

Building Safety Act A to Z



Jennie Wild

A

Accountable person (higher-risk building)

(UTT) *Unsdirfer v Octagon* [2024] UKUT 59 (LC): For the purpose of s72(1) of the BSA an “accountable person” for a higher-risk building did not include a manager appointed under section 24 of the Landlord and Tenant Act 1987. By virtue of s72(2) of the BSA, most RTM companies were an accountable person.

Ancillary orders

Lessees of flats at 419 High Road, Space Apartments, N22 8JS v Avon Ground Rents Ltd (FTT) (LON/00AP/HYI/2022/0017): Ancillary orders, necessary to make a s123 Remediation Order effective and workable, could be made by the Tribunal [74].

Associated (s124/125, s121)

Triathlon Homes LLP v Stratford Village Development Partnership & Ors (FTT) (LON/00BB/HYI/2022/0018-22): An associate might exist between beneficiaries of a trust and their trustees, between current and former partners and their partnerships, between directors and their companies, and between companies with common directors or controlling interests [38] (not overturned on appeal).

Associated (s130(4), s131)

381 Southwark Park Road RTM Company Limited & Ors v Click St Andrew Limited (In Liquidation) & Anor (2025) 219 Con LR 29: Click Group Holdings controlled or did control Click St Andrews within

the meaning of s131(4) of the BSA because Click Group Holdings held all the shares of Click Above Limited and Click St Andrews was a wholly owned subsidiary of Click Above Limited. Holdings controlled Click St Andrews indirectly in the sense that it was able, through the corporate structure, to secure that the affairs of Click St Andrews were conducted in accordance with its wishes [7]. *BDW Trading Ltd v Ardmore Construction Ltd & Ors* (2025) 219 ConLR 1: For the purpose of s131 BSA the precise and carefully confined definition of “associate” was relatively extensive on account of the definition of “the relevant period” [13, obiter].

B

Building Liability Order (Quantification)

381 Southwark Park Road RTM Company Limited & Ors v Click St Andrew Limited (In Liquidation) & Anor (2025) 219 Con LR 29: the Court was not required to quantify the relevant liability at the point of making a BLO, particularly in circumstances where the Court had no figures to enable it to do so [29].

Building Safety Fund (s123)

SoS v Grey GR Limited (Chocolate Box) (FTT) (CHI/00HN/HYI/2023/0008): The obligation on a landlord to undertake BSA works did not only arise on receipt of BSF funding. There was no hint in the statutory provisions that funding played any part. A failure to make progress on BSA works due to seeking funding weighed heavily when considering whether to make a Remediation Order [259].

Building Safety Fund (s124)

Triathlon Homes LLP v Stratford Village Development Partnership & Ors [2025] EWCA Civ 846: The FTT was justified in concluding that as between the parties listed in section 124 of the BSA and the public purse as potential contributors to the works, public funding was to be seen as a matter of last resort. There was no reason to think that the Building Safety Fund was intended to displace the provisions of the BSA. In practical terms, this meant that if it was *prima facie* just and equitable to grant an RCO, that works were funded was not a reason not to make an RCO. However, there may be cases where it would not be just and equitable to make an RCO against those in s124(3), even if the result was to leave the costs to be funded by the public [61 – 65, 88].

Building Safety Risk (s120(5))

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): For the purpose of s120(5) of the BSA, any risk above “low” risk might be a “building safety risk”. A low risk was the ordinary unavoidable fire risks in residential buildings and/or, in relation to PAS 9980, was an assessment that fire spread would be within normal expectations [72].

Building Safety Risk (s130(3)(b))

381 Southwark Park Road RTM Co Ltd v Click St Andrews Ltd (2024) 218 Con LR 258: Breaches relating to fire and structure posed a building safety risk within the meaning of s130(3)(b) of the BSA [198], [219].

