DAVIES & DAVIES

Davies & Davies Associates Ltd
Solicitors & Chartered Surveyors

31 Pearce Drive Faringdon Oxfordshire SN7 7ND
0800 840 4025 enquiries@dda.law **www.dda.law**

February 04, 2026

Edgewater (Stevenage) Ltd & Ors v Grey GR LP [2026] UKUT 18 (LC): The Corporate Group Gets the Bill (Again)

Edgewater (Stevenage) Ltd & Ors v Grey GR LP [2026] UKUT 18 (LC)

Date: 27 January 2026

Judge: The President, Mr Justice Edwin Johnson

Key Words:

Building Safety Act 2022, Remediation Contribution Order, Section 124, Joint and Several Liability, Building Safety Risk, Just and Equitable Test, Associated Persons, Corporate Structures, Vista Tower, Upper Tribunal (Lands Chamber), Leaseholder Protections, Remediation Costs, Fire Safety Defects

Summary

The Upper Tribunal (Lands Chamber) dismissed an appeal by Edgewater (Stevenage) Limited and 75 associated companies against a decision by the First-tier Tribunal (FTT). The FTT had made Remediation Contribution Orders (RCOs) totalling approximately £13.2 million against the appellants on a joint and several basis to fund the remediation of fire safety defects at Vista Tower, Stevenage [1-5]. The Upper Tribunal confirmed that Section 124 of the Building Safety Act 2022 (BSA) grants the FTT the jurisdiction to impose joint and several liability on multiple associated corporate respondents to the RCO application [167]. Furthermore, the Tribunal clarified the definition of a "building safety risk" under Section 120(5), ruling that it encompasses any risk arising from the spread of fire or collapse, rejecting the argument that a risk must reach an "intolerable" threshold to qualify [252-253].

Key Themes:

1. ***Joint and Several Liability****: The extent of the FTT's power to order multiple associated companies to pay a single sum, ensuring recovery even if the primary developer is insolvent [167].*
2. ***Legislative Purpose****: The "backward-looking" nature of Part 5 of the BSA, designed to protect leaseholders and ensure those with the broadest financial shoulders (developers and their associates) pay for historical defects [73].*
3. ***Corporate Structures****: The ability of the FTT to look beyond specific special purpose vehicles (SPVs) to the wider "fluid, disorganised and blurred" corporate network when determining what is "just and equitable" [208].*
4. ***Statutory Interpretation****: The rejection of adding glosses (such as "intolerable" or*

"*significant*") *to statutory definitions like "building safety risk" [241].*

Background

1. **The Building:** Vista Tower (formerly Southgate House) was converted from offices to residential flats by the first appellant, Edgewater (Stevenage) Limited, in 2016/2017 [13-14]. The freehold was later sold to Grey GR Limited Partnership [15].
2. **The Defects:** Investigations following the Grenfell tragedy revealed fire safety defects involving external wall systems (Type 1 and Type 2 walls) containing combustible insulation [17-18].
3. **The RCO Application:** Grey GR applied for RCOs against the developer and 95 associated companies. The FTT ordered 76 of these respondents to pay £13.2 million jointly and severally, finding they were part of a single economic structure controlled by the same individuals [4-5, 208].
4. **The Appeal:** The appellants argued the FTT lacked jurisdiction to order joint and several liability, erred in its "just and equitable" assessment, applied the wrong definition of "building safety risk," and wrongly allowed costs for full wall replacement [53-55, 100].

Legal Issues and Analysis

A. Jurisdiction for Joint and Several Liability (Ground 1)

- ***Issue****:* Does s.124 of the BSA allow the FTT to make an order against multiple respondents on a joint and several basis? The appellants argued the singular phrasing ("a specified body corporate") precluded this [111-112].
- ***Analysis****:* The Upper Tribunal rejected the appellants' argument. Citing the Interpretation Act 1978, the Tribunal held that words in the singular include the plural unless a contrary intention appears [124-125]. The legislative purpose of the BSA is to ensure remediation costs are met; forcing the FTT to apportion costs individually would frustrate this purpose if one respondent proved insolvent [136-137, 144].
- ***Ruling****:* The FTT has the power to order joint and several liability [167].

