# End Our Cladding Scandal

## Briefing on The Building Safety (Remediation of Unsafe Cladding etc) Bill

### 1. Executive Summary

**1.1** End Our Cladding Scandal is a national campaign run by volunteers directly affected by the building safety crisis that emerged in the aftermath of the Grenfell Tower fire. Since our campaign was launched in 2019 by a collective of resident groups across the country, we have directly and indirectly supported and campaigned on behalf of leaseholders and residents from thousands of affected buildings. Our manifesto and campaign aims are available on our website.

**1.2** We welcomed the opportunity to give evidence to the Public Bill Committee on 12 November. This written evidence sets out an overview of our position, proposed amendments and a review of the Parts of the Bill. The Committee concluded its scrutiny earlier than we had expected, so we are publishing this evidence as a briefing for MPs ahead of Report Stage and for peers as the Bill progresses through Parliament.

The Committee reported the Bill without amendments – the concerns we raised in oral evidence remain unresolved, and we urge MPs to address them at Report Stage.

**1.3** We cannot support the Bill in its current form. We welcome stronger duties, independent scrutiny, greater transparency and public intervention where those responsible fail to act. Making remediation a standing legal obligation is important even if 5 years later than needed. **But the Bill is being misrepresented as a solution to the building safety crisis when it is nothing of the sort.** It does not provide a credible route to fully safe and sellable homes for everyone affected by this crisis. Its principal new duties address external walls and ignore internal fire safety and structural defects. The Bill's measures focus on addressing gaps and mistakes in the Building Safety Act 2022. Without meaningful change, without an honest appraisal of what needs to be done to end this crisis, too many buildings and residents will still be left behind.

**1.4** For the people we represent, every delay means more time living with fear, paying extortionate insurance bills, being unable to sell and move on, or even losing their homes. Some are displaced from their homes. Others are volunteer directors spending years trying to resolve failures they did not cause, facing threats of criminal sanction and being interviewed under the Police and Crime Evidence Act by the Building Safety Regulator.

**1.5** We first discussed these proposals with MHCLG on 19 November 2024. Since then, despite our repeatedly highlighting issues and challenges with the proposals using real world examples, there has been little discernible change. Target dates seem to be based on guesswork rather than robust estimates, with officials now working backwards frantically with yet more assumptions that have no basis in reality. The revolving door of ministers has hampered progress. Some of the same senior officials responsible for the failed approach continue to hold the pen and retain the power over our lives. We hoped the Bill would be revised drastically ahead of being tabled but MHCLG has chosen to carry on regardless. An example of this is detailed in our comments on the medium-rise register.

**1.6** We know the Bill will not provide solutions for the vast majority of people we represent. Too many people will be stuck in homes that are not safe. Therefore, we request MPs to judge each provision in this Bill against practical questions. Does it secure the work the building actually needs to make homes fully safe and sellable? Who pays immediately? What happens if the responsible party disputes liability or lacks resources? Who can residents approach independently? How quickly can the state intervene? Does the outcome allow people to live safely and move on?

The credibility of the Government's 2029 commitment should be judged by how many people are still living with unresolved safety defects or unable to sell their homes by that date. A proposed start date or a finding that external wall fire risk is "tolerable" tells residents little about when they will have fully safe and sellable homes.

**1.7** At Second Reading on 27 October 2026, the Secretary of State, Angela Rayner, told the House of Commons that up to 380,000 residents were still living in buildings with unsafe cladding. The Government's own Impact Assessment estimates that the Bill will bring forward cladding remediation for around 12,000 residents, including approximately 2,900 who would benefit from the backstop. These estimates are highly uncertain. Even on the Government's central assumptions, the Bill is expected to accelerate remediation for only a fraction of those still living with unsafe cladding.

MPs should ask when the backstop will actually be used and what happens to the many buildings whose problems fall outside it.

MHCLG estimates that around 100,000 homes are in buildings it already monitors for unsafe cladding where remediation has yet to start. The Bill must give residents an enforceable route from identification to funded works, with clear deadlines, independent oversight and a named body accountable for making the whole building safe.

**1.8** To strengthen the Bill, we urge MPs and peers to prioritise the following five changes. Section 2 sets out our proposed amendments.

i) Extend the regime to non-cladding fire and structural safety defects;
ii) Require assessment conclusions to be supported by robust test and building-specific evidence;
iii) Protect all leaseholders from the costs of all historic construction defects, irrespective of height or qualifying status;
iv) Impose statutory duties on developers alongside effective enforcement;
v) Provide binding protections and funded support for volunteer directors and resident-controlled companies.

Alongside these five priorities, we propose further amendments to establish a national decant framework and emergency fund, strengthen residents' rights and ensure Government takes responsibility for the effective delivery of remediation.

**1.9** The building safety system is already too complicated. The Bill must make it easier to get buildings fixed. The Fire Safety Act 2021 and the Building Safety Act 2022 introduced new duties, but the complexity of the system has left those responsible for buildings reliant on consultants and created opportunities for excessive fees. Almost 100 legal cases with a combined value of £1.2bn are active in London's High Court.

Residents, leaseholders and shared owners remain trapped in attritional battles in their quest to access information and secure safe homes. They must now be placed at the centre of all schemes in the Remediation Portfolio. People need and deserve a consistent approach, Government to finally take control of this crisis, and hold those responsible to account.

**1.10** In its current form, the Bill does not provide a credible route to ending the building safety crisis. To create a consistent system with control and accountability, we need to:

i) Build on the National Remediation Database by establishing a **National Remediation System**. Government should lead delivery, set consistent requirements across England and hold those responsible to account for progress at each building.

ii) Provide **upfront funding** where needed for interim safety measures – including at Developer Remediation Contract buildings – and extend grant funding to cover all necessary works to rectify non-cladding fire safety and structural defects.
iii) Give **Homes England responsibility for overseeing delivery** across all grant funding schemes and the Developer Remediation Contract. Oversight should cover every stage, from identification of the building and assessing defects through to interim safety measures, completion of works and independent sign-off.

## 2. Proposed Amendments

**2.1** The following six amendments state the outcomes we seek and provide illustrative wording. They require consequential changes across the Bill, the Building Safety Act 2022 and relevant leasehold legislation. The amendments need to work together. Definitions must be consistent across the Bill and related legislation, and the law must make clear who pays. A seventh amendment addresses delivery and residents' rights.

### Amendment A: Whole building assessment and remediation

**2.2(i)** Purpose: Extend the new duties and backstop to non-cladding fire safety and structural safety defects, including collapse risk independent of fire.

Location: Amend Part 1, specifically clauses 1 to 4, 7 to 11, 34 and 40 to 46 and Schedule 1, with consequential changes to funding and enforcement.