C

Cladding remediation (Schedule 8, paragraph 8)

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: Leaseholders with qualifying leases do not have to pay any service charges in respect of cladding remediation by application of paragraph 8 of schedule 8. This applied even if the landlord did not meet the contribution condition. This implemented the Secretary of State’s announcement that no leaseholder living in their own flat “would pay a penny to fix dangerous cladding” [170]. *Almacantar Centre Point Nominee No 1 Ltd & Anor v Penelope de Valk & Ors (UTT)* [2025] UKUT 298 (LC): Paragraph 8 of Schedule 8 applied to defective cladding that was not also a “relevant defect” within the meaning of s120 BSA [50]. Whether a building included cladding was one of fact [69]. There was no justification for the

UTT departing from the FTT’s finding that the façade was “cladding” for the purpose of the BSA [70]. The “cladding system” was the outer wall of an external wall system. There was no justification for limiting paragraph 8 to structures with two separate systems and would be met if there had only been one composite wall [74 – 75]. The word “unsafe” meant something more than simply out of repair, and encompassed a range of threats to the safety of the building, or its residents or nearby members of the public. It was not limited to “fire risks” [81].

Corporate Veil

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): The power to make RCOs against associated companies was a radical departure from normal company law, but it did not pierce the corporate veil because it did not expose the individual members to unlimited personal liability [351]; *Triathlon Homes LLP v Stratford Village Development Partnership & Ors* [2025] EWCA Civ 846: That the beneficial owners of the respondent companies had changed was not relevant: if you invested in a company, you took the risk of unforeseen liabilities attaching to that company [118].

Costs

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): The tribunal was not generally a cost-shifting jurisdiction and should not be taken to be encouraging a costs application in the context of an RCO [389].

D

Developer

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): The developer was a key target of an RCO, at the top of the hierarchy of liability [232, 350]. *Triathlon Homes LLP v Stratford Village Development Partnership [2025] EWCA Civ 846:* The policy of the BSA is that primary responsibility for the costs of rectification works should fall on the original developer [69]. A developer responsible for the defect who retains an interest in the building should stand at the top of the hierarchy or cascade of those who will pick up the costs [87].

Information Order (Relevant Liability)

BDW Trading Ltd v Ardmore Construction Ltd & Ors (2025) 219 ConLR 1: Information Orders under s132 BSA may only be made where “it appears to the court... that the body corporate is subject to a relevant liability”. It was not necessary to have already established liability (albeit there was no difficulty if had been by judgment, award, adjudication decision or admission) but potential liability was not sufficient. There should be no question at all of adopting anything like trial procedures to determine the question – applications should be short and uncomplicated. IOs might be made sparingly where liability was in issue [25, 27, 29].

Information Order (Scope)

BDW Trading Ltd v Ardmore Construction Ltd & Ors (2025) 219 ConLR 1: Information and documents to enable the applicant to identify associates of the respondent. In appropriate cases, also matters concerning the financial position of the associate [40, obiter].

Insurance

Tobias & Ors v Grosvenor Freeholds Limited (The Central) (FTT) (LON/00AG/BSA/2024/0008): The potential availability of Premier Guarantee insurance in respect of “relevant defects” was not given significant weight by the FTT when exercising its discretion to make a remediation order.

I

Impecuniosity

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): Impecuniosity was not a significant reason for or against making an RCO [352].

Information Order (Respondent)

BDW Trading Ltd v Ardmore Construction Ltd & Ors (2025) 219 ConLR 1: An IO can only be made against the “original body” which had a relevant liability, and not an associated company, which was contrary to the example in the BSA Explanatory Notes [17].



J

Just and Equitable (s124)

Triathlon Homes LLP v Stratford Village Development Partnership & Ors [2025] EWCA Civ 846: It was a “generous ambit of discretion” entrusted to the FTT [121]. There may be cases where it would not be just and equitable to make an RCO against those falling within s124(3), even if the result was to leave the costs to be funded by the public [61 – 65]. The fact that costs could in principle be claimed under regulation 3 of the 2022 regulations (which was not a discretionary matter) was a factor of considerable weight in deciding whether it was just and equitable to make an RCO [71]. The motivation of the applicant was not relevant, so long as it was an “interested party” within the meaning of the BSA [78]. A developer responsible for the defect who retains an interest in the building should stand at the top of the hierarchy or cascade of those who will pick up the costs [87].

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): The s124 BSA just and equitable test was deliberately wide so that money could be found. The jurisdiction may be protean. It was helpful to ask whether the relevant remedial works/costs were within a reasonable range of responses [83, 349].

