



The
Property
Institute

Annual Seminar 2025



Hello!

Welcome — The Wait is Over!

Jeff Platt

Host



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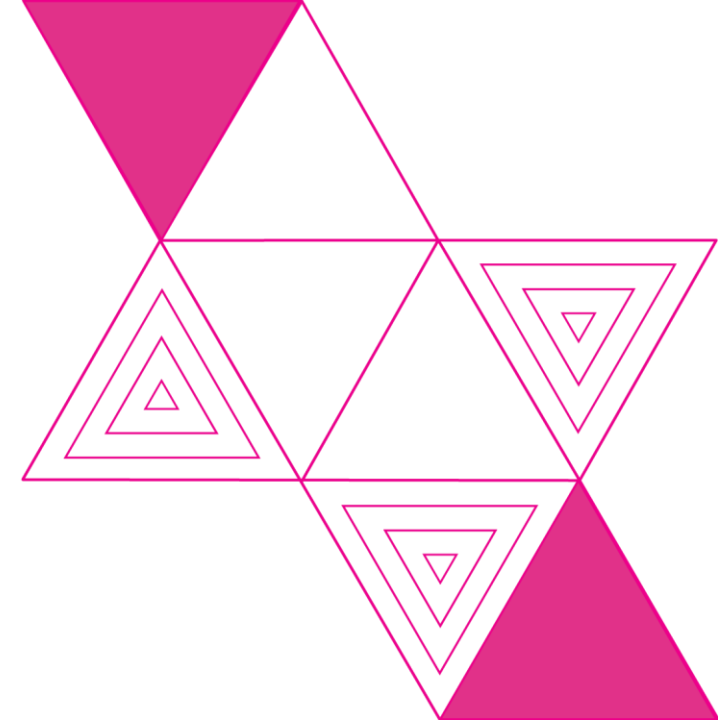
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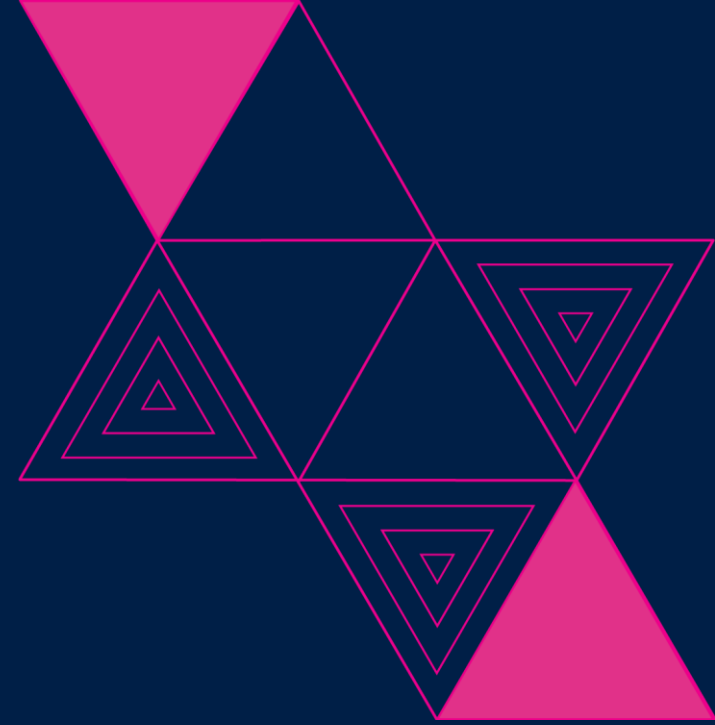


 TPI Annual Seminar 2025

TPI Update

Andrew Bulmer

The Property Institute



Service charges

Main drivers

- Building insurance
- Utilities
- Repairs and maintenance
- New building safety regime

2025 Survey out soon



Service Charge Index April 2024



Total service charge bills per estate



% change in service costs between 2019 and 2024



Average Building Safety Act compliance costs for estates in-scope (2024)

38 Estates



Level 2 = GCSE. No post nominals

Level 3 = A level. ATPI

Level 4 = 1st year of a degree. MTPI.

Level 5 = 2nd year of degree.

Level 6 = Degree

Level 7 = Masters

Competence

Procurement

It's time to move to **Level 4**

It's going to be okay. We've got you.

Actually, it's going to be **better** than **okay**.

Log Your CPD! 😊

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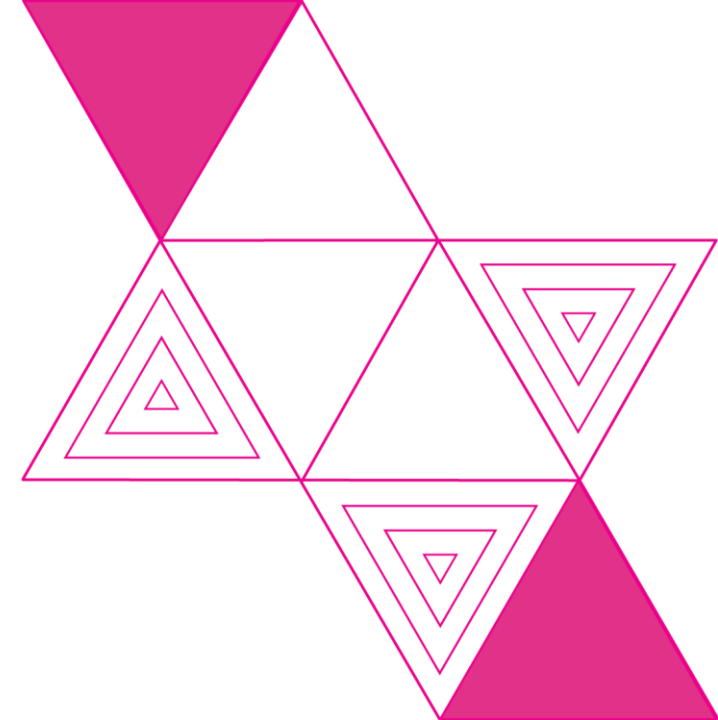
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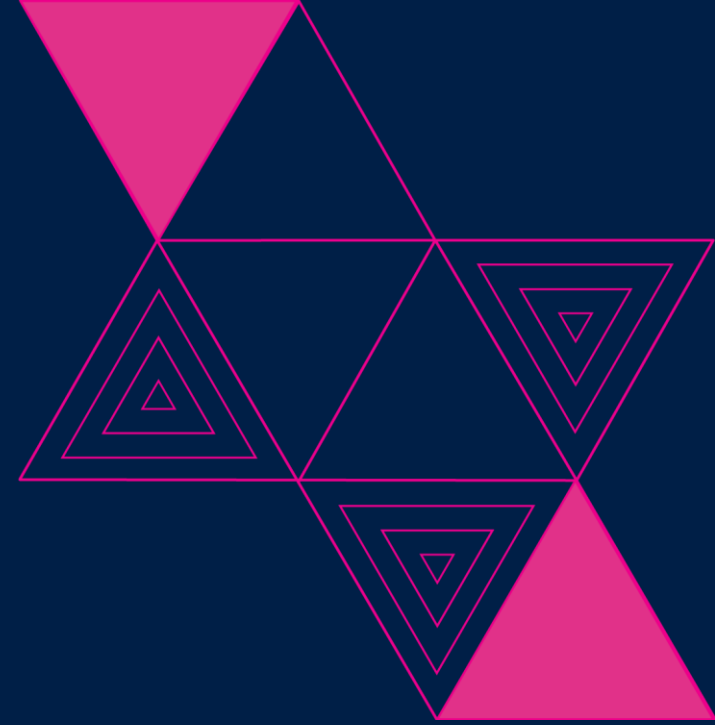
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Keynote Address

Alex Norris MP

Parliamentary Under Secretary of State for Building Safety,
Fire and Local Growth – MHCLG



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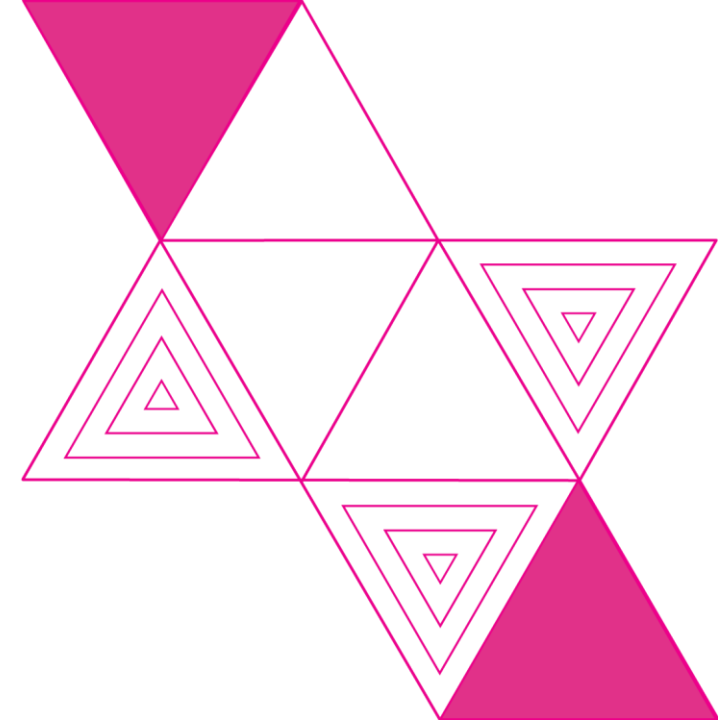
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Black Elephants: Grenfell and Preventing the Next Disaster

Peter Apps
Journalist & Author

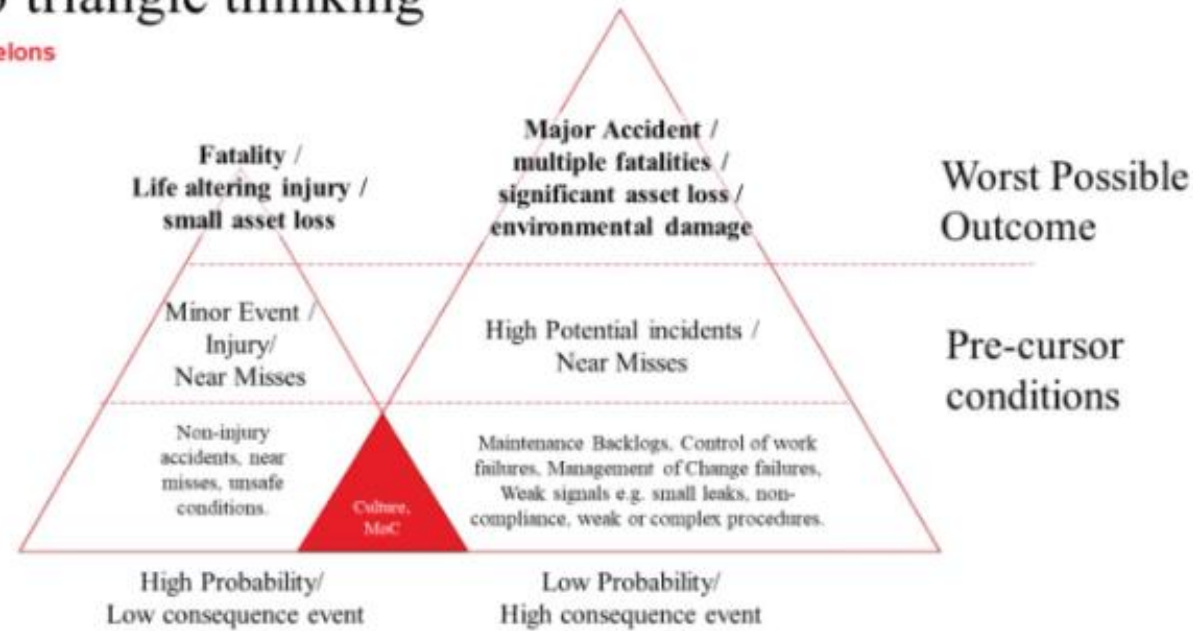






Two triangle thinking

Watermelons





B
← FLATS 1-20
FLATS 21-30 →
EXIT →

B21









The Big Three

- Don't be afraid to name the elephant, even if everyone else is.
- Understand that preventing disasters means getting everyday systems right.
- **Remember what you are providing:** a professional service to paying customers. Maintenance of basic standards is non-negotiable.

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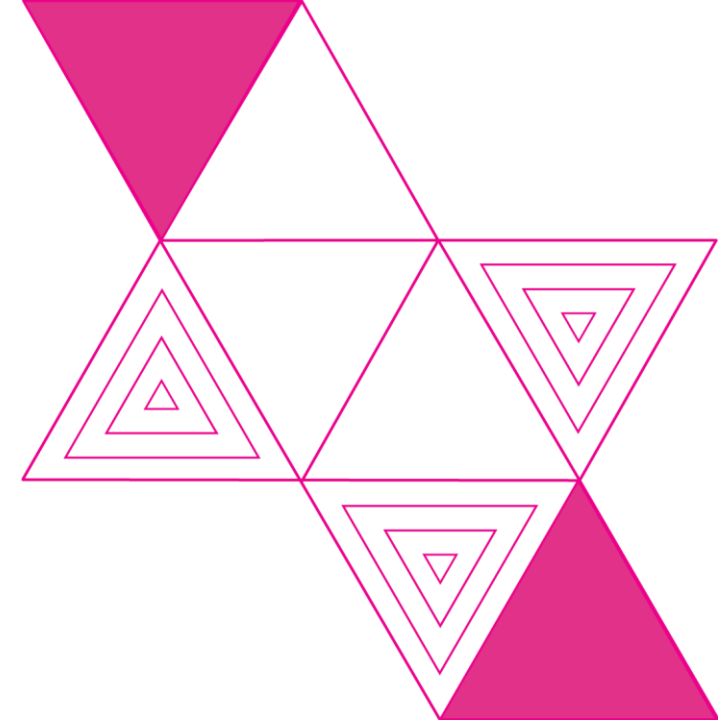
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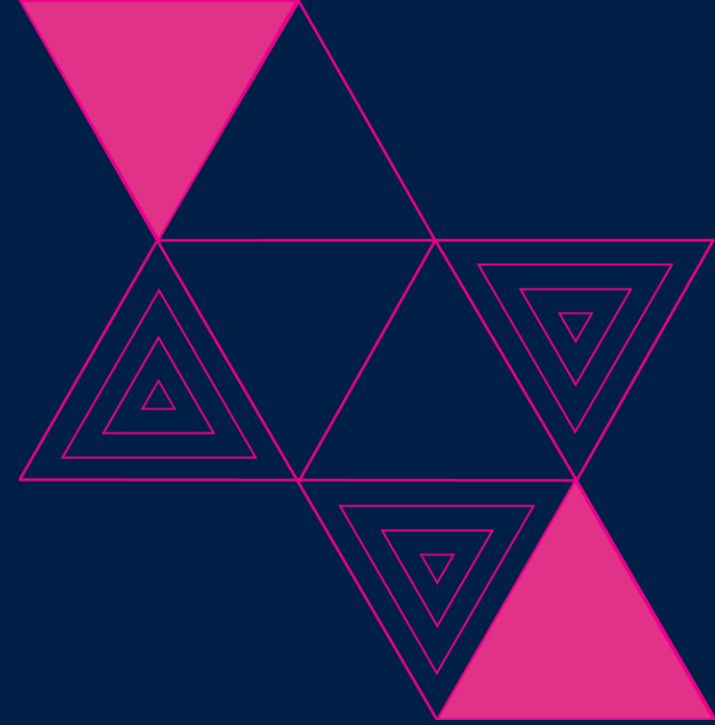
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BSR: Strengthening Safety Through Competence

Sandra Ashcroft

HSE



BSR Aims

- Robust, proportionate, evidence-led regulatory regime that is fit for purpose and places residents at its heart
- Promote competence across the industry and regulators, including building control, to raise standards in design, construction and the management of buildings
- Provide independent, risk-based assurance of the design, construction and occupation of higher risk buildings
- Re-establish confidence in the system so that residents are safe – and feel safe – in their homes.



Regulating the Building Control Profession

BSR oversees the building control profession:

- Local Authority building control
- Building Inspectors
- Building Control Approvers

Unified, regulated profession that has the confidence of clients, industry, homeowners, residents and building users.

Consistently delivering high-quality regulation of building work.

Focus on improving competence, accountability, and achieving cultural change.

Everyone in the profession will have a role to play in delivering the changes needed.



