
Committee Stage: Tuesday 19 October 2021

Building Safety Bill (Committee Stage Decisions)

This document sets out the fate of each clause, schedule, amendment and new clause considered at committee stage. A glossary with key terms can be found at the end of this document.

First to Twelfth Sittings

FIRST AND SECOND SITTINGS

Christopher Pincher

Agreed to

That—

1. the Committee shall (in addition to its first meeting at 11.30 am on Thursday 9 September) meet—
 - (a) at 2.00 pm on Thursday 9 September;
 - (b) at 9.25 am and 2.00 pm on Tuesday 14 September;
 - (c) at 11.30 am and 2.00 pm on Thursday 16 September;
 - (d) at 9.25 am and 2.00 pm on Tuesday 21 September;
 - (e) at 11.30 am and 2.00 pm on Thursday 23 September;
 - (f) at 9.25 am and 2.00 pm on Tuesday 19 October;
 - (g) at 11.30 am and 2.00 pm on Thursday 21 October;
 - (h) at 9.25am and 2.00pm on Tuesday 26 October;
2. the Committee shall hear oral evidence in accordance with the following Table:

Date	Time	Witness
Thursday 9 September	Until no later than 12.20 pm	Sir Ken Knight CBE QFSM, Independent Expert Advisory Panel; National Fire Chiefs' Council
Thursday 9 September	Until no later than 1.00 pm	Construction Industry Council; Royal Institute of British Architects
Thursday 9 September	Until no later than 2.45 pm	Construction Products Association; The British Standards Institution
Thursday 9 September	Until no later than 3.30 pm	The National Housing Federation; Local Authority Building Control; Local Government Association

Date	Time	Witness
Thursday 9 September	Until no later than 4.15 pm	UK Cladding Action Group; End Our Cladding Scandal
Thursday 9 September	Until no later than 5.00 pm	Landmark Chambers; Anthony Gold Solicitors LLP
Tuesday 14 September	Until no later than 10.15 am	The Health and Safety Executive; Office for Product Safety and Standards
Tuesday 14 September	Until no later than 10.45 am	Long Harbour; Home Builders' Federation
Tuesday 14 September	Until no later than 11.25 am	Councillor Jayne McCoy, Sutton Council; The Institute of Residential Property Management
Tuesday 14 September	Until no later than 2.45pm	Leasehold Knowledge Partnership; Association of Residential Managing Agents
Tuesday 14 September	Until no later than 3.30 pm	BRE Global Limited; Association of British Insurers; National House Building Council
Tuesday 14 September	Until no later than 4.00 pm	Fire Brigades Union
Tuesday 14 September	Until no later than 4.30 pm	UK Finance
Tuesday 14 September	Until no later than 5.00 pm	Alison Hills; Stephen Day

3. proceedings on consideration of the Bill in Committee shall be taken in the following order: Clause 2; Schedule 1; Clauses 3 to 21; Schedule 2; Clauses 22 to 26; Schedule 3; Clauses 27 to 42; Schedule 4; Clauses 43 to 54; Schedule 5; Clause 55; Schedule 6; Clauses 56 to 57; Clauses 59 to 120; Schedule 7; Clauses 121 to 123; Clause 58; Clauses 124 to 128; Schedule 8; Clauses 129 to 133; Schedule 9; Clauses 134 to 147; new Clauses; new Schedules; Clause 1; remaining proceedings on the Bill;
4. the proceedings shall (so far as not previously concluded) be brought to a conclusion at 5.00 pm on Tuesday 26 October.

Christopher Pincher

Agreed to

That, subject to the discretion of the Chair, any written evidence received by the Committee shall be reported to the House for publication.

Christopher Pincher

Agreed to

That, at this and any subsequent meeting at which oral evidence is to be heard, the Committee shall sit in private until the witnesses are admitted.