Just and Equitable (s130)

381 Southwark Park Road RTM Company Limited & Ors v Click St Andrew Limited (In Liquidation) & Anor (2025) 219 Con LR 29: FTT considerations in *Triathlon Homes LLP* considered [9 – 15]. The indicators were in favour of making an order in respect of the holding company, because it was the holding company and had a common directing mind

[15, 25]. However, a BLO must only relate to a relevant liability within the meaning of the BSA, and was not a “gateway” to the recovery of all losses [26 – 28].

L

Landlord

Triathlon Homes LLP v Stratford Village Development Partnership & Ors [2025] EWCA Civ 846: The effect of paragraph 2 of Schedule 8 of the BSA and Regulation 3 of the 2022 Regulations taken together is that were the original developer (or its associate) retains (or retained as at 14 February 2022) an interest in the building in question, lessees do not have to pay the service charges, and any other landlord who ends up bearing the cost as a result can pass that liability to the landlord-developer or the landlord that is an associate of the developer. Unlike s124 of the BSA, regulation 3 is not a discretionary matter: regulation 3(2) provides that where the regulation applies, the responsible landlord “is liable to pay”. Recovery is triggered by the claiming landlord simply service a notice specifying the amount (regulation 3(3)). The recipient of a notice may appeal to the FTT but only on very limited grounds, namely that the remediation amount does not represent the cost of the relevant measure, or that the recipient is not a responsible landlord (regulations 3(5) and (6)) [69].

Landlord’s Certificate

Will & Anor v G&O Properties (FTT) (LON/00AT/HYI/2022/0003): The Tribunal had no jurisdiction to make an order determining whether a relevant landlord had failed to comply

with the requirement to provide a Landlord’s Certificate confirming whether or not the landlord met the contribution condition (ie a net worth of £2,000,000) and/or whether or not they (or an associate) were responsible for a relevant defect, as required by the Building Safety (Leaseholder Protections) (England) Regulations 2022.

Leaseholders

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: The BSA remediation provisions amounted to a very significant intervention by Parliament in the typical and familiar contractual scheme applicable to a block of flats. By protecting leaseholders from the significant costs that they would otherwise have to bear, the remediation provisions undoubtedly cause very substantial disruption to the contractual allocation of risk. That costs which would otherwise have fallen on the leaseholders have to be borne by someone else (including landlords who may be as blameless for the original defects as the leaseholders) was a necessary consequence of Parliament’s decision to relieve leaseholders of such costs [163]. The focus of the protections was squarely on individual leaseholders living in their flats: leaseholders with larger portfolios were left to bear the costs as per the contractual provisions for service charges in their leases [167].

Legal and professional costs

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: Paragraph 9 of Schedule 8 provided protection against service charges which would otherwise be payable in respect of legal or other professional services relating to the liability or potential liability of any person incurred as a

P

result of a relevant defect, including the cost of obtaining legal advice, or in connection with proceedings before a court or tribunal, arbitration or mediation. Such protection extended to the costs of a dispensation application under section 20ZA of the Landlord and Tenant Act 1985 [44 – 47].

Legal and professional costs were a certain category of costs that Parliament decided should not be claimable at all from leaseholders with qualifying leases [172].

Limitation (s135)

BDW Trading Ltd v URS Corporation Ltd (2025) 220 Con LR 1 (SC): The retrospective limitation period established by section 135 of the BSA was not restricted to actions brought under s1 Defective Premises Act 1972, but could equally apply to actions merely dependent on s1, such as a claim for damages in negligence or for contribution [103, 113, 114, 163, 295, 297, 304]. (Obiter) The retrospective limitation period did not apply to s2A of the Defective Premises Act 1972 because it was not a “relevant provision” already in force [269].

Parties (to main claim, BLO)

Willmott Dixon Construction Ltd v Prater (2024) 214 Con LR 164: the BSA did not require a party against whom a Building Liability Order (s130) is sought to be made a party to the main claim/substantive claim, or to participate in those proceedings. However, if a BLO was contemplated it would generally be sensible and efficient for the party against whom the order was sought to be made a party and for the BLO application to be heard together with the main claim [17], [18], [21], [22], [24], [25]. In *381 Southwark Park Road RTM Co Ltd v Click St Andrews Ltd* (2024) 218 Con LR 258 the Court confirmed that there was no requirement on a party to claim a BLO within existing proceedings: “the circumstances in which it might be just and equitable to make the order may not arise until after proceedings to establish a relevant liability are concluded and a BLO could be sought against a corporate body that did not even exist at the time of those proceedings” [31].

