



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

Case reference : LON/00AU/BSF/2025/0001

Property : Block A, 36 Hornsey Road, London N7
7AT

Appellant : PREMIER GROUND RENTS NO.1 LTD

Representative : Brethertons LLP

Respondent : 36 HORNSEY ROAD (LONDON) RTM
COMPANY LTD

Type of application : Appeal under Regulation 5 of the
Building Safety (Leaseholder
Protections) (Information Etc.)
(England) Regulations 2022/859

Tribunal : Judge Sheftel
Mr J Stead

Date : 23 July 2026

DECISION

Introduction

1. The Appellant appeals against a notice served on it by the Respondent pursuant to regulation 5 of the Building Safety (Leaseholder Protections)(Information etc.)(England) Regulations 2022/859 (as amended) (“the Regulations”). The Regulations were made under the Building Safety Act 2022 (“the BSA”). Regulation 5 makes provision for the recovery of the costs of the remediation of unsafe buildings by landlords with the responsibility for carrying out the remedial works from other landlords.

2. The Respondent is an RTM company which currently has management responsibilities for the Property. The Appellant is the freeholder.
3. The notice in question, dated 30 October 2025 (the “Regulation 5 Notice”), is for the sum of £51,598.90, a little over 50% of the costs of repairs to two cupolas and spires located at the Property. It is said that this sum represents the balance of the total costs, and which cannot be recovered from the leaseholders due to the provisions of Schedule 8 to the BSA. According to the Regulation 5 Notice, structural instability to the cupolas was discovered during remedial works undertaken in July 2024. The structures were found to be in danger of collapse, constituting a building safety risk as defined by the BSA. It is said by the Respondent that the relevant defect has arisen because of work not done by the developer (who is not a party to these proceedings), who planned but failed to carry out the remediation of the cupolas and spires during the conversion of Block A to residential property in 2005-2009.
4. Broadly, the Appellant’s position is that the issues affecting the cupolas and spires do not fall within the definition of “relevant defect” in section 120 of the BSA – and therefore the costs in question do not fall within the definition of ‘relevant measure’ in Regulation 5. That is because the condition of the cupolas and spires was, on the Respondent’s case, caused by long-term deterioration resulting from water ingress and a failure to take steps to keep them from becoming structurally unsound. It is contended that although the Respondent complains that the issues were not remediated by the conversion works, that does not mean that the defects arose as a result of anything done (or not done) in connection with relevant works for the purposes of section 120 of the BSA. In other words, there was no causative link between the conversion works and the defects affecting the cupolas and spires.
5. The above analysis is rejected by the Respondent and it is maintained that the costs of remediation of the cupolas and spires do fall within the definitions of ‘relevant defect’ and ‘relevant measure’ for the purposes of the BSA.
6. The hearing of the appeal took place on 17 June 2026. The Appellant was represented by Mr Hugh Rowan (counsel). The Respondent was represented by Dr Peter Dacre (a director of the RTM company). Also in attendance was Mr Matthew Peak, a member of the RTM company.

The Property

7. It is common ground that neither party has first hand knowledge of the conversion works to the Property in the early 2000s. However, the broad chronology, which was not contentious, appears to have been as follows:
 - (1) 36 Hornsey Road was originally a school and was constructed in or around 1888.
 - (2) In the early 2000s, a company called Benwell Ltd acquired the site and, with funding from Investec Bank (UK) Ltd, carried out a significant redevelopment scheme, involving both demolition and conversion to a residential building containing a number of residential flats. The initial contractor, a company called UCM, went into administration on 31 January 2009, and Benwell Ltd then completed the works via a company called Scheme Administration Ltd.
 - (3) Block A was completed by mid-2009, save for relatively minor snagging works, which were already in hand.
 - (4) The Appellant acquired the freehold reversion in September 2016 and became the registered owner in October 2016 (Title NGL 753604 and NGL 848053).
 - (5) The Respondent was formed in November 2020 and acquired the right to manage shortly thereafter.
 - (6) The issues regarding the cupolas and spires were identified in 2023 and works carried out in 2024.
8. There was little challenge to the cost of the works themselves and, based on the information contained in the bundle, the Tribunal is satisfied that the cost incurred was indeed £107,211.85 as the Respondent contends. Further, there is no dispute that the Appellant is a potential recipient of a regulation 5 notice, and that insofar as the sum contained in the notice represented the cost of a relevant measure, the Appellant, under the framework of Regulation 5, would be liable for the entire sum (as being the only Type-1 Owner for the purposes of Regulation 5(4), which sets out the share of the remediation amount to be paid by each landlord). Rather, the issue before the Tribunal was whether the Regulation 5 Notice does in fact represent the cost of a relevant measure.