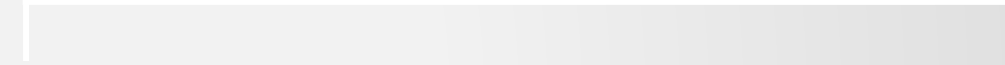
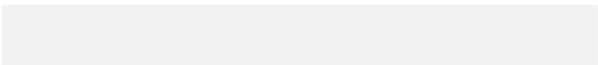
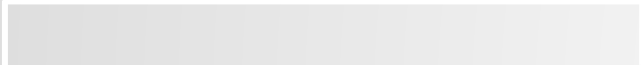
HRB Regime

Mandatory Occurrence Reporting

Design

Build

Occupation - Accountable Person



Gateway
(Planning
stage 1)

Gateway 2
(Design
Stage)

Construction

Gateway 3
(Completion
Stage)

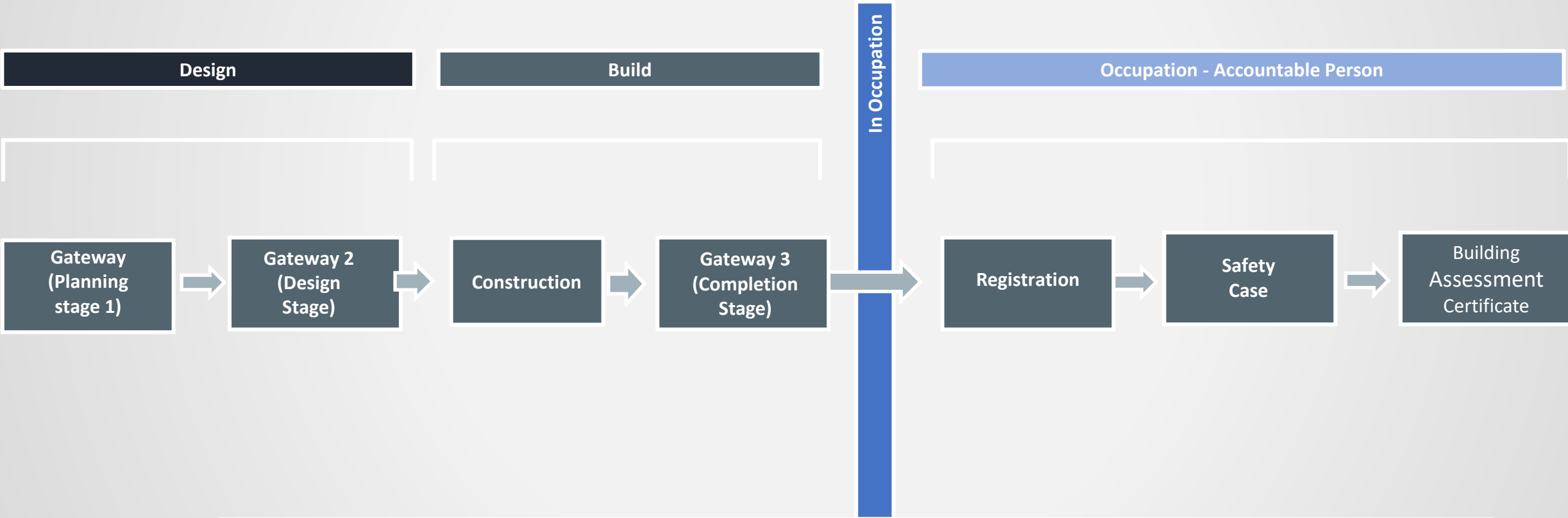
Registration

Safety
Case

Building
Assessment
Certificate

In Occupation

Golden Thread



Key Duties under Part 4 of the Act: Overview

All APs	<ul style="list-style-type: none">• Assess building safety risks (s.83)• Manage building safety risks (s.84)• Keep information about the building – the golden thread (s.88)• Provide information (s.89)
PAPs - AP duties plus:	<ul style="list-style-type: none">• Register the building (s.77)• Provide Key Building Information (s.89 / regulations)• Apply for a building assessment certificate (BAC) when invited to by BSR (s.79)• Display the most recent BAC in a prominent position (s.82)• Prepare safety case report (s.85)• Notify BSR if the report is revised (s.86)• Establish a mandatory occurrence reporting system (s.87(5))• Prepare residents' engagement strategy (s.91)• Establish a complaints system (s.93)

More detail on the duties in the 2 sets of Regulations relating to Part 4

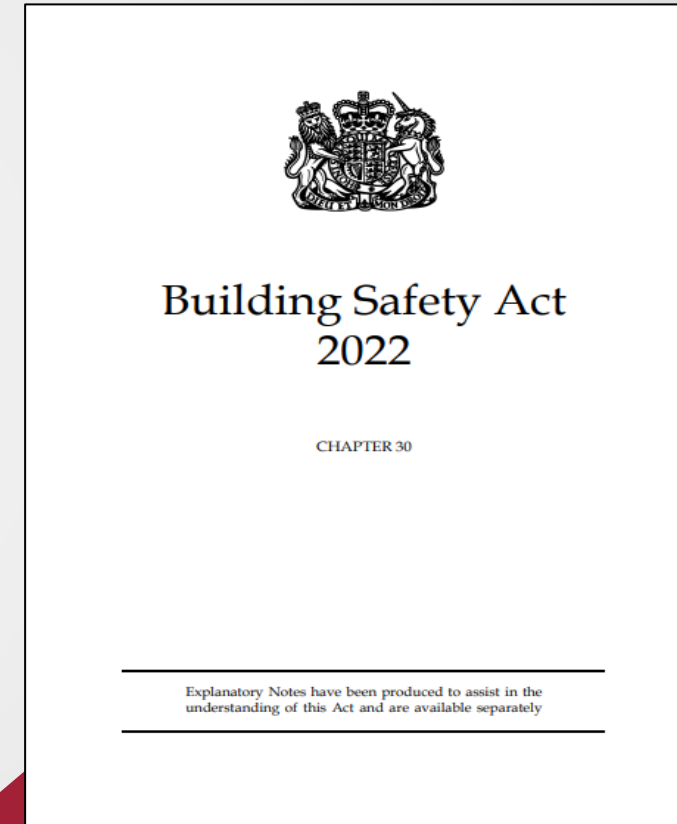
Oversight of safety and standards Building Safety Act

Section 5 – Duty to keep safety and standard of buildings under review.

The regulator must keep under review —

(a) the safety of people in or about buildings in
relation to risks as regards buildings, and

(b) the standard of buildings.



Building Safety Act and Competence

Section 6 – Improving competence

The regulator must provide such assistance and encouragement as it considers appropriate to:

- (a) persons in the built environment industry, and
- (b) registered building inspectors, with a view to facilitating their improving the competence of persons in that industry or members of that profession (as the case may be).



Building Safety Act 2022

CHAPTER 30

Explanatory Notes have been produced to assist in the understanding of this Act and are available separately

Industry Approach to Competence

Frameworks and Competence Management

- BS 8670 Core criteria for building safety in competence frameworks – Code of practice
- PAS 8673 management of safety in residential buildings
- Competence is not just demonstrated through a one-off assessment
- Revalidation should happen at regular intervals
- Organisations need to understand and manage the competence of their workforce.

ICC Objectives

Setting expectations

Awareness

Competence pathways

Evaluating progress

Building control competence

Role of the Client

Defined in building regulations as –

‘any person for whom a project is carried out’

Different types of client:

- Domestic client (defined in regs)
- Commercial client
- Public sector client
- PAPs in HRBs



Client Duties

- Allocate enough time and resource for work
- Make suitable arrangements for planning, managing and monitoring a project
- Enable co-operation between designers and contractors
- Provide building information to every designer and contractor working on the project
- Appoint competent individuals and capable organisations. Including Principal Designers and Principal Contractors.
- [Competent person scheme - current schemes and how schemes are authorised - GOV.UK](#)



The Big Three

- BSR has a responsibility to improve competence and standards for **all** buildings
- A more stringent regulatory regime for those managing HRBs
- Clients have a responsibility to resource projects and appoint competent individuals and organisations.



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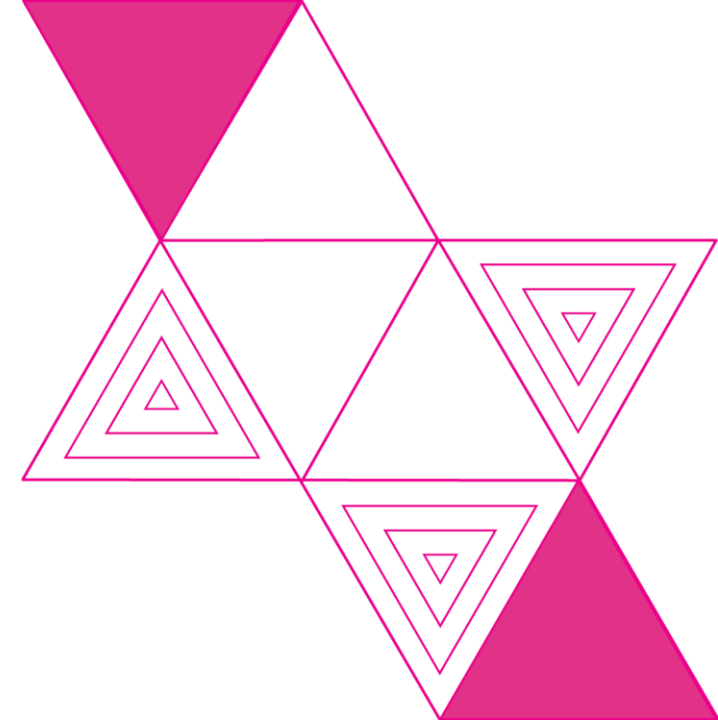
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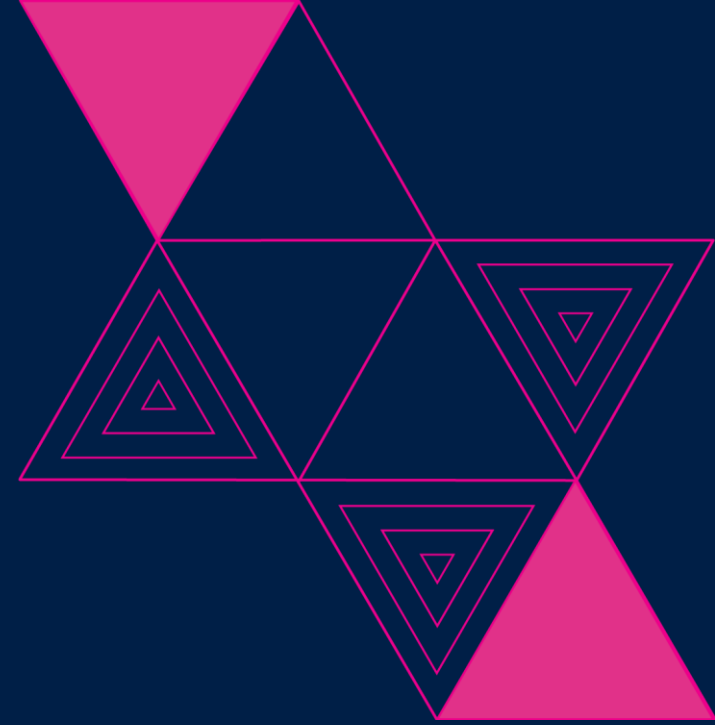
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Why Procurement Skills Are Non-Negotiable

Mark Snelling

The Property Institute



Mark Snelling

- Health Safety and Fire Consultant to the Property Institute
- President of the Association for Project Safety
- Founder Director of the Building Safety Alliance
- Chartered Builder
- Certified Member of IOSH
- Member of BS8670, PAS 8671, PAS 8763 and BS 8674 Committees
- Technical author of the Building Safety Alliance Organisational Capability Standard
- Member of Home Office legislation Review Group.



What is Procurement?

Procurement:

The process of finding and agreeing to terms and acquiring goods, services or works from an external source, often via a tendering or competitive bidding process.

(Source: RICS Procurement of Facility Management 2020).

TPI Model Management Agreement (MMA)

Appendix II – The Services

- Entering into and managing maintenance contracts on behalf of the Client;
- Entering into and managing contracts for the supply of services on behalf of the Client, including utilities;
- Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works; and

If agreed, preparing and monitoring major building works not covered by annual contracts.

The MA may, however 'at the cost of the Client seek the advice of specialist professionals, including surveyors, engineers, building contractors, solicitors and other specialist professional advisers where the carrying out of the Services and Additional Services reasonably requires the Manager to obtain such advice.'

TPI Model Management Agreement

The MMA requires the MA to:

- comply with the applicable laws relating to its obligations in the management of the Property;
- comply with the applicable fire and health and safety laws relating to its obligations in the management of the Property; and
- hold professional indemnity insurance which may include fidelity cover and maintain it during the term.

Damages for Breach of Contract

In most professional negligence claims, there will be an allegation of a breach of contract as well as breach of duty.

The reason for this is because professional negligence can be based on a breach of clause in the contract made between the professional and the claimant, as well as a breach of duty of care owed by the professional to the claimant in the tort of negligence.

In the context of negligence claims, a "professional" refers to anyone who holds themselves out as having expertise and skill in a particular field, such as a solicitor, accountant, or managing agent.

These individuals are expected to meet a specific standard of care within their profession, and if they fail to do so, they can be held liable for negligence.

The professional must conduct themselves to the professional standard commonly held by those in the same profession.

TPI Guidance notes set out the standard of care expected by TPI members.

Criminal Duties

Health and Safety at Work etc. Act 1974

Duty: Section 3 of the Health and Safety at Work etc. Act 1974 [HASAWA] requires an employer to conduct their undertaking in such a way as to ensure, so far as is reasonably practicable, that persons not in their employment who may be affected thereby are not thereby exposed to risks to their health or safety.

Procurement: Where a MA agrees to procure others to deliver services, whether directly, or for and on behalf of their client, they must do so in such a way that ensures, so far as is reasonably practicable, the delivery of services that are procured does not expose persons not in their employment, who may be affected thereby, to risks to their health or safety.

Management: Where a MA agrees to manage the delivery of the service, they also have a duty to manage the service in such a way that ensures, so far as is reasonably practicable, that persons not in their employment who may be affected thereby are not thereby exposed to risks to their health or safety.

Criminal Duties

Building Safety Act 2022

Duty: The duties under Part 4 of the Building Safety Act 2022, duties in relation to managing building safety risk in occupied higher-risk buildings, sits with Accountable Persons [AP] and the Principal Accountable Persons [PAP] and does not transfer to a MA delivering duties on behalf of an AP/PAP.

Any failure will therefore be a contractual matter.

Criminal Duties

The Construction (Design and Management) Regulations 2015

Arrangements: On all projects a client must make and maintain suitable arrangements for managing a project, including the allocation of sufficient time and other resources, to ensure that:

- the construction work can be carried out, so far as is reasonably practicable, without risks to the health or safety of any person affected by the project; and
- the welfare facilities required by Schedule 2 of the regulations are provided in respect of any person carrying out construction work.

Competence: A person who is responsible for appointing a designer or contractor to carry out work on a project must take reasonable steps to satisfy themselves that the designer or contractor has the skills, knowledge and experience, and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project.

A **client** is defined as ‘**any person for whom a project is carried out**’.

Criminal Duties

The Building Regulations 2010

Duty: A client must make, maintain and review suitable arrangements for planning, managing and monitoring a project so, as to:

- ensure that the design work is carried out so that the building work to which the design relates, if built, would be in compliance with all relevant requirements;
- ensure the building work is carried out in accordance with all relevant requirements;
- enable the designers and contractors to cooperate with each other to ensure compliance; and
- provide for periodic review of the building work (and the design work) included or to be included in the project so as to identify whether it is higher-risk building work; and
- be throughout the project.

A **client** is defined as ‘**any person for whom a project is carried out**’.

Criminal Duties

Regulatory Reform (Fire Safety) Order 2005

Duties are imposed by Article 5 of the FSO on the Responsible Person [RP] which in certain circumstances can be a MA.

Article 5(3) also imposes duties on every person, other than the responsible person, who has, to any extent, control of those premises so far as the requirements relate to matters within his control.

Article 5(4) states, *'where a person has, by virtue of any contract or tenancy, an obligation of any extent in relation to:*

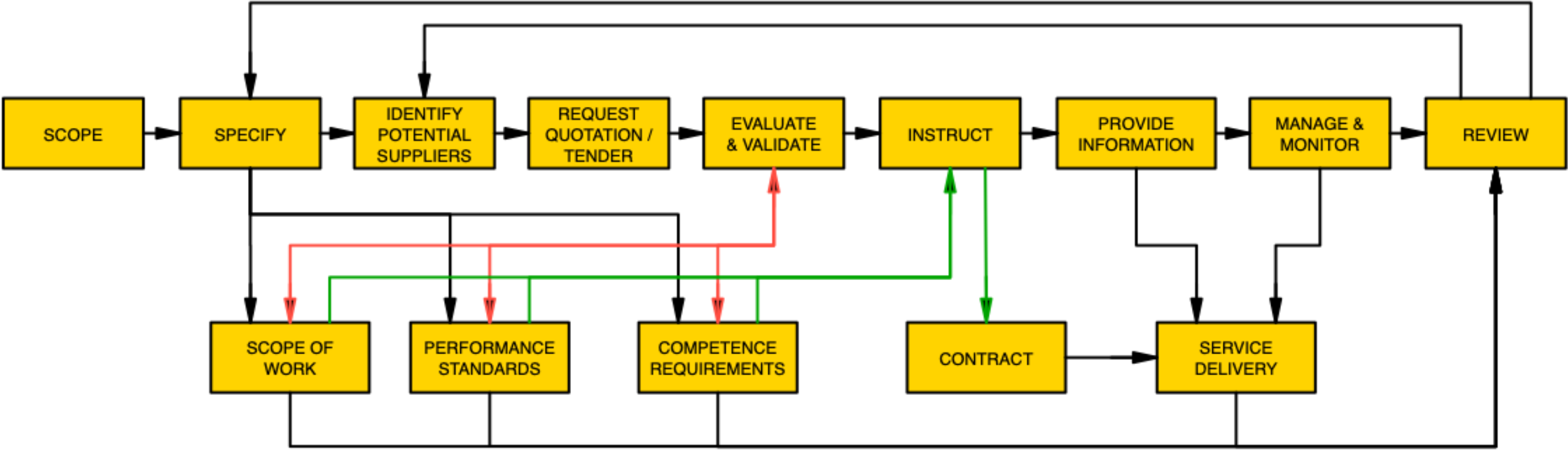
- *the maintenance or repair of any premises, including anything in or on premises; or*
- *the safety of any premises,*

that person is to be treated, as being a person who has control of the premises to the extent that their obligation so extends'.

Where a MA agrees in the management agreement to undertake any of a RP's FSO duties it is almost certain they will have duties under Article 5(3) of the FSO by virtue of Article of 5(4).

