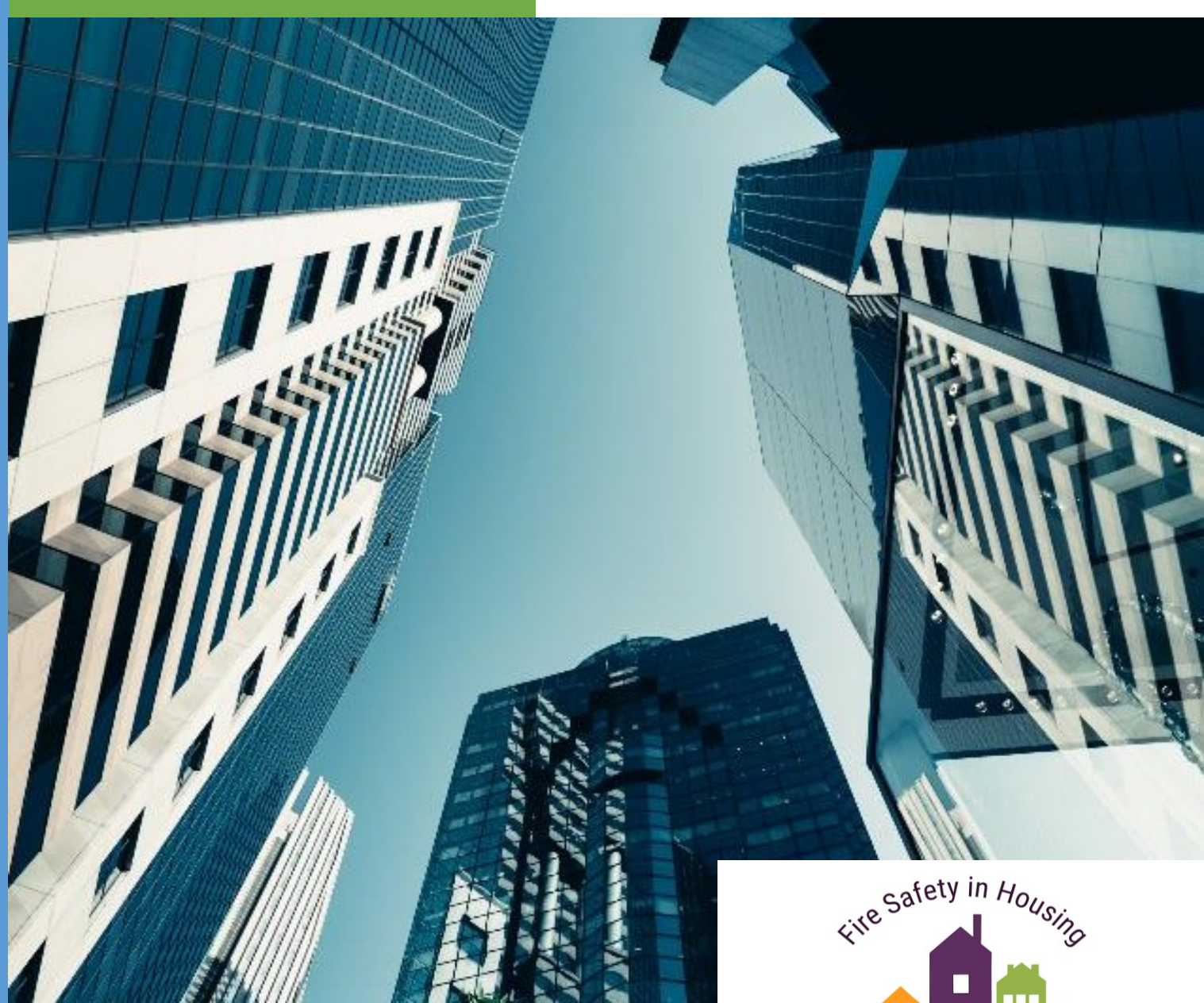


SW Fire Safety Conference

4th November
2025

Stephanie Lloyd-Foxe



Welcome

Firstly, thank you to our event partners...