The legal framework

9. The Court of Appeal's decision in *Adriatic Land 5 Limited v Long Leaseholders at Hippersley Point* [2025] EWCA Civ 856 contains various statements as to the background to and legislative intent of Part V of the BSA. In particular, Lord Justice Nugee stated as follows:

"145. The BSA was Parliament's main legislative response to the Grenfell Tower tragedy. Much of the Act was passed to implement the recommendations of the review into Building Regulations and fire safety led by Dame Judith Hackitt, and Parts 2 to 4 duly establish a new regulatory regime for high-rise buildings, improving the focus on safety both at the design and construction stage and at the stage when buildings are occupied."

10. As to the impact of the leaseholder protections in Schedule 8, Lord Justice Nugee stated:

"176. As can be seen this statutory scheme all flows from the decision to intervene in the contractual scheme of obligations by protecting leaseholders from the full extent of their contractual service charge liabilities. Once this decision had been made, it was necessary not only to define who could benefit from the leaseholder protections, but also to make provision for the level of protection they would receive; for who would pick up the costs that were no longer to be met through the service charges; and for what rights the latter would have to make claims over against others, including those ultimately responsible."

11. Lord Justice Newey (who dissented on the overall result – albeit that is not relevant to the present appeal) described the Regulations as follows:

"23. The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 (SI 2022/859) (the 2022 Regulations) were made in July 2022 in the exercise of powers conferred by the BSA. While regulation 2 makes provision in relation to remediation orders, regulations 3, 4 and 5 enable landlords who are unable to recover service charges from their tenants as a result of Schedule 8 to the BSA to pass on costs to other landlords."

24. Regulation 3 of the 2022 Regulations allows a landlord who has paid or is liable to pay the cost of a relevant measure relating to a relevant defect which, but for paragraph 2 of schedule 8 to the BSA, would have been payable as a service charge by a tenant under the lease to recover the cost

from the “responsible” landlord(s). By Regulation 3(8), the “responsible” landlord is:

‘(a) the person who, at the beginning of 14th February 2022, was the landlord of the tenant referred to in paragraph (1) or any superior landlord and was on that date— (i) responsible for the particular relevant defect to which the relevant measure relates; or (ii) associated with a person responsible for that relevant defect; or (b) the person who, on or after 14th February 2022, became the owner of that landlord’s, or superior landlord’s, interest.’

25. Regulation 4 of the 2022 Regulations allows a landlord who has paid or is liable to pay the cost of a relevant measure relating to a relevant defect which, but for paragraph 3 of schedule 8 to the BSA, would have been payable as a service charge by a tenant under the lease to recover the cost from the “contributing” landlord. By Regulation 4(7), the “contributing” landlord is the person who is “the landlord under the qualifying lease referred to in paragraph (1) provided that they met the contribution condition in paragraph 3 of Schedule 8 to the Act on 14th February 2022” or “after 14th February 2022 became the owner of that landlord’s interest”.

26. Regulation 5 of the 2022 Regulations applies where a landlord has paid or is liable to pay the cost of a relevant measure relating to a relevant defect which, but for paragraphs 4 to 9 and 11 of schedule 8 to the BSA, would have been payable as a service charge by a tenant under the lease. In such a case, each landlord under any lease in the building is liable to pay a share of the cost.”

12. Pursuant to Regulation 5:

“(1) This regulation applies where, in relation to a relevant building, a landlord (L) under any lease has paid or is liable to pay the cost of a relevant measure relating to a relevant defect (“the remediation amount”) which, but for paragraphs 4 to 9 and 11 of Schedule 8 to the Act, would have been payable as a service charge by the tenant under the lease.