**2.2(ii)** Illustrative text: "The duties under this Part apply to the assessment, mitigation and remediation of relevant building defects, whether situated in the external walls, internal construction or structure of the building. A relevant building defect includes a defect arising from the design, construction or refurbishment of a building which gives rise to a risk to the safety of persons from fire or structural failure. An assessment must consider the interaction between identified defects and provide a coordinated programme for their remediation."

**2.2(iii)** Required safeguards: Use competent and independent fire and structural professionals as appropriate; reuse reliable evidence; investigate material uncertainty; preserve wider existing rights; and fund the full necessary scope. The definition must include defects affecting structural stability, fire resistance, compartmentation, escape and safety systems. It must not exclude work solely because the same building also needs cladding remediation.

### Amendment B: Evidence supporting assessment conclusions

**2.3(i)** Purpose: Secure evidence-based, building-specific conclusions and independent review, including decisions to retain materials or undertake no work.

Location: Amend clauses 3, 4, 18 and 44 and apply equivalent requirements to developer-led assessments.

**2.3(ii)(a)** Illustrative text: "An assessment may not conclude that no remediation, or a reduced scope of remediation, is required unless the conclusion is supported by sufficient evidence relating to the building as constructed. Where the conclusion relies on the fire performance of a material, component or external wall system, the report must identify relevant test evidence and explain its applicability to the installed construction. The report must identify material uncertainties, the investigations undertaken to resolve them, and the basis for any conservative assumptions remaining."

**2.3(ii)(b)** Illustrative audit text: “An assessment falling within this Part, including a conclusion that no remediation is required, must be subject to independent technical audit. The auditor may require further investigation, relevant testing or a revised assessment where the evidence is insufficient. A person affected by a material disagreement must have access to an independent determination within a prescribed period. Where an exception to the assessment duty under section 4 is relied upon, the evidence supporting that exception must also be subject to independent technical review. Where the evidence is insufficient to justify the exception, a compliant fire risk assessment of the external walls must be undertaken.”

**2.3(iii)** Required safeguards: Do not demand a new full-scale test at every building where relevant reliable evidence exists. Require justification where test evidence is used beyond its scope; targeted inspection where concealed construction matters; competent independent assessors and auditors; disclosure of conflicts and departures; and a national programme to fill recurring gaps in technical evidence. Ensure that decisions not to undertake a FRAEW receive independent scrutiny equivalent to that applied to assessments concluding that no remediation is required.

**Amendment C: Protection for all leaseholders at all heights**

**2.4(i)** Purpose: Protect every leaseholder and shared owner from historic building safety costs, including in collectively owned buildings.

Location: Insert a new clause and make consequential amendments to Schedule 8 and the relevant definitions in the Building Safety Act 2022, clause 64, clause 105 and Schedule 1.

**2.4(ii)(a)** Illustrative text: “No residential leaseholder is liable, directly or indirectly, for any cost attributable to the investigation, mitigation or remediation of a historic construction or refurbishment defect, or consequential damage caused by that defect, in a building containing residential accommodation. This protection applies irrespective of building height, the number or value of properties owned, the date of acquisition, qualifying lease status, shared ownership status or whether the building is leaseholder-controlled. A historic defect includes a defect arising from the original design or construction of a building, or subsequent refurbishment works, irrespective of when the defect was discovered. The passage of time, deterioration arising from that defect or a subsequent change in ownership must not extinguish these protections.”

**2.4(ii)(b)** Illustrative anti-avoidance text: “Protected costs include assessment, design, professional and management fees, necessary interim measures, temporary accommodation and relocation, enforcement-related costs and costs incurred by a public authority in securing remediation. Such costs may not be recovered through service charges, administration charges, reserve funds, membership levies or other arrangements having substantially the same effect. These protections apply to costs already incurred, demanded or paid, as well as future costs. Any outstanding liability for protected costs must be extinguished, and a statutory mechanism must be established to enable leaseholders to recover sums previously paid, without requiring individual leaseholders to pursue lengthy or costly legal proceedings.”

**2.4(iii)** Required safeguards: Put funding in place at the same time as the legal powers to recover costs from those responsible; protect essential management funds; prevent indirect recovery through a resident-controlled freehold; prohibit enforcement or forfeiture based on prohibited charges. Establish a funded, accessible statutory mechanism for reimbursement of protected costs already paid, cancellation of outstanding demands and recovery from liable parties, without requiring leaseholders to establish liability themselves. Prevent double recovery and ensure that leaseholders who have already paid towards remediation are not disadvantaged compared with

those who have yet to pay. Our objective covers all historic construction defects, not a replacement set of fire-only exceptions. Ordinary maintenance and defects caused by a leaseholders' own later actions need a clear, fair distinction.

**Amendment D: Direct statutory developer duties**

**2.5(i)** Purpose: Preserve useful contract commitments while ensuring an equivalent statutory regime for assessment, disclosure, funding, remediation, deadlines and enforcement.

Location: Insert a developer duty in Part 1 and revise clause 32(4).

**2.5(ii)** Illustrative text: "A responsible developer must secure and fund the assessment, mitigation and remediation of relevant building defects in a building for which it is responsible, in accordance with an independently verified remediation programme. The developer must fund all necessary interim safety measures from the point at which they are identified as necessary until they are no longer required, including where remediation is delayed or responsibility is disputed. Membership of a remediation scheme or entry into a remediation contract does not exempt that developer from the duties under this section. The programme must specify enforceable milestones and a completion date, and must be provided to residents, leaseholders and the relevant enforcement authorities. The Secretary of State must establish and publish a framework for monitoring and enforcing compliance with these duties across each responsible developer's portfolio, including escalation triggers, timescales for intervention and sanctions for persistent or systemic non-compliance."

**2.5(iii)** Required safeguards: Define responsibility and associated-company liability so that dissolution, restructuring, joint ventures and asset transfers cannot readily defeat the duty, with fair adjudication of disputed liability. Avoid making mere membership of the Developer Remediation Contract the only route to responsibility. Developer performance must be monitored at both individual building and portfolio level, with published progress against agreed milestones and completion dates, transparent reporting of enforcement action and meaningful consequences for persistent or systemic non-compliance. Access disputes and liability proceedings must not postpone essential safety work; costs must not fall back on residents.

**Amendment E: Volunteer directors and resident controlled companies**

**2.6(i)** Purpose: Provide statutory safeguards and funded assistance rather than relying on enforcement discretion.

Location: Amend clauses 14, 42, 103, 105 and 106, Schedule 2 and relevant provisions on remediation-order penalties and backstop recovery.

**2.6(ii)(a)** Illustrative text: "An unpaid director or officer of a resident-controlled body is not personally liable to a financial penalty or criminal sanction by reason only of holding that office, being named in a compliance plan or participating in collective control. No such liability arises for a failure attributable to circumstances outside that person's reasonable control where the person has acted reasonably and in good faith to secure compliance."