WiFi = “SP-WIFI-FREE” – follow screen guidance

FIRE PROCEDURES

- *On hearing the fire evacuation alarm (which will state to evacuate) you should:*
- *Leave belongings where they are and make your way calmly, to the nearest exit.*
- *Do not use the lifts.*
- *Do not attempt to fight the fire yourself.*
- *You should leave the building and gather in the designated meet point on the piazza, at the top of the car park outside of David Lloyd*
- *If you believe that there is anyone trapped within the building, please notify the fire fighters that attend site.*
- *Evacuation chairs are located on the second floor for any disabled guests. Ground level exit available on first floor via North Turnstiles.*



Cecila Busby



HAMMAR FIRE SAFETY CONFERENCE

Relevant Defects under the Building Safety Act 2022

November 2025

Health Warning: Detailed presentation – please don't ~~fall asleep~~ worry about taking notes –

Slides will be made available!



What is this all for / when do you need to be concerned?

BUILDINGS

- built or renovated between 28 June 1992 and 28 June 2022
- 5 stories or above

SERVICE CHARGES

- Landlord wants to be able to charge service charges for work in the building
- Hence needs to provide a Landlord's Certificate to leaseholders documenting any defects

DEFECTS

- In cladding / fire doors / compartmentation / etc – fire risk
- Structural – may lead to collapse

Overview of training

- Background to legislation and general health warning
- Outline of the practical considerations to establish you have an issue with relevant defects
- The distinction between 'repair' and 'rectification'
- Landlord certificates and consequence of failure to supply LCs

Building Safety Act 2022 – Health Warning

- Grenfell Fire 2017
- Legislative process: consultation, bill, committee scrutiny, first and second readings etc
- Michael Gove: January 2022; promise that no leaseholder living in their own flat would have to pay to fix unsafe cladding – costs to be put on developers and landlords
- 14 February 2022 – Gove announced measures for buildings over 11m, to be inserted in the new bill, which essentially became the Schedule 8 leaseholder protections
- 28 April 2022 – BSA received Royal Assent
- Rushed and often unclear legislation has resulted, with a large number of 'grey areas' still not settled by case law

Definitions – at the end of the slides!

"Relevant building" (ss.117-118)

"Relevant defect" (s.120)

"Relevant works" (ss.120)

"Building safety risk" (s.120)

"responsible for" (Schedule 8)

In practical terms...

1. Do you have a **'relevant building'**?
2. Are there any defects giving rise to a **building safety risk** in the building?
3. Were there any **'relevant works'** in the **'relevant period'**?
4. Have these **led to** (or **failed to deal with**) the identified defects?

So, let's go through those stages one at a time...



1. Do you have a "Relevant building" (ss.120)

- Self-contained building or part of a building
- Containing at least two dwellings
- at least 11m or 5 storeys high

Meaning of 'storey

tricky where buildings are:

- on a slope
- have parts under ground level
- Separate section are connected and one is higher than the other

If in doubt, seek advice!