(2) Where this regulation applies, each landlord under any lease in the building is liable to pay L a share of the remediation amount and that share is to be calculated in accordance with paragraphs (4) to (6).”

13. Regulation 5(7) provides that to recover from each landlord their share of the remediation amount for which each is liable under paragraph (2) L must give to each landlord a notice which contains the information set out in paragraph (7A) (no issue arises as to the form or contents of the notice in the present case).

14. Pursuant to Regulation 5(8), the recipient of a notice under Regulation 5(7) has a right of appeal to the FTT.

15. It should be noted that there was little challenge at the hearing to the calculation of the sum said to be due or that a regulation 5 notice could, in principle, be served on the Appellant as a landlord. Rather, the appeal is essentially on the ground that the Regulation 5 Notice does not represent the cost of a relevant measure – principally because the definition of relevant defect is not satisfied.

16. Section 120 of the BSA defines “relevant defect” for the purposes of sections 122 to 125 and Schedule 8 to the BSA as follows:

“...

(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.”

17. Finally, it should be noted that “relevant measure” is defined in paragraph 1 of Schedule 8 as:

“... in relation to a relevant defect, means

(a) *a measure taken to remedy the relevant defect, or*

(b) *a relevant step taken in relation to the relevant defect.”*

The evidence

18. The hearing bundle contained numerous reports dated between 2023 and 2025 as to the state of the cupolas and spires. There is no dispute that they had been in a poor state at this time and that works were required to repair them.

19. It appears from the reports that there has been water ingress which has, in turn, threatened the stability of the cupolas and spires. However, it is fair to say that the reports’ conclusions as to the precise cause/origin of the problem were not uniform. For example,

(1) in the report of Project & Co dated 25 May 2023, the poor condition is said to be due to the lack of regular maintenance. It is said that:

“The lack of regular maintenance has contributed to the poor condition of the elements of the Cupolas, contributed by the position of the Cupolas within the property ... There are numerous areas to the Cupolas that require repair and redecoration to prevent water ingress to the internal areas below. The areas that require attention at the earliest opportunity are the slates that are generally loose or slipped and the spalled brickwork to the base.”

(2) The Walker Associates report of August 2024 notes water ingress and concludes that *“The towers should be considered as a ‘dangerous structure’ and there is a*

strong possibility of ‘collapse’, if not temporarily supported.” Various items are proposed to be removed in order to “pinpoint the location of failure”.

(3) Similarly, the primacy of the penetrating dampness is also noted by Hillcrest Timber Preservation Ltd of March 2025. It is stated that:

“There has been penetrating dampness over an extended period of time into the two Cupolas. This has saturated the structural timbers and there is evidence of Wet Rot and Decay in many areas”.

(4) In contrast, the report by Concept Consultancy dated December 2024 suggests that the building as a whole suffers from long-term movement issues: *“The building as a whole is not suffering from subsidence but rather long-term movements from within the cupola, dovecote and supported spire.”*. It should be noted however, that it is not said that the movement is to be attributed to the conversion works.

20. In summary, we are satisfied that having regard to the various reports in the bundle, there was a risk as to the structural integrity of the cupolas and spires in 2023, and a risk of collapse. We are therefore satisfied that there was a building safety risk – i.e. a risk to the safety of people in or about the building arising from the collapse of the building or any part of it as per the definition in section 120 of the BSA. However, as previously set out, the principal area of dispute between the parties was as to the existence of a relevant defect for the purposes of section 120.

Existence of a relevant defect?

21. As set out above, Regulation 5 is engaged where a landlord is liable to pay the cost of a relevant measure relating to a relevant defect. Pursuant to Regulation 5(9), a ground of appeal is that the remediation amount does not represent the cost of the relevant measure (i.e. a measure taken to remedy a relevant defect or a relevant step taken in relation to a relevant defect). In other words, where it is found that the sum specified in a Regulation 5 notice does not represent the cost of the relevant measure, for example because there was no relevant defect, the recipient of a notice will avoid liability.

22. As noted above, the definition of ‘relevant defect’ in section 120 of the BSA is a defect that:

“arises as a result of anything done (or not done), or anything used (or not used), in connection with relevant works”

In this case, the relevant works being the conversion works in the mid-2000s carried out by the developer.