Procurement Flowchart

PROCUREMENT FLOWCHART



Procurement Competence

HSE Competence Model

1. Each role has its own set of competence criteria, derived from the work activities that make up the role.
2. An individual's role is specified in terms of the work activities that they must be able to undertake. The associated competence criteria specify the knowledge, skills, experience and behaviour that is necessary for the individual to be considered competent for the role.
3. To determine if an individual is competent to carry out their role, they are assessed against the predetermined competence criteria.
4. The person is deemed competent for the role if their evidence demonstrates that the competence criteria for the role have been met.
5. If the assessment discovers minor shortfalls in competence, it may be possible for the individual to perform a very similar role with the addition of well-defined precautionary measures such as increased supervision.

The Big Three

You (the organisation) need to know enough to:

- specify the works in a way that will deliver the required outcome, to the right standards, in accordance with all legal requirements;
- to evaluate and validate the suppliers offer to ensure that it meets the requirements of the specification; and
- where required , ensure the work is managed to ensure that the specified requirements are delivered.

Knowledge What do you need to know to undertake your role?

Skills Can you apply that knowledge to effectively deliver your role?

Experience Can you apply that knowledge to a wide variety of situations?

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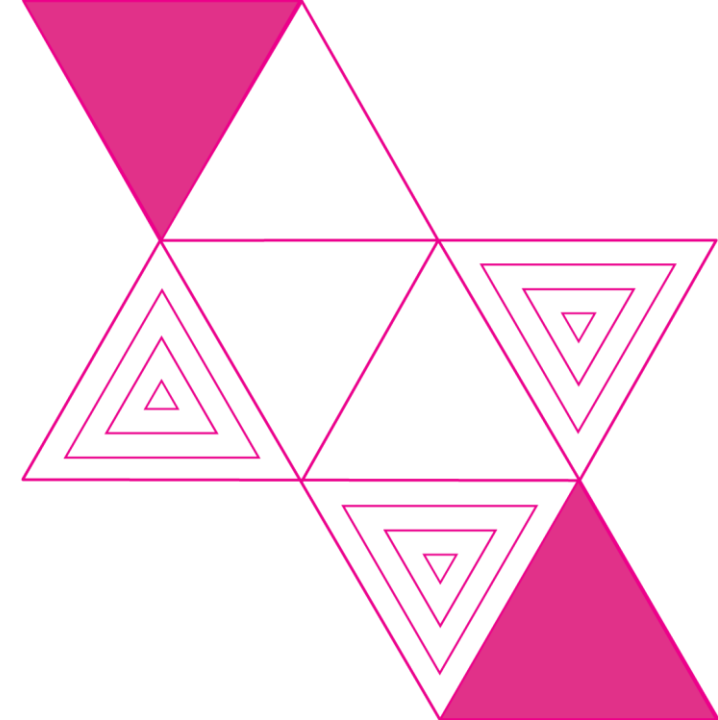
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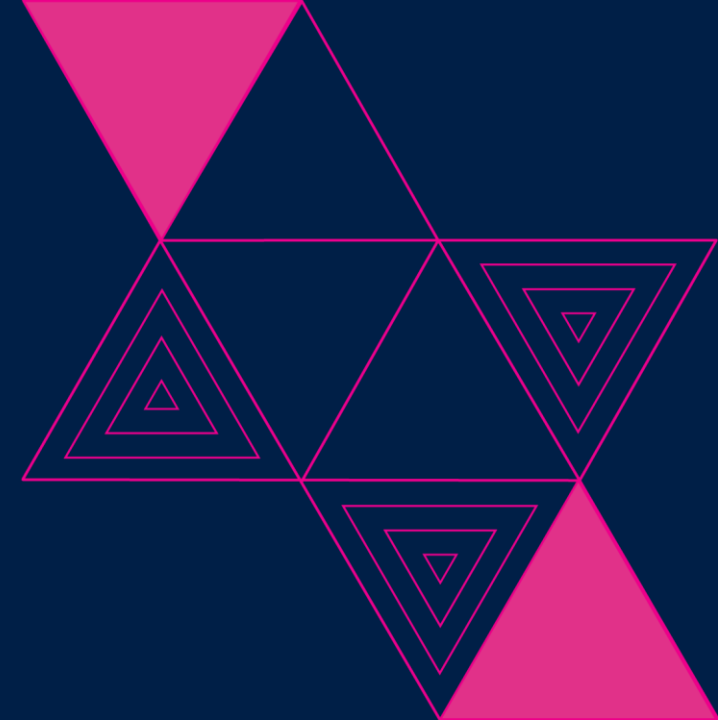
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Grenfell: Lessons from the Public Inquiry

Kate Lamble

Journalist



‘From all of the evidence that you have heard at Phase 2, you are able to distil a single overall conclusion: that there was nothing unknown or not reasonably knowable which caused or contributed to the fire and its consequences.

On the contrary, each and every one of the risks which eventuated at Grenfell Tower on that night were well known by many and ought to have been known by all who had any part to play.

As a result, you will be able to conclude with confidence that each and every one of the deaths that occurred in Grenfell Tower on 14 June 2017 was 19 avoidable.’

Government – Key Lessons

*‘the culmination of **decades of failure by central government** and other bodies in positions of responsibility’*

- Government Priorities
- Immediate Pressures
- ‘Defensive and Dismissive Attitude’

Manufacturers – Key Lessons

‘systematic dishonesty on the part of those who made and sold the rainscreen cladding panels and insulation products’

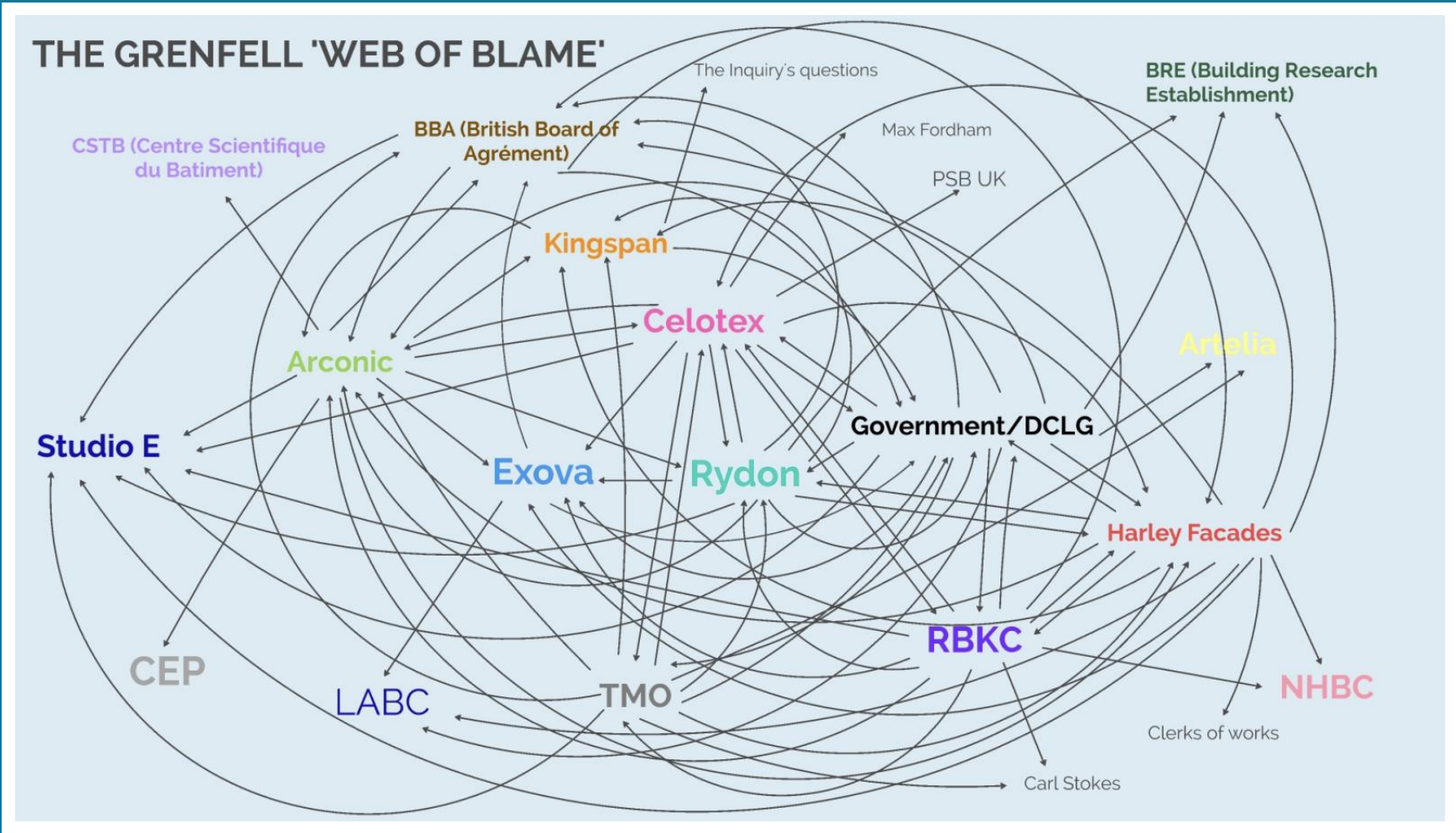
- Commercial Targets & Impact on Company Culture
- Disconnection from Real-Life Consequences
- Overreliance on External Certification

Construction– Key Lessons

‘a series of errors caused by the incompetence of the organisations and individuals involved’

- Lack of Knowledge
- Unclear Responsibilities and Assumptions
- Lack of Curiosity

Grenfell: Lessons from the Public Inquiry



Continuing Safety

*The years between 2009 and 2017 were marked by a **persistent indifference** to fire safety, particularly the safety of vulnerable people.*

However irritating and inconvenient it may at times have found the complaints and demands of some of the residents of Grenfell Tower, for the TMO to have allowed the relationship to deteriorate to such an extent reflects a serious failure on its part to observe its basic responsibilities.

Continuing Safety – Key Lessons

- Oversight
- Connecting Teams
- Relationship with Residents

**THE NAMES OF ALL 72 PEOPLE WHO
DIED AS A RESULT OF THE GRENFELL
TOWER FIRE**

	Hesham Rahman	Yaqub Hashim	Isaac Paulos
	Husna Begum	Gary Maunders	Vincent Chiejina
	Kamru Miah	Anthony Disson	Joseph Daniels
	Mohammed Hamid	Ligaya Moore	Steve Power
	Mohammed Hanif	Sheila	Abufiras Ibrahim
Mariem Elgwahry	Rabeya Begum	Victoria King	Isra Ibrahim
Eslah Elgwahry	Majorie Vital	Alexandra Atala	Fathia Ahmed Elsanousi
Fatemeh Afrasiabi	Ernie Vital	Mary Mendy	Mohammad Alhajali
Sakina Afrasehabi	Marco Gottardi	Khadija Saye	Denis Murphy
Mohamed Neda	Gloria Trevisan	Farah Hamdan	Zainab Deen
Rania Ibrahim	Sirria Choucair	Omar Belkadi	Jeremiah Deen
Hania Hassan	Bassem Choukair	Malak Belkadi	Abdulaziz El-Wahabi
Fethia Hassan	Nadia Choucair	Leena Belkadi	Faouzia El-Wahabi
Debbie Lamprell	Mierna Choucair	Logan Gomes	Yasin El-Wahabi
Jessica Urbano Ramirez	Fatima Choucair	Ali Yawar Jafari	Nur Huda El-Wahabi
Hamid Kani	Zainab Choucair	Khadija Khalloufi	Mehdi El-Wahabi
Berkti Haftom	Hashim Kedir	Mohamednur Tuccu	Pilly Burton
Biruk Haftom	Nura Jemal	Amal Ahmedin	
Raymond Bernard	Yahya Hashim	Amaya Tuccu Ahmedin	
Abdeslam Sebbar	Firdaws Hashim	Amna Mahmud Idris	

Hear more...



Grenfell: Building a Disaster

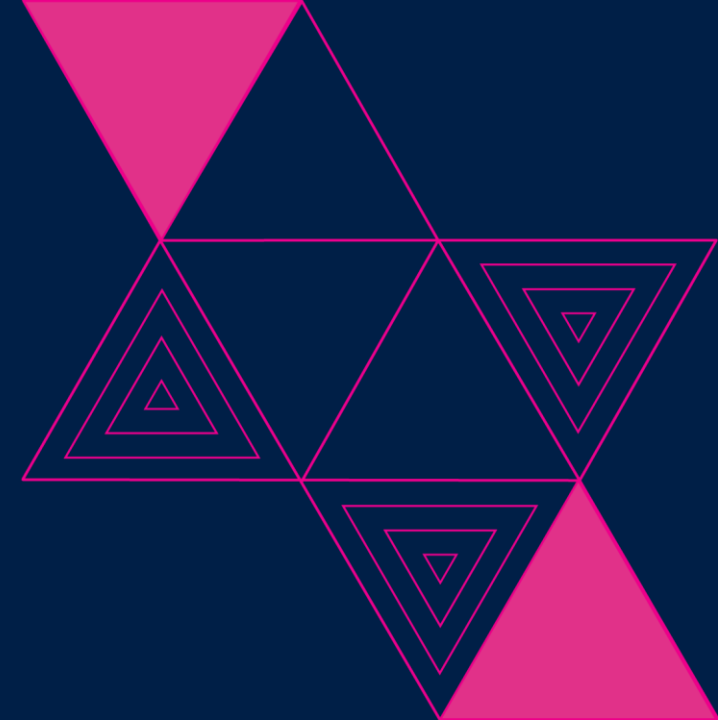
BBC Radio 4



The Grenfell Tower Inquiry Podcast

BBC Sounds





Welcome Back!

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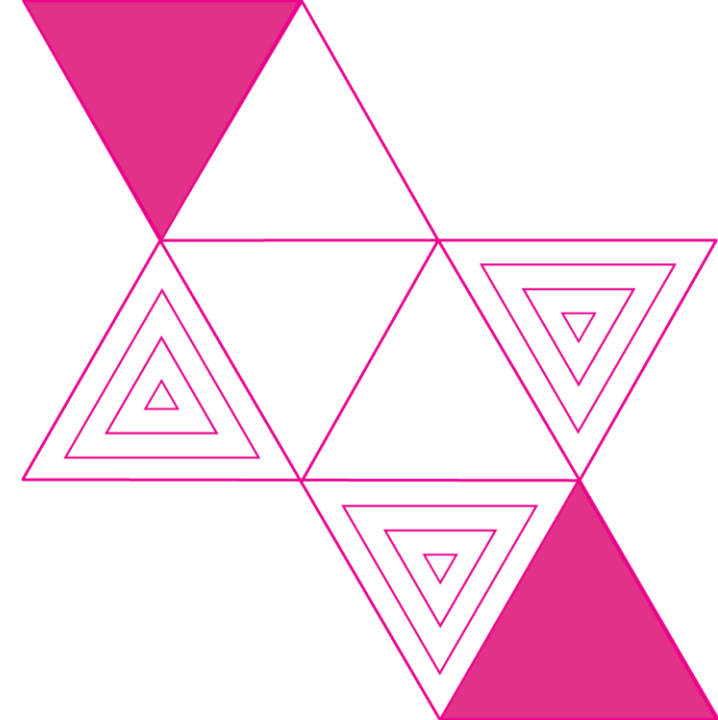
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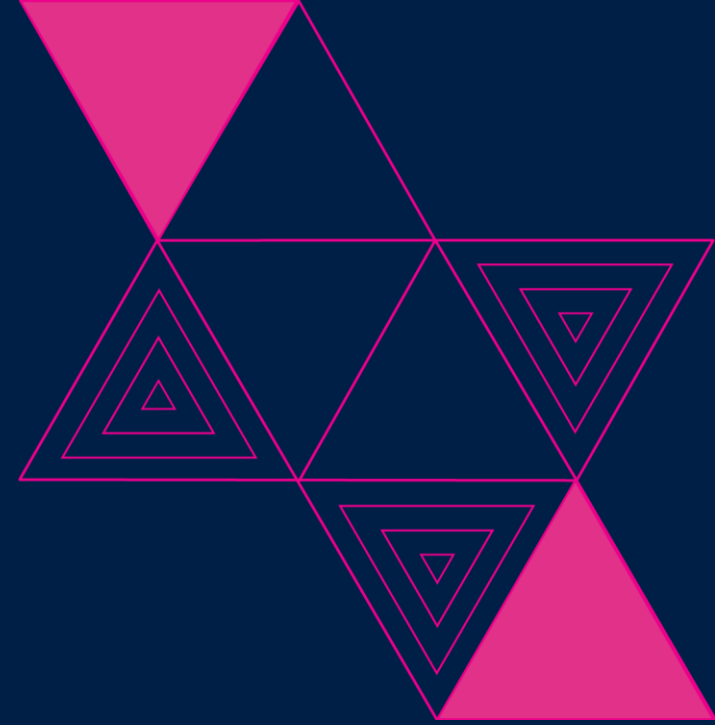
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Q&A

Jaclyn Mangaroo

The Property Institute



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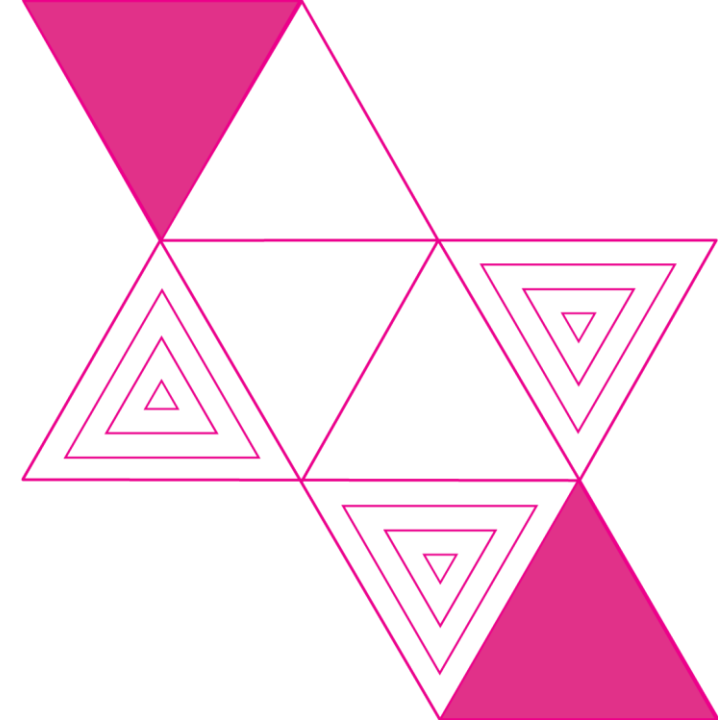
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 **TPI Awards** 2024