THIRD AND FOURTH SITTINGS

The following Witnesses gave oral evidence:

Martin Boyd, Chair, Leasehold Knowledge Partnership

Nigel Glen, CEO, Association of Residential Managing Agents

James Dalton, Director of General Insurance Policy, Association of British Insurers

Steve Wood, CEO, National House Building Council

Dr Sarah Colwell, Director, Fire Suppression Testing & Certification, BRE Global Limited

Matt Wrack, General Secretary, Fire Brigades Union (appearing in person)

Eric Leenders, Managing Director, Personal Finance, UK Finance

Alison Hills (St Albans leaseholder affected by the UK's growing cladding and building safety crisis)

Steve Day (campaigner on the Polluter Pays principle)

FIFTH AND SIXTH SITTINGS

Clause 2 agreed to.

Schedules 1 agreed to.

Mike Amesbury
Ruth Cadbury

Withdrawn after debate 11

Clause 3, page 2, line 14, at end insert—

- “(c) mitigating building safety risks due to climate change, including—
- (i) flood risk
 - (ii) coastal erosion, and
 - (iii) overheating of buildings.”

Mike Amesbury **Withdrawn after debate** 10
Ruth Cadbury

Clause 3, page 2, line 33, at end insert—

“(6) In this Part, “safety” means risk of harm arising from the location, construction or operation of buildings which may injure the health and wellbeing of the individual.”

Clause agreed to.

Christopher Pincher **Agreed to** 6

Clause 4, page 3, line 7, at end insert—

“(aa) owners of residential units in such buildings,”

Clause, as amended, agreed to.

Clauses 5 to 20 agreed to.

SEVENTH AND EIGHTH SITTINGS

Clause 21 agreed to.

Schedule 2 agreed to.

Clauses 22 to 26 agreed to.

Schedule 3 agreed to.

Christopher Pincher **Agreed to** 7

Clause 27, page 14, line 24, after “fee” insert “or charge”

Christopher Pincher **Agreed to** 8

Clause 27, page 14, line 25, leave out “to be or” and insert “or charge to be”

Clause, as amended, agreed to.

Clauses 28 and 29 agreed to.

Christopher Pincher

Agreed to 17

Clause 30, page 22, line 2, at end insert—

- “(4) The Welsh Ministers may by regulations define “building” for the purposes of this section.
- (5) The regulations may in particular provide that “building” includes—
- (a) any other structure or erection of any kind (whether temporary or permanent);
 - (b) any vehicle, vessel or other movable object of any kind, in such circumstances as may be specified.”

Clause, as amended, agreed to.

Clauses 31 to 35 agreed to.

NINTH AND TENTH SITTINGS

Clauses 36 to 40 agreed to.

Christopher Pincher

Agreed to 18

Clause 41, page 50, line 24, at end insert—

- “(7) Section 91B of this Act (cooperation and sharing of information between Welsh Ministers and other authorities) applies as if references to the Welsh Ministers included references to a person to whom the Welsh Ministers have delegated functions under this section.”

Clause, as amended, agreed to.

Clause 42 agreed to.

Schedule 4 agreed to.

Clauses 43 to 54 agreed to.

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- Christopher Pincher **Agreed to** 22
- Schedule 5, page 167, line 4, at end insert—
“(ba) after “Attorney General” insert “, the Counsel General to the Welsh Government””
-
- Christopher Pincher **Agreed to** 23
- Schedule 5, page 170, line 2, leave out from “cooperation” to end of line 3 and insert
“and the sharing of information: Wales”
-
- Christopher Pincher **Agreed to** 24
- Schedule 5, page 170, leave out line 4 and insert “Relevant persons (as defined by subsection (3))”
-
- Christopher Pincher **Agreed to** 25
- Schedule 5, page 170, line 6, leave out “, so far as relating to a higher-risk building”
-
- Christopher Pincher **Agreed to** 26
- Schedule 5, page 170, line 7, leave out “the” and insert “a”
-
- Christopher Pincher **Agreed to** 27
- Schedule 5, page 170, line 8, leave out “the” and insert “a Welsh”
-
- Christopher Pincher **Agreed to** 28
- Schedule 5, page 170, line 11, at end insert—
“(c) any function of a fire inspector under that Order.”
-
- Christopher Pincher **Agreed to** 29
- Schedule 5, page 170, line 14, at end insert—
“(2A)The Welsh Ministers and a relevant person must cooperate with each other in the exercise of any of the following functions—
(a) a function of the Welsh Ministers under Part 2A;
(b) a function mentioned in the relevant paragraph of subsection (1).
(2B) The Welsh Ministers may disclose information held in connection with a function under Part 2A to a relevant person for the purposes of—
(a) a function of the Welsh Ministers under Part 2A, or

- (b) a function mentioned in the relevant paragraph of subsection (1).