23. On the Respondent’s case, the position can be summarised as follows:

- (1) Relevant defects existed in the cupolas and spires;
- (2) This arose from something ‘not done’ during the conversion works – despite being an item of work originally identified;
- (3) This therefore falls within the applicable definitions in section 120 of the BSA and the failure to carry out works gave rise to a building safety risk – namely a risk to the safety of people in or about the building arising from the collapse of part of a building;
- (4) The costs incurred by the RTM company in relation to the cupolas and spires accordingly constituted ‘relevant steps’ and/or works to remedy a relevant defect.

Further, Mr Dacre submitted that had works to the cupolas and spires been carried out as part of the conversion works, this would have identified the issues that were subsequently identified in 2023-2024. As such, there is a causal link: the works were not done, but should have been, and this gave rise to a building safety risk.

24. The Appellant’s first submission on this point is that, while it is not contested that works to the cupolas and spires were required in 2024 when they were undertaken by the RTM company, no relevant defect has been specifically identified as existing at the time of the conversion works. On the Appellant’s case, there is no evidence before the Tribunal demonstrating the condition of the cupolas and spires at the time that the conversion works were carried out. Indeed, while the various reports contained in the bundle agree that works needed doing, they offer differing conclusions as to the need for the works to the cupolas and spires.

25. In Mr Rowan’s submission, the definition of ‘relevant defect’ should be construed in accordance with its statutory purpose. He submitted that the provision, falling within Part V of the BSA, is directed at historic safety defects caused by how relevant works were carried out. It does not apply to every later problem that happens to exist in a building that was once constructed or converted during the relevant period. An over-

expansive interpretation would go further than Parliament intended. In the present case, it was submitted that the problems which arose are due to fair wear and tear or disrepair caused by reasons other than the method of (and materials used in) the conversion of the building. Therefore, the issues that arose do not fall within s.120 of the BSA. Mr Rowan sought to stress the conceptual distinction between disrepair and a defect – citing the decision in *Quick v Taff-Ely BC* [1986] QB 809 – albeit in the context of a landlord’s statutory repairing covenant. He submitted that the Appellant’s position was consistent with the language of the statute: a “defect” is not synonymous with deterioration.

26. The second issue raised by the Appellant was one of causation. It was contended that for there to be a “relevant defect” for the purposes of section 120 of the BSA, the defect must “arise as a result of” something done (or not done), or used (or not used), “in connection with” the relevant works themselves. It is not enough that relevant works once took place and that a defect now exists. The works must be the cause of the defect. This is due to the existence of the words “*arises ... in connection with relevant works*” within section 120 of the BSA.

27. This interpretation was at odds with the Respondent’s position that the developer ought to have undertaken remedial works at the time of the conversion – and that failure to do so meant that the provisions of the BSA were now engaged.

28. As the Respondent highlighted, it is apparent from the evidence before us that works to the cupolas/spires were identified as being an item of the conversion works. For example, the tribunal was referred to the following:

(1) An architect’s drawing from TP Bennett (apparently being part of the tender), which proposes to renew all existing finishes to the cupolas.

(2) A construction diagram within the bundle (p.97), contains text stating: “*existing towers to be reroofed complete with all leadwork....*”

(3) A letter from TP Bennett dated 26 June 2026 setting out a scope of works in principle, which included the following:

“*a. A structural engineer's assessment/report of the existing supporting timber roof structure and the finial will be required*

b. A survey should be carried out by a timber treatment company to determine whether wet or dry rot has affected the existing roof timbers and

the company should provide a report/specification recommending any necessary timber treatment.

c. An assessment of the condition to roof finial's lead covering to be carried out. Pending conclusions allow for a new lead covering (code 5), noting decorative lead work to match existing."

(4) An earlier letter dated 15 February 2006 from Train and Kemp Engineering Business Solutions stated that *"We have not as yet undertaken a survey of the turrets, but the external scaffolding and current site works should enable us to access the structure following the removal of the existing slates"* – although there is no record of a survey being carried out or what the results of any such survey were.