Ann Garland Award

Outstanding Paper — Level 3 Associate Exam
in Leasehold Management 2024

Ben Hallows



 **TPI Awards 2024**

British Property Federation Award

Outstanding Paper — Level 4 Member Exam
in Leasehold Management 2024

Aleksandra Szewczyk





Brethertons Legal Award

Outstanding Legal Paper — Level 4 Member
Exam in Leasehold Management 2024

Natalie Daniels



 **TPI Awards 2024**

Tetra Health & Safety Award

Outstanding Health & Safety Paper — Level 4 Member Exam
in Leasehold Management 2024

Aleksandra Szewczyk



 **TPI Awards** 2024

Housing Association Award

Outstanding Housing Association
Paper 2024

Adam Hall



 **TPI Awards 2024**

ARL Build To Rent Award

Outstanding Paper — Level 4 Member Exam
in Build To Rent **2024**

Adam King



 **TPI Awards** 2024

Factoring Award

Outstanding Paper — Professional Diploma
in Factoring Exam 2024

Lynsey Hutchinson



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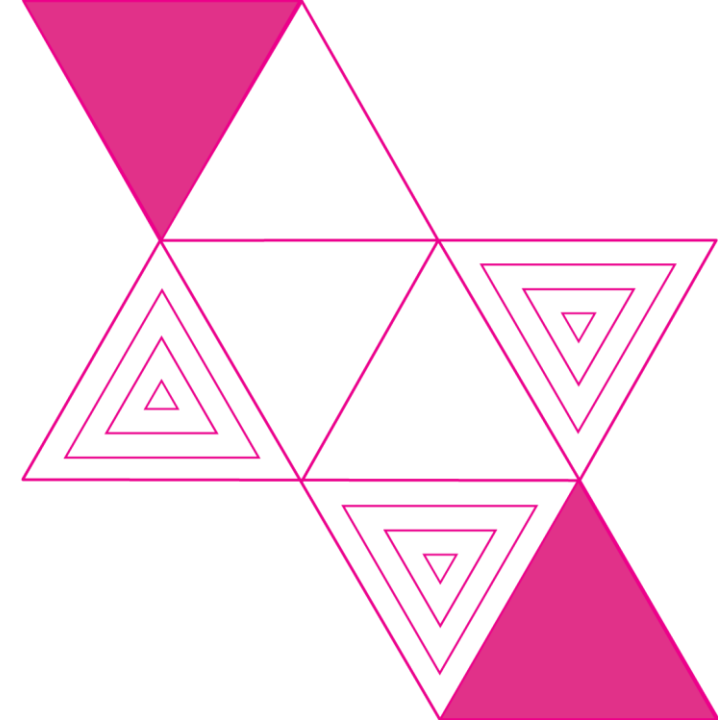
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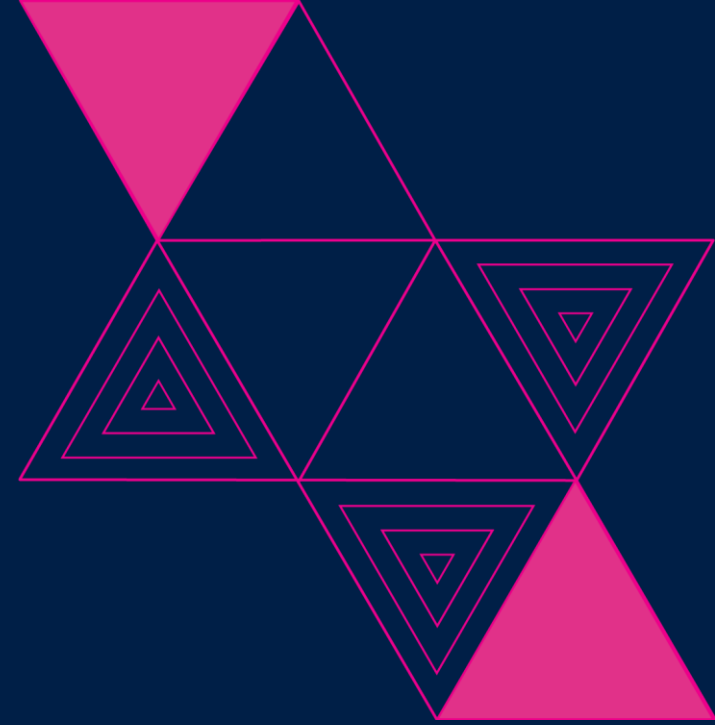
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Legendary Legal Update

Roger Hardwick & Emma Bush

Brethertons



Speakers

Exceptional Service
Personal to You



Roger Hardwick

Partner

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Disclaimer

Please treat the contents of this webinar as food for thought, but don't take any action based on its contents unless you have taken legal advice.

The speakers cannot accept responsibility for any errors or inaccuracies, loss or damage unless we have given you, personally, specific advice relating to a matter about which you have given us full background details.

You must also bear in mind that the contents of this webinar are based on English Law, and because it contains archival material, that material is bound to go out of date (so please bear in mind the date this webinar was recorded). Please also remember that the law may be different in Wales.



Coming Up...

- Costs awards in the FTT
- Right to manage
- Applications to vary leases
- Building safety
- Right of first refusal
- Admin & service charges
- ASTs (briefly)
- Anticipated this year...
- Commonhold



Not Covering...

Exceptional Service
Personal to You

- LAFRA
 - Leasehold reform
 - Property management reforms
 - Insurance commission consultation
 - Amendments to BSA



Lea v GP Ilfracombe Management Company Limited (2024) EWCA Civ 1241

- Costs in the FTT
- Only recoverable if one party has acted unreasonably in bringing, or defending, in connection with proceedings: Rule 13, Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013
- Meaning of *'unreasonable'*
- Approved *Willow Court*
- The *'acid test'* is whether there is a reasonable explanation for the conduct.
 - Would a reasonable person acting reasonably have acted in this way?
 - Is there a reasonable explanation for the conduct?
 - While vexatious conduct or harassment may justify an award of costs, neither is a prerequisite for such an award.



Lea v GP Ilfracombe Management Company Limited (2024) EWCA Civ 1241

- Sum claimed - c.£2.4m
 - ***‘Unsupported by a single piece of paper’***
 - The representative of GPIMC admitted that he did not believe that the sum claimed was justified and that he had *‘no genuine belief that these were the sums required to manage the property’*
 - The proportions were wrong and most of the costs amounted to irrecoverable improvements
 - Clearly unreasonable
 - GPIMC ordered to pay costs
-
- Application
 - *Assethold v Piano Works* [2024] 399 (LC)
 - *Zaid Alothman Holdings Limited v Better Intelligent Management Limited* [2024] UKUT 253 (LC)

Key Takeaways

- If you are considering applying to the FTT, take legal advice, and make sure you have reasonable grounds for bringing the application.
- If you are a party to FTT proceedings and you believe that the other party has acted unreasonably, consider making an application for an order for costs.



Avon Freeholds Limited v Cresta Court E RTM Company Ltd (2024) UKUT 335 (LC)

- Another case where the court had to consider whether a procedural defect invalidates a right to manage claim.
- Issue 1: whether the lessee under a newly granted long lease, not yet registered at HM Land Registry and therefore effective in equity but not at law, was a qualifying tenant to whom a notice of invitation to participate ('NIP') should have been served.
- Land Registration Act 2002, s.27(1), and the so called '**registration gap**'
- Answer: yes. But where a lease which has been granted and registered is later sold, the registered owner will be the qualifying tenant until the registration of the sale has completed.
- Issue 2: whether a failure to serve a NIP invalidates the claim.
- Answer: no. Only a leaseholder who has not been served with a NIP can challenge the validity of the claim.



Key Takeaways:

- Relevant to anyone involved with RTM claims.
- Non-service of NIP not fatal.
- It is likely that the only grounds for successfully challenging an RTM claim will be that the *'premises'* doesn't qualify.
- Technical challenges relating to the contents and service of notices will become a thing of the past (especially in combination with new cost rules).
- Caution: appeal to the Court of Appeal pending.



159-167 Prince of Wales Road RTM Co Ltd v Assethold Ltd (2024) EWCA Civ 1544

- Another case involving the *'registration gap'*
- Assethold purchased the freehold and head lease of a block of flats
- The purchase had not yet been completed by registration by the time the RTM Co served its claim notice to acquire the right to manage the premises
- Assethold served a counter notice disputing the claim, but not denying that it was a *'landlord'*
- RTM Co applied to the FTT but withdrew its application the day before the hearing
- Assethold sought its costs under s.88, C&LRA 2002.



159-167 Prince of Wales Road RTM Co Ltd v Assethold Ltd (2024) EWCA Civ 1544

- HELD: Assethold was not the legal owner of the freehold and head lease at the time the claim notice was served, because its purchase had not been registered. It was not entitled to its costs because it wasn't a 'landlord under a lease'. '**Landlord**' meant landlord as a matter of law (not equity).
- RTM Co not estopped from denying that Assethold was a landlord. Ingredients for estoppel not proven.

Key Takeaways:

- Perhaps not relevant for costs any longer, following recent reforms.
- But important for determining who is '**the landlord**', in an RTM claim.
- If your client has just sold, or just purchased, a freehold reversion or head lease, it will be the registered owner who is the landlord, which means the seller until the sale has been registered.
- Especially relevant in recent times, given the very long delays at the Land Registry (up to 2 years).

Two UT(LC) Decisions on '*Self-Contained Part of a Building*'

Exceptional Service
Personal to You

- *The Courtyard RTM Co Limited & others v Rockwell (FC103) Limited & others and 14 Park Crescent Limited & others v 14 Park Crescent RTM Co Ltd & others* [2025] UKUT 39 (LC).
- Can only claim the right to manage premises which consist of *either* 'self-contained building' or (ii) a 'self-contained part of a building'.
- A 'self-contained building' is a building which is 'structurally detached'
- A 'self-contained part of a building' must satisfy the following conditions:
 - Constitute a vertical division of the building
 - Be capable of independent redevelopment
 - Services must be provided independently or be capable of being provided independently without significant interruption to those services.
- About the '*self-contained part of a building*' test.



Two UT(LC) Decisions on '*Self-Contained Part of a Building*'

- Facts
- Vertical division:
 - Only applies at the points where the 'part' immediately adjoins the rest of the building to which it is attached.
 - The fact that the notional dividing line must pass through a solid structure perpendicular to that line is no obstacle to the premises constituting a vertical division of the building.
 - Open plan, undivided basement car park – no vertical division. Some physical division necessary.
 - Shared foundations irrelevant.
 - Independent redevelopment
 - Independent redevelopment test could be met even if support was needed to the adjoining structures.
- Services
 - On the facts, fire alarm services could be provided independently.



Key Takeaways

- Relevant for anyone who deals with RTM claims.
- Important because very little guidance on '*self-contained part of a building*'.
- When considering whether a building is a '*self-contained part of a building*', ask yourself whether there is an actual physical vertical separation (such as a wall), not whether an open space is technically capable of being divided vertically.
- If in doubt, obtain the evidence of an expert (e.g. structural engineer or surveyor), and legal advice.



Interface Properties Limited v 307 Barking Road RTM Company Limited (2024) UKUT 383 (LC)

- Right to manage cannot be claimed where internal floor area of any non-residential parts exceed 50% of the total internal floor area of the premises taken as a whole.
- A part of the premises is *'non-residential'* if it is neither
 - (a) occupied or intended to be occupied for residential purposes
 - (b) comprises in any common parts of the premises.
- For the purpose of determining the internal floor area, common parts are disregarded.
- Meaning of *'internal floor area'*.



- At time of appeal the relevant threshold was 25% (as opposed to 50%).
- Building contains commercial premises on ground floor, 4 flats and 2 roof voids.
- If roof voids included in calculations, claim fails.
- Roof voids have no floor, only joists between which the upper surface of the ceiling of flat can be seen. Therefore, not part of the *'internal floor area'*.

Key Takeaways

- When considering whether the relevant non-residential threshold is met, exclude roof voids with no floor.

56 Westbourne Terrace RTM Company Ltd v Polturak [2025] UKUT 88 (LC)

Exceptional Service
Personal to You

- Application to vary flat leases - s.35, Landlord and Tenant Act 1987.
- Leaseholders of 3 flats had failed to pay their service charges for some time. RTM Co unable to manage the building as it would have liked due to arrears.
- The only cost recovery clause was a standard '69 Marina' type clause:

'To pay all expenses including solicitors' costs and surveyors' fees incurred by The Lessor of and incidental to the preparation and service of notice under Sections 146 and 147 of the Law of Property Act 1925 (or any other notice hereunder) notwithstanding that forfeiture be avoided otherwise than by relief granted by the Court.'

- RTM Co cannot rely on that clause to recover its clause.
- RTM applied to the FTT to vary the flat leases
 - to entitle it to recover from the leaseholder any costs incurred in recovering arrears or enforcing breaches
 - to entitle it to recover its legal costs as a service charge.



56 Westbourne Terrace RTM Company Ltd v Polturak [2025] UKUT 88 (LC)

- Section 35(2)(e) applied
- FTT wrong to refuse to grant the variation
- Interesting departure from the more restrictive / narrow approach taken in:
 - Cleary v Lakeside
 - Shellpoint v Barnet
 - Triplerose v Stride
 - Camden v Morath
- The fact that L / RMC / RTM Co makes a loss is not *by itself* sufficient to establish that a lease fails to make satisfactory provision
- Something more is needed (e.g. demonstrating that the lease provision / defect is making it difficult to manage the estate)
- But a broader approach may now be taken.

Key Takeaways

- If you act for an RTM company and your client is unable to recover the legal costs that it incurs in recovering arrears or enforcing breaches, consider applying to the FTT to vary the leases to include a cost recovery clause.

- Application to FTT for a remediation order, to compel L: Java Properties International Limited, to install cavity barriers and remove and replace combustible cladding.
- An application for a RO can only be made against a *'relevant landlord'*.
- A *'relevant landlord'* is 'a landlord under a lease of the building or any part of it who is required, under the lease or by virtue of an enactment, to repair or maintain anything relating to the relevant defect'.
- RTM Co had acquired the right to manage Thanet Lodge.
- HELD: Java Properties was not a *'relevant landlord'* as all of its repairing obligations had been transferred to the RTM Co.

Key Takeaways

- If an RTM Co has acquired the right to manage a relevant building which contains building safety defects, do not apply for a remediation order.
- Apply for a remediation contribution order instead.

Grey GR Limited Partnership v Edgewater Stevenage Limited & others,
CAM/26UH/HYI/2023/0003 (Vista Tower)

- Remediation contribution orders
- 16 storey block in Stevenage, converted in 2015
- Combustible panels and serious fire stopping and compartmentation defects
- Rs = 76 “associated” corporate entities (which, e.g. shared a director during the relevant period)
- ‘Just and equitable’
- Developer at the top of the hierarchy
- clear pattern of directors and/or shareholders being drawn from a relatively small pool of connections, related by family links or longstanding business association
- Involvement in similar enterprises
- ‘complex and interconnected web of relationships and interdependencies’
- ‘fluid, disorganised and blurred network or structure’
- All 76 companies jointly and severally liable for £13m.



SGL 1 Limited v FSV Freeholders Limited [2025] EWHC 3 (Ch)

- Right of first refusal
- Multiple blocks (A, B, C, E)
- Offer notices served under s.5 of the LTA 1987 in respect of each block
- HELD: s.5 notices were invalid, because blocks A, B, C and E should be treated as one building, applying *Longacre v Karet*.

- The correctness of this decision has been questioned
 - Is *Longacre* correct?
 - Landlord under a duty to sever the transaction to deal with each building separately, but that does not prevent the landlord from serving s.5 notices in respect of a part of a building.
- Permission to appeal to the Court of Appeal has been granted.

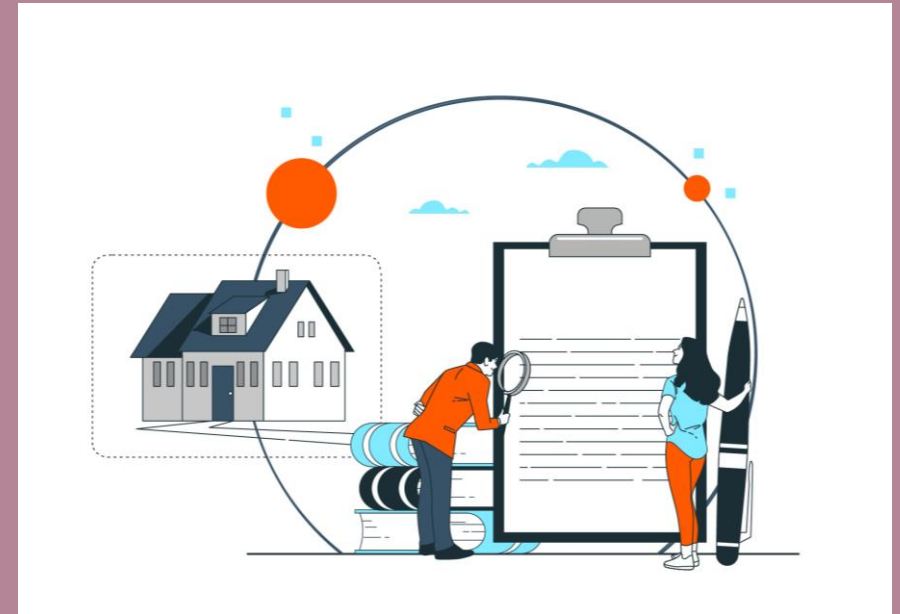
- Takeaway (if you / a client are looking to sell a freehold or head to which Part I of the LTA 1987 applies and there are multiple blocks managed as one)
 - Ideally wait until the Court of Appeal has clarified the law
 - If that is not possible, may need to serve multiple s.5 notices in the alternative (with one set assuming all the blocks are one building, and another set dealing with each building separately).