**2.6(ii)(b)** Illustrative support text: "Before imposing a financial penalty on a resident-controlled body, the enforcement authority must assess what the body could reasonably have done with the powers and resources available to it. Where a failure to comply results from a lack of funding, specialist support or cooperation from another responsible party, the authority must provide or arrange appropriate assistance before deciding whether to impose a penalty. The Secretary of State must maintain a funded service that gives resident-controlled bodies access to independent technical and legal advice and practical help in delivering remediation. Where enforcement action is

being considered or taken against a resident-controlled body or its unpaid directors or officers, the service must also provide access to funded independent legal advice and, where needed, representation. The costs of that support must be met by the service."

**2.6(iii)** Required safeguards: Remove the clause 105 member-cost exception and provide an alternative to insolvent resident management. Prevent the direct or indirect recovery of enforcement-related costs from innocent leaseholders, including through service charges, reserve funds, membership levies, insurance excesses or increased directors' and officers' liability insurance premiums attributable to such enforcement action. Protect non-resident leaseholder volunteers and resident-owned freehold structures as well as resident RMC (Residents' Management Company) and RTM (Right to Manage) directors. Retain accountability for deliberate dishonesty or wilful obstruction and prevent commercial parties using volunteers as a shield. Do not make proof of affordability a precondition to urgent public step-in.

**Amendment F: National decant framework and emergency funding**

**2.7(i)** Purpose: Link notices to practical delivery without delaying urgent protection and provide immediate support on the ground.

Location: Develop clauses 96 and 97 and insert a new duty covering fire safety prohibition, dangerous-structure action and other safety-related evacuations.

**2.7(ii)(a)** Illustrative notice text: "Where an authority prohibits or restricts occupation of residential premises because of a building safety risk, it must, so far as practicable at the same time, issue or secure a coordinated notice or programme identifying the investigations and remedial action required, the persons responsible and the applicable timescales. Where urgent action prevents simultaneous issue, the authority must publish an interim programme promptly and the full programme within a prescribed period. Nothing in this section delays action necessary to protect life."

**2.7(ii)(b)** Illustrative support text: "The Secretary of State must establish and maintain a national framework and emergency fund for persons displaced, or requiring temporary relocation, because of building safety risks. The framework must provide for a named coordinating authority, suitable temporary accommodation without an upfront payment requirement, immediate financial and practical support, and a funded programme for investigation, remediation and independently verified safe return."

**2.7(iii)** Required safeguards: Cover leaseholders, shared owners, private and social tenants, and residents of buildings of all heights, including voluntary decants supported by competent safety advice. Include disability and care needs, children, employment, pets and access to belongings; reasonable relocation and storage costs; timely written decisions and review rights; and sustained support for the period displacement remains necessary. Funding should be available immediately and paid directly where appropriate, with recovery from liable parties afterwards. A promise of reimbursement is far from sufficient for people unable to finance a hotel or deposit.

**2.7(iv)** The framework should address the combined burden of accommodation, mortgages, shared ownership rent, ground rent and service charges, coordinating lawful relief and recovery rather than promising that every contract automatically stops. Reoccupation must depend on independent assurance addressing all cladding and non-cladding safety risks. Where return cannot be secured within a reasonable period, the framework should provide a defined route to longer-term rehousing and consideration of funded purchase or buyback, especially for vulnerable households.

**Amendment G: National delivery and resident rights**

**2.8(i)** Purpose: Require the plan to explain how residents' needs and the impacts of works have been assessed, how the Code will be followed and how compliance can be challenged. Apply equivalent obligations to developer-led schemes. Insert duties to publish a funded national remediation delivery plan, assign a lead for each stalled building, provide an accessible independent escalation service and report regularly to Parliament on outcomes. Include enforceable resident engagement and protection plans reflecting evidence and the remediation Code of Practice. Residents and recognised associations should receive the technical reports, programme, changes, reasons and completion evidence they need, with narrowly justified redactions and an effective review route.

Location: Amend clause 14 to require preparation of the Remediation Compliance Plan with reference to the Government's remediation Code of Practice, as proposed by Dr Jenny Preece in her written evidence (BSRB14).

**2.8(ii)** The plan must identify capacity, funding and escalation triggers across assessments, audits, structural investigations, approvals and construction. Reports should measure verified completion, unresolved defects, displacement and actual cost protection. It must be possible to assess objectively whether Government intervention has made a building safe, rather than simply moved it between administrative categories.

The Secretary of State must publish and lay before Parliament an annual report assessing progress against the national remediation delivery plan, including missed milestones, reasons for delays, corrective action and the adequacy of available funding and professional and regulatory capacity.

**2.8(iii)** Required safeguards: Before new statutory obligations take effect, the Secretary of State must demonstrate that the necessary funding, professional and regulatory capacity, operational systems and supporting guidance are in place to enable compliance. This must not delay existing remediation programmes or urgent action to protect residents.

## 3. Concerns and Recommendations on each Part

### Part 1: Duty to Remediate

**Scope and a whole building standard**

**3.1.1** Clauses 1, 40 and 43 to 46 create unhelpful boundaries around the new regime. The problem is not simply that the Bill covers cladding alone - our concern is that the new duties are directed at external wall fire risks rather than the full set of defects affecting the building.

**3.1.2** Internal compartmentation, fire-stopping, fire doors, smoke control systems and structural fire protection interact with external wall performance and evacuation arrangements. Serious structural defects, including transfer slab failures, can independently prevent occupation or block cladding work from starting. Assessment and remediation must address those interactions and produce a coordinated scope.

PAS 9980 provides a methodology for appraising fire risks arising from external walls. A whole-building assessment must also consider internal fire safety, structural safety and how defects in different parts of the building interact. A finding that the fire risk from an external wall is tolerable cannot establish that the building as a whole is safe. We have lived through the consequences of piecemeal remediation. In our experience of the Building Safety Fund, including at our own buildings, MHCLG's approach to "managing public money" has focused too narrowly on which works the fund will pay for. Public money has paid for some external wall works while other serious fire safety or structural defects remain unresolved, leaving residents in homes that are still only "half safe". This is poor value for the taxpayer. Value for money should be judged against the total cost and outcome of making the whole building safe.

**3.1.3** The Bill's eligibility criteria, including the restriction under clause 1 to buildings completed before 28 June 2022 and the height threshold under clause 40, create further arbitrary distinctions between residents facing potentially similar building safety risks.

Government must set out what effective, funded routes to remediation will be available for buildings completed on or after 28 June 2022 and for buildings excluded by the height threshold. The height of a building or the date on which it was completed does not diminish the seriousness of a safety defect or the injustice of requiring innocent leaseholders to pay to rectify it. The scope of this crisis continues to be minimised for fear of "spooking" a housing market that is already terrified. Cost protection should apply at all heights.