Prejudice (s123)

Lessees of flats at 419 High Road, Space Apartments, N22 8JS v Avon Ground Rents Ltd (FTT) (LON/00AP/HYI/2022/0017): Where a respondent

to a claim for a Remediation Order pursuant to s123 BSA engaged with the process and was willing to complete works the Tribunal considered the balance of prejudice which would be caused by, on the one hand, making the order and, on the other hand, not making it. The Tribunal concluded that the greater prejudice would be caused to the lessees if no order were made [59 – 64].

Principal Accountable Person (ss73 and 75)

Brompton Estates Nominees No.1 Limited & Anor v Wall Properties Limited (FTT) (LON/00AW/BSG/2024/0001): There was no guidance in the BSA as to how the Tribunal was to determine which accountable person was appropriate to be the principal accountable person. The parties had agreed that the respondent would be the most appropriate given it was under a repairing obligation in relation to the structure and exterior surfaces of the majority of the building and the common parts generally within related floors, which was consistent with the provisions and purpose of Part IV of the BSA [17 – 18].

Purpose

BDW Trading Ltd v URS Corporation Ltd (2025) 220 Con LR 1 (SC): A central purpose and policy of the BSA in general, and section 135 in particular, was to hold those responsible for building safety defects accountable [104, 106].





R

Relevant Defect

Grey GR Limited Partnership v Edgewater (Stevenage) Limited & Ors (Vista Towers) (2025) 218 ConLR 66 (FTT) (CAM/26UH/HYI/2023/0003): A “relevant defect” for the purpose of s120 of the BSA was not confined to cases of non-compliance with the Building Regulations [68]. *Barclays Nominees (George Yard) Ltd v LDC (Oxford Road Bournemouth) Ltd (2025) 220 ConLR 105 (FTT):* A cost-risk analysis was not relevant in determining whether or not there was a “relevant defect” [227].

Relevant Landlord

Mirchandani v Java Properties International LLP [2025] (FTT) (LON/00AE/BSA/2024/0007, 0500 and 0502): Under s123(3) of the BSA (for the purpose of an RO application), a “relevant landlord” was a “landlord under a lease of the building, who is required, under the lease or by virtue of an enactment, to repair or maintain anything relating to the relevant defect”. Section 123(3) required the landlord to have a repairing obligation, and a landlord had no such obligation where

management functions had been transferred to an RTM company by virtue of s96 of the Commonhold and Leasehold Reform Act 2002.

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: If the person responsible for the defect (the developer or the person who commissioned the works), or someone associate with them, retained an interest in the building, they had to bear the costs of dealing with the defect by application of paragraph 2 of Schedule 8, which provided that if a relevant landlord was responsible for the defect, no service charge was payable in respect of a relevant measure. This applied whether or not the lease in question was a qualifying lease [165].

Relevant Liability (s130, BLO)

Willmott Dixon Construction Ltd v Prater (2024) 214 Con LR 164: Whether there was a “relevant liability” within the meaning of s130 of the BSA might not simply be a matter of law or one that flows inexorably from judgment in the main claim [18], [21], [22], [24], [25].

Remediation Contribution Order (s124)

Arjun Batish & Ors v Inspired Sutton Limited & Ors (FTT) (LON/00BF/HYI/2022/0002): It was just and equitable to make an RCO if the lessees paid for the cost of works which ought to have been met by the respondent. An RCO could be made in relation to service charge costs incurred and paid prior to s124 and Schedule 8 coming into force [48 – 50]. *Triathlon Homes LLP v Stratford Village Development Partnership & Ors [2025] EWCA Civ 846:* It was necessary to interpret s124 by reference to the purposes of Part 5 of the BSA, which included the protection of leaseholders from financial risk, or to ensure that risks from historical defects were remedied without the leaseholders having to bear the potentially very large costs [151]. An RCO could be made in respect of costs incurred before 28 June 2022 [155].