- Costs only recoverable if there were ‘arrears of service charge’.
- 2014 FTT only determined limited questions: e.g. whether RTM Co entitled to make demands (whether RTM Co properly constituted) and whether 2014-2015 SC reasonable.
- FTT did not determine whether or when SC became payable.
- FTT decisions ‘will not ... take effect as an enforceable judgment’.
- Service charge demands, in fact, invalid and not payable.
- No arrears. No costs.
- *Obiter* - administration charges not payable until properly demanded, with summary of rights.

Key Takeaways

- If you are applying to the FTT, make sure it determines that the SC is payable, and don’t leave and issues undecided
- Formal demands needed for admin charges. Don’t simply add them to the lessee’s account.

- *Khan v D'Aubigny* [2025] EWCA Civ 11
- Renters Rights Bill (update)



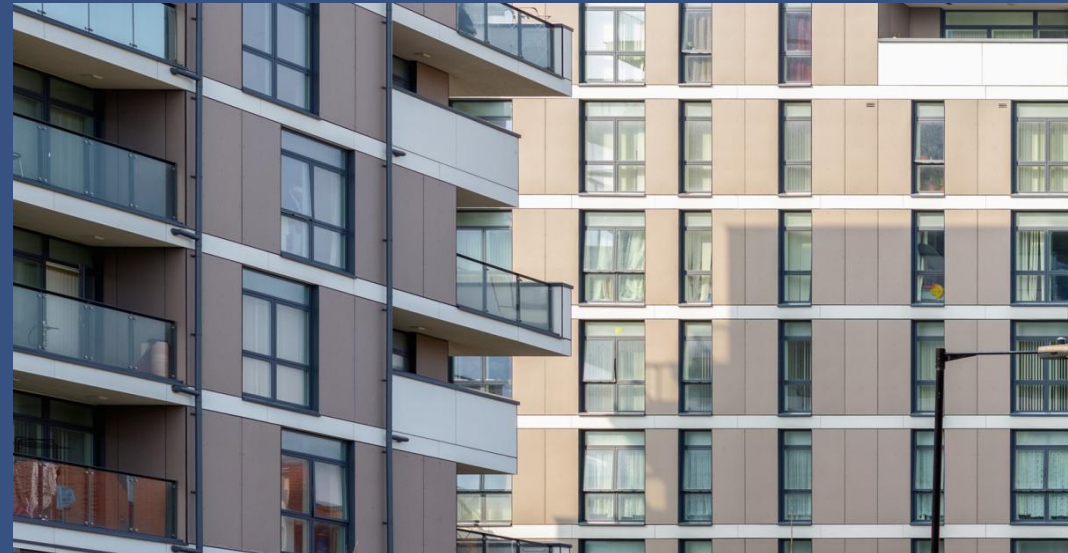
Coming Up...

- *Hippersley Point and Triathlon* – decision awaited (Court of Appeal).
- LAFRA, A1P1 challenges – to be heard in July 2025 (High Court).
- *Abacus Land 4 Limited v Bradley & Rhodes* – what is ‘reasonable’ (Court of Appeal)?
- *Cloisters Business Centre Management Co Ltd v Anvari* – application of LTA 1985 to head leases (Court of Appeal).



Commonhold (in brief)

- Overview of commonhold now:
 - Freehold units
 - Freehold common parts owned by CA
 - CCS
- Commonhold White Paper
- Potential reforms.



Commonhold (in brief)

- Sections
- Separate heads of costs based on use / benefit
- Rights for developers during ongoing construction / development of other phases etc.
- Threshold for changing local rules – 75% (increased from 50%)
- Short term lets permitted, subject to local rules
- Improved processes for appointing / removing directors
- Easier for unit owners to make minor alterations which interact with common parts
- Commonhold budget subject to yearly vote
- Mandating & protecting reserve funds
- Power for unit holders to set index linked cap on annual expenditure
- CAs able to take out loans
- Dispute resolution procedure
- Enforcement & recovery of debts – expedited order for sale
- Minority protections – unit owners in a minority can apply to tribunal to challenge CA decisions
- Commonhold Community Information Certificate – on sale
- Winding up commonhold & successor associations.

THE BIG THREE

1. If you are applying to the FTT, make sure you have reasonable grounds for making the application.
2. RTM claims are becoming more difficult to challenge on technical grounds... but get legal advice if you're not sure whether the 'premises' qualifies.
3. Costs: make sure you demand admin charges, and if you act for an RTM Co and can't recover your costs from leaseholders who are in arrears / breach, consider applying to the FTT to vary the leases.

3.2 Commonhold isn't going away.



Thank you

Exceptional Service
Personal to You



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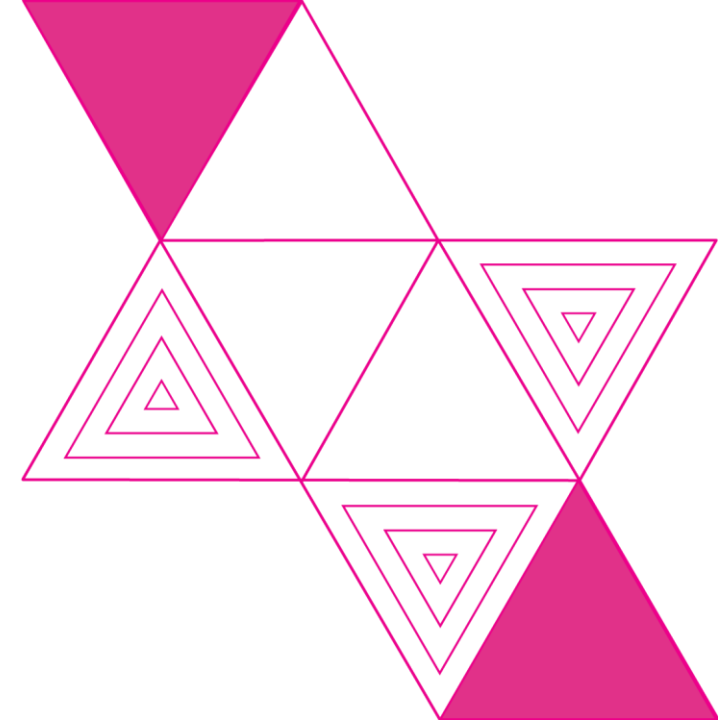
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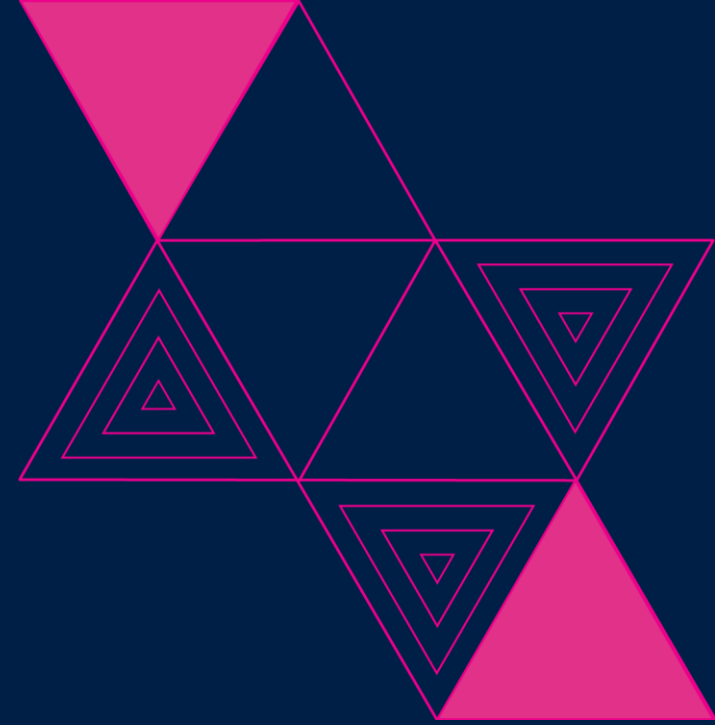
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Protect Your Peace

Adam Laidler

Psychotherapist

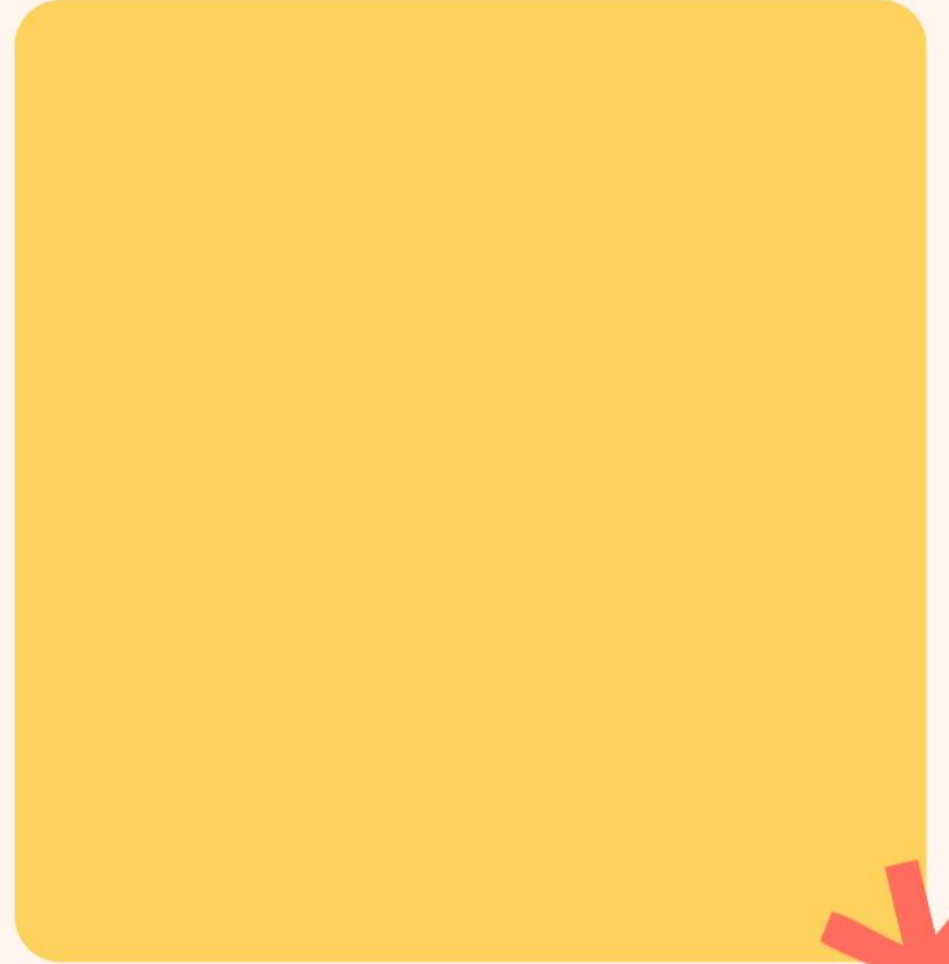




SELF SPACE



SELF SPACE



SELF SPACE



**Does she think this is
acceptable behaviour?**



SELF SPACE



**Does she think this is
acceptable behaviour?**

**Does she not appreciate
what I do for her?**



SELF SPACE



Does she think this is acceptable behaviour?

Does she not appreciate what I do for her?

Does she not know how important I am?



“

**When we believe in our
thoughts, when we tell ourselves
a story, we suffer.**

”

Byron Katie

Get Over Yourself



(Sorry - the pity party is over)



Is Anyone Going To Die?

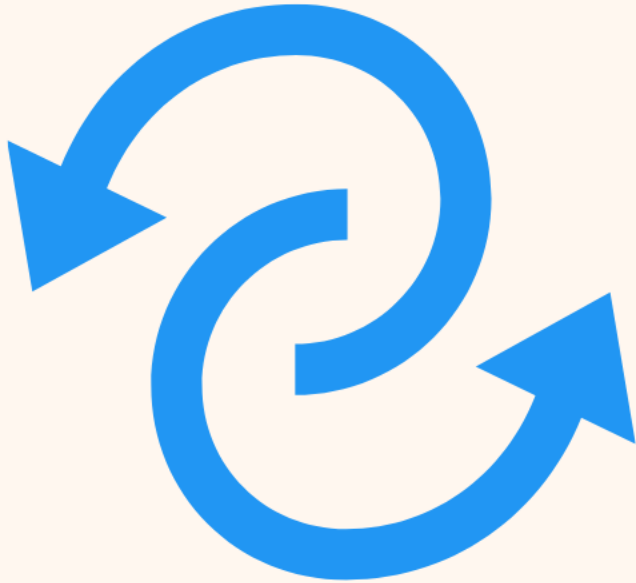




Breathe



A Plot Twist?



We can use awareness +
action to regulate our bodies,
get a clearer view, and create
a story grounded in reality.

Be Kind To Yourself



(it's good for your body)



THE BIG THREE

Get Over Yourself - Stories Steal Peace

Chill Out - Unless Your Life is in Danger

Be Kind To Yourself - And Others



We have been **SELF SPACE**

A contemporary mental health service offering a good conversation with a qualified person, through flexible access to straightforward therapy.

We believe everyday mental maintenance is an essential part of not just surviving, but thriving.

Our mission is to transform and modernise the culture around mental health by supporting committed individuals and companies to reach their full potential.

Check us out!

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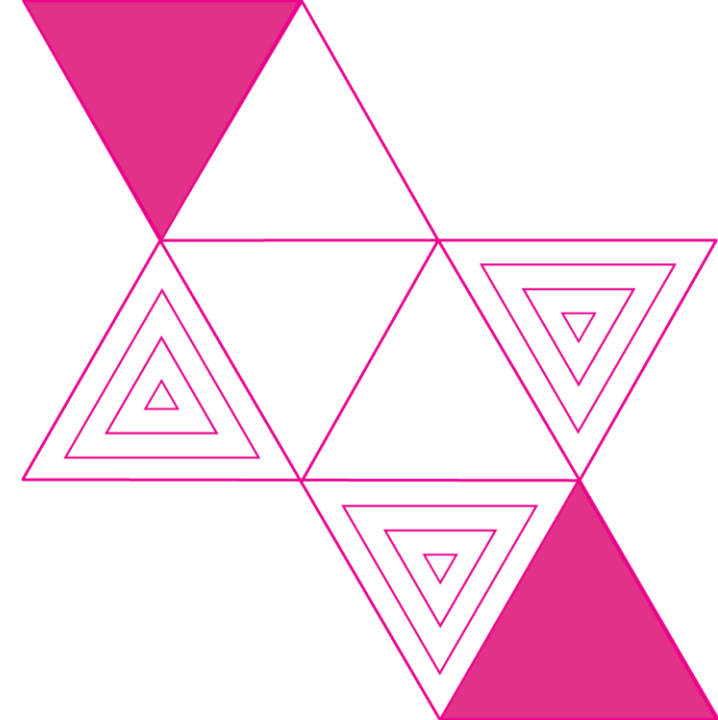
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Insurance | Risk Management | Consulting



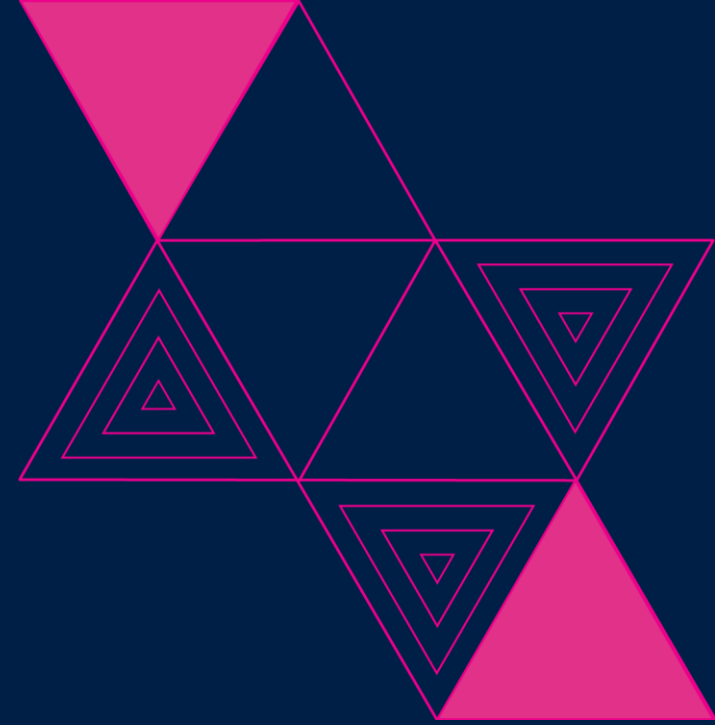
Silver



Speaking Truth To Power: How TPI is Engaging with Government

Jaclyn Mangaroo

The Property Institute





SPEAKING TRUTH TO POWER

HOW TPI ENGAGES WITH GOVERNMENT



Jaclyn Mangaroo
CHIEF COMMUNICATIONS OFFICER

The Property Institute 

Boarding Complete

This is your pre-flight safety check

- Buckle up
- Note your nearest exit points
- I expect a round of applause upon safe landing

A person's hand is shown holding a small white model airplane. Below, a young child with curly hair is smiling broadly, looking up towards the airplane. The background is a soft, out-of-focus grey.