**3.1.4** The written evidence of Greater Manchester Combined Authority and Greater Manchester Fire and Rescue Service supports wider scope, statutory developer duties, sufficient capacity and protection for resident directors. We agree with these recommendations, and we thank Greater Manchester colleagues for the reciprocal partnership working since the early days of this crisis. Their evidence reinforces the need for a delivery system capable of addressing internal and external defects together.

**3.1.5** At an RMC-managed development of three buildings in central Manchester, unsafe external wall construction was identified in August 2017. Significant non-cladding risks, including with structural fire protection, were identified in July 2019. Separate processes for addressing these defects, together with disputes over who should pay, added considerable complexity and delay. The grant-funded project took five years in total and cost around £13 million. It addressed only some of the unsafe cladding systems and left residents without fully safe and sellable homes. A waking watch

was required after the works because of remaining external wall defects and inadequate fire protection to the structural steelwork.

More than nine years after the first defects were identified, residents are still waiting for a further programme of works under the Developer Remediation Contract, forecast to start in 2028. The Bill should require a whole-building assessment and a single, funded project to address all serious fire and structural safety defects, with clear deadlines and independent sign-off.

**Assessments, evidence and independent scrutiny**

**3.2.1** The history of Class 0 shows how a weak test can give false reassurance about the safety of an external wall. The Grenfell Tower Inquiry found that relying on Class 0 for products used on the external walls of tall buildings was "wholly inappropriate". The classification relied on small-scale tests that could be gamed through the way a specimen was prepared or mounted, and even panels with highly combustible polyethylene cores could achieve Class 0. England removed the classification from Approved Document B with effect from 2 March 2025, subject to transitional arrangements. We urge the Government to apply that lesson to the use of PAS 9980.

**3.2.2** A judgement that the risk to life is tolerable does not mean that a building is free of serious fire safety defects, or that a home will survive a fire. In effect, residents are being asked to accept that they should be able to escape or otherwise survive a fire despite known deficiencies. We ask MPs whether they would be willing to accept that assurance about their own family's home, particularly where the evidence underpinning it is incomplete. A conclusion that a risk is tolerable must, therefore, be supported by evidence of how the external wall, as built, is likely to perform in a fire, taking account of the building's wider construction, fire safety measures and any known deficiencies. Where gaps in the evidence could change that conclusion, assessors must err on the side of caution.

**3.2.3** Recent decisions illustrate why a finding of "tolerable" risk should not settle what needs to be fixed. In *Secretary of State v Urban Splash Ltd and others* [2026] UKFTT 01426 (PC), the Secretary of State argued that PAS 9980 classifications can inform decisions about remediation but do not determine whether a building safety risk exists under the Building Safety Act 2022. The Tribunal rejected the argument that a higher threshold applied when identifying such a risk. It found that the works undertaken at seven Manchester buildings were reasonable responses to the defects identified and made remediation contribution orders totalling £46.5 million. In *Almacantar v De Valk* [2026] EWCA Civ 1466, the Court of Appeal addressed the separate question of who pays. It confirmed that the protection against service charges for unsafe cladding remediation can apply to qualifying leaseholders even where the works do not concern a statutory "relevant defect". In that case, the danger came from façade components falling. The two decisions show why the existence of a safety risk, the appropriate scope of works and who pays must each be addressed on their own terms.

**3.2.4** We raised the practical consequences of these gaps with MHCLG in September 2025, using a building in the Developer Remediation Contract to show how residents could still struggle to sell their homes despite a developer commitment to carry out works. In its reply of 22 October 2025, MHCLG acknowledged the risk of parties exploiting loopholes or cutting corners, but framed the wider problem as one of achieving "perfect synchronicity" across different regimes. That response sidestepped our question: what happens when a developer's assessment leaves a serious defect unresolved, and who will ensure it is fixed? The Government's own argument in the Urban Splash case makes it all the more important that Parliament scrutinises any proposal that would make "intolerable" external wall fire risk the gateway to the Bill's new remediation duties. We are concerned that this will entrench a threshold that can leave serious defects unresolved. The Bill

should require decisions to leave defects in place to be supported by building-specific evidence, independently scrutinised and explained to residents, with a funded route to address serious risks outside the external walls. Residents must be safe and feel safe in their homes.

**3.2.5** Our campaign has called for common assessment standards for several years, but we reject the proposition that prescribing PAS 9980 will produce reliable and consistent outcomes. Assessment conclusions must identify their evidential basis, the construction actually present, uncertainties and the consequences of those uncertainties. The duty should apply equally to recommendations for work and conclusions that no work is necessary regardless of the funding scheme.

**3.2.6** Where an assessor relies on the fire performance of retained materials or systems, the report must identify relevant and robust test evidence and explain its applicability to the installed arrangement, including fixings, cavities, insulation, barriers and interfaces.

**3.2.7** A visual inspection cannot establish what is hidden. For example, a conclusion that combustible material is discontinuous must be supported by evidence of its actual extent. Existing records should be reviewed first and their reliability assessed; targeted intrusive inspection should follow where a material uncertainty cannot otherwise be resolved. Missing drawings must not automatically trigger indiscriminate investigation, but an absence of records must not become evidence that construction is safe.

**3.2.8** We have called for independent audits of all assessments, including no-work conclusions, for some time. Audits at scale have been a key gap in the Developer Remediation Contract scheme that has contributed to the lack of faith in the PAS 9980 framework. Audits must be undertaken across all funding schemes and examine the reasoning and underlying evidence, not simply confirm that the report follows a template. Existing reliable investigations can be reused. The audit service needs funded capacity, published service standards and an escalation route where disputes lead to unwarranted delays. The Bill would require Homes England to audit assessments made under clause 2 that recommend remediation or interim measures, but other such assessments are subject only to discretionary audit. The consequences of a mistaken no-work conclusion can be just as serious. Existing assessments relied upon under clause 4, decisions that no FRAEW is required, and assessments under the Developer Remediation Contract must be subject to equivalent independent scrutiny. Where a conclusion is challenged on credible evidence, residents must have a right to prompt independent review.

**3.2.9** Where assessments conflict, an independent technical body must determine the safety outcome and required further evidence within a short, defined period. Residents should not be left financing successive opinions while the party paying for work selects the least costly conclusion. Conflict declarations, transparent appointments and competence standards must apply to assessors and auditors.

**3.2.10** Neal Butterworth's written evidence distinguishes methodology, competence, technical knowledge and Government policy. A framework cannot supply missing evidence or policy clarity. Dr David Crowder's written evidence defends risk appraisal and distinguishes it from regulatory design requirements. Our proposal therefore targets justified conclusions, uncertainty and independent scrutiny, rather than treating every disagreement as misconduct or claiming that professional judgement can be eliminated.