B. The "Just and Equitable" Test (Ground 2)

- ***Issue****:* Did the FTT err by imposing liability on associated companies without proving a specific nexus to the development or profit participation?
- ***Analysis****:* The Tribunal upheld the FTT's finding that the respondents operated as a "fluid, disorganised and blurred network" rather than distinct entities [208]. The BSA aims to access the assets of a wider group structure to prevent developers from hiding behind under-capitalised SPVs [189]. There is no strict requirement for direct profit participation to find it just and equitable to make an order [219].
- ***Ruling****:* The FTT was entitled to apply an "all or nothing" approach to the group structure based on the evidence [211].

C. Definition of "Building Safety Risk" (Ground 3)

- ***Issue****:* Does "building safety risk" in s.120(5) imply a threshold (e.g. only risks deemed "intolerable" or above "low")?
- ***Analysis****:* The appellants argued that "tolerable" risks should not trigger liability. The Tribunal rejected this, stating the statutory text refers to "a risk" (meaning *any* risk) arising from fire

spread or collapse caused by a defect [241, 252-253]. The Tribunal noted that imposing a threshold like "intolerable" would require rewriting the statute [247-248].

- ***Ruling**:* "A risk" means any risk; there is no gradation or threshold in the definition [252-253].

D. Reasonableness of Remediation Costs (Ground 4)

- ***Issue**:* Was it just and equitable to order costs for the full removal of insulation in Type 1 walls when experts agreed later that sealing it might have been sufficient?
- ***Analysis**:* The Tribunal found it was reasonable for the respondent to proceed with full removal based on expert advice received at the time (the PAS9980 report) and the significant time pressure to remedy unsafe conditions [290-291, 295].
- ***Ruling**:* The costs were properly included in the RCO [311-313].

Conclusion

The Upper Tribunal dismissed the appeal on all grounds. It affirmed that the First-tier Tribunal acted within its powers and exercised its discretion correctly in making a joint and several Remediation Contribution Order against the developer and its associated entities [128-129]. The decision reinforces the "forward and backward-looking" nature of the BSA, prioritising the remediation of defects and the protection of leaseholders over the corporate separation of developers and their associates [73].

Key Takeaway:

*Under Section 124 of the Building Safety Act 2022, the Tribunal has the jurisdiction to issue **Remediation Contribution Orders against multiple associated corporate bodies on a joint and several basis** [167]. Furthermore, a "building safety risk" constitutes **any risk** to safety arising from fire spread or collapse, with no statutory requirement for the risk to be "intolerable" or exceed a specific threshold [252-253].*

Parting Thoughts

*The Upper Tribunal has, with admirable clarity and very little sympathy, confirmed what Part 5 of the Building Safety Act 2022 was always designed to do: **make sure the money turns up**.*

*First, the Tribunal shut down the appellants' attempt to treat section 124 as if it were written for a world in which corporate groups behave like tidy filing cabinets. It isn't. The President held that the FTT **does have jurisdiction to impose joint and several liability**, because the singular wording ("a specified body corporate") does not magically prevent multiple respondents being ordered to pay the same sum—particularly where doing otherwise would turn the regime into an insolvency obstacle course. The point is not to create an elegant apportionment exercise; it is to ensure remediation happens.*

*Second, on "just and equitable", the Tribunal endorsed the FTT's broad evaluative approach: where the evidence shows that the respondents were not genuinely operating as cleanly separated SPVs, but instead as part of a "**fluid, disorganised and blurred network**", it is perfectly legitimate to treat them as a single economic reality for liability purposes. In other words: if you run your corporate structure like a bowl of spaghetti, do not be surprised when the Tribunal serves it back to you with a £13.2 million garnish.*

*Third, the appellants' attempt to insert an "intolerable risk" threshold into the definition of "building safety risk" failed decisively. The President held that the words **"a risk" mean any risk**, and that*

*importing a gradated threshold would be less statutory interpretation and more statutory fan fiction. The Tribunal went further and rejected even the FTT's own suggestion of "above low risk" as an unwarranted gloss: **low risk can still be a risk**—the statute does not require the danger to be theatrically catastrophic before the regime engages.*

Finally, on remediation scope and cost, the Tribunal accepted that Grey GR acted reasonably in proceeding with full removal works on the basis of the advice available at the time, including recommendations to remove combustible insulation and replace with non-combustible materials. This was not a case of gold-plating for sport; it was a case of pressing on to fix an identified safety problem in the real world.