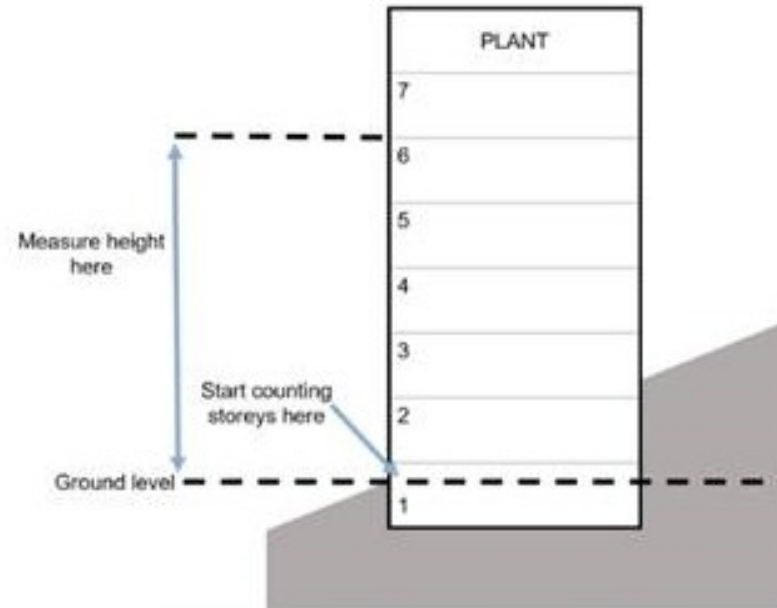


Diagram 12 shows a seven-storey residential tower on sloped ground with a rooftop plant room.

2. Are there any defects giving rise to a building safety risk?

"Building safety risk" (s.120)

A risk to the safety of people in or about the building arising from

(a) The spread of fire

(b) The collapse of the building *or any part of it*

(a) Risk arising from the spread of fire?

EXAMPLES:

- Inadequate fire stopping / compartmentation
- Inadequate fire doors
- Combustible walkways or balconies (e.g., significant use of wood)
- Cladding

Assessing risk arising from the spread of fire...

- FRAEW / Fire Safety Inspection
- Recommendations by internal fire safety team
- Notifications from the Fire Authority
- Current Building Regulations guidance

Consider not just spread of fire through building but also:

- Risk from smoke inhalation (AOV systems)
- Evacuation (fire escapes, automatic lighting, alarms)

(b) Collapse of the building or any part of it?

Very little case law on this aspect: will need to sensibly assess and consider risk



OR



How to sensibly assess and consider risk in borderline cases?

Is it flagged in a fire risk assessment?

Is the risk to life low /tolerable?

Can it be reduced by the use of e.g. sprinklers?

What is the OVERALL risk to life (are there mitigating factors?)

Case law still being worked out as to what level is a 'risk' that needs remediation and what level of remediation

So far FTT has followed a precautionary approach
e.g., Vista Tower – anything above a 'low' risk

but note that tension between this and **PAS / Developer Pledge**

3. Were there any "Relevant works" (ss.120)?

Once you establish there are building safety defects, need to consider 'relevant works'

Defects will only be caught by the definition of '**relevant defects**' if they arise out of '**relevant works**'

(unless they are **CLADDING** – note different regime)

"Relevant works" (ss.120)

- Key dates: 'relevant period': **28 June 1992 – 28 June 2022**
- works relating to the **construction or conversion of the building**, if the construction or conversion was completed in the relevant period;
- works undertaken or commissioned **by or on behalf of a relevant landlord or management company**, if the works were completed in the relevant period;
- works undertaken after the end of the relevant period **to remedy a relevant defect** (including a defect that is a relevant defect by virtue of this paragraph).

"Relevant works" (ss.120)

Was the building constructed or converted in the relevant period?

If not:

- Were **major works** carried out in this period by a landlord / ManCo?
- Were these related to fire safety / structural works, or including works that arguably **should have considered and rectified those defects?**

e.g., works to doors but not rectifying inadequate closers

If not:

- Were works undertaken after the end of the relevant period to remedy a relevant defect (and which presumably didn't succeed)?

Defects that arguably aren't "relevant defects"?

- **Buildings constructed or converted prior to 28 June 1992 or after 28 June 2022**
- **No (major) works have been carried out in the 'relevant period'**
 - Building may not be compliant with new fire safety / Building Regulations legislation but unlikely to be considered a relevant defect
 - Defects may create a 'building safety risk', and **do need to be dealt with**, but they would not be 'relevant defects' under the legislation if there were no 'relevant works'
 - will not benefit from the Schedule 8 protections - normal service charge considerations apply

Cladding

Case law (Centre Point) has held that cladding remediation has separate regime – outlined in para 8 of Schedule 8

- (1) No service charge is payable under a qualifying lease in respect of cladding remediation**
- (2) In this paragraph “cladding remediation” means the removal or replacement of any part of a cladding system that—**
 - (a) forms the outer wall of an external wall system, and**
 - (b) is unsafe.**

QUIZ TIME???