**3.2.11** We have warned for years that a remediation standard focused on risks to life can leave significant risks to property unresolved. The Association of British Insurers confirms in its written evidence (BSRB10) that insurers may still regard a building as higher risk after remediation guided by

PAS 9980, particularly where combustible materials remain. The consequences are real for leaseholders. Even after the fire risk to life has been deemed "tolerable", they may still face high insurance premiums and struggle to sell or remortgage their homes.

Buildings insurance remains an opaque sector and rife for profiteering. It is often unclear whether premiums reflect a building's specific facts and this is compounded by insurers assuming a building will be burned to the ground if a fire occurs. The industry reports increased capacity through its reinsurance facility, but this is not evidence that affected residents have seen affordable premiums restored. Government must publish evidence of actual premiums, excesses and market availability before and after remediation and agree a route with insurers and lenders to fully safe and sellable homes.

**Interim safety duties programmes and developers**

**3.3.1** Interim protection must not wait for an assessment audit queue. Clause 18 affects when the new mitigation and remediation duties operate; it does not suspend existing fire safety law. The Bill should nevertheless expressly ensure immediate safety action, with funding and regulatory escalation while an audit or dispute is outstanding.

**3.3.2** Remediation Compliance Plans must cover investigations, design, approvals, procurement, interim measures, resident protection, works, independent completion checks and removal of interim measures. Plans need firm milestones and a justified completion date. A public update should explain any missed date, corrective action and the responsible decision-maker. The requirement under clause 8 to undertake remediation "as soon as reasonably practicable" provides insufficient certainty for residents who have already endured years of delay. We note the Committee rejected Amendment 6, which proposed a 24-month deadline, on 17 November. Recognising that the complexity of remediation varies between buildings, we nevertheless seek independently scrutinised, legally enforceable building-specific milestones and completion dates, with prescribed timescales for regulatory intervention where these are missed. Residents must not be left in indefinite limbo.

**3.3.3** Clause 9 must include safeguards against unjustified reductions in the scope of remediation. Where alternative works are proposed, residents must receive the revised specification, the reasons for the changes and the supporting technical evidence. Any proposed reduction in scope must undergo independent technical scrutiny before it is approved, and residents must have an accessible way to raise concerns and challenge the conclusions. Responsible parties often have incentives to reduce costs and shorten programmes. Independent scrutiny must ensure that the revised works adequately address the building safety risks.

**3.3.4** While clause 10 provides powers to make financial assistance available, it does not establish an enforceable entitlement to adequate funding. Imposing statutory duties without ensuring that those responsible for complying with them have access to the necessary funding risks perpetuating the existing impasse, particularly for resident-controlled companies and buildings with unresolved non-cladding defects. Government must ensure that funding is available when required, with costs subsequently recovered from those responsible. The absence of funding must trigger intervention rather than further delay or enforcement action against innocent residents.

**3.3.5** We strongly reject clause 32(4) which disapplies Chapter 1 duties where external walls have been, or must be, remediated under the Developer Remediation Contract (DRC). Attempting to justify this exclusion by claiming "equivalent requirements are already in place" is misleading. Residents at DRC buildings must not be left with weaker statutory transparency, audit and delivery

requirements. The developer should have a direct statutory duty to assess, fund and complete the necessary work. Other parties' access and cooperation duties should remain, without making leaseholders or shared owners the substitute payer.

**3.3.6** Contractual rights and existing enforcement routes do not disappear merely because Chapter 1 is disapplied. Equally, it is too broad to say that developer buildings can never be reached by any backstop: the Schedule 1 triggers must be considered separately, including existing notices and orders. Our concern is the gap in equivalent direct statutory duties on developers and the practical speed of intervention.

**A quick funded backstop and fair enforcement**

**3.4.1** We support public step-in where work is not delivered. Again, this is long overdue following the Housing Select Committee's call for a "much more extensive use of Compulsory Purchase Order powers" in June 2020. It remains unclear how long this proposed process would take, what representations may be deemed reasonable, and the time for the First-tier Tribunal to grant the Remediation Management Order (RMO).

The Government's own Impact Assessment estimates that approximately 2,900 residents will benefit from accelerated remediation as a direct result of the backstop. This illustrates the limited anticipated impact and raises questions about the circumstances in which these powers will be exercised. We are concerned that the threshold for intervention will be too high and the process too lengthy to deliver meaningful change for many of the people we represent.

**3.4.2** Public authorities need funding and specialist staff ready to step in when remediation stalls. We urge MPs and peers to ask the Government to publish a realistic timetable for using a Remediation Management Order (RMO). It should show how long each step is expected to take, from identifying non-compliance and applying to the First-tier Tribunal through to a decision, securing funding, appointing contractors, and starting and completing the work. There must be a faster route to intervention where serious safety risks or the displacement of residents make action urgent. As the Victory Apartments case in section 3.9 shows, the test of enforcement is how quickly it leads to funded action and a safe return home.

**3.4.3** The backstop must cover serious non-cladding fire safety and structural safety defects. Government must clarify whether an RMO could enable all necessary remediation works to be undertaken through a single coordinated contract, rather than requiring separate legal, funding and procurement processes for different defects in the same building. The backstop must also work where the responsible entity is insolvent, absent or a resident-controlled company with no independent assets. Government must identify who will fund the works in these circumstances and ensure that any shortfall in cost recovery is not transferred to innocent leaseholders. Recovery rules must not consume residents' service charge funds, homes or collectively owned freeholds because the state has stepped in to repair others' failures.

**3.4.4** A reasonable excuse can protect a person from punishment without making the building safe. Where the obstacle is lack of funding or control, the response must include assistance or step-in. Conversely, well-resourced commercial actors must not obtain indefinite delay through general claims about procurement, group programmes or shortages. The success of enforcement must be measured by the delivery of safe homes, not by the number of notices issued, prosecutions pursued or financial penalties imposed. Where enforcement fails to secure timely remediation, there must be a clear and time-bound route to funded public intervention.

**3.4.5** The obstruction offence must not deter legitimate requests for evidence, technical challenge or reasonable concerns about access, disability, safety or accommodation. The legislation should distinguish intentional obstruction from the good-faith exercise of residents' rights and provide an expedited dispute process.

**Part 2 Mandatory register of medium-rise buildings**

**3.5.1** We support identifying unsafe buildings. We do not support the proposed register in its current form without a clear demonstration that it is proportionate, deliverable and linked to funded remediation. Registration is an information tool; an entry on a register does not make a building safe or represent a funded programme of works. The rationale for the register appears muddled: it is presented as a safety net for the existing remediation programme while also being justified as a dataset to support wider future regulatory interventions. Government must clearly distinguish between these objectives, the information required for each and the associated costs. There must be a clear and timely pathway from identification to investigation, funding and remediation, with accountability for delivery. We have raised concerns about the proposed register several times in the last two years but these have been summarily dismissed; therefore, we have included extensive detail in this section.