*The result is simple: **the appeal failed on every ground**, and the original Remediation Contribution Orders stand. The message is even simpler: **the Building Safety Act is designed to reach the people with the broadest shoulders, even if they have spent years trying to stand behind someone else's shoulders**.*

#BuildingSafetyAct2022 #BSA2022 #RemediationContributionOrder #RCO #Section124 #JointAndSeveralLiability #BuildingSafetyRisk #FireSafety #Cladding #PAS9980 #LeaseholderProtections #UpperTribunal #VistaTower #CanaryRiverside #PropertyLaw

Authorities

Case Law:

The Building Safety Act 2022: Scheme, Purpose, and Remediation Contribution Orders

1. ***Triathlon Homes LLP v Stratford Village Development Partnership, Get Living Plc and East Village Management Ltd* [2025] EWCA Civ 846** *–Relied upon to establish that the legislative scheme flows from the decision to protect leaseholders from service charge liabilities and ensures costs are passed to those ultimately responsible. The judgment confirms that the purpose of the "associated person" provisions is to prevent wealthy parent companies (like Get Living in Triathlon) from evading responsibility for defects created by thinly capitalised or insolvent developers (like SVDP). It further supports the view that s.124 allows for flexible orders to address historical defects.*
2. ***Adriatic Land 5 Ltd v Long Leaseholders at Hippersley Point* [2025] EWCA Civ 856** *–Cited for the analysis of the "backward-looking" nature of Part 5 of the Act, intended to address historical safety defects. The judgment is also the primary authority relied upon regarding the limited role of Explanatory Notes in statutory construction, specifically establishing that notes published after enactment (as with the BSA 2022) carry less weight than those accompanying a Bill during passage.*
3. ***BDW Trading Limited v URS Corporation Ltd* [2025] UKSC 21 [2025] 2 WLR 1095** *–Relied upon for the Supreme Court's analysis of the BSA 2022 as both "forward and backward-looking." It confirms that Part 5 provisions, including s.124, are designed to hold those responsible for building safety defects to account and to protect leaseholders from remediation costs.*

Statutory Interpretation: General Principles and Specific Canons

1. ***Blue Metal Industries Ltd v Dilley* [1970] AC 827** *– Cited regarding the interpretation of singular words including the plural (s.6 Interpretation Act 1978). The Tribunal distinguished this case, determining that unlike the compulsory share acquisition context in Blue Metal, reading s.124 to allow joint and several liability (plural) does not change the "character" of the*

legislation but rather works "with the grain" of the BSA's purpose.