(2C) A relevant person may disclose information held in connection with a function mentioned in the relevant paragraph of subsection (1) to the Welsh Ministers for the purposes of—

- (a) a function mentioned in the relevant paragraph of subsection (1), or
- (b) a function of the Welsh Ministers under Part 2A.

(2D) In subsections (2A) to (2C) “the relevant paragraph” of subsection (1), in relation to a kind of relevant person, means the paragraph of subsection (1) relating to a relevant person of that kind.”

Christopher Pincher **Agreed to** 30

Schedule 5, page 170, line 15, leave out “paragraph—” and insert “section—
“fire inspector” means an inspector or assistant inspector appointed under section 28(1) of the Fire and Rescue Services Act 2004;”

Christopher Pincher **Agreed to** 31

Schedule 5, page 170, line 16, leave out “or a fire and rescue authority in Wales” and insert “, Welsh fire and rescue authority or fire inspector”

Christopher Pincher **Agreed to** 32

Schedule 5, page 170, line 30, leave out paragraph (b) and insert—

- “(b) in relation to a Welsh fire and rescue authority, any function of such an authority under—
 - (i) the Fire and Rescue Services Act 2004, or
 - (ii) the Regulatory Reform (Fire Safety) Order 2005, or any prescribed function of such an authority;
- (c) in relation to a fire inspector, any function of a fire inspector under the Regulatory Reform (Fire Safety) Order 2005;”

Christopher Pincher **Agreed to** 33

Schedule 5, page 170, line 36, at end insert—

““Welsh fire and rescue authority” means a fire and rescue authority, within the meaning of Part 1 of the Fire and Rescue Services Act 2004, for an area in Wales.”

<hr/> <p>Christopher Pincher</p> <p>Schedule 5, page 170, line 36, at end insert—</p> <p>“(4) Except as provided by subsection (5), the disclosure of information under this section does not breach—</p> <p style="padding-left: 40px;">(a) any obligation of confidence owed by the person making the disclosure, or</p> <p style="padding-left: 40px;">(b) any other restriction on the disclosure of information (however imposed).</p> <p>(5) This section does not authorise a disclosure of information if the disclosure would contravene the data protection legislation (but in determining whether a disclosure would do so, take into account the powers conferred by this section).</p> <p>“The data protection legislation” has the same meaning as in the Data Protection Act 2018 (see section 3 of that Act).”</p>	<p>Agreed to</p> <p>34</p>
<hr/> <p>Christopher Pincher</p> <p>Schedule 5, page 173, line 29, at end insert—</p> <p>“(b) after “Secretary of State” insert “or Welsh Ministers”;</p> <p>(c) for “him” substitute “the Secretary of State or Welsh Ministers.””</p>	<p>Agreed to</p> <p>35</p>
<hr/> <p>Christopher Pincher</p> <p>Schedule 5, page 174, line 22, leave out “120I” and insert “120I(2)”</p>	<p>Agreed to</p> <p>36</p>
<hr/> <p>Christopher Pincher</p> <p>Schedule 5, page 175, line 17, after “120D” insert “or 120I”</p>	<p>Agreed to</p> <p>37</p>
<hr/> <p>Christopher Pincher</p> <p>Schedule 5, page 176, line 25, at end insert—</p> <p>“81A In section 134 after subsection (1) insert—</p> <p style="padding-left: 40px;">“(1A) Except so far as relating to the provisions listed in subsection (1B), the reference in subsection (1) to the Secretary of State is to be read, in relation to Wales, as a reference to the Welsh Ministers.</p> <p style="padding-left: 40px;">(1B) The provisions mentioned in subsection (1A) are sections 38, 44, 45 and 133(2) and Schedule 7.”</p> <p><i>Schedule, as amended, agreed to.</i></p> <p><i>Clause 55 agreed to.</i></p>	<p>Agreed to</p> <p>38</p>

Schedule 6 agreed to.

