
STATUTORY INSTRUMENTS

2022 No. 859

**The Building Safety (Leaseholder Protections)
(Information etc.) (England) Regulations 2022**

Recovery of amounts from other landlords: cases under paragraph 3 of Schedule 8

4.—(1) This regulation applies where, in relation to a qualifying lease⁽¹⁾ of a dwelling in a relevant building, a landlord (L) has paid or is liable to pay the cost of a relevant measure relating to a relevant defect (“the remediation amount”) which, but for paragraph 3 of Schedule 8 to the Act, would have been payable as a service charge by the tenant under the qualifying lease.

[^{F1}(2) Where this regulation applies the contributing landlord is liable to pay L the remediation amount.

(2A) To recover the remediation amount from the contributing landlord who is liable under paragraph (2) L must give the contributing landlord a notice which sets out the information listed in paragraph (2B).

(2B) The information which the notice given under paragraph (2A) must contain is—

- (a) the remediation amount that L has paid or the remediation amount which L expects to pay;
- (b) the time limit for appealing under paragraph (4) to the First-tier Tribunal and for applying for an extension of that time limit under paragraph (4A);
- (c) the possible grounds of appeal.]

(3) The remediation amount may not include any amount which L is entitled to recover under regulations 3 or 5 [^{F2}but nothing in this regulation prevents L from seeking to recover amounts under regulation 3 or 5].

(4) A person who is notified by L of a requirement to pay the remediation amount may appeal ^{F3}... to the First-tier Tribunal within 30 days of the notification, specifying the grounds of appeal.

[^{F4}(4A) A person who has received a notice under paragraph (2A) may apply to the First-tier Tribunal to extend the time limit for lodging an appeal under paragraph (4).

(4B) An application under paragraph (4A) must be made within 30 days of the notification under paragraph (2A).

(4C) In response to an application under paragraph (4A) the First-tier Tribunal may grant an extension of the time limit for lodging an appeal by no more than 30 days.]

(5) The grounds of appeal are—

- (a) that the remediation amount does not represent the cost of the relevant measure; or
- (b) that the person sent the notice is not the contributing landlord.

[^{F5}(5A) Where an appeal made on the grounds specified in paragraph (5)(a)—

- (a) is unsuccessful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is required to pay the remediation amount set out in the notice;

(1) See section 119 of the Act for the definition of “qualifying lease”.

- (b) is successful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is required to pay the remediation amount determined by the First-tier Tribunal.
- (5B) Where an appeal made on the grounds specified in paragraph (5)(b)—
- (a) is unsuccessful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is required to pay the remediation amount set out in the notice;
- (b) is successful, subject to the outcome of an appeal on another ground under this regulation the person who was notified by L is not required to pay the remediation amount set out in the notice.]
- (6) For the purposes of this regulation, the reference to landlord (L) includes a RMC or a RTM company [^{F6}or a named manager].
- [^{F7}(7) In this regulation “the contributing landlord” means the person who—
- (a) is the landlord under the qualifying lease referred to in paragraph (1) provided that they met the contribution condition in paragraph 3 of Schedule 8 to the Act on 14th February 2022; or
- (b) after 14th February 2022 became the owner of that landlord’s interest.]
- [^{F8}(8) An amount payable to L under this regulation is recoverable by L as a civil debt.]

Textual Amendments

- F1** Reg. 4(2)-(2B) substituted for reg. 4(2) (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(3)** (with reg. 6(2))
- F2** Words in reg. 4(3) inserted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(4)**
- F3** Words in reg. 4(4) omitted (5.8.2023) by virtue of [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(5)** (with reg. 6(2))
- F4** Reg. 4(4A)-(4C) inserted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(6)** (with reg. 6(2))
- F5** Reg. 4(5A)(5B) inserted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(7)** (with reg. 6(2))
- F6** Words in reg. 4(6) inserted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(8)** (with reg. 6(2))
- F7** Reg. 4(7) substituted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(9)**
- F8** Reg. 4(8) inserted (5.8.2023) by [The Building Safety \(Leaseholder Protections etc.\) \(England\) \(Amendment\) Regulations 2023 \(S.I. 2023/895\)](#), regs. 1(1), **6(10)**

Commencement Information

- I1** Reg. 4 in force at 21.7.2022, see [reg. 1\(1\)](#)

Changes to legislation:

There are currently no known outstanding effects for the The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022, Section 4.