2. ***R(O) v Secretary of State for the Home Department*** **[2022] UKSC 3** **[2023] AC 255** – *Cited for the principle that the primary source of statutory meaning is the words Parliament chose to enact. External aids play a secondary role and cannot displace clear statutory language.*
3. ***R (PACCAR Inc and others) v Competition Appeal Tribunal*** **[2023] UKSC 28** **[2023] 1 WLR 2594** – *Relied upon to reinforce that the purpose and scheme of an Act provide the "basic frame of orientation" for interpreting the language employed within it.*
4. ***Jepsen v Rakusen*** **[2023] UKSC 9** **[2023] 1 WLR 1028** –*Distinguished by the Tribunal. The Appellants relied on this case (regarding Rent Repayment Orders being limited to immediate landlords) to argue against joint and several liability. The Tribunal found the specific statutory definitions in Rakusen differed from the flexible jurisdiction of s.124 and did not justify restricting the FTT's powers.*
5. ***Sutton v Norwich City Council*** **[2021] EWCA Civ 20** **[2021] 1 WLR 1691** –*Distinguished by the Tribunal. The Appellants cited this regarding the apportionment of financial penalties between a director and a company. The Tribunal found this analogy unhelpful as s.124 creates a new form of statutory liability distinct from the specific penalty regime in Sutton.*
6. ***S Franses Ltd v Cavendish Hotel (London) Ltd*** **[2018] UKSC 62** **[2019] AC 249** –*Cited for the principle that expropriatory legislation interfering with property rights should go no further than the statutory language and purpose require. The Tribunal concluded that its construction of s.124 did not infringe this principle.*
7. ***Chief Constable of Cumbria v Wright*** **[2006] EWHC 3574 (Admin)** **[2007] 1 WLR 1407** – *Relied upon to support the conclusion that government guidance or notes published post-enactment do not enjoy special legal status and are merely of persuasive authority, similar to academic writing.*

Appeals against Findings of Fact: Scope of Review

1. ***Fage UK Limited v Chobani UK Limited*** **[2014] EWCA Civ 5** – *Cited for the warning that appellate courts should not interfere with findings of fact by trial judges unless compelled to do so, as the trial judge has regard to the "whole sea of evidence" whereas an appellate court is merely "island hopping."*
2. ***Georgiou v Customs and Excise Commissioners*** **[1996] STC 463** – *Relied upon to define the threshold for an error of law regarding factual findings. It establishes that an appellant must show there was no evidence to support a finding, or that the evidence was to the contrary; a general assertion that the conclusion was against the weight of the evidence is insufficient.*
3. ***Ingenious Games LLP v HMRC*** **[2019] UKUT 226 (TCC)** – *Cited to confirm that a tribunal may arrive at a finding of fact in a way that discloses an error of law if the finding is based on no evidence, is irrational, or is contradicted by the evidence.*
4. ***Megtian Limited (in Administration) v HMRC*** **[2010] STC 840** – *Cited to support the principle that an error of law in fact-finding arises only where a finding is based on non-existent/inadequate evidence or is one that cannot be rationally justified.*

Joint Liability and Contribution

1. ***Royal Brompton Hospital NHS Trust v Hammond*** **[2002] UKHL 14** **[2002] 1 WLR 1397** – *Referenced regarding the history of contribution between joint tortfeasors. The Tribunal distinguished s.124 as a new form of statutory liability where Parliament did not concern itself with contribution rights between respondents, meaning the Civil Liability (Contribution) Act 1978 does not apply.*

Legislation:

The Building Safety Act 2022: Remediation, Liability and Definitions

1. ***Building Safety Act 2022, Section 124*** *– This is the central provision granting the First-tier Tribunal the jurisdiction to make Remediation Contribution Orders (RCOs) if it considers it "just and equitable." The judgment relies on this section to determine that the Tribunal has the power to order payments from a "specified body corporate or partnership" and, crucially, that this power extends to making orders against multiple respondents on a joint and several basis to ensure costs are recovered, preventing developers from evading liability through corporate structures.*
2. ***Building Safety Act 2022, Section 120*** *– Relied upon for the definitions of "relevant defect" and "building safety risk." The Tribunal interpreted s.120(5) ("a risk to the safety of people...") as referring to any risk arising from the spread of fire or collapse, rejecting the argument that a risk must reach a threshold of being "intolerable" or "significant" to qualify.*
3. ***Building Safety Act 2022, Section 121*** *– Defines "associated" persons (bodies corporate or partnerships). The judgment relies on this to establish the "gateway" conditions for liability, ensuring that wealthy parent companies or other entities within a wider corporate structure can be held responsible for defects caused by a developer, preventing evasion of costs by using thinly capitalised SPVs.*
4. ***Building Safety Act 2022, Section 130*** *– Establishes Building Liability Orders. The Appellants argued that because s.130 explicitly mentions "joint and several liability" while s.124 does not, Parliament intended to exclude it from s.124. The Tribunal rejected this, distinguishing s.130 as a mechanism for transmitting pre-existing liability, whereas s.124 is a flexible, new statutory liability where specific wording on joint liability was unnecessary given the broad discretion.*
5. ***Building Safety Act 2022, Part 5 (Sections 116-160)*** *– Identified as the "backward-looking" portion of the Act intended to address historical defects. The Tribunal relied on the legislative purpose of Part 5—to protect leaseholders and ensure those responsible pay—to support a construction of s.124 that permits joint and several liability, as restricting the FTT to individual apportioned orders would frustrate this statutory purpose.*
6. ***Building Safety Act 2022, Schedule 8*** *– Cited regarding the "leaseholder protections" that limit or prevent the recovery of service charges for relevant defects. The judgment notes that s.124 flows from the decision to protect leaseholders under Schedule 8, necessitating a mechanism (the RCO) to pass costs on to developers and their associates.*
7. ***Building Safety Act 2022, Section 117*** *– Defines "relevant building." Relied upon as one of the "gateway conditions" that an applicant must prove to establish the Tribunal's jurisdiction to make an RCO.*
8. ***Building Safety Act 2022, Section 135*** *– Extends the limitation period for claims under the Defective Premises Act 1972. Cited to illustrate the "backward-looking" purpose of the Act to hold developers responsible for historical defects.*
9. ***Building Safety Act 2022, Part 2 and Part 4 (including Sections 2, 4, 62, 63, 64, 83, 87, 101)*** *– Cited as the "forward-looking" provisions of the Act regarding the Building Safety Regulator and the management of safety risks. The Tribunal contrasted the definitions of risk in these sections (which often specify a "critical" or "significant" risk) with the unqualified "a risk" in s.120(5) to support the conclusion that s.120 does not imply a severity threshold.*
10. ***Building Safety Act 2022, Sections 147-151*** *– Referenced as introducing new causes of action against manufacturers and sellers of construction products, forming part of the wider scheme to hold responsible parties to account.*
11. ***Building Safety Act 2022, Section 122*** *– Referenced in the context of the definition of "associated" persons and "relevant defect."*

12. ***Building Safety Act 2022, Section 123*** *– Provides for "Remediation Orders" (as distinct from Contribution Orders). Referenced in the context of the parallel proceedings brought by the Secretary of State against the respondent.*
13. ***Building Safety Act 2022, Section 125*** *– Referenced as a repealed section regarding the remediation of certain defects, formerly part of the group of sections 116-125.*
14. ***Building Safety Act 2022, Section 170*** *– Cited regarding the commencement dates of the relevant provisions of the Act.*
15. ***Building Safety (Leaseholder Protections) (England) Regulations 2022*** *– Referenced in the context of the legislative scheme supplementing the Act, enabling costs that are no longer recoverable from leaseholders to be passed to other parties.*

Statutory Interpretation and General Liability

1. ***Interpretation Act 1978, Section 6*** *– A pivotal statute in the judgment. Section 6 provides that words in the singular include the plural unless a contrary intention appears. The Tribunal relied on this to construe "a specified body corporate" in s.124 of the BSA 2022 as including the plural, thereby giving the FTT jurisdiction to make orders against multiple respondents jointly and severally.*
2. ***Civil Liability (Contribution) Act 1978*** *– Cited by the Appellants to argue that imposing joint and several liability without a statutory mechanism for contribution (as provided in this Act for tortfeasors) causes injustice. The Tribunal distinguished s.124 as creating a new form of statutory liability not governed by the fault-based regime of the 1978 Act.*
3. ***Law Reform (Married Women and Tortfeasors) Act 1935*** *– Cited as the historical precursor to the Civil Liability (Contribution) Act 1978, illustrating the statutory development of contribution rights between joint tortfeasors.*

Comparative Statutory Regimes (Distinguished or Contextual)