Remediation Contribution Order (s27A Landlord and Tenant Act 1985)

St John Street Property Services Limited v Riverside Group Limited (FTT) (LON/00AU/LSC/2021/0255): The potential availability of an RCO was not taken into account when determining whether a social housing lessee was required to pay a service charge pursuant to s27A(1) of the Landlord and Tenant Act 1985 in respect of cladding remediation costs, even where there were strong grounds for such an application, in circumstances where an application had not yet been made. It could not be said that the prospect of an RCO being made meant that the service charges otherwise payable were not reasonable or should be reduced [161 – 165].



Remediation Order (s123)

Waite & Ors v Kedai Limited (FTT) (2024) 210 ConLR 166: The focus of the BSA was on building safety and the improvement of standards. There was no guidance in the BSA as to how the FTT should assess the risk to the safety of people in or about the building, or the scope of the works required to remedy relevant defects, or the standard to which remedial works should be carried out. The wording of the BSA was in deliberately broad terms, to enable the FTT to find the best and most practical, outcomes-focused solutions to myriad circumstances [66] [77]. It was an evidenced-based exercise, led predominantly by inspection reports and expert evidence, but also informed by the FTT's own experience and expertise. Once the FTT determined that relevant defects existed, it was for the Tribunal to make an order to remedy those defects within a specified time [81].

SoS v Grey GR Limited Partnership (Vista Tower) (FTT) (CAM/26UH/HYI/2022/0004): Remediation Order made even though works had started. The Tribunal had both the power and a discretion as to whether to make a Remediation Order [117]. It was not difficult to image circumstances in which experts and leaseholders agreed that some relevant defects remaining in a building represented a tolerable risk relative to the difficulty of remedying them [119]. A Remediation Order was a novel remedy. The focus was on remediation of life-threatening building safety defects in tall residential buildings rather than redress for non-compliance with a legal obligation. If the pre-qualification criteria were met and there were relevant defects, it was likely that the Tribunal would make an order, subject to the facts of each case. The facts of the case, the works required and the situation

of the parties were more relevant to the exercise of discretion than unreasonable delay or political motivation [121 – 122].

SoS v Grey GR Limited (Chocolate Box) (FTT) (CHI/00HN/HYI/2023/0008): The approach to the exercise of discretion cannot be far from "just and equitable". Given that "equitable" essentially means fair, the test cannot be far from one of justice and fairness [255].

Li Jing v Avon Ground Rents Limited (FTT) (LON/00BK/BSA/2024/0004): If satisfied that the statutory criteria in s123 BSA are met, the Tribunal's starting point was that a Remediation Order should be made: other considerations were secondary [149 – 150].

Monier Road Limited (Smoke House) Blomfield & Ors (2025) 220 ConLR 86 (UTT): The Tribunal had no power under s123 to specify which materials or contractors were to be utilised in the remedial works [49] [55].

S

SoS v Grey GR Limited Partnership (Focus Apartments) (FTT) (CAN/42UD/HYI/2023/0007): A Remediation Order served as “a backstop”, reassuring the applicant and leaseholders that the remaining remedial works would be carried out within a reasonable time [18]. Given the inherent risks (or probabilities) of delay in construction projects it was unrealistic to place a deadline that was the same or shortly after the estimated completion date. A deadline of six months after the estimated completion date was imposed [26 – 28].

Barclays Nominees (George Yard) v LDC (Oxford Road Bournemouth) (2025) 220 ConLR 105 (FTT): An expert can and should offer opinion on whether or not something amounts to a relevant defect under the terms of the Act [211]. A Remediation Order was granted on the basis of evidence of defects requiring substantial remediation works, particularly in circumstances where the Respondent had been aware of the defects for 5 years but had not commenced works [239].

Responsible Actors Scheme

R (on the application of Rydon Group Holdings Limited) v Secretary of State for Levelling Up Housing and Communities [2025] EWHC 3234 (Admin): there was an arguable case

with a realistic prospect of success that decisions made by the SoS in relation to the Responsible Actors Scheme, established by Regulation 5 of the Building Safety (Responsible Actors Schemes and Prohibitions) Regulations 2023 (which were made in exercise of the powers conferred by ss126, 127, 128, 129 and 168 of the BSA), were amenable to judicial review [25] [62].

