was intended to be strict.
53. Ms Green submitted that Soneji and A1 Properties were decided based on different facts and legislation to the current case and were distinguishable on that basis.
54. In relation to the arguments put forward by the Applicant in terms of interference with property rights, Ms Green noted that these were raised for the first time in the Applicant's Skeleton Argument. They were not in point in this case. This was not a case where there was retrospective interference with property rights; rather it was creating a new liability. Furthermore, where the legislative language was clear, there was no need to consider the presumption.
55. If the Tribunal does not agree, applying the Denton principles, Ms Greene submitted that the Tribunal ought not to grant relief and extend time on the basis that:
 1. The breach was serious and significant;
 2. No explanation or good reason has been given as to why the Applicant did not appeal sooner;
 3. Whilst the LOI Regulations are new, it is not correct to say that the Applicant was unfamiliar with them. The Applicant did not act swiftly between November and January. Whilst acknowledging that the Applicant may have an interesting point for appeal in terms of the definition of "responsible landlord," that is not to the point. A further delay will prejudice the Respondent, an RTM company, which needs certainty to remediate the Building without delay.

Discussion and conclusions

First issue

56. The Tribunal started from the position that the Respondent's evidence from Royal Mail that the Special Delivery letter had been delivered to the Applicant's premises (supported by a photograph showing those premises and someone in the premises at the time) and signed for by

someone was strong evidence that the letter had been delivered and, therefore, likely received.

57. The Applicant needed to produce compelling evidence to demonstrate that something out of the ordinary had happened that meant that the letter had not been received in those circumstances.
58. Mr Mansell had not attended the hearing to be cross-examined. Mr Letman submitted that the Applicant is the best person to say whether the notice was received but it seems to the Tribunal that Mr Mansell should have attended to put forward that position in the strongest possible way. It must have been obvious to Mr Mansell's legal representatives that the Respondent would want to ask questions of him to test his evidence given that the Tribunal would be making a finding of fact at the hearing to determine the first issue. The Tribunal is entitled to draw adverse inferences from the fact that Mr Mansell did not attend and does so. It attributes less weight to Mr Mansell's written evidence which has not been tested under cross-examination.
59. The Applicant says that neither Mr Mansell nor his wife nor the "*young lady*" received and signed for the notice. However, no evidence has been produced from the wife or "*young lady*" to support that position. Again, the Tribunal draws adverse inferences from that fact.
60. Mr Mansell says that no one at the office signs for documents with a "squiggle." However, that is plainly not correct because the signature for the September Notice, which the Applicant acknowledges was received, is in fact a "squiggle", and so that assertion can be discounted.
61. It appears to the Tribunal that the "squiggle" shown on the Royal Mail delivery records for the September Notice and the Regulation 3 Notice are very similar (in that they look like an M with a loop at the end) and that they are likely to have been written by the same person. Therefore, the Tribunal agrees with Ms Green that this is strong evidence that the person who signed for the September Notice also signed for the Regulation 3 Notice.
62. The Tribunal notes that the name stated on the Royal Mail record differs between the September Notice ("MOOR") and the Regulation 3 Notice ("MANSRL"). However, the Applicant failed to provide the Tribunal with the names of the wife and "*young lady*." If the Applicant had done so, that might have shed light on the difference and explained the anomaly. In the absence of that evidence, the Tribunal does not attach much significance to the difference in names. It may simply be due to an error or typo. Further, the Tribunal does not think that the fact that the name "Shenstone" was stated on the Royal Mail record for an earlier letter is supportive of the Applicant's position; it is not unusual for receiving parties to put down the name of the company they are signing for, and the fact that Mr Mansell did not attend and no evidence was provided by the wife and "*young lady*" means that it could not be examined or explained.