1. ***Housing and Planning Act 2016, Section 40(2)*** *– Cited in the context of Jepsen v Rakusen. The Appellants relied on this to argue that statutory silence (here, regarding superior landlords) restricts liability. The Tribunal distinguished this regime, noting that the specific definitions in the 2016 Act differed from the flexible jurisdiction of s.124 BSA.*
2. ***Renters' Rights Act 2025, Section 102(7) (inserting Section 46A into the Housing and Planning Act 2016)*** *– Cited by the Appellants to argue that when Parliament intends to create joint and several liability, it does so explicitly (as done in this 2025 Act). The Tribunal rejected this analogy, refusing to let provisions in separate legislation intended for a different function constrain the construction of s.124 BSA.*
3. ***Companies Act 1961 (New South Wales), Section 185*** *– Discussed in the analysis of the Blue Metal Industries case. The Tribunal distinguished the specific policy considerations of compulsory share acquisition in this Act from the remediation purposes of the BSA 2022.*
4. ***Landlord and Tenant Act 1954, Part II*** *– Cited regarding the principle that expropriatory legislation interfering with property rights should go no further than required. The Tribunal accepted the principle but found that their construction of s.124 did not infringe it.*
5. ***Landlord and Tenant Act 1985, Section 20ZA*** *– Referenced in the summary of the Adriatic case regarding dispensation from consultation requirements for service charges.*

Procedural Law, Limitation and Appeals

1. ***Tribunals, Courts and Enforcement Act 2007, Section 11*** *– Cited to establish that appeals from the First-tier Tribunal to the Upper Tribunal are limited to points of law, meaning findings*

of fact can only be challenged if they disclose an error of law (e.g. being irrational or based on no evidence).

2. ***Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013*, Rule 6 and Part 6** *– Cited regarding the FTT's case management powers. The Tribunal doubted these rules would allow the FTT to vary a final Remediation Contribution Order to re-apportion liability if one respondent became insolvent, reinforcing the need for joint and several liability in the original order.*
3. ***Limitation Act 1980, Section 4B*** *– Introduced by s.135 BSA 2022 to provide a new 30-year limitation period for claims under the Defective Premises Act 1972.*
4. ***Defective Premises Act 1972, Section 1*** *– The statute under which claims for defects can be brought, the limitation period for which was extended by the BSA 2022.*
5. ***Building Act 1984*, Part 3 and Section 38** *– Cited as the Act amended by Part 3 of the BSA 2022 to reform the design and construction process and referenced in relation to "relevant liability" under s.130 BSA.*

Building Standards and Safety Regulations

1. ***Building Regulations 2010*** *– Cited in the context of defining "defects" (non-compliance with regulations) and specifically the prohibition of combustible materials in external walls introduced by amendment in 2018.*
2. ***Building (Amendment) Regulations 2018*** *– Cited as the regulation that amended the 2010 Regulations to prohibit the use of combustible materials in external walls of buildings at least 18 metres high.*
3. ***Higher-Risk Buildings (Management of Safety Risks etc) (England) Regulations 2023/907*, Regulation 6** *– Cited to demonstrate that where Parliament intends to define a risk by a specific threshold (e.g. "significant number of deaths"), it does so explicitly, contrasting with the broad definition of "a risk" in s.120 BSA.*
4. ***Building Safety (Leaseholder Protections) (England) Regulations 2022* (Regulations 3, 4 and 5)** *– Referenced in the context of the legislative scheme supplementing the Act, enabling costs that are no longer recoverable from leaseholders to be passed to other parties.*
5. ***Human Rights Act 1998*** */ European Convention on Human Rights (Article 1 of Protocol 1) – Referenced in the summary of the Adriatic case regarding whether Schedule 8 of the BSA was compatible with property rights.*

Legal Texts & Commentary:

Statutory Interpretation and Parliamentary Aids

1. ***Bennion, Bailey and Norbury on Statutory Interpretation (8th Edition)*** *– This text was cited regarding the principles of statutory interpretation. The Appellants relied on it to argue that applying the presumption that the singular includes the plural (under the Interpretation Act 1978) can give rise to uncertainty, an argument the Tribunal rejected. It was also relied upon to support the principle that Explanatory Notes published after the enactment of a statute cannot be viewed as part of the context of enactment and should carry less weight than pre-enactment materials. Additionally, the Appellants cited it regarding the principles for implying words into a statute (specifically a threshold of "intolerable" risk), which the Tribunal rejected as crossing the line into rewriting the statute.*
2. ***Explanatory Notes to the Building Safety Act 2022*** *– The Tribunal extensively considered these notes, particularly distinguishing between notes accompanying the Bill and those published after the Act was passed. The Tribunal accepted reliance on the notes to confirm the*

legislative purpose of the "associated person" provisions: specifically, to access the assets of a "wider group structure" to prevent developers from evading liability through thinly capitalised special purpose vehicles (SPVs). The Tribunal noted the term "group" was used "loosely" in the notes but accepted this supported a "wider corporate structure" approach to liability. However, the Tribunal rejected the Appellants' reliance on the notes to argue that "building safety risk" implies an "intolerable" threshold, ruling that the notes could not justify reading words into the statute that were not there.

Technical Guidance and Codes of Practice

1. ***PAS 9980: 2022 (Fire Risk Appraisal of External Wall Construction and Cladding)*** – *This code of practice was cited as the new standard replacing the Consolidated Advice Note (CAN) for appraising fire risks in external walls. It was central to the arguments regarding the definition of "building safety risk" (Ground 3). The Tribunal determined that PAS 9980 is a "code of practice" and not a guide to the statutory meaning of "building safety risk" in Section 120(5). Consequently, a risk deemed "tolerable" under PAS 9980 does not automatically fall outside the statutory definition of a building safety risk. It was also central to the factual analysis of the reasonableness of the remediation works (Ground 4), where the Tribunal found it reasonable for the Respondent to rely on reports based on this standard.*
2. ***Consolidated Advice Note (CAN)*** – *Referenced as the government guidance previously in force (published in January 2020) which required the removal of all combustible material. The judgment notes it was withdrawn in January 2022 because it had been interpreted to drive an overly cautious approach to remediation. This text provided the historical context for the remediation scheme originally proposed for the building.*
3. ***Approved Document B (ADB)*** – *Cited within the technical reports (Modelling Report and January 2023 FRAEW Report) relied upon by the parties. It served as the benchmark for compliance regarding the installation of cavity barriers, fire stopping, and the replacement of materials with non-combustible alternatives.*

Contract Law Commentary

1. ***Chitty on Contracts (35th Edition)*** – *Cited by the Appellants to support the argument that joint debtors have a restitutionary right of contribution among themselves. This was used to argue that the Tribunal could adjust liabilities if one respondent defaulted. The Tribunal rejected this, finding that the principle did not provide an apt precedent for the specific statutory jurisdiction of Section 124, which creates a new form of liability where Parliament did not concern itself with contribution rights between respondents.*

Nigel Davies BSc(Hons) (Q.Surv), PGCert.Psych, GDipLaw, PGDipLP, DipArb, MSc (Built Environment), LLM (Construction Law & Practice), MSc (Mechanical & Electrical), MSc (Psychology), FRICS, FCIOB, FCInstCES, FCIArb, CArb, GMBPsS, Panel Registered Adjudicator, Mediator, Mediation Advocate, Chartered Builder & Chartered Construction Manager, Chartered Surveyor & Civil Engineering Surveyor, Chartered Arbitrator, Author, and Solicitor-Advocate

Adjudicator Assessor and Re-Assessor for the ICE and the CIArb
Arbitrator Assessor for the CIArb
ICE DRC Member
ICE DRC CPD Committee Chairman
Adjudicator Exam Question Setter for the ICE
CIArb Adjudication Panel Member since 2006
CIArb Arbitration Panel Member since 2006
CIC Adjudication Panel Member since 2010

FIDIC Adjudication Panel Member since 2021
ICE Adjudication Panel Member since 2021
Law Society Panel Arbitrator
RIBA Adjudication Panel Member since 2018
RICS Adjudication Panel Member since 2006
RICS Dispute Board Registered since 2013
TECSA Adjudication Panel Member since 2012

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