Fire doors – are these relevant defects?

1. Mix of initial defect (installed in relevant period, not compliant with current legislation) and further wear and tear / damage due to 'propping' etc?
2. 1930s mansion block, only redecoration works carried out since; doors are non-compliant with current legislation and Fire Safety inspection recommends upgrade
3. Building converted in 1998; fire doors compliant, but Fire Authority has issued notice to replace a number of doors due to tenant replacement by non-compliant doors and/or self-closers no longer working due to wear and tear

1. Mix of initial defect (**installed in relevant period**, not compliant with current legislation) and further wear and tear / damage due to 'propping' etc?

Installation is 'relevant works', so non-compliance is Relevant Defect – if this requires replacement in any event then the fact that you also deal with the 'repair' is not relevant

2. 1930s mansion block, **only redecoration works carried out since**; doors are non-compliant with current legislation and Fire Safety inspection recommends upgrade

Should not be considered a relevant defect – **no relevant works**

3. Building converted in 1998; fire doors compliant at the time, but Fire Authority has issued notice to replace a number of doors **due to tenant replacement by non-compliant doors and/or self-closers no longer working due to wear and tear**

BORDERLINE: not strictly a 'relevant defect' unless **works to common areas and fire doors were carried out in the relevant period** and the issue was not dealt with at that point – but FTT may well determine this is a relevant defect as 'risk to safety' paramount – **take advice**

Landlord Certificates

Provides leaseholders with the information they need to understand their liabilities:

- Are there any relevant defects?
- If so, is the landlord responsible for them? (has to pay for all costs)
- Is the landlord wealthy? (has to pay for qualifying leaseholders)
- Is this a 'qualifying lease'? (tenant owns only 3 properties)
- What 'relevant measures' have been carried out in the building?
- What has the leaseholder paid and what might they still have to pay?

Landlord Certificates

Must be provided **within 4 weeks** when:

- Requested by leaseholder
- Demanding a service charge that includes relevant measures
- When a new relevant defect has been identified
- When aware that the lease is to be sold

Responsibility

A landlord is "responsible for" a relevant defect if

- *in the case of an initial defect, the person was, or was in a joint venture with, the developer or undertook or commissioned works relating to the defect;*
- *in any other case, the person undertook or commissioned works relating to the defect.*

Need to know:

- *Did you commission the development?*
- *Were you the landlord when any 'relevant works' were commissioned?*
- IF so, you will be required to pay for the '**relevant measures**' required to make safe

Relevant Measures

“relevant measure”, in relation to a relevant defect, means—

- (a) a measure taken to remedy the relevant defect, or
- (b) **a relevant step** taken in relation to the relevant defect;

“Relevant steps”, in relation to a relevant defect, means steps which have as their purpose—

- (a) preventing or reducing the likelihood of a fire or collapse of the building (or any part of it) occurring as a result of the relevant defect,
- (b) reducing the severity of any such incident, or
- (c) preventing or reducing harm to people in or about the building that could result from such an incident

Relevant measures

(Obviously) **Rectification of relevant defects**

But also, now includes **relevant steps**: includes measures **not directly related to the relevant defect** but aimed at MITIGATING RISK caused by it

e.g.

- Waking watch
- Hard wired alarm systems
- Sprinklers
- Improving AOV systems
- Improving escape routes
- New evacuation procedures

Landlord Certificates – getting them wrong

The Building Safety (Leaseholder Protections) (England) Regulations 2022: Regulation 6(7)

If a current landlord does not provide a certificate which complies with this regulation in the form outlined in Schedule 1 to the leaseholder, the condition in paragraph 2 of Schedule 8 to the Act is to be treated as met in accordance with paragraph 14(2) of Schedule 8 to the Act.