63. The Tribunal also notes the differences in the photographs included in the Royal Mail records. The photograph for the Regulation 3 Notice is weaker evidence of receipt than the photograph for the September Notice because, unlike the latter, the former does not show the door open with someone from the office physically “receiving” the letter. However, it is still good evidence that the Regulation 3 Notice was delivered to someone in the office; it shows someone’s leg behind the door (which door is an internal, glazed door) and, therefore, “in” the office at the relevant time. It seems very unlikely to the Tribunal that the post person would see someone inside the office and then leave an important letter (requiring signature) outside the door. Furthermore, the photograph does not show the letter left lying on the floor in front of the door which, the Tribunal considers, it most likely would do if the letter had been left outside the door. The Tribunal considers that the far more likely scenario is that the letter was handed to the person inside the office before the door was closed and the photograph taken.
64. The Tribunal is not persuaded by and does not accept Mr Mansell’s evidence that there have been ongoing issues with the post with postmen signing for and leaving recorded delivery letters outside the door and the cleaners clearing them away or them going astray. The Applicant has not provided any evidence of correspondence / complaints sent to Royal Mail. Furthermore, the Tribunal agrees with Ms Green that recorded (or Special) delivery is a premium service and it is very unlikely that the post person would take such an approach. The Tribunal also notes that Mr Mansell says, “*we do not have the same postman daily*” and so this is not even an allegation aimed at a single individual which makes it even more implausible. Similarly, the Applicant has not provided any witness evidence from the cleaners and, in the absence of such, it seems implausible to the Tribunal that cleaners would remove important looking post. For those reasons, the Tribunal is not persuaded by Mr Letman’s submissions that the two earlier letters which allegedly went astray support the Applicant’s position.
65. The Tribunal acknowledges the sense in Mr Letman’s submission that the Applicants would not have known that the September Notice was invalid when they instructed their solicitor and responded to it (Mr Letman saying this disproves the allegation that the Applicant is selective in acknowledging receipt). Furthermore, objectively, it does not make sense that the Applicant would choose to ignore the Regulation 3 Notice given the significant consequences of doing so. However, that fact is not enough to displace compelling evidence that the notice was delivered to and duly received by the Applicant. The Tribunal does not accept Mr Letman’s submission that the only reasonable inference is that the notice was not received; that is too far a stretch. The Tribunal does not know why the Applicant did not respond in time and it could be for deliberate reasons or, perhaps more likely, due to operational oversight.

66. For the reasons set out above, **the Tribunal finds, on the basis of the evidence before it, on the balance of probabilities, that the Regulation 3 Notice was signed for and received by someone in the Applicant's office on 20 November 2025 such that the Applicant's appeal was out of time.**

Second issue

RULE 6

67. The Tribunal started by considering its powers under its Rules. Rule 6 gives the Tribunal broad case management powers. Rule 6 (3) lists some examples which include at 6 (3) (a) “*extending or shorting the time for complying with any rule, practice direction or direction*”, but that list is not an exclusive one.

68. The Tribunal does not consider that it follows from that wording in Rule 6 (3) (a) that the Tribunal can never extend a *statutory* time limit and it is necessarily the case, as Ms Green put it, that the only power the Tribunal has to extend here is in Regulation 3. However, it seems to the Tribunal that the issue is one of statutory interpretation rather than a case management one. The Tribunal is not persuaded by Mr Letman's argument that the Tribunal's powers are “engaged” by Regulation 3 (which gives the Tribunal the ability to extend the appeal deadline in certain circumstances), such that the Tribunal automatically has the potential power to extend the deadlines outside of those circumstances. The Tribunal is guided by the statutory language and will not interfere with clearly worded legislation.

69. Whilst the Tribunal can see the attraction of making an analogy with the *Peterson* case, it is not useful here since that case relates to the CPR and the key question in the current case is one of statutory interpretation and not the extent of the Tribunal's powers under its Rules.

LEGISLATIVE WORDING – CONSEQUENCE OF FAILURE

70. When considering the legislative wording, the Tribunal agrees that the correct approach to a failure to comply with a statutory procedural requirement where there is no express statement of the consequences of that failure is that in *Soneji* as confirmed in *A1 Properties*. That is, to infer whether it was a purpose of the legislation that an act done in breach of that provision should be invalid by reference to the statute and the specific facts of the case, having regard to whether any prejudice may be caused if the validity of the statutory process was affirmed notwithstanding the non-compliance. However, the Tribunal noted that it is only where Parliament has not expressly stated the consequences of non-compliance that there can be any room for such an analysis.

71. In understanding the new approach in *Soneji*, the Tribunal had regard to the words of Lord Steyn (at para 14 of *Soneji*) that “A recurrent theme in the drafting of statutes is that Parliament casts its commands in imperative form without expressly spelling out the consequences of a failure to comply” and, moving away from the previous rigid mandatory and directory distinction proposed a more flexible approach; “the emphasis ought to be on the consequences of non-compliance, and posing the question whether Parliament can fairly be taken to have intended total invalidity”.