Clause 56 agreed to.

Rachel Hopkins

Withdrawn after debate 9

Clause 57, page 78, line 12, at end insert—

“(4A)The regulations must exempt applications or specified descriptions of relevant applications made by or on behalf of registered social landlords for the provision of social housing as defined by the Housing and Regeneration Act 2008.”

Clause agreed to.

ELEVENTH AND TWELFTH SITTINGS

Clauses 59 to 61 agreed to.

Mike Amesbury
Ruth Cadbury
Daisy Cooper

Withdrawn after debate 12

Clause 62, page 81, line 37, at end insert—

“(aa) has characteristics relating to function, material used for construction or inaccessibility of emergency routes out of the building as must be defined by the Secretary of State in regulations which make it a high risk to its residents, or”

Clauses 62 to 68 agreed to.

Christopher Pincher

Agreed to 41

Clause 69, page 85, line 34, at end insert—

“This subsection is subject to subsection (2C) (special rule for commonhold land).”

<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 85, line 35, after “person” insert “(“the estate owner”) who holds a legal estate in possession in the common parts of a higher-risk building or any part of them (“the relevant common parts”)</p>	<p>Agreed to</p>	<p>42</p>
<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 85, line 35, leave out “a higher-risk” and insert “the”</p>	<p>Agreed to</p>	<p>43</p>
<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 85, line 37, leave out paragraph (a)</p>	<p>Agreed to</p>	<p>44</p>
<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 86, line 1, leave out “person” and insert “estate owner”</p>	<p>Agreed to</p>	<p>45</p>
<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 86, line 4, at end insert “, or</p> <p style="padding-left: 40px;">(c) all repairing obligations relating to the relevant common parts which would otherwise be obligations of the estate owner are functions of an RTM company.”</p>	<p>Agreed to</p>	<p>46</p>
<hr/> <p>Christopher Pincher</p> <p>Clause 69, page 86, line 4, at end insert—</p> <p style="padding-left: 20px;">“(2A)Subsection (2B) applies where—</p> <p style="padding-left: 40px;">(a) under a lease, a person (“the estate owner”) holds a legal estate in possession in the common parts of a higher-risk building or any part of them (“the relevant common parts”), and</p> <p style="padding-left: 40px;">(b) a landlord under the lease is under a relevant repairing obligation in relation to any of the relevant common parts.</p> <p style="padding-left: 20px;">(2B) For the purposes of this section and section 70—</p> <p style="padding-left: 40px;">(a) the legal estate in possession in so much of the relevant common parts as are within subsection (2A)(b) is treated as held by the landlord (instead of the estate owner), and</p> <p style="padding-left: 40px;">(b) if (and so far as) the landlord’s actual legal estate in those common parts is held under a lease, the legal estate in possession mentioned in paragraph (a) is treated as held under that lease (and, accordingly, subsection (2A) and this subsection may apply in relation to it).”</p>	<p>Agreed to</p>	<p>47</p>

Christopher Pincher **Agreed to** 48

Clause 69, page 86, line 4, at end insert—

“(2C)Where a higher-risk building is on commonhold land, the commonhold association is the accountable person for the building for the purposes of this Part.”

Christopher Pincher **Agreed to** 49

Clause 69, page 86, line 15, at end insert—

““commonhold association” and “commonhold land” have the same meaning as in Part 1 of the Commonhold and Leasehold Reform Act 2002 (see sections 34 and 1 respectively);”

Christopher Pincher **Agreed to** 50

Clause 69, page 86, line 21, at end insert—

““RTM company” has the same meaning as in Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 (right to manage).”

Christopher Pincher **Agreed to** 51

Clause 69, page 86, line 23, leave out “subsection (3) or”

Christopher Pincher **Agreed to**

To move, That Clause No. 69 be