In-Flight Entertainment

- Your Cabin Crew
- Our Flight Plan
- Anything from the trolley?
- Beginning Our Descent
- Destination and Onward Journey

Our Crew

- Our government engagement started in the wake of Grenfell and responding to the cladding crisis
- We promised a ‘great big comms machine’
- Team of four...plus – external support from public affairs experts
- Weekly meetings with members to support with insight and data

Conditions

Political

- New Labour Govt – 300 days in
- Local & national parliamentary elections

Housing

- Tenure reform – PRS, social, leasehold & commonhold
- Pro-development planning reforms
- Net Zero
- Safety Agenda

Economic

- Macro
- Micro & personal finance

Our Responsibilities

- We're in good company - Home Buying & Selling Council , the ICC, UK Finance, ABI, G15, the NLG, the FoPRA, LEASE and the Building Safety Regulator
- Audiences & stakeholders:
 - Government - Departments, ministers & officials
 - Parliamentarians - MPs and Peers
 - Industry - Members, media, and sector bodies

And most importantly, we feed our intel and insight back into TPI colleagues, to ensure our membership offering develops to support members through any changes



Our Airmiles

- Lord Best's RoPA working group and final report (2018-19)
- Law Commission's review of Commonhold (2019 -20)
- Pandemic & Lockdown Guidance
- Cladding Crisis
- Building Safety Bill Amendments
- Remediation Programme
- Insurance Commissions

building.safetyhub.org.uk

Bookmarks HTVL to PDF - Con... Zoom GoToWebinar ARMA Consultants Track... QR Ladder Adobe Acrobat



[Building Safety Act](#) [Building Remediation](#) [Building Safety Regulator](#) [Fire Safety](#) [Structural Safety](#)



Building Safety Hub

Supporting building and fire safety excellence in tall residential buildings in England

UK Finance Updates Lender Statement on EWS1

Thursday 24 April 2025

Today, Thursday 24 April, UK Finance has published an update to the current lender statement on cladding. This update covers:

- Reliance in the mortgage journey on EWS1 forms more than five years old, and
- The scenario of an EWS1 form in the mortgage journey by an invalid signatory

Leaseholders and prospective buyers will now have more clarity on purchasing homes with building safety issues, following a key update from mortgage lenders and the Royal Institution of Chartered Surveyors (RICS) regarding EWS1 forms.

To read the UK Finance lender statement update click [HERE](#)

UK Finance Updates Lender Statement on EWS1

The Building Safety Regulators Latest Webinar Recordings

TPI + BSR Webinar - BAC Assessment Criteria Guidance

BBC RADIO 4 PM 22ND NOVEMBER 2024

HOSTED BY
EVAN DAVIES



LEASEHOLD &
COMMONHOLD REFORM
TODAY'S
SPECIAL GUEST:
JACLYN MANGAROO



Industry statement on cladding

Leaseholders and prospective buyers will now have more clarity on purchasing homes with building safety issues following a key update from mortgage lenders and the Royal Institution of Chartered Surveyors (RICS).

This follows the implementation of commitments made by mortgage lenders in an [Industry Statement](#) in July 2022 and ensures that customers have access to a range of mortgage products when seeking to purchase or re-mortgage flats impacted by cladding. New guidance published by RICS will help valuers value properties with cladding and enable mortgage lending on affected properties.

With the RICS guidance now in place, from Monday 9 January 2023 lenders will be able to consider mortgage applications on properties in buildings in England of 11m and over in height. Lenders will need evidence that buildings will be self-remediated by developers or covered by a recognised government scheme* or by leaseholder protections contained in the Building Safety Act, as evidenced by a Leaseholder Deed of Certificate. (All mortgage lending is subject to regulatory requirements and individual firms' lending policies).

RICS will continue to support valuers, monitoring the impact of the new guidance to ensure it is proportionate, fit for purpose and helps facilitate mortgage lending, while delivering a consistent approach to valuation.

Lenders are committed to ensuring that those who want to buy or remortgage flats affected by building safety issues will be able to access mortgage finance, which will restore confidence in the market.

Lenders supporting this statement as at 20 December 2022 are:

Berclays Bank, HSBC, Lloyds Banking Group, Nationwide Building Society, NatWest, Santander

Additional lenders support this statement from 18 December 2023:

Industry and Regulators Committee

Tuesday 5 March 2024 Meeting started at 10.34am, ended 12.45pm





Ministry of Housing,
Communities &
Local Government

**GOVERNMENT
REFORMS TO
BENEFIT THE
OWNERS OF
AROUND
FIVE MILLION
LEASEHOLD
HOMES**





The Property Institute



Service Charge Index, April 2024

The TPI data suggests the biggest single factor driving up service charge costs are buildings insurance premiums – up 92% in five years.

Insurers say that in the wake of the Grenfell Tower fire and the subsequent cladding and building safety crisis they have no option.

"We empathise with the plight of leaseholders and the fact that they're under emotional and financial strain and we are doing all we can to support that," says Mervyn Skeet from the Association of British Insurers.

However, he adds: "I think the industry is correctly pricing the risk that's there.

"Unfortunately, the risk wasn't known in the same way prior to the tragedy at Grenfell. Now, the risk is well known."

But premiums are still going up year on year despite government pledging several billion pounds to remove flammable cladding and other building safety issues.

The new leasehold laws will also restrict insurance brokers' ability to charge large commissions for writing the policies, which it is claimed some managing agents have passed on to leaseholders with an additional administration charge of their own.



Frequent Flyer Programme

- Guidance Note updates, including 'Fire Safety Management in Flats' released to residents
- New training courses
- FREE TechTalk and BrainGain Sessions
- Updated CPD library
- Launched Building Safety Hub website
- Review and update of Qualifications / modules
- Free Webinars with BSR for members and clients
- Programme Enhance

Our Destination

Our 2025/26 Policy Campaign is focused on five areas:

1. **Systemic Reform:** Delivering proportionate and practical reform of all tenures
2. **Safety:** Ensuring holistic building safety and transparent proportionate safety regulation
3. **Sustainability:** Improving energy efficiency and achieving net zero targets
4. **Standards:** Introducing statutory regulation and mandatory qualifications for the profession
5. **Stability:** Ensuring buildings of the future are designed, built, funded and managed properly

1. Systemic Reform

Delivering proportionate and practical reform across all tenures

- Secondary legislation and consultations on LAFRA
- Consultation on commonhold reform
- Engagement with the Senedd on tenure reform
- Draft Leasehold and Commonhold Reform Bill
- Amendments to the Renters' Rights Bill and associated guidance
- Engagement on the Housing (Scotland) Bill

2. Safety

A person wearing a dark jacket and a cap, looking through binoculars against a cloudy sky. The person is positioned in the center of the frame, with their hands raised to their eyes. The background is a soft, out-of-focus sky with light clouds.

Ensuring holistic building safety and transparent, proportionate safety regulation

- Remediation progress data
- ‘Mind the Gap’ campaign
- Identifying ways to improve pace and scope of remediation
- Building Safety (Wales) Bill
- Remediation Bill – RAP measures

3. Sustainability

Improving energy efficiency and achieving net zero targets

- Raising the issue of MEES in the PRS for leasehold homes
- Implied terms in leases to energy-efficiency improvements
- Unlocking government funding for tall buildings
- Heat Network regulations & zoning
- Reducing legal, financial and operational barriers to EV charging



4. Standards

Introducing statutory regulation and mandatory qualifications for the profession

- Engagement with MHCLG on mandatory qualifications
- Engagement on the Social Housing (Regulation) Act on qualifications
- Scoping out regulatory models
- Programme Enhance – getting members regulation-ready



5. Stability

Ensuring buildings of the future are designed, built, funded and managed properly

- All of the above (1 – 4) – plus...
- TPI Service Charge Index and Sentiment Survey
- Insurance Claims Data
- Building Lifecycle Cost Data

On the Horizon

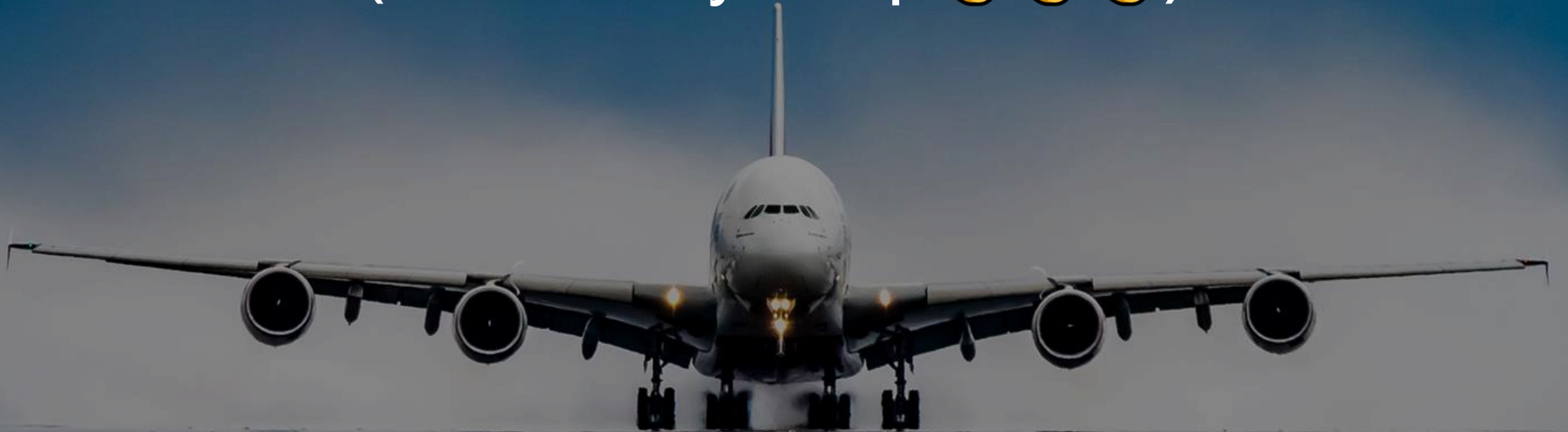
- Leasehold & Freehold Reform Act 2024 – amendments and secondary legislation
- Housing (Scotland) Bill
- Renters' Rights Bill
- Remediation Bill (TBC) – measures from the RAP
- Building Safety (Wales) Bill (Summer 2025)
- Draft Leasehold & Commonhold Reform Bill (TBC)

The Big Three

1. **Aviate** – The profession is on a *flight* to quality – keep going! Trust that TPI will continue to campaign on behalf of the profession, and influence policy direction
2. **Navigate** – We have a clear strategy and the opportunities to achieve our policy objectives
3. **Communicate** – We will continue to keep you updated on how policy will impact you, your work and your business and provide guidance and support to help you stay up-to-date

A MASSIVE THANK YOU!

(this is where you clap 🙌 🙌 🙌)





ANY QUESTIONS?

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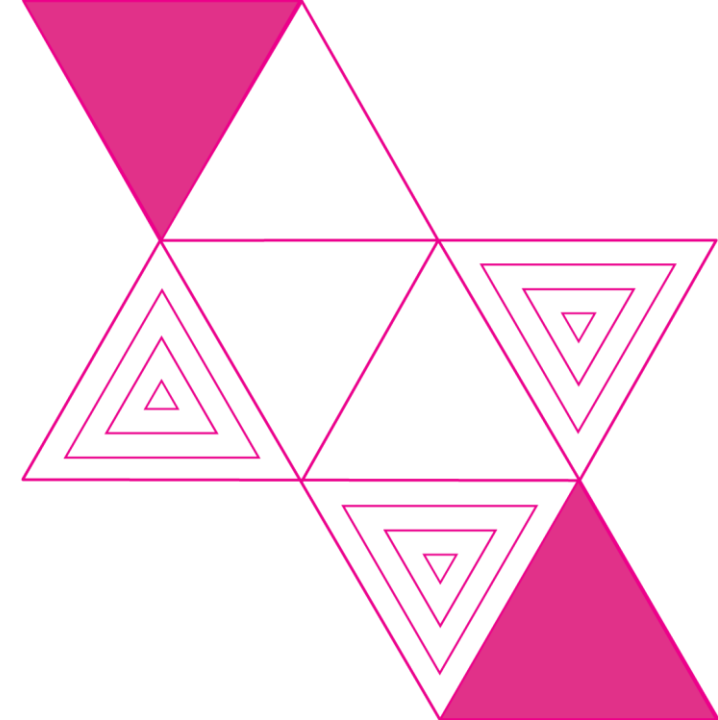
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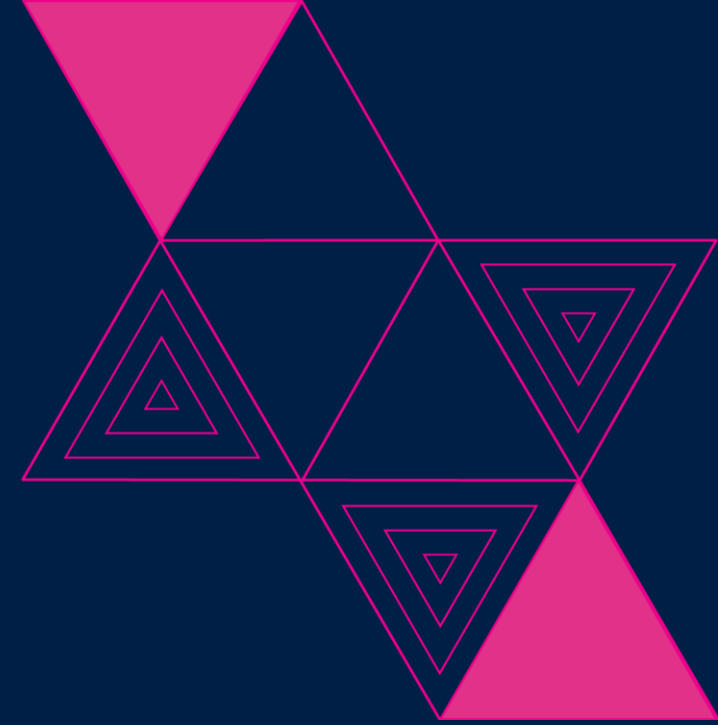
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The Evolving Role of the Mortgage Lender: How This Will Affect You