72. Further, the Tribunal noted, in terms of the remit of this approach, that Lord Briggs and Lord Sales went on to state (at para 62 of *A1 Properties*) that:

“This does not mean that application of procedural rules in every statutory context turns on detailed examination of the consequences arising from the particular facts of the case, nor that a test of substantial compliance is properly to be applied in relation to every procedural rule. Examination of the purpose served by a particular statutory procedural rule may indicate that Parliament intended that it should operate strictly, as a bright line rule, so that any failure to comply with it invalidates the procedure which follows. An example would be the notice requirements for extending business tenancies under the Landlord and Tenant Act 1954, where failure to serve a notice in proper time means that the tenant loses their right to extend. The procedural rules there apply in a context where there is an established bilateral relationship between landlord and tenant, where the tenant is in a position to know clearly what it has to do and where both parties need to know clearly what property rights they have and may dispose of in the market.”

73. Whilst noting what Mr Letmen said about imperative wording and the new approach taken in *Soneji* / *A1 Properties* (in particular, that in *A1 Properties*, the legislative language used the term “must” but the Court nevertheless followed the new approach set in *Soneji* rather than simply being guided by the use of imperative language), the Tribunal considers that it is nevertheless relevant to consider that wording when considering, first, whether the legislation is clear as to the consequence of non-compliance. The use of the mandatory word “must” in 5B is indicative that Parliament intended for the deadline for an extension request to be an absolute one, but it is the meaning of the words in Regulation 3 as a whole which is the determinative factor.

74. The Tribunal agrees with Ms Green that the wording in Regulation 3 could not be clearer. It has been made even more so by the amendments introducing 5A-5C which specifically set out the parameters of the Tribunal’s extension powers.

75. Whilst the Regulation does not state in express words that the Tribunal cannot extend the timescale for making an appeal outside of the

provisions therein, the Tribunal considers that it is clear from the wording that that is the case and that such further clarification is unnecessary. The consequence of non-compliance with the time frame in paragraph 5 is clear – either they *must* apply within 30 days for an extension under paragraph 5B (which extension is limited to 30 days by 5C) or else the giver of the notice is entitled to recover the remediation amount from the responsible landlord under paragraph 3. The fact that the Regulation goes on, at paragraphs 6A and 6B, to expressly set out the consequences of a successful or unsuccessful appeal, where an appeal is made, further supports this; the clear conclusion is that, unless a successful appeal is brought in accordance with the Regulation, the remediation amount is due.

76. The Tribunal further considers that the fact that paragraph 3B requires the notice served under Regulation 3, in order to be valid, to specify “*the time limit for appealing under paragraph (5) to the First-tier Tribunal and for applying under paragraph (5A) for an extension of that time limit*” to be a relevant consideration; it points to the importance of that time limit that the receiver must be notified of it, and, as a result, also ensures that the receiver is aware of it. The Tribunal notes the example given by Lord Briggs and Lord Sales (referred to at paragraph 72 above) of notices under the Landlord and Tenant Act 1954 and the observation that “*The procedural rules there apply in a context where ... the tenant is in a position to know clearly what it has to do*”. The same can be said here in that the receiver of a notice under Regulation 3 has been notified of what they need to do in response, and particularly the time limit for an appeal.
77. Again, the Tribunal is not persuaded by Mr Letman’s argument that the Tribunal’s jurisdiction has been “engaged” by the inclusion of paragraphs 5A-5C. If it were Parliament’s intention to give the Tribunal the unfettered ability to grant an extension for an indefinite amount of time, surely it would have simply said so. The argument that the purpose of the deadlines is to avoid “drift” is similarly non-persuasive; it is common to have a fixed time limit for appeals to provide certainty.
78. The Tribunal is not persuaded by Mr Letman’s point that, as it is secondary legislation, it will have received less scrutiny. That may be true generally, but the Building Safety Act regime has clearly been an area of focus in recent years, and Regulation 3 was deliberately amended to clarify the scope of the Tribunal’s role in relation to appeals and extensions to the appeal deadline.
79. In light of the above, **the Tribunal is satisfied that the provision in question is clear as to the consequence of non-compliance such that the Tribunal does not have jurisdiction to extend the deadline for appeal** and it is not necessary to go on to undertake a *Soneji / A1 Properties* analysis to determine whether it was the legislature’s purpose that an act done in breach of that provision should be invalid. However, the Tribunal has conducted that analysis for

completeness and in case it is incorrect in its interpretation of the wording of the Regulation as being sufficiently clear by itself.

