



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : HAV/00HQ/BSA/2025/0002

Property : 1-31 Oyster Bay Apartments, Sterte,
Poole, BH15 2FN

Applicant : Bournemouth, Christchurch and Poole
Council
donna.bryant@bcpcouncil.gov.uk

Representative : Mr Bowker of counsel
instructed by BCPC Legal Department

Respondent : Sovereign Network Group

Representative : Mr Burrell of counsel
instructed by Capsticks LLP

Type of application : Building Safety Act 2022- Remediation
Order

Judge : Judge J Dobson

Date of CMH : 5th September 2025

Date of directions : 12th September 2025

DIRECTIONS

This is a formal order of the Tribunal which must be complied with by the parties. The parties must comply with the Statement on Tribunal Rules and Procedure.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Background

1. The Applicant seeks a remediation order pursuant to Section 123(2) of the Building Safety Act 2022. The Applicant is the local authority and submit they are an interested person.

2. The Applicant describes the Property as:

“1-31 Oyster Bay Apartments is a 9 storey building with an estimated height to uppermost floor level of 26.4m. It was constructed circa 2009.

The building offers general needs social housing to occupants on an assured tenancy. The building is structured using steel frame with concrete slab floor and has three primary wall types detailed in a FRAEW. There is one escape stair case. Balconies are steel framed stacked open projected balconies. They have timber decking boards with open soffits, metal balustrades and glazed panels.”

3. Directions were issued for the matter to have a case management hearing on 25th April 2025. The date of the case management hearing was subsequently varied, taking place on 19th June 2025.
4. It was explained that the Respondent was engaged in proceedings in the TCC with the original developer. It was said to be hoped a settlement would be achieved imminently (although the Respondent is indicated to have been pursuing matters for some 6 years and the realism behind that hope is not clear).
5. The name of the Respondent had changed and was amended and so order that moving forward the Respondent shall be Sovereign Network Group and not Sovereign Housing Association.
6. It appeared that the Respondent have already instructed and had reports from a person who if required would act as an expert. It was accepted this case would not be suitable for a single joint expert.
7. The dates for directions for initial steps were agreed.
8. Judge Whitney flagged the following issues would need to be addressed at the next case management hearing listed:

What witness evidence of fact will be required and how many witnesses will each party wish to call

Expert evidence: if a party wishes to seek permission to rely upon expert evidence they must bring details of the expert and details of their availability to ensure a meaningful timetable can be fixed;

The parties should attend with dates to avoid for the next 9 months so the Tribunal can consider, if appropriate, listing for a final hearing.

9. Those matters merit highlighting because what was flagged and the position as presented at the further CMH different somewhat.
10. The parties had prepared their statements of case as required.
11. It was also agreed that prior to the next hearing the parties would prepare and comment upon a draft form of order and that the Tribunal would consider at the next hearing what if any further directions were required in relation to that.
12. The parties were also directed to provide draft directions and did so. There were various differences between those proposed by each party, including quite significantly as to timescale.

Case Management Hearing 5th September 2025

13. The CMH was held remotely. Counsel appeared for each party. I am grateful to both for their helpful submissions.
14. As alluded to above, the position required by Judge Whitney and the actual position were some way apart. The hearing therefore broadly achieved its objective but not as efficiently in terms of hearing time or timescale for the conclusion of the case as hoped for.
15. I do not seek to record all discussed. I do identify some matters of note and otherwise the Directions given. Those were agreed by the parties at the hearing.
16. It was admitted by the Respondent and the parties agreed that all of the relevant gateway criteria are met.
17. As I indicated in the hearing, the approach which I considered appropriate to the directions to be given broadly accorded with Respondent's approach save for the timescales and subject in the event to adjust that for what came out in the hearing.
18. The Applicant was unhappy at the time sought by the Respondent for its fire safety report. The Applicant also wished to consider whether to obtain its own evidence following sight of that.
19. The unhappiness was rather detracted from and the wider approach somewhat undermined by the comments of Judge Whitney at the previous CMH and the specific Directions given regarding experts, including identity and availability. The Applicant did not have those

details as required. The date in the Applicant's draft directions was not just optimistic for the Respondent's reports but apparently very much so for its own reports.