29. It is not certain, however, precisely what, if any, works were carried out to the cupolas at the time of the conversion works. The Respondent notes that roof works were subsequently removed from the scope of works – this is based on a budget report dated 10 February 2006, which states that the costs for these works had been reduced to £0. It is also the case that an Investec Monitoring Report dated July 2009, makes no reference to works to the cupolas and spires. In response the Appellant posited that such works could have been carried out by a different party, at a different time, or under a different budget heading. Alternatively, it may be that works were done but that, due to normal wear and tear, further works were subsequently required by 2023. The difficulty is that there is simply no evidence to substantiate this one way or the other – for example, the Tribunal has not been provided with any form of sign-off for the completion of the project.

30. On balance, we find it more likely than not that works to the cupolas and spires were *not* carried out at the time of the conversion works. This is on the basis of the matters identified by the Respondent in paragraph 29 above, and the lack of any positive evidence to the contrary. However, this does not of itself lead to a finding that water ingress or other structural issues existed or would have been apparent at the time of the conversion works or that failure to do such works has led to the subsequent water ingress. Dr Dacre commented that when the works were done in 2024, three quarters of the slates had to be replaced (although we were not referred to any documentary evidence in support) and that this would not have been necessary had works been done as part of the conversion. While this might be correct, it is not supported by expert evidence and in the circumstances is not sufficient for the

Tribunal to be able to reach a finding as to the condition of the cupolas at the time of the conversion works (approximately 15 years earlier). Significantly, notwithstanding the proposal to renew the external finishes to the cupolas as part of the conversion works, it is not clear from the evidence that any specific problem with them was identified (including water penetration) prior to or during the course of the conversion works. As noted above, there is an indication from the documents that a survey would be carried out, but we do not know if that took place or what were the results of any survey – or if the works were not done, why they were not done.

31. Returning to the legal test, while it is clear that omissions can be captured within the definition of ‘relevant defect’ due to the inclusion of the words ‘done or not done’ in section 120 of the BSA, the Appellant maintained that the relevant works must trigger/be causative of the relevant defect. An obvious example would be missing cavity barriers or inadequate fire stopping being installed when conversion works are carried out. However, it is not enough to say, as Respondent argued, that if there is an ongoing issue of disrepair at a property that may one day affect the structure, then the effect of any works that fall within s.120(3) taking place is that the works must address every disrepair issue or else they become relevant defects. In this regard, Mr Rowan submitted that the Respondent placed too much weight on the words “*not done / not used*” in section 120(2). There are any number of things that might have been done and it was submitted that the words “*not done / not used*” were not intended to capture an infinite list.
32. It was further contended that such a construction as argued for by the Respondent seeks to jump impermissibly between different subsections of the BSA. In order to work, the Respondent’s argument must be that the defect “*arises out of anything done (or not done), or anything used or not used, in connection with ... [the] conversion of the building*”, as opposed to “*... in connection with relevant works*”. However, it was submitted that the formulation masks the jump from s.120(2)(a) (the definition of ‘relevant defect’) to s.120(3)(a) (the definition of ‘relevant works’). On the Appellant’s case, the words “*not done / not used*” relate to omissions within the works that are actually carried out.
33. Ultimately, on the Appellant’s case, the definition of ‘relevant defect’ requires a causative act or omission giving rise to the defect; it does not encompass a failure to

remedy a condition that already exists. To suggest otherwise is circular logic and legally incoherent: a defect cannot “arise as a result of” itself.