SONEJI / AI PROPERTIES ANALYSIS

80. Insofar as it is necessary to go on to consider the approach in *Soneji* and *AI Properties*, on the basis that the legislative provision does not expressly state the consequence of failure to comply with the statutory timescales, the Tribunal has considered whether it was a purpose of the legislation that an act done in breach of that provision should be invalid by reference to the statute and the specific facts of the case, having regard to whether any prejudice may be caused if the validity of the statutory process was affirmed notwithstanding the non-compliance.
81. The Tribunal is not persuaded by Mr Letman's argument that the purpose of Regulation 3 is just to enable recovery of the sums and to avoid time "drift". Regulation 3 provides a mechanism for creating a new liability. The Tribunal agrees with Ms Green that the clear intention of Parliament by reference to the words used is that, where a person who received a notice does not appeal or apply for an extension within 30 days of notification, the right to appeal and / or an extension of time will be lost and the serving party entitled to proceed on the footing that there is no prospect of the notice being appealed. Once in receipt of the notice and having been given full details of the appeal rights, the onus is on the receiver to take steps to appeal or else the sender can enforce the notice to fund the cost of the works. This is entirely in line with the intention behind the 2022 Act and the LPI Regulations which is to enable the remediation of unsafe buildings to be done in a timely fashion with particular regard having been had to the fact that RTM Companies do not have funds available to undertake such works themselves. The Tribunal considers that the position is not dissimilar to that referred to by Lord Briggs and Lord Sales above (paragraph 72) in relation to the Landlord and Tenant Act 1954 where they stated "*both parties need to know clearly what property rights they have and may dispose of in the market*"; in a similar way, the sender of the notice needs to know who has liabilities to pay what so they can undertake the work.
82. Whilst acknowledging that the Applicant will suffer a very significant financial hardship in this case, the Tribunal does not accept that treating the statutory time limits as a "bright line" or a strict liability will result in significant prejudice which Parliament did not intend. The Applicant had the opportunity to appeal the Regulation 3 Notice having been given details of the statutory deadline. The hardship suffered is because of its own failure to comply with that deadline. It will always be the case that a party will suffer a "hardship" if they fail to appeal a decision in time and subsequently wish to appeal; that is the very nature of such a deadline. Furthermore, the approach in *Soneji* and *A1 Properties* is to have regard to "*whether any prejudice may be caused if the validity of the statutory process was affirmed notwithstanding the non-compliance*". Therefore, looking at this from the perspective of the hardship caused to the Applicant if it is treated as a "bright line" is to

look at it from the wrong way round. As asserted by Ms Green, the purpose of the LPI Regulations is to allow landlords who are unable to recover sums from leaseholders because of Schedule 8 to be able to recover those sums in an efficient manner from other landlords in order to allow works to remediate buildings to take place without delay. To extend the statutory deadline for an appeal would prejudice the Respondent to that ends.

83. The facts of and legislative frameworks in *Soneji* and *A1 Properties* were very different from the present case and the Tribunal considers them distinguishable in many ways. In *Soneji*, a Judge had, where an offender had been convicted, failed to consider confiscation proceedings within the statutory timescale, and there were strong public interest considerations underlying the decision to permit the Court to go beyond its own timetable. In *A1 Properties*, the Tribunal was concerned with whether a third party had been deprived of an opportunity to make representations due to a failure to serve a notice on them; that is in contrast to the present case where the failure which led to the lost opportunity is on the part of the “disadvantaged” party, the Applicant. In *A1 Properties*, the Court recognised that there was a practical difficulty in complying with the legislation in that all intended recipients of the notice might not be identifiable and so the question of whether Parliament could have intended total invalidity in such circumstances was highly pertinent. In both cases, there would be an interference with property rights (in *Soneji*, a confiscation order and, in *A1 Properties*, the transfer of the Right to Manage). This is very different to the case in hand where a new liability is being created and Parliament has set out clear appeal rights and parameters for the extension of time for the same.
84. Unlike in *Soneji* and *A1 Properties*, this is not a case which concerns an interference with property rights. The Tribunal agrees with Ms Green that this case concerns the creation of a liability instead. Therefore, those considerations put forward by Mr Letman in relation to property rights and the Human Rights Act are not relevant here, and do not fall to be considered where the legislative wording is clear in any event. That said, the Tribunal noted, again, in relation to those considerations, that the Applicant had had the opportunity to appeal, having been notified of its appeal rights, and the hardship suffered is because of its own failure to comply with that deadline. As such, if those considerations had been relevant, the Tribunal would have considered that the Applicant had already been afforded a fair opportunity to enter its objections and the balance struck, in terms of the statutory appeal period, was a fair and proportionate one given the purpose of the 2022 Act and the LPI Regulations to enable the swift remediation of unsafe buildings notwithstanding the heavy financial consequence for the Applicant.
85. As stated above, and insofar as it is relevant again to this analysis, the Tribunal is not persuaded by Mr Letman’s point that, as the LPI Regulations are secondary legislation, it received less scrutiny. That may be true generally, but the Building Safety Act regime has clearly been an area of focus in recent years, and Regulation 3 was deliberately amended