Robert Stevenson

Nationwide



Looking At The Whole Journey

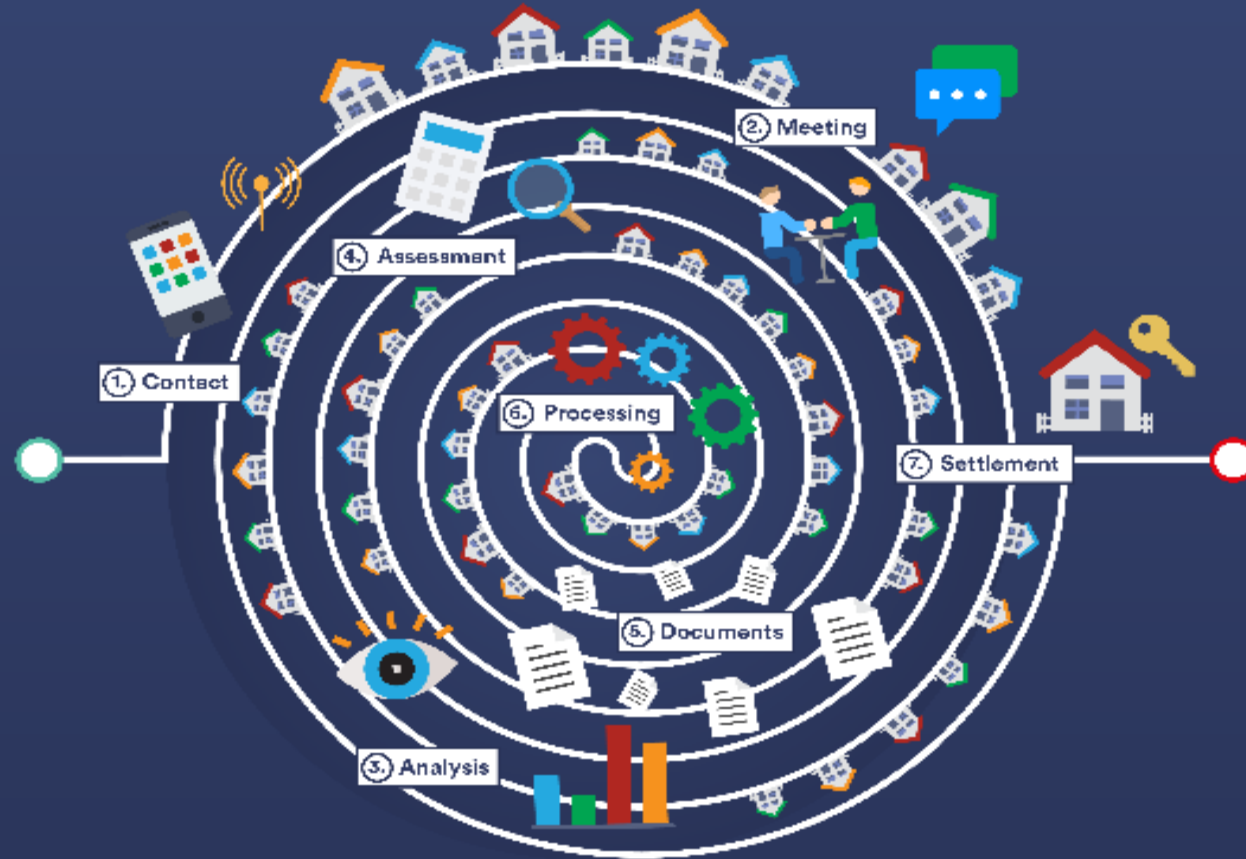
rightmove 



**JUST
EAT**



Find Your
Dream Home



Order
Pizza



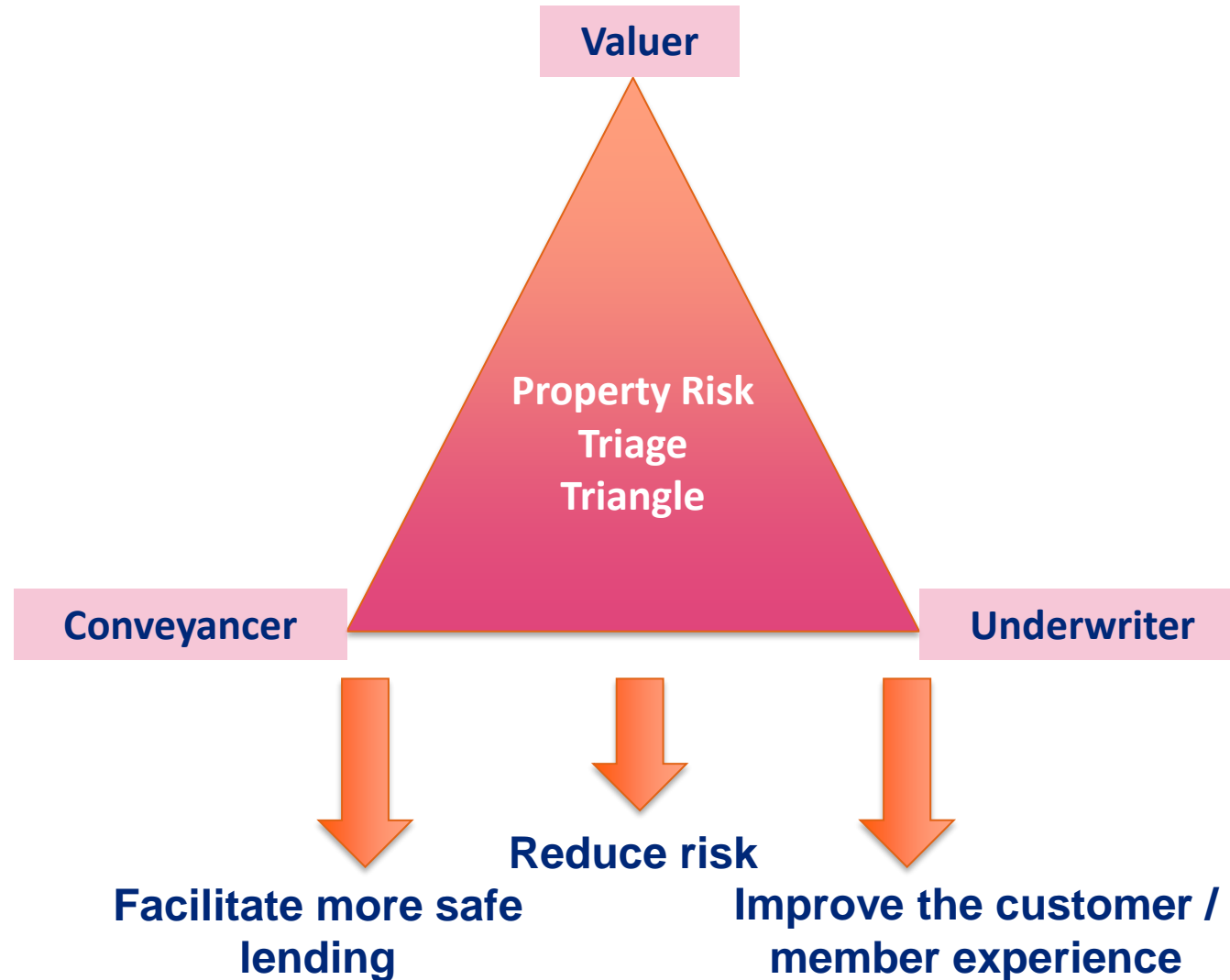
The Property Risk Hub

Data Aggregation and Decisioning

Improving the Home Buying & Selling
Process



Getting The Data & Decision Right



Property Decision 'Accept'

- Southampton
- 3 bed semi-detached
- Purchase £250k
- LTV 70%

Decision time



13 seconds



Property Decision 'Decline'

- Oxford
- 4 bed detached
- Purchase £400k
- LTV 75%



Decision time 7 seconds



Property Risk Hub – Climate Risk

Risks

R M613212612 **i**
FAIL 33 Neasham Avenue, BILLINGHAM, TS23 3NU
UPRN: 100110154672 • Nationwide • Property Risk Assessed

R DIP
FAIL2 13/09/2021
10:35 PM

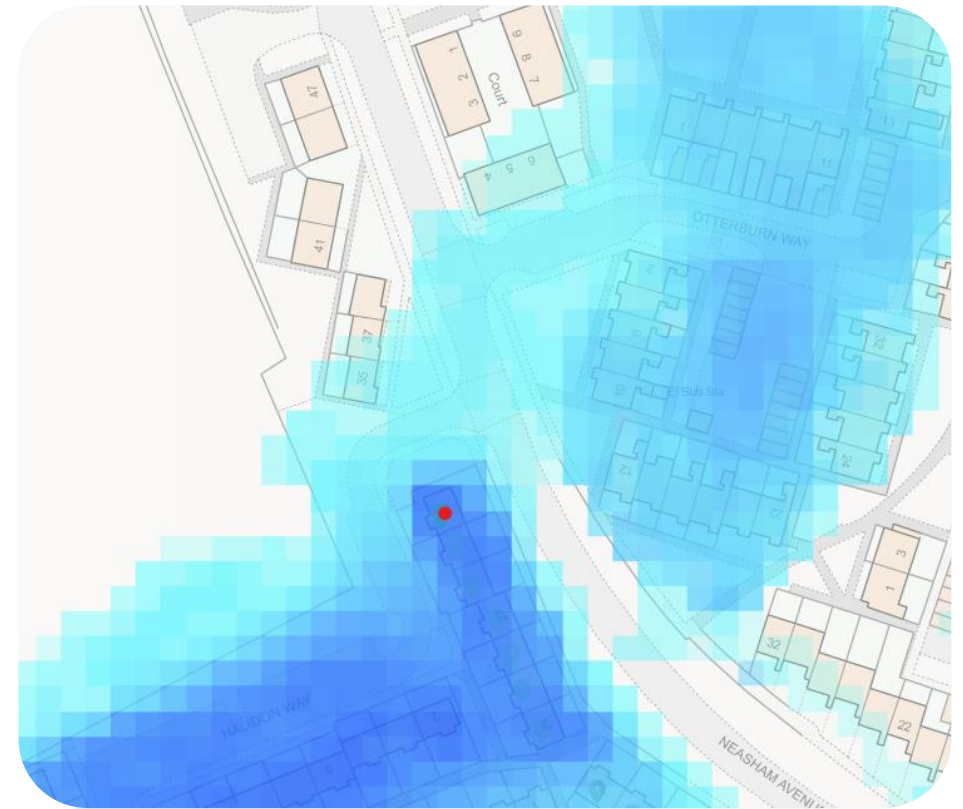
Created Date	Stage (Status)	Application Type
13/09/2021 10:35 PM	Decision In Principle (Completed)	Prime Remortgage

Next Actions...

✓ DIP | i Instruction Details | Notes | Documents | Property Repository | Audit

Data Provider Results

13/09/2021 10:35 PM ✓ Completed	FAIL R
Property Verification > Address Hold	Green G
Property Verification > OS Places UPRN	Green G
AVM > HomeTrack	Amber A
Risk Data > Airbus	Red R



High Flood Risk – river & surface water
Poor flood defences
Standard Insurance unavailable

Property Risk Hub – New Build

Risks

Area Valuers complete site appraisals on significant sites, or sites flagged as a risk that either they have identified, or have been identified by our panel valuers or market intelligence.

Risks include:

- Build quality
- Development location
- Pricing/premium
- Incentives
- Service/Estate charges
- Overseas buyers
- Legal and other land issues



Sites of concern are either limited in number, or completely blocked by the PRH.

The vision and
the reality



Property Risk Hub – EWS1/FRAEWs

Opportunities

A1
Developer Carney Place
01-02-2022 • Open

Next Appraisal Required: 01-08-2022
Risk Registered
Appraisal Email Sent
SIRA List
Conversion
Information Required

Phases: Site, Contacts, Appraisals, Documents, Notes, Milestones

+ ADD PHASE

Actions	Phase Name	Status	Exposure Limit	Current Exposure %	Mortgageable Units	Non Mortgageable Units	Total Units
Q [] [] OPEN	Carney Place	Planned		0			



- An Area Valuer/Staff Member is able to access the EWS1 data on site or in the office
- Can instantly sign off valuations where the ratings are good (A1,A2, B1) or request the additional information for A3 & B2
- All the EWS1's and letters of provenance have been checked by Nationwide Area Valuers.



Form EWS1: External Wall Fire Review

Objective - This form is intended for recording in a consistent manner what assessment has been carried out for the external wall construction of residential apartment buildings where the highest floor is 10m or more above ground level or where specific concerns exist ^(Note 1). It should not be used for other purposes. It is to be completed by a competent person with the levels of expertise as described in Notes 2 and 3 below.

This review is for the sole and exclusive use of the client organisation named below. No responsibility is accepted to any third party for the whole or any part of its contents ^(Note 4). For the avoidance of doubt, the term 'third party' includes (but is not limited to): any lender who may see the review during the process through which they come to make a loan secured on any part of the Subject Address; and any prospective purchaser who may see the review during the process through which they come to purchase in any part of the Subject Address.

Client organisation: FirstPort

Subject Address (One form per block)

Block or building name	Street	Town	Postcodes (all but SW9 8GE)
1-24, 1 Carney Place	Carney Place	London	SW9 8GE

I confirm that I have used reasonable skill and care to investigate ^(Note 5) the primary external wall material insulation, filler materials and cladding) and attachments of the external walls of the above building/block.

OPTION A ^(Note 6) - Where external wall materials are unlikely to support combustion

I confirm that:

- I meet the professional body membership and competence criteria as described in Note 2
- In relation to the construction of the external walls, to the best of my knowledge the primary material: the criteria of limited combustibility ^(Note 6) or better and cavity barriers are installed to an appropriate relevant locations (Note 7)
- In relation to attachments to the external wall (tick one of the following):
 - A1 - There are no attachments whose construction includes significant quantities of cc materials (i.e. materials that are not of limited combustibility (Note 6) or better);
 - A2 - There is an appropriate risk assessment of the attachments confirming that no rem are required
 - A3 - Where neither of the above two options apply, there may be potential remedial works to attachments ^(Note 8)

OPTION B ^(Note 9) - Where combustible materials are present in external wall

I confirm that:

- I meet the professional body membership and competence criteria as described in Note 3
- I have used the reasonable skill and care that would be expected of the relevant professional advice the level of fire risk ^(Note 10) presented by the external wall construction and attachments (tick one of the following):
 - B1 - I have concluded that in my view the fire risk ^(Note 10) is sufficiently low that no remedial works are
 - B2 - I have concluded that an adequate standard of safety is not achieved and I have denied client organisation the remedial and interim measures required (documented separately).

Name: Adam Kizak Qualifications: BSc (Hons), Eng, MIFireE, MIF



December 22, 2020

Malcolm Rogers
Director of Technical Services
FirstPort Ltd

Dear Malcolm,

RE: 1-24, 1 Carney Place, London, SW9 8GE; Statement Regarding External Wall Construction in line with MHCLG Requirements.

Further to your request, we have reviewed the information provided relating to the external fabric at **1-24, 1 Carney Place, London, SW9 8GE** and can confirm the following.

The exterior of the property complies with the consolidated guidance 'Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings' issued by Ministry of Housing, Communities and Local Government (MHCLG) in January 2020, and in our view meets all current legislative requirements.

From our visit to site we confirm the external fabric is in good condition. We can also confirm that an annual fire risk assessment is undertaken for the property, in accordance with the Regulatory Reform (Fire Safety) Order 2005, by a third party accredited consultancy, registered on the BAFF SP205 certification scheme.

Further information please let me know.

Eng, MIFireE, MIFSM, MSFPE

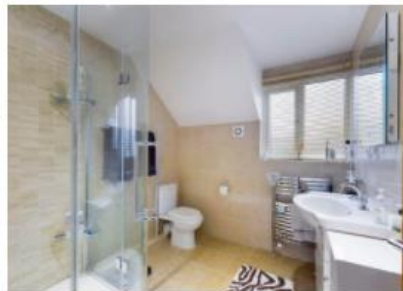
Property Risk Hub

PHOTOS

FLOORPLAN

DESCRIPTION

PLANNING NOTES



PHOTOS

FLOORPLAN

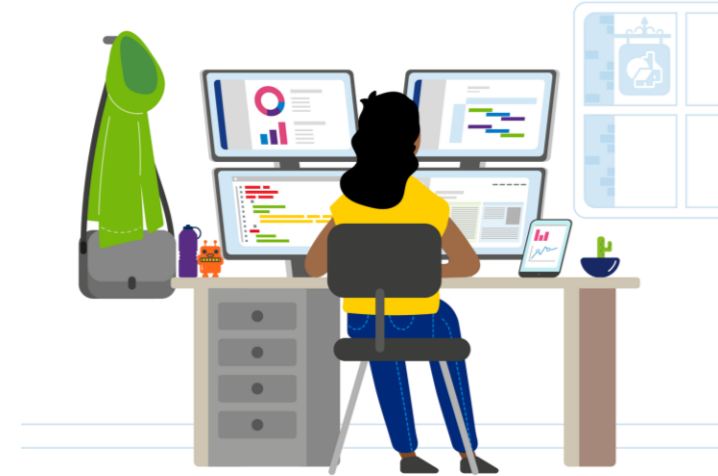
DESCRIPTION

PLANNING NOTES



Property Risk Innovation Strategy – Benefits So Far

- Facilitated reducing physical valuations
- Created a property data lake
- Improved app to offer timings
- More data provided to valuers
- Cases declined faster
- Managed higher risk segments such as new build and building safety
- Electronic offers and COTS
- But it still takes a long long time to move!



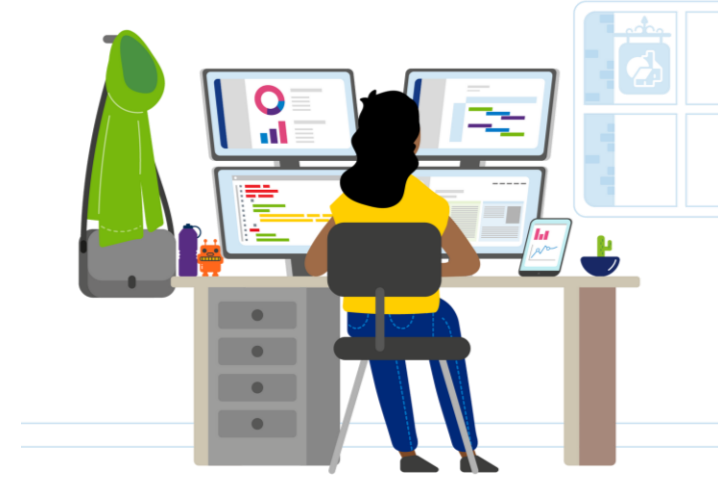
Leasehold Challenges



Lenders & Valuers Need Upfront Data From You

- Leasehold valuations can't be based upon assumptions
- Material information is required
- Lease length & terms
- Ground Rent clauses
- Service charges – s20 and other works
- Building Maintenance - FRAs
- Sinking Funds
- Quality of management

- These will all impact valuation and decision to lend.





Protecting The Customer and The Tenant





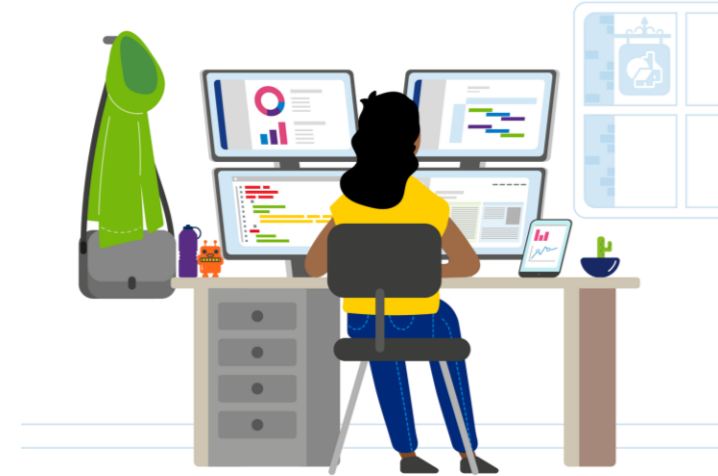






THE BIG THREE

- We need to make responsible lending decisions and ensure the customer can afford to live in the property
- We will be requesting more information about leasehold properties at the start of the journey – post mortgage offer is too late
- Buildings that aren't well managed or maintained will have an impact on value and lending suitability.