34. Similarly, Mr Rowan emphasised that the defect must be ‘in connection with’ relevant works. The phrase ‘*in connection with*’ must be read in context. Here, the focus is on the relevant works themselves. In other words, the ‘connection’ must be between the works actually undertaken and the defect. In conclusion, it was said that the question comes down to whether a failure to carry out maintenance works during conversion works renders something a relevant defect? On the Appellant’s case, the answer in the present case is ‘no’.
35. We agree that disrepair alone, or fair wear and tear, are not sufficient to establish the existence of a relevant defect. Such conclusion can be reached both in light of the conceptual difference between a defect and disrepair as set out above but, moreover having regard to the specific statutory definition of a relevant defect in section 120 of the BSA. Specifically, and for present purposes, it must *arise* from something done or not done in connection with relevant works. It would follow, that if no conversion works had been carried out (aside from the fact that the property would not comprise residential accommodation), the Regulations would not be engaged. Therefore, what is the effect of works having been carried out? As set out above, it appears more likely than not that works were *not* done to the cupolas/spires during the conversion, albeit works were identified in the initial plans. There is also nothing in the evidence to suggest that the conversion works themselves caused the problems. However, by the developer choosing to carry out conversion works but not undertaking works to the cupolas/spires, does this bring the proceedings within the BSA as something ‘not done’ ‘in connection with relevant works’?
36. It could be argued in support of the Respondent’s case that having regard to the wider policy of the BSA, once a developer has chosen to undertake conversion works to a building to provide residential accommodation, it is then incumbent to make a building falling within the definition of ‘relevant building’ under the BSA free from defects. If this is not achieved and a building safety risk arises, the Regulations are potentially engaged. In this regard, the inclusion of the words ‘not done’ means that omissions are included just as much as positive acts. However, while we have regard to the policy behind the BSA – although it must be remembered that the Appellant freeholder is not responsible for the current problems – we must nevertheless

construe the statute as written. The difficulty with the proposition, and indeed Respondent's argument generally, is that it does not give sufficient weight to the use of the words '*arises as a result of...*'. We agree with the Appellant's submission that the relevant defect must '*arise*' as a result of something done (or not done) in connection with relevant works (as opposed to the conversion of the building). This indicates a causal link to those relevant works and we agree with the Appellant's submissions as set out at paragraphs 31-34 above as to the correct interpretation of the statute.

37. In our determination, on the evidence before us, it is not possible to conclude that the structural problems in the cupolas arose from anything done or not done during the conversion works and that therefore the sums claimed in the Regulation 5 Notice constitute the costs of a relevant measure. First, we agree with the Appellant that there is not sufficient evidence to conclude that the condition of the cupolas constituted a defect, as opposed to disrepair. As set out above, there is a lack of uniformity in the evidence as to the reasons for the structural instability – albeit there is amongst the reports reference to lack of maintenance in the report of Project & Co.

38. However, even if we were to assume, in the Respondent's favour, that section 120 is capable of applying where a developer has failed to undertake works that had originally been identified as part of a conversion project, it is still necessary to establish the existence of a causal connection between that omission and the defect relied upon. That causal connection is required by the language of section 120 itself. The statutory definition requires that the defect "arises as a result of" something done or not done in connection with the relevant works. The existence of a defect many years after the completion of the works is not, without more, sufficient to satisfy that requirement. As such, the more fundamental difficulty is the absence of evidence as to the condition of the cupolas, including whether there was whether any deterioration, water ingress or structural instability, at or around the time of the conversion works. There is evidence that works to the cupolas and spires were contemplated during the course of the redevelopment. There is also evidence from which it may be inferred that those works were ultimately not undertaken as noted above. However, there is no evidence before us demonstrating why they were not undertaken, what condition the structures were in at the time, what any survey of

them revealed, or what effect the omission of those works had upon their subsequent condition. The reports contained within the bundle describe the condition that existed many years later. But they do not establish that those conditions arose as a consequence of anything done or not done in connection with the conversion works.

39. In those circumstances, we are not satisfied that the structural instability identified in 2023-2024 arose as a result of anything done or not done in connection with the conversion works as required by section 120 of the BSA.

40. Accordingly, the sums claimed in the Regulation 5 Notice have not been shown to represent the costs of a relevant measure relating to a relevant defect

Conclusion

41. Accordingly, for the reasons set out above, the appeal succeeds.

42. Pursuant to Regulation 5(9A), where an appeal made on the grounds specified in paragraph (9)(a) (i.e. that the remediation amount does not represent the cost of the relevant measure), and is successful, the First-tier Tribunal must substitute the remediation amount it rules is the correct one for the specified amount set out in the notice.

43. In the circumstances, the tribunal substitutes the amount £0 for the sum set out in the notice.

Judge Sheftel

23 July 2026

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible

you should send your further application for permission to appeal by email to London.RAP@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.