**3.5.2** Government must reuse verified information held by Homes England, funding schemes, developers, local authorities, fire services and the Building Safety Regulator (BSR). We support the NFCC's recommendation in its supplementary written evidence (BSRB21) for a single national building information system using Unique Property Reference Numbers as consistent identifiers. Creating another separate register risks compounding the existing fragmentation of the building safety system. There must be a process to reconcile conflicting records, and residents must be able to correct inaccurate information and see how their evidence has been considered.

**3.5.3** Government's assumptions about the availability, accuracy and accessibility of existing building information must be tested against reality. Information that duty-holders are expected to hold may not exist or may be unreliable. A typical non-intrusive fire risk assessment will not necessarily establish concealed external wall construction, insulation materials or structural details. As we previously highlighted to the BSR during the introduction of the higher-risk building registration regime in 2023, even seemingly basic building information can require specialist advice and intrusive investigations. Government must clarify what information will be required, what further investigations are anticipated and how genuinely unknown information may be reported without exposing duty-holders to sanctions.

**3.5.4** The assessment and registration requirements have distinct implementation timetables. Under clause 2, the assessment deadline is ten months from commencement of that provision, which the Government's Impact Assessment assumes will be twelve months after Royal Assent. The registration requirements under Part 2 are subject to a separate timetable.

While registration may not require every medium-rise building to commission a new FRAEW, the Government's modelling assumes that much of the information required for the register will already be available as a result of compliance with the assessment duty. With an estimated 39,000-59,000 medium-rise buildings, Government must publish the evidence underpinning its assumptions about how many buildings will require new or updated FRAs, FRAEWs or further investigations.

We note the NFCC's oral evidence to the Public Bill Committee on 12 November regarding the current insufficiency of competent assessor capacity, which conflicts with the assurances subsequently provided by the Minister on 17 November. Imposing statutory deadlines without ensuring sufficient professional capacity risks increasing costs, compromising assessment quality and diverting resources from remediation already underway.

**3.5.5** The anticipated eight to ten months required to conclude secondary legislation for the register raises further concerns. As the NFCC has also highlighted, this could leave duty-holders with a very limited period to obtain the necessary information once the detailed requirements are known. We support The Property Institute's call for a published implementation and capacity plan (BSRB13). Before the new duties commence, Government must publish a costed implementation plan setting out anticipated demand for new and updated assessments, available assessor and independent audit capacity, regulatory resources, detailed information requirements, arrangements for recognising suitable existing assessments, evidence of tested IT systems and practical support for duty-holders. Compliance periods must reflect when the necessary requirements are confirmed and systems become operational. A short compliance window risks forcing thousands of buildings to commission work at the same time, duplicating existing assessments, rushing procurement and driving up costs. Where those commissioning the work can pass the cost on to leaseholders, they have little incentive to check whether it is necessary or offers value for money.

**3.5.6** Clause 64 expressly enables registration-related costs to be recovered through service charges, including where leases do not otherwise provide for such recovery. Although this does not create an unrestricted right to charge any sum, professional and management expenditure can ultimately fall on leaseholders and shared owners. We oppose requiring residents to pay for new statutory duties introduced in response to a building safety crisis they did not cause. If the Government does not provide funding for these duties, it must put effective safeguards in place before costs are incurred to prevent excessive charges, duplication of work and unnecessary professional and management fees. The right to challenge a service charge after costs have been incurred offers inadequate protection to leaseholders and does nothing to help volunteer directors of resident management companies meet an imminent statutory deadline. Many leaseholders already face unexpected and unaffordable building safety bills, sky-high insurance premiums and the ongoing cost of interim safety measures. They must be explicitly protected from further costs arising from these requirements.

**3.5.7** The Government's cost estimates provide little reassurance without a transparent and independently scrutinised evidence base. Cost modelling must reflect the potential need for specialist verification, intrusive investigations, testing, reinstatement, management charges and the inflationary impact of professional shortages. We note that the Impact Assessment assumes, for appraisal purposes, that building owners do not pass these costs on to leaseholders. This assumption is inconsistent with our extensive experience of the higher-risk building regime. Government must separately identify the expected financial burden on leaseholders, shared owners, landlords and the public sector, including likely bills per flat under different scenarios. Describing recoverable expenditure solely as industry costs obscures who ultimately bears those costs.

**3.5.8** Our experience of the higher-risk building regime shows how the threat of sanctions, coupled with uncertainty about what the law requires, can lead to substantial and unjustified professional and management fees. Previous commitments to develop cost benchmarks have yet to deliver meaningful protection for leaseholders. Any benchmarks must be developed independently, with

meaningful input from leaseholders, and tested against actual quotes and invoices, as well as independent assessments of what work is needed.

The Government must put safeguards in place to prevent excessive charges before costs are incurred. Greater service charge transparency and the right to challenge a bill offer limited protection once leaseholders have been charged. Bringing a tribunal challenge can be lengthy and demanding. Leaseholders often face upfront costs for legal advice and preparing their case, while the freeholders they are challenging may have far greater resources.

**3.5.9** By way of example, at one residential development, the proposed template 2024 service charge budget provisions for compliance with the Building Safety Act 2022 were reduced by the RMC from £156,000 to £76,698. This included the removal of a £12,000 provision for BSR registration, despite the deadlines for registration and submission of Key Building Information having fallen in 2023. Correspondence with BSR officials at the time also records officials questioning substantial proposed registration administration charges and provisions for work that had already been completed. While the wider compliance costs associated with the higher-risk building regime are not directly comparable to the proposed medium-rise registration requirements, this example illustrates the lack of rigour that can underpin such charges and the potential for profiteering created by new statutory obligations. Not all leaseholders have the expertise, access to information, time or influence to scrutinise and challenge such costs before they are incurred.

**3.5.10** Government must learn from the difficulties experienced with the implementation of the higher-risk building regime, including problems with the BSR's digital systems. Duty-holders must not incur additional expenditure or face enforcement action because government systems cannot process, correct or reconcile their information, or because competent professionals cannot reasonably be secured. Particular consideration must be given to the position of volunteer directors of resident-led buildings. There must also be sufficient resources for enforcing authorities to investigate newly identified buildings without diverting capacity from existing remediation programmes and other safety-critical activities.

**3.5.11** The register must provide meaningful transparency for residents. It should identify outstanding safety concerns, assessment outcomes, remediation requirements, interim measures and progress towards completion. Buildings where external wall risks have been deemed tolerable without physical remediation should be clearly identified. Registration must not be mistaken for confirmation that a building is safe. Buildings temporarily decanted due to safety concerns must remain visible on the register while those concerns and any associated enforcement or remediation activity remain unresolved.

**3.5.12** Our objection is not to the collection of necessary information; it is to the creation of another costly and complex regulatory process without sufficient assurance that it will deliver safer homes. Government must demonstrate that lessons have been learned from the implementation of the Building Safety Act 2022 and that the proposed register will accelerate, rather than impede, the delivery of fully safe and sellable homes, without imposing further unjustified financial and administrative burdens on those who have already suffered the consequences of this crisis.

**Part 3 Information about building ownership**

**3.6.1** We support powers to identify legal and beneficial ownership and associated entities. Opaque structures must not prevent enforcement or cost recovery. The information should be available to

the public bodies taking action and, subject to justified privacy safeguards, to residents seeking to understand responsibility. Recognised residents' and leaseholders' associations must have a statutory right to access relevant information about legal and beneficial ownership, associated corporate entities and contractual arrangements determining responsibility for building safety, remediation and funding, subject to proportionate safeguards. Residents should not have to undertake lengthy and costly investigations simply to establish who is responsible for their homes.

**3.6.2** Identifying an owner is different from establishing repairing obligations, control, liability for original construction and access to money. Information powers must feed a funded enforcement and recovery service. A resident should not have to reconstruct the corporate history, pay for complex legal advice and finance litigation before urgent work starts.

**3.6.3** Spectrum Building in Dagenham, referenced during oral evidence, illustrates the difficulties residents face in establishing responsibility and securing redress where multiple owners, developers and associated companies are involved, particularly where some of those companies have entered administration or been dissolved. Former residents who have suffered devastating losses through no fault of their own face the prospect of lengthy and costly investigations into corporate structures and legal liabilities. For residents of other affected buildings, similar complexities and protracted legal disputes can mean further years of living in unsafe homes. Government must take responsibility for establishing liability and pursuing cost recovery, rather than leaving innocent residents to navigate complex corporate structures and legal proceedings.

**Part 4 Duty to cooperate to enforce building safety**

**3.7.1** We support cooperation, information sharing and clear enforcement arrangements. For each building there should be a named lead, a written allocation of actions, a mechanism for resolving disagreement and a route to national escalation. This need not create one inflexible hierarchy for every case. It must be made clear who will decide and act when several bodies are involved.

**3.7.2** The scope of regulatory cooperation under Part 4 must extend beyond fire safety risks to encompass structural safety risks, including the risk of collapse independent of fire. The framework must bring together the Building Safety Regulator, local authorities, fire and rescue authorities, Homes England and MHCLG, including where buildings have been evacuated on safety grounds. There must be a named national lead with responsibility for resolving regulatory disagreements, clear deadlines for escalation and a requirement for decisions, responsibilities and agreed actions to be recorded in writing and communicated to residents.

**3.7.3** The emergency evacuation of five residential buildings at Royal Gateway in Canning Town in October 2026, following serious structural safety concerns relating to transfer slabs, provides an important real-world test of the Bill. We have asked MHCLG to explain what would have happened differently had the provisions of this Bill already been in force. Which public body would have taken responsibility for coordinating the response, securing and funding the necessary investigations and remediation, resolving any disputes over liability and ensuring residents could safely return to their homes? How would the proposed regulatory cooperation arrangements operate where the principal risk is structural collapse rather than fire, and where buildings are no longer occupied? Ultimately, residents need a single, accountable public body to oversee the resolution of their building safety issues, rather than being left to navigate multiple regulatory regimes, funding arrangements and contractual disputes.

**3.7.4** When several authorities are involved, residents should know who will decide what work is needed, who will pay and when it will start. If the authorities cannot agree who should act, or if

agreed actions are overdue, the Government must step in within a set deadline. Residents should never be left to resolve disagreements between authorities or work out which regulator has the power to act.

**Part 5 Construction product liability**

**3.8.1** We support effective cost recovery from manufacturers and others legally responsible for unsafe construction products, including access to evidence and provisions extending liability to associated companies where justified. We welcome the proposed changes to section 149 of the Building Safety Act 2022, including clarifying the basis of liability, simplifying the test for causation and enabling developers and others who have funded remediation to bring claims directly. However, these changes are further evidence of shortcomings in the 2022 Act. More than four years after that legislation was passed, construction product manufacturers have yet to make a meaningful contribution to the costs of resolving this crisis. Strengthening rights to pursue litigation does not necessarily make litigation quicker or more affordable, nor does it guarantee that buildings will be fixed sooner.

**3.8.2** The Government failed to collect any data on what products were being removed and replaced in the Building Safety Fund with this omission being corrected in Homes England's Cladding Safety Scheme. Government must ensure that comprehensive information on these products, including their manufacturers, is collected consistently across all remediation schemes and that relevant physical and documentary evidence is preserved. This information should inform a nationally coordinated approach to cost recovery and help identify recurring building safety issues. Government must actively pursue recovery from those responsible and ensure that sums recovered contribute towards remediation and redress for leaseholders. Developer claims against manufacturers must not delay remediation, reduce the necessary scope of works or permit double recovery.

**3.8.3** The statutory test must recognise unsafe performance in the actual construction system and relevant misleading conduct. A product certificate should not be treated as conclusive proof that the installed assembly is safe. Equally, liability must be established through fair procedures and evidence. Government should also consider whether equivalent provisions are required for defective non-cladding construction products that have contributed to serious fire or structural safety risks.

**Part 6 Amending earlier legislation**

**3.9.1** We welcome stronger enforcement of remediation orders, safeguards for money paid under remediation contribution orders, insolvency notifications and measures for evacuated and ownerless buildings. The Bill should require a named public authority to monitor compliance with every remediation order, verify completion and act promptly when deadlines are missed. The Government should lead where the Secretary of State obtained the order and ensure that a lead authority is designated and resourced in every other case. Leaseholders should be told when a deadline is extended, why it was extended and what action will follow if the revised deadline is missed. They should never have to bring fresh proceedings to get an existing order acted on.

Vista Tower exemplifies the need for that accountability. The Secretary of State obtained a remediation order against Grey GR, yet in October 2026 the constituency MP told Parliament that residents faced a second round of remedial works and uncertainty over when they would need to leave their homes. MHCLG should confirm the current deadline under the order, which outstanding works it covers and what steps it will take to secure completion. Removing limitation barriers to the

specified orders can help, but residents need a funded route to getting the work done, with clear deadlines and effective intervention when they are missed.

**3.9.2** The Government should confirm that remediation orders and contribution orders can effectively address relevant structural collapse risks, not only fire-related defects, and remove any remaining gap. Practical guidance, funded technical support and accessible enforcement are needed. Residents should not have to discover which of several legal routes might eventually work while their building remains empty.

**3.9.3** Clauses 96 and 97 should be developed into a coherent route from prohibition or evacuation to remediation and safe return, or buyback offers. The linked improvement notice mechanism must identify what needs to happen, by whom and when. Equivalent arrangements must cover dangerous-structure action under the Building Act 1984 and safety-related voluntary decants. Urgent prohibition or evacuation must never be delayed because the final remediation specification is not yet available.

**3.9.4** We support effective evacuation arrangements for residents unable to evacuate unaided and clear responsibilities for tribunal-appointed managers. Taking control through an RTM or another resident body must not transfer an unfunded historic remediation liability to those residents.

**3.9.5** We seek a decant amendment which combines that legal mechanism with a national support framework and emergency funding pot. This would ensure consistent support is available when it is needed urgently without relying on a local authority as lead responder. The framework must provide suitable accommodation without requiring residents to pay first, assess disability and other needs, provide a named caseworker, protect access to belongings and set a funded programme for investigation and return. It must operate across tenure and qualifying status, and support both residents and non-residents impacted by the decant.

**3.9.6** When residents are required to leave their homes on safety grounds, leaseholders can continue to face service charges while also paying for temporary accommodation or losing rental income, sometimes for years. Displaced households can face immediate costs for essentials, laundry and extra travel. These can continue throughout the decant, especially where temporary accommodation is further from schools, childcare or work. Residents left homeless after a fire face similar pressures. Being told to leave at short notice, sometimes in the early hours of the morning, can itself be traumatic.

Where a decant is necessary, there must be enforceable standards for how it is managed. Where freeholders fund temporary accommodation, there is a risk that decisions driven by cost leave residents in accommodation that is unsuitable for their needs. Residents must be consulted about their needs, and the suitability of accommodation must be reviewed if displacement continues.

**3.9.7** Residents of Victory Apartments in Oldham were forced to leave their homes in November 2020 after Greater Manchester Fire and Rescue Service issued prohibition notices as a last resort. The concerns included defects in internal compartmentation, smoke ventilation and fire doors, as well as failed evacuations.

Further enforcement notices were issued in July 2024. A follow-up inspection in May 2025 found that some work had been carried out, but it was still insufficient for safe reoccupation. Leaseholders continued to face service charges while unable to occupy their flats, and one resident spent years living in student accommodation. The fire safety prohibition was lifted in August 2025, but water

leaks and problems with the gas supply delayed reoccupation. By January 2026, residents were allowed to return, more than five years after they had to leave.

**Part 7 General**

**3.10.1** Clauses 103, 105 and 106 must be considered together. The Bill provides personal liability mechanisms, an exception to cost protection for leaseholder-controlled companies and guidance about penalties. Guidance is insufficient where the statutory structure leaves innocent residents and volunteers exposed.

**3.10.2** Clause 105's exception can allow specified enforcement-related costs to be recovered from members or eligible members of leaseholder-controlled companies and can redistribute a shortfall. It does not mean that every penalty is automatically recoverable in every case, but it creates a direct route by which residents can finance sanctions against their own company. That exception should be removed, with a funded alternative which keeps essential management functioning.

**3.10.3** Personal liability should reflect actual culpability and control. Volunteers acting reasonably and in good faith must not be penalised for developers' failures, missing funding, regulatory delay or matters they cannot control. Equivalent protections must cover the connected-person provisions and new penalties under the remediation-order regime. Commercial actors must not be able to shelter behind a nominal resident-controlled company.

**3.10.4** The Government's commitment to extend leaseholder protections from three to six properties is welcome, although we note that the previous Government had already proposed addressing the unfair treatment of jointly owned properties in November 2023. The Government must clarify the scope of the proposed amendment, including its application to cladding and non-cladding defects, joint ownership, subsequent purchasers of affected leases and costs already demanded or paid. There must be a straightforward mechanism for reassessing previously non-qualifying leases and issuing corrected certificates, without further cost to leaseholders. While this measure will alleviate the plight of some leaseholders, it does not address the fundamental injustice of making innocent people liable for defects they did not cause - why are some leaseholders innocent and others being left to pay?

**3.10.5** The Secretary of State's commitment at the Bill's Second Reading to "investigate whether we can extend the protection to any leaseholder who owns a lease on their only or principal home" is also welcome. However, as far back as 1 April 2025, following a question from the then Chair of the Housing Select Committee about engagement with our campaign, the then Minister for Building Safety acknowledged the enduring question of the "in perpetuity" status of non-qualifying leases and how this might be brought to an end. Over eighteen months later, it is deeply disappointing that we have progressed no further than another commitment to investigate this fundamental injustice.

The Non-Qualifying Leaseholders Campaign Group's evidence (BSRB16) shows that non-qualifying status can prevent a sale or mortgage even where remediation is funded, unnecessary or complete. A lease's status can depend on a previous owner's circumstances, which prospective buyers may be unable to establish. Raising the property ownership threshold from three to six would still leave buyers exposed to costs on the basis of a previous owner's circumstances.

Case Study 6 describes a family who bought their first and only home in 2024. Their lease was non-qualifying because of the previous owner's circumstances. A subsequent assessment identified a need for remediation, leaving the family facing costs they could not quantify. No leaseholder should have to pay to fix historic building safety defects they did not cause, regardless of who previously owned their home.

**3.10.6** We welcome the Secretary of State's commitment to provide grant funding towards the remediation of high-risk, high-cost internal fire safety defects in eligible collectively owned and enfranchised buildings. Leaseholders in these buildings still need comprehensive statutory protection from remediation costs. The Government has known for years that they can face substantial bills for serious defects and should have announced this funding much sooner. Announced at Second Reading without clear eligibility criteria, a commitment to cover the full cost of eligible works or a timetable for releasing funds, it risks amounting to little more than a gesture. Leaseholders need to know which buildings and defects qualify, how much of the cost will be covered and when the money will reach them.

**3.10.7** We are deeply concerned that this commitment could repeat the experience of previous funding schemes, including the funding announced for buildings under 11 metres in July 2025, where delays in publishing the details, restrictive eligibility criteria and limited funding have caused considerable anxiety and uncertainty. Lessons must also be learned from the initial £1 billion Building Safety Fund announced in 2020. Residents must not be placed in a position where they are effectively competing with one another for limited funding to make their homes safe. Protection should be automatic, comprehensive and underpinned by sufficient funding, irrespective of how residents own or manage their building.

**3.10.8** The Government must end its piecemeal approach of extending protection to excluded leaseholders one group at a time. Nearly a decade after Grenfell, there can be no justification for perpetuating a system under which some innocent leaseholders are protected while others remain exposed to ruinous costs. Our position is and will always be that no leaseholder or shared owner should have to pay to rectify historic construction defects they did not cause.