Para 2(2) is the 'responsibility' condition: hence, **landlord is deemed responsible:** cannot charge a residential leaseholder for rectification of defect **even if:**

- Leaseholder does not have a qualifying lease
- Landlord is not in fact responsible

Landlord Certificates – getting them wrong

No decided cases on this - **hence still uncertainties:**

- Does this apply only to the 'relevant defects' known at the time of not giving a correct certificate, or can it be 'mended' for newly discovered defects by providing a (new) correct certificate?
- How strictly will it be applied? (e.g., any mistake invalidates, or only if material / prejudicial to leaseholder?)
- Are timings (set out in Regulations) critical, or only content / form?
- Best practice: **serve within the limits if you can; serve as soon after as possible if not; always serve with a service charge demand or if requested**

Any Questions?

Please come and find me in the break – always happy to talk

OR contact:

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Definitions 1

"Relevant building" (ss.117-118)

- Self-contained building or part of a building
- Containing at least two dwellings
- at least 11m or 5 storeys high

"Relevant defect" (s.120)

- A defect that arises as a result of anything done (or not done), or anything used (or not used), in connection with **relevant works**, and
- Causes a **building safety risk**

Definitions 2

"Relevant works" (ss.120)

- Works relating to the construction or conversion of the building, if completed in the relevant period (between 28 June 1992 – 28 June 2022)
- Works undertaken or commissioned by the landlord or management company in the relevant period
- Works undertaken after the end of the relevant period to remedy a relevant defect

"Building safety risk" (s.120)

- A risk to the safety of people in or about the building arising from
 - The spread of fire
 - The collapse of the building *or any part of it*

Definitions 3

"responsible for"

- A landlord is "responsible for" a relevant defect if
 - *in the case of an initial defect, the person was, or was in a joint venture with, the developer or undertook or commissioned works relating to the defect;*
 - *in any other case, the person undertook or commissioned works relating to the defect.*

Andrew Vernall



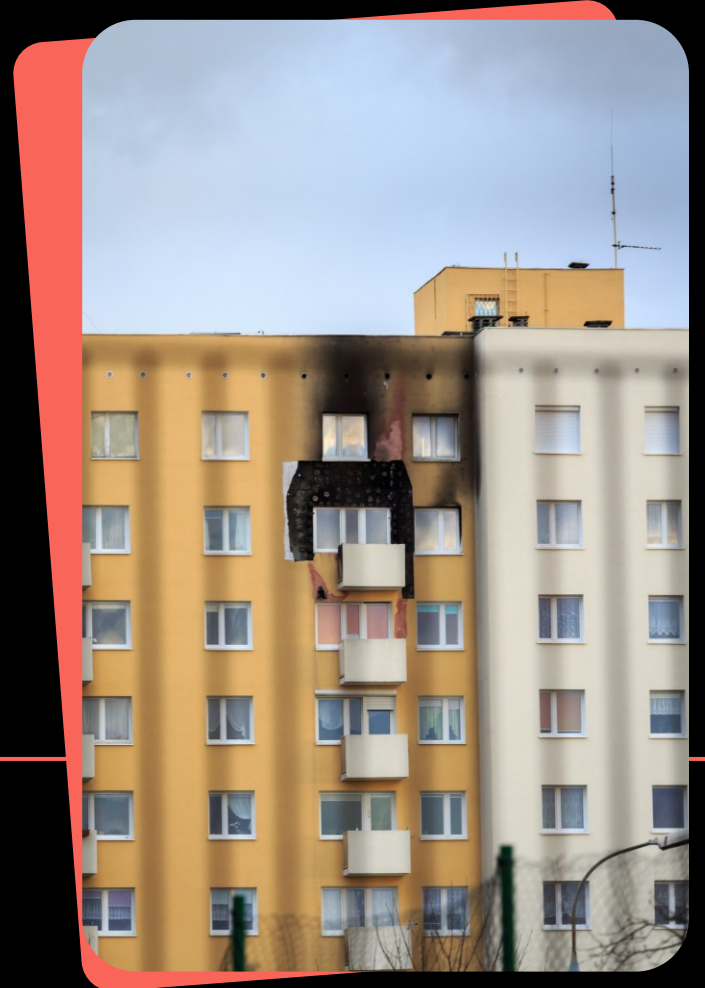
INFINITY
FIRE PREVENTION LTD

BS 5839-1:2025

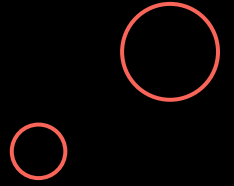
What Social Housing Providers Need to Know