20. The Respondent wished to rely upon a Mr Stephen Cooper and Mr Burrell made what I accept to be the sound point that there is a shortage of suitable fire safety experts as compared to the amount of litigation requiring their expertise and so availability is limited. The Respondent intends to rely on a Mr Christian Merritt as its project manager/ programming expert.
21. The Respondent had sought that both experts inspect together, one relevant point being the potential need for opening up (and re-instatement). However, as it was not clear whether the Applicant would seek to obtain the report of such an expert, that was not practicable in the event at least in advance of each side obtaining a report, although it may well be appropriate in advance of any joint report.
22. It is right to say the position in respect of expert evidence was less than wholly satisfactory, including resulting in a rather longer period for the provision of expert evidence than desirable. The approach taken is reflective of the limited practical options available as opposed to any preferred one.
23. I leave the parties to resolve the question of what can be inspected without opening up, the need for opening up and whether that occurs only with both fire safety experts (if there are to be 2) or for one or more expert individually. The parties can apply if required.
24. Mr Bowker stated that the Applicant specifically wished sight of the documents from the Respondent's litigation against the developer in the Technology and Construction Court. Each side had listed some specific documents sought of the other, the Respondent's draft directions providing something of list of documents required from the Applicant. That desire on each side for specific documents is incorporated in the provision in respect of documents below.
25. It was explained by Counsel that both are involved in a Remediation Contribution Order case listed across 3 weeks from 27th April 2025 to 12th May 2025, and so for much of the final hearing window in this case. I accept that if that case is not resolved and not re-listed for any reason, Counsel will not be available for much of the hearing window in this case. The Tribunal will be happy to facilitate a hearing in the early part of the hearing window and in advance of those dates if the parties' other availability permits.
26. I have in part amended dates for the draft Remediation Order from those discussed at the hearing to seek to ensure that insofar as it may assist at the PTR, the Tribunal can identify both sides positions in respect of that draft clearly and the parties address their minds to that adequately in advance.

TRIBUNAL DIRECTIONS

Any act required by these Directions to be performed on or by a particular day must be performed before 5pm on that day.

The parties must comply with these Directions.

Only evidence and documents exchanged between the parties in accordance with the timetable below shall be included within the bundle. At the hearing the Tribunal will only consider evidence previously exchanged. If a party wishes to rely upon oral evidence at the hearing they must have provided a written statement in accordance with the

Dates for compliance

27. The parties may change the dates for compliance with the directions below, provided they reach written agreement between themselves, with the exception of the date for filing and serving the bundle, which must be provided by the date specified by the Tribunal. If the parties seek an extension of the date for the filing and serving of the bundle, they must apply for the permission of the Tribunal with reasons, at which time the application will be considered by a Judge.

Availability for the final hearing

28. The parties shall provide their availability for the final hearing during the period below by **3rd October 2025**. In respect of any dates on which a party says that there is not availability the party shall inform the Tribunal of who is said to be not available and why.
29. The Tribunal may or may avoid any such dates dependent upon the significance of the person unavailable and the reason given. The Tribunal will seek to accommodate counsel but will list irrespective of counsel's availability if the final hearing cannot otherwise be listed within the hearing window.

Provision of Documents

30. By **19th September 2025** the parties shall request any specific documents which they require the other party to provide.
31. By **10th October 2025** the parties shall send to the other party copies of all relevant documents relied upon and/ or detrimental to their case and, if not within the above, such other documents as the other party has specifically requested, unless objected to.
32. In the event that a party objects to the provision of any specific documents requested by the other party, the party shall provide a witness statement from a director or senior officer setting the documents objected to and why.
33. The requesting party may apply to the Tribunal in respect of any such documents.

Witness statements

34. By **14th November 2025** the parties shall provide to the other party the witness statements of all witnesses of fact on whom they seek to rely.
35. If either party intends to rely on the evidence of any person (other than a person who has signed the statements of case referred to above), a witness statement setting out what that person says must be prepared. Witness statements should identify the name and reference number of the case, have numbered paragraphs, end with a statement of truth and be signed and dated. If there is an oral hearing witnesses are expected to attend the hearing to be cross-examined as to their evidence, unless their statement has been agreed by the other party.

Expert Evidence

36. Conditional on the parties' respective experts being facilitated inspection of the Property by the Respondent as reasonably required for the preparation of their reports, the parties each have permission to adduce expert evidence in the field of fire engineering and project management/ programming, limited to one expert per party per field.
37. The Respondent shall provide to the Applicant by **24th November 2025** the report of its fire safety expert as to relevant defects and works required to remedy those.
38. The Applicant shall provide to the Respondent by **9th January 2026** the report of any fire safety expert instructed by it.
39. The parties shall each provide to the other party the report of their project management/ programming expert by **6th February 2026**.
40. The parties shall co-operate in respect of any joint inspection date and the undertaking of any joint inspection by the fire safety experts.
41. The parties' fire safety experts shall have communicated with each other on a without prejudice basis, have met to clarify and narrow the issues between them (including at a joint inspection if appropriate) and shall provide a joint statement, concisely identifying issues agreed, and not agreed, with a summary of reasons for disagreement, by **13th February 2026**.
42. The parties' project management/ programming experts shall have communicated with each other on a without prejudice basis, met to clarify and narrow the issues between them and shall provide a joint statement, concisely identifying issues agreed, and not agreed, with a summary of reasons for disagreement, by **6th March 2026**.
43. The parties have permission to rely upon oral evidence of their experts.