Thanks For Listening



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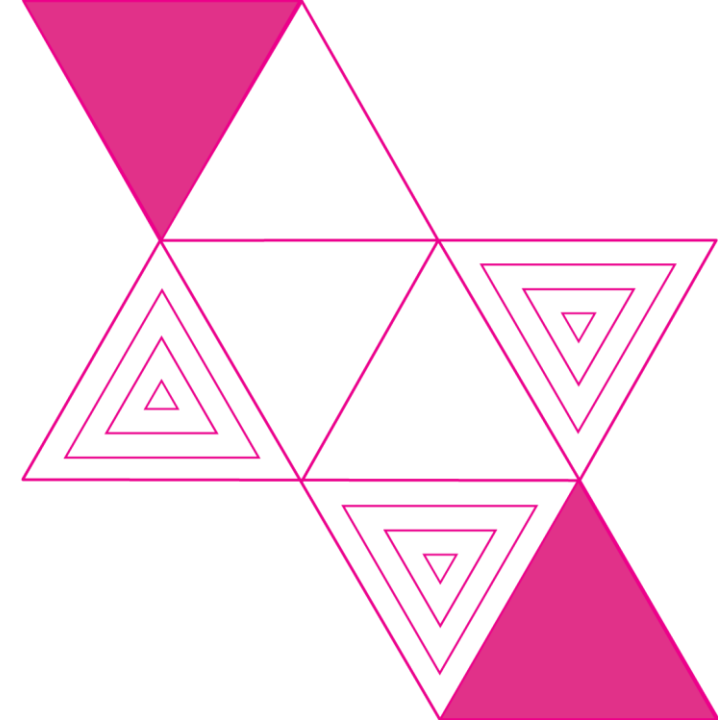
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Leasehold & Freehold Reform Act: What You Need to Know as a Property Manager

Amanda Gourlay

Lazarev Cleaver LLP





The Leasehold and Freehold Reform Act 2024, Part 4

Service Charge Reform: Night into Day?



Cassandra Zanelli
Solicitor & CEO
Property Management Legal Services Limited

Fellow of The Property Institute

Associate of RICS

Member of the TPI Leasehold and Commonhold Expert Group
(LCEG)

Honorary Consultant to the Federation of Private Residents'
Associations

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PART 4

REGULATION OF LEASEHOLD

Service charges

- 53 Extension of regulation to fixed service charges
- 54 Notice of future service charge demands
- 55 Service charge demands
- 56 Accounts and annual reports
- 57 Right to obtain information on request
- 58 Enforcement of duties relating to service charges

Transparency
and Enforcement

Insurance

- 59 Limitation on ability of landlord to charge insurance costs
- 60 Duty to provide information about insurance to tenants

Limits to Charges

Administration charges

- 61 Duty of landlords to publish administration charge schedules

Transparency



Litigation costs

- 62 Limits on rights of landlords to claim litigation costs from tenants
- 63 Right of tenants to claim litigation costs from landlords

Non-litigation costs: enfranchisement, extension and right to manage

- 64 Restriction on recovery of non-litigation costs of enfranchisement, extension and right to manage

Appointment of manager by Tribunal

- 65 Appointment of manager: power to vary or discharge orders
- 66 Appointment of manager: breach of redress scheme requirements

Sales information requests

- 67 Leasehold sales information requests

General

- 68 Regulations under the LTA 1985: procedure and appropriate authority
- 69 LTA 1985: Crown application
- 70 Part 4: consequential amendments
- 71 Application of Part 4 to existing leases

Controversial

Something New

A Welcome Amendment

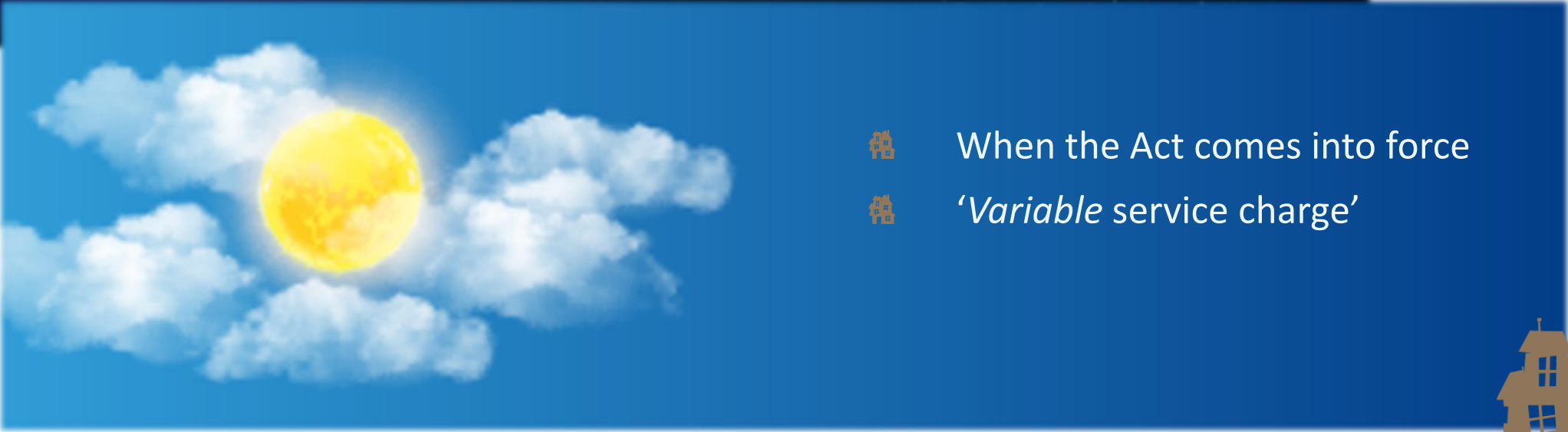
Note s.69.



53: Extension of Regulation to Fixed Service Charges



☰ Currently
☰ 'Service charge'



☰ When the Act comes into force
☰ '*Variable* service charge'



54 – 55: The Mechanics of the Service Charge



54: Notice of future service charge demands - prescribed form, prescribed content – estimated amount of relevant costs, estimated amount of service charge, estimated date of the demand.



55: Variable service charge demands – prescribed forms for demands – tweaks to existing information to be provided in demands.



56 – 57: The Mechanics of the Service Charge



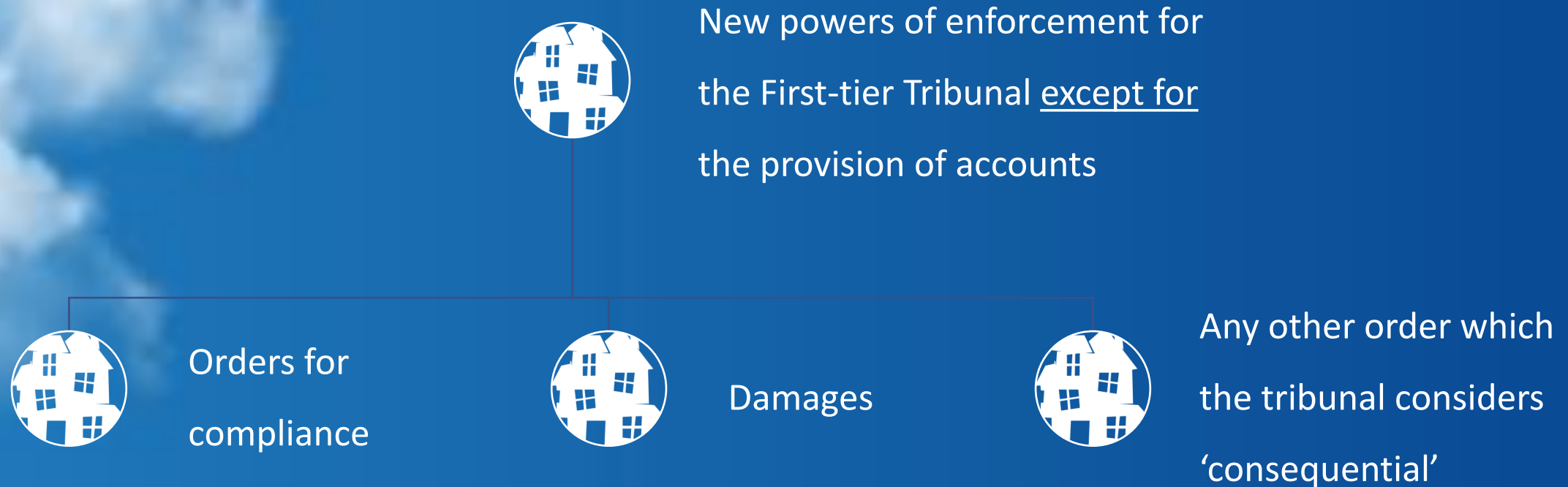
56: Accounts and annual reports - new terms implied into leases for the provision of service charge accounts – 6 month deadline.



57: Right to obtain information on request - more detailed provisions.



57: Enforcement of Duties Relating to Service Charges



58 – 59: Insurance – Limits on Charges



58: Limitation on ability of landlord to charge insurance costs



59: Duty to provide information about insurance to tenants



61: Administration charges

Duty of landlords to publish
administration charge schedules



62 – 64: Legal costs: controversial clauses



62: Limits on rights of landlords to claim litigation costs from tenants



62: Right of tenants to claim litigation costs from landlords



64: Restriction on recovery of non-litigation costs of enfranchisement, lease extensions and the right to manage



65 – 66: Appointment of a Manager



Power to vary or discharge orders



Appointment for failure to join a redress scheme – see Part 6 for redress schemes governing leasehold and estate management



67: Leasehold sales information requests

The proposed answer to delayed LPE1 enquiries



68 – 71: Wrapping Up



Regulations under the LTA 1985: procedure and appropriate authority



LTA 1985: Crown application



Part 4: consequential amendments



Application of Part 4 to existing leases



The Big Three



Publication of administration charge schedules



The legal costs position will change significantly



Sales packs will become regulated



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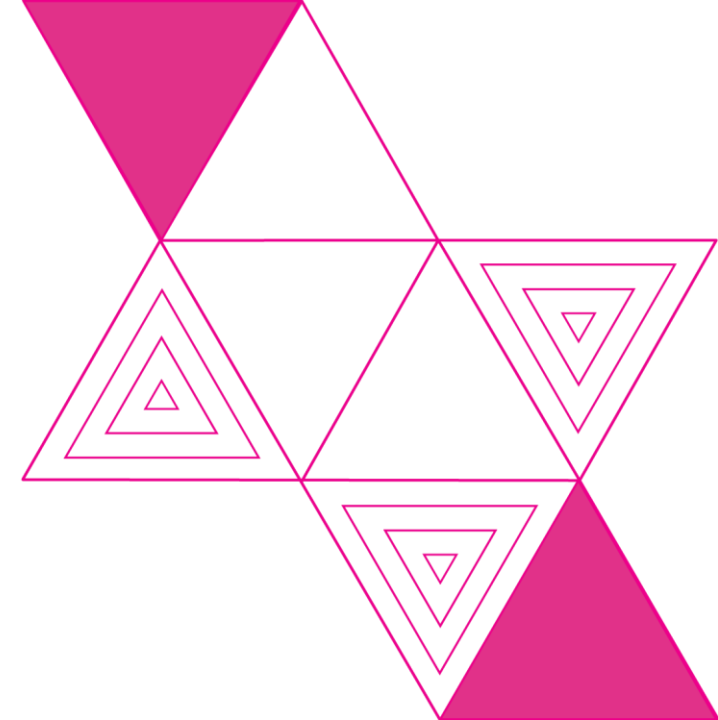
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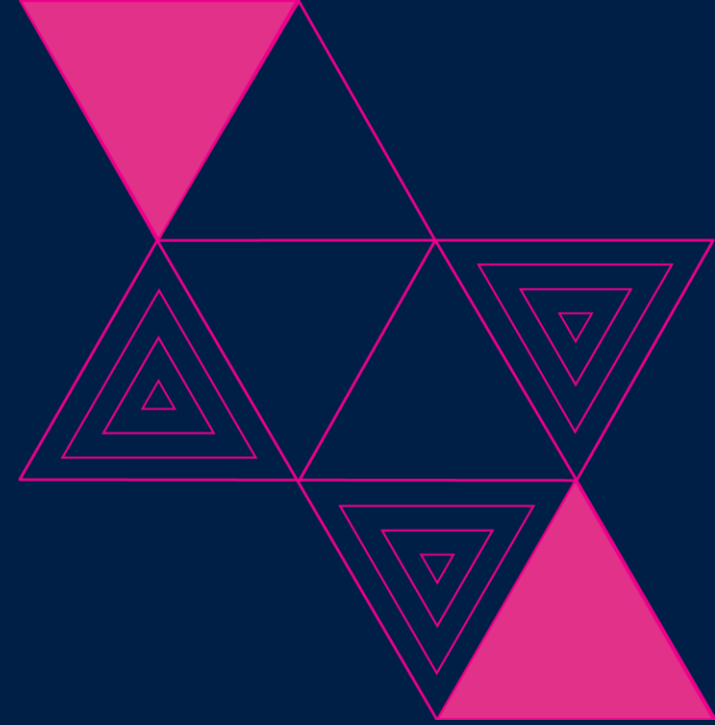
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The Great Decompression

Adam Laidler

Psychotherapist



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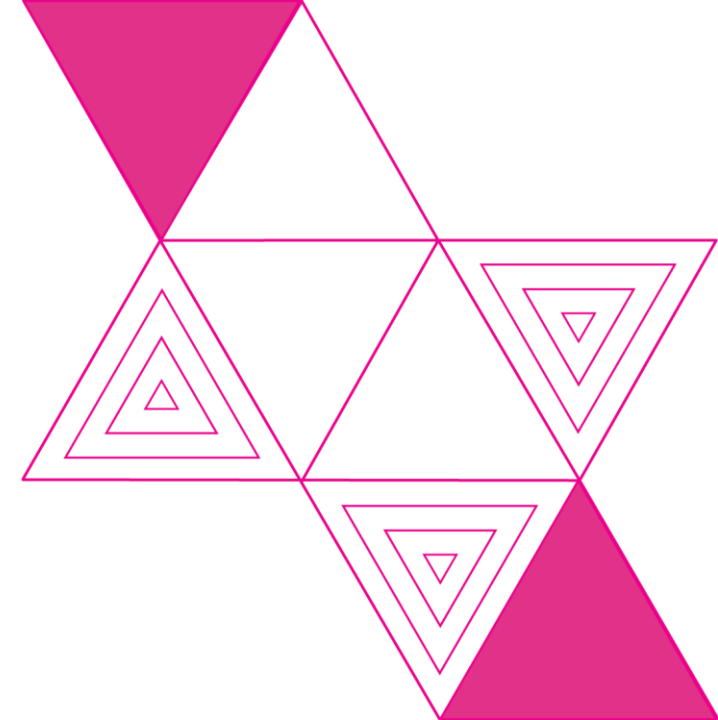
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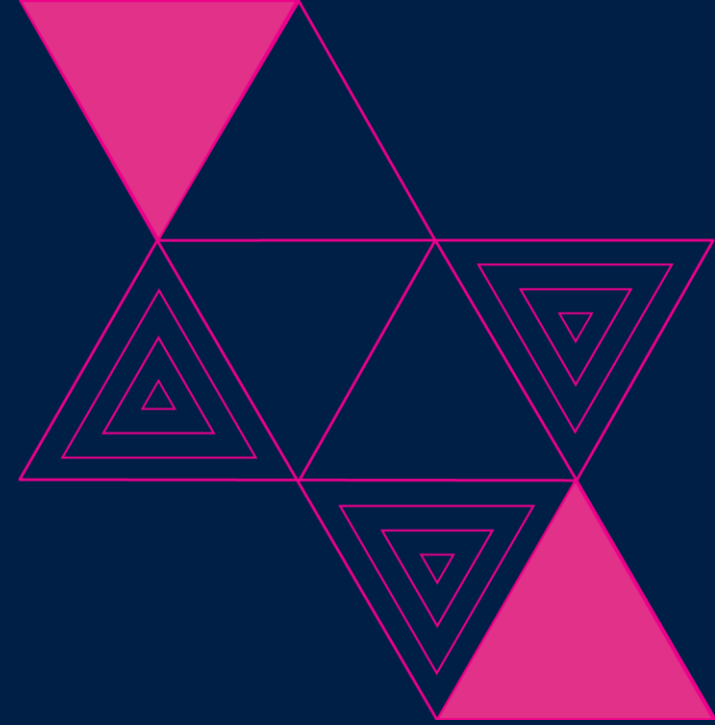
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Closing Remarks



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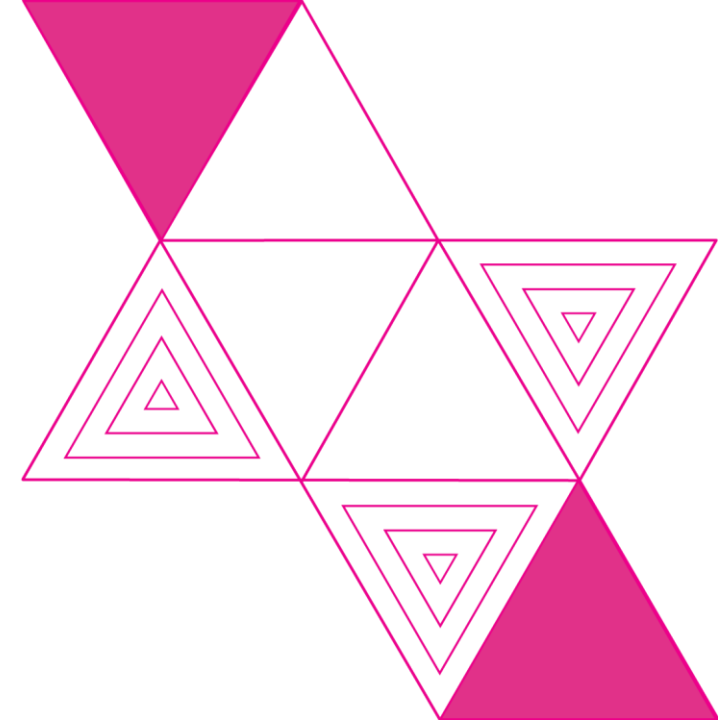
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Thank You for Joining Us
See You Next Year!

Save **The Date:**
TPI Annual Seminar
Thursday 21st May **2026**