to clarify the scope of the Tribunal's role in relation to appeal and extension to the appeal deadlines.

86. Considering all the above, **in the alternative, the Tribunal determines that, under a *Soneji / A1 Properties* analysis, the intention of Parliament is total invalidity. That is, where an appeal was not made in accordance with the timescale in Regulation 3 (5) nor an extension of time for appeal sought in accordance with Regulation 3 (5A) to (5C), the Applicant has lost the ability to appeal and there is no scope for the Tribunal to extend that deadline.** It is not for the Tribunal to intervene in these circumstances; to do so would be to override statute.

DENTON TEST

87. Given that the Tribunal has found that it does not have jurisdiction to extend time for appeal it is not necessary for the Tribunal to apply the relief from sanctions *Denton* test. However, the Tribunal notes that, had it reached that stage, it does not think that the Applicants would have satisfied the Tribunal that relief should be granted.
88. The Tribunal considers that the failure to appeal on time is a serious and significant breach; the appeal was submitted after more than double the statutory appeal period of 30 days, which is beyond the additional 30 days which could have been granted by the Tribunal under the legislation, and, furthermore, 17 days after the Applicant received the letter dated 12 January which is not a swift response in urgent circumstances in the Tribunal's opinion.
89. Notwithstanding that the Applicant asserts that it did not receive the Regulation 3 Notice, the Tribunal has made a finding of fact that the Applicant did receive the notice and, in those circumstances, the Applicant has provided no reason for its failure to appeal on time, nor indeed for it taking 17 days to submit the appeal after the letter dated 12 January.
90. In terms of the wider circumstances, whilst the financial impact of the Applicant losing its appeal right is undeniably very significant, that would no doubt be the case for any receiver of a notice under Regulation 3 who failed to appeal on time and it cannot be the case that that fact alone would justify relief from sanctions regardless of the other circumstances. Similarly, whilst noting that the Applicant would rely upon both grounds of appeal and may have an interesting legal argument in relation to ground (b) and whether it is a "responsible landlord", again, it would generally be the case that any party who is aggrieved by having lost a right to appeal will say they have grounds for appeal which could succeed (and may well have such grounds). The Tribunal considers that the need to enforce compliance with rules is a pertinent factor particularly given the purpose of the LPI Regulations and, in particular, where the Applicant was aware of the procedure because it had received an invalid notice under Regulation 3 previously, and the Regulation 3

Notice specifically set out the appeal period. There would be prejudice to the Respondents in that they would not be able to rely upon the statutory process set out in the LPI Regulations and the remediation work would be delayed (which would also prejudice the leaseholders). Balancing all those circumstances, the Tribunal is minded to find that it would not grant relief to the Applicant in the form of an extension to the appeal deadline, if it had the power to grant such an extension, which decision would be within the Tribunal's discretion.

CONCLUSION

91. The Tribunal considers that the issue is one of statutory interpretation rather than a case management one. The Tribunal considers that Regulation 3 is clear as to the consequence of non-compliance such that the Tribunal does not have jurisdiction to extend the deadline for appeal. In the alternative, the Tribunal undertook a *Soneji / A1 Properties* analysis and determines that the intention of Parliament was total invalidity such that, where an appeal was not made in accordance with the timescale in Regulation 3 (5) nor an extension of time for appeal sought in accordance with Regulation 3 (5A) to (5C), then the Applicant has lost the ability to appeal and there is no scope for the Tribunal to extend that deadline. Whilst application of the Denton test is not necessary, the Tribunal considers that it would not have granted an extension / relief from sanctions, had it reached that stage.
92. Given that the Applicant's appeal is out of time and the Tribunal cannot extend the timescale for appeal / grant relief from sanctions, the Tribunal refuses to accept the application for being made out of time.

Signed: J Hadley
Judge of the First-tier Tribunal
Date: 15 May 2026

Rights of appeal

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).