Responsible Landlord

Triathlon Homes LLP v Stratford Village Development Partnership & Ors (FTT) (LON/00BB/HYI/2022/0018-22): Any landlord (or any right to manage company or leaseholder owned management company) which paid or was liable to pay the costs of a relevant measure which would have been recoverable from leaseholders but for paragraph 2(2) of Schedule 8, had the right to pass those costs on to a “responsible landlord” pursuant to regulation 3 of The Building Safety (Leaseholder Protections) (Information etc) Regulations 2022w. The recipient of such a notice could appeal to the FTT, but only on the limited grounds that they were not a responsible landlord or that the sum claimed was more than the cost incurred. There was no right of appeal on the ground that it was not just and equitable for the responsible landlord to have to pay [39] (not overturned on appeal).

Schedule 8

Lehner v Lant Street Management Company Limited (UT) [2024] UKTU 0135 (LC): A headline list of questions a decision maker should address when determining whether service charges were payable in respect of work to which the leaseholder provisions may apply were set out at [45]. On the facts, the lease was a qualifying lease and the leaseholder was not liable to pay the service charges as they related to cladding remediation.

Schedule 8 (legal or other professional services)

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: Paragraph 9 of Schedule 8 provided protection against service charges which would otherwise be payable in respect of legal or other professional services relating to the liability or potential liability of any person incurred as a result of a relevant defect, including the cost of obtaining legal advice, or in connection with proceedings before a court or tribunal, arbitration or mediation. Such protection extended to the costs of a dispensation application under section 20ZA of the Landlord and Tenant Act 1985 [44 – 47].

Schedule 8 (retrospective effect)

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856 (by a majority of 2:1): The effect of paragraph 9 of Schedule 8, was that, from 28 June 2022, no further service charges of the relevant type were payable, whether the underlying costs had been incurred, or whether service charges had been demanded or fallen due [204, 206].



T

Specified Building

BDW Trading Ltd v Ardmore Construction Ltd & Ors (2025) 219 ConLR 1: A BLO concerned a relevant liability “relating to a specified building” (s130(2)). Therefore, a BLO could not make associated companies liable for the entire liability of the original body across a number of developments. Discrete orders would need to be made [13, obiter].

Storey

Blomfield & Ors v Monier Road Limited (Smoke House) (FTT) (LON/00BG/HYI/2023/0024): A rooftop garden was a “storey”, such that the building was a higher risk building under BSA Part IV [62]. Government guidance (which suggested a garden was not a storey) was not followed, and did not constitute a reliable method of interpretation of law [74]. (NB. The Government’s webpage states that the Ministry of Housing, Communities and Local Government is currently consulting relevant stakeholders on a proposal to amend the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations to make clear that roof gardens should not be considered a storey: <https://www.gov.uk/guidance/criteria-for-determining-whether-an-existing-building-is-a-higher-risk-building-during-building-work>).

U

Timing (BLO application)

Nothing in s130 BSA made it a precondition to the making of a BLO that the relevant liability of the “original body” (s130(2) BSA) needed to already have been established. BLO applications could be made before the trial of the original body’s liability, could proceed in tandem with the litigation against the original body or, in a given case, be convenient to defer consideration until after trial against the original body (*BDW Trading Ltd v Ardmore Construction Ltd & Ors* (2025) 219 ConLR 1 [14, obiter]; *Willmott Dixon Construction Ltd v Prater* [2024] EWHC 1190 (TCC), 214 ConLR 164; *381 Southwark Park Road RTM Company Limited v Click St. Andrews Limited* [2024] EWHC 3179 (TCC)).

Ultimate responsibility

Adriatic Land 5 Limited v The Long Leaseholders at Hippersley Point [2025] EWCA Civ 856: Whoever ends up bearing the costs (as a result of the leaseholder protections) is given new rights against those ultimately responsible by way of: (i) an extended limitation period under the DPA 1972 (s135 BSA); and (ii) a new cause of action against those manufacturing or mis-selling cladding protects (s149 BSA). In addition, the High Court is given power to make associated companies liable for breaches of the DPA 1972 (s130) [175].