Andrew Vernall
Director, Infinity Fire Prevention



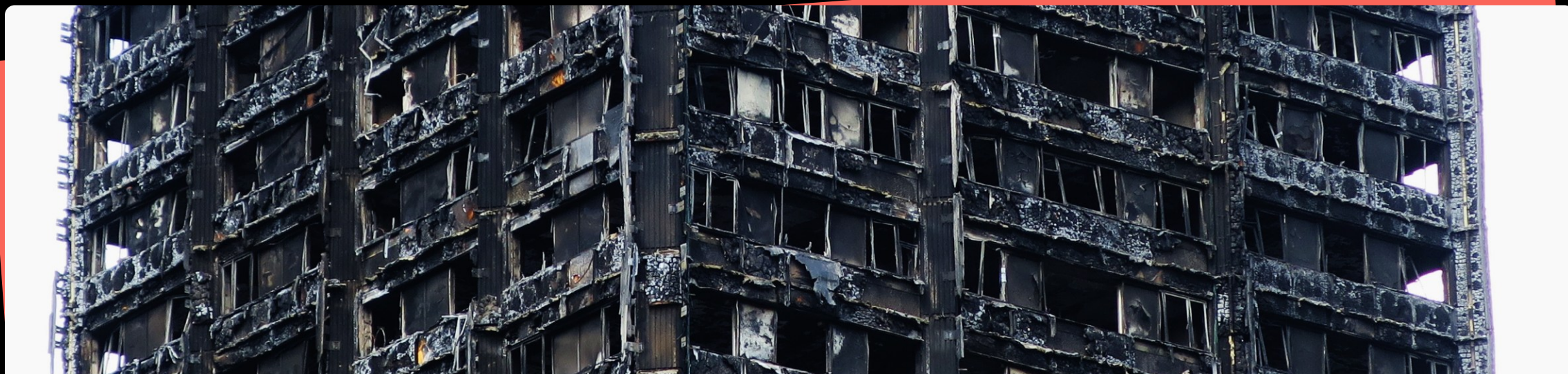
Today's Agenda.



- 01 WHY THIS MATTERS FOR SOCIAL HOUSING
- 02 WHAT CHANGED IN 2025
- 03 SLEEPING ACCOMMODATION RULES
- 04 Care & Supported Housing
- 05 MAINTENANCE & SERVICING
- 06 DOCUMENTATION & GOVERNANCE
- 07 CYBERSECURITY & REMOTE MONITORING
- 08 PRACTICAL HOUSING EXAMPLES
- 09 Risks of Non-Compliance
- 10 WHAT HOUSING PROVIDERS SHOULD DO NOW
- 11 Key TakeAWAYS
- 12 DISCUSSION & QUESTIONS

"An ounce of prevention is worth a pound of cure."

"Safety is not expensive, it's priceless."



Why This Matters for Social Housing

Fire safety in social housing is critical for protecting residents, preventing tragedies, and ensuring compliance with new regulations that emphasise the responsibility of housing providers.



- Resident safety under scrutiny following recent tragedies
- Fire safety is under renewed focus and Building Safety Act
- BS 5839-1:2025 introduces new responsibilities for housing associations



What Changed in 2025

Special emphasis is placed on tenant-facing buildings and care schemes, ensuring that all updates directly enhance safety measures for residents.

Stricter rules
for sleeping
accommodation

Alarm transmission to
ARC mandatory in
residential care premises

Stricter requirements for
certification, logbooks and
system documentation

New
cybersecurity
requirements

Doesn't apply
retrospectively but
considered best practice



Sleeping Accommodation Rules

What's your current setup and risk gaps?