Bundle of Documents for the final hearing

44. The Applicant shall be responsible for preparing the bundle of relevant documents, the contents of which should if possible be agreed.
45. The Applicant shall by no later than **13th March 2026** provide to the Respondent and the Tribunal a draft index for the hearing bundle.
46. The Respondent shall by **1pm on 18th March 2026** provide to the Applicant and the Tribunal a list of any additional documents required to be included in the hearing bundle.
47. In the event of any issue regarding the contents of the bundle and it is possible to do so, the Tribunal will determine that at the PTR.
48. The Applicant shall (subject to amendment upon resolution of any dispute as to contents) by **20th March 2026** send one copy to the other party and send one copy (electronically) to the Tribunal.
49. **THE BUNDLE MUST BE IN PDF AND COMPLY WITH THE GUIDANCE ON PDF BUNDLES.**
50. If the hearing bundle is not sent to the Tribunal by the said date or not in the required format, the application will be **struck out** without further notice.
51. The Tribunal will only consider the documents in the bundle. Parties should not send documents piecemeal to the case officer.
52. The bundle shall contain one copy only of any document relevant to the issues to be determined by the Tribunal and the parties shall not include material in respect of matters not in dispute or otherwise not relevant or to which the parties have not referred to in their cases and will not refer at the final hearing.
53. Subject to the above, the bundle shall include:
 - The application and accompanying documents
 - An example of any relevant lease
 - The Tribunal Directions
 - All witness statements
 - All relevant documents relied upon by either party
 - Any expert reports
54. The bundle index shall be paginated such that the bundle and pdf pages match and shall identify any significant exhibits to statements separate to the statement themselves.
55. Documents should only appear once within the bundle even if relied upon by each party e.g. one copy only of the lease.

56. The parties shall ensure that any witness on whom the party wishes to rely has either a paper copy of the hearing bundle or access to an electronic copy. It is for each party to ensure that their witnesses are so prepared. If they do not have a copy of the bundle the Tribunal may refuse to hear their evidence

The Remediation Order

57. The Applicant is to provide the Respondent, by email, a travelling draft of the Remediation Order proposed by the Applicant, in word format, by **13th March 2026**.
58. The Respondent shall return the travelling draft of the Remediation Order to the Applicant, by email, showing any proposed amendments and any counter proposals, by **20th March 2026**.
59. The Applicant shall return the travelling draft of the Remediation Order to the Respondent and shall provide it to the Tribunal, by email, showing, clearly marked, which of the Respondent's proposed amendments and counter proposals are accepted and which remain in dispute, by **1pm 25th March 2026**.
60. The Applicant shall file an agreed final version of the travelling draft of the Remediation Order, showing the Parties' rival positions on any terms in dispute, on a date to be determined at the Pre- Trial Review.

Pre- Trial Review

61. The Tribunal has decided that the application will benefit from a Pre Trial Review (PTR) which will be conducted by video at **10am** on **27th March 2026**. The parties and a representative, the trial advocate if at all possible, must both attend the PTR.
62. By two weeks before the hearing date the parties are to provide an email address and contact telephone number for each person who will be attending the remote hearing. This is to ensure that individual links can be sent by the video hearing provider in advance of the hearing. Failure to provide this information may result in parties being unable to access the hearing on the day.
63. The purpose of the PTR is to review the matter and consider what if any matters can be determined and decided and to issue further directions if required. That will include the appropriate length of final hearing and any arrangements required to be made to facilitate that hearing. The Tribunal may, in appropriate cases issue a final determination.

Inspection

64. The Tribunal anticipates that it will wish to inspect the Property provided practicable, either on the morning of the first day of the final hearing or as otherwise determined appropriate.

Final hearing

65. The hearing shall take place on a date to be fixed during the period **7th April to 15th May 2026** at Havant Justice Centre. The hearing shall take place in person.
66. The hearing is scheduled to last up to 5 days, the length of final hearing to be considered and determined at the PTR.
67. The hearing date and time may be changed at short notice.

Skeleton arguments and case authorities relied upon

68. Any Skeleton arguments and case authorities relied upon should be exchanged and sent to the Tribunal electronically **by 7 days** before the hearing.

Costs applications and reimbursement of Tribunal fees

69. The Tribunal will hear any representations as to costs and fees following the conclusion of the remainder of the hearing if practicable. In the alternative, written representations will be provided for.