- No heat detectors in bedrooms - smoke detection is now required.
- Applies to general needs, HMOs, temporary accommodation, and supported housing.



4

Care & Supported Housing

Do you have any buildings without ARC connections?

- Alarm Receiving Centre (ARC) connection is now compulsory for care homes. No exceptions allowed - failure to signal may breach the standard.





Maintenance & Servicing

Internal audits are crucial for asset managers, as they help ensure compliance, strengthen controls, and safeguard assets by identifying risks and areas for improvement.

- Servicing still required every 6 months (flexible 5–7 month window).
- Tenant access challenges require better planning.
- Check clocks, record inspections, remove redundant equipment.

Documentation & Governance

Accurate and thorough recordkeeping is essential for insurers and auditors, as it ensures compliance, supports effective risk management, and provides a clear audit trail for regulatory review.

- Cause-and-effect matrix must be provided at handover.
- Certificates and variations must be documented and retained.
- Client must ensure contractors issue the correct paperwork.





Cybersecurity & Remote Monitoring

Digital transformation is reshaping how properties are managed and services are delivered. Robust IT compliance is essential to ensure data security, regulatory adherence, and trust.

- Remote services now require risk assessment and secure authentication.
- Hidden panels and undocumented access routes no longer acceptable.
- Build resilient systems.



Practical Housing Examples



- Tenanted scheme:
Heat detectors replaced with
smoke detectors in flats.



- Sheltered scheme:
ARC connection retrofitted to
meet new standard.



Risks of Non-Compliance

Non-compliance exposes asset managers and housing providers to legal, financial, and reputational risks, while failing in their duty to residents can compromise safety, wellbeing, and trust.

- Building Safety Regulator and Fire Authority may investigate.
- Insurance cover could be compromised by standard deviations.
- Reputational risk.

What Housing Providers Should Do Now

- Audit your stock.
- Audit sleeping areas and detector types.
- Check ARC connections in all care/supported housing.
- Train staff and update contractor briefings.
- BS 5839-1:2025 - form an action task group.





Key Takeaways

- Life safety is the driver - response time and coverage matter.
- Compliance = documentation, detection, signalling, servicing.
- Remote and digital systems must be secure and accessible.

What are your next steps?

Thank You

Discussion &
Questions



Chloe Gallagher



Magnas Person Centered Approach



Where We Were

- No overall oversight on our data
- Colleagues fear of getting it wrong
- Feeling unsupported during process
- Lack of training
- Less data on General Needs
- Primary Authority Partnership was not active
- Lack of information sharing between Colleagues and FRS
- Hard of Hearing Kits and additional alarms in our homes from FRS which we had no control over or in some cases, didn't know where they were
- Reactive management of person-centered risks rather than a proactive approach
- No property information boxes





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- A horizontal line-art illustration depicting various scenes of daily life. From left to right, it includes: a bedroom with a bed and a lamp; a person standing and talking with a speech bubble; a car parked in a garage; a bathroom with a toilet and a sink; a kitchen with a stove and a refrigerator; a bicycle; a tree; and a living room with a sofa, a television, and a bookshelf. The entire illustration is rendered in a simple, minimalist style using only black outlines on a white background.



Today's Challenges

- The Fire Safety (Residential Evacuation Plans) (England) Regulations 2025 covers those in scope only (*all buildings that contain two or more sets of domestic premises, and which is either (a) at least 18 metres above ground level or have at least seven storeys; or (b) is more than 11 metres in height above ground level that has simultaneous evacuation strategies in place.*)
- It has done a fantastic job at telling what is within our gift to do, and solutions to in-home issues, but fails to provide meaningful answers to how we can evacuate without reliance on our FRS. This was the core feedback we all provided in the EEIS consultation.
- Fear that some may feel that is all they have to do, and discount properties and flats not in scope. Magna offer a PCFRA to any customer, regardless of home type.





Tea, Coffee and break

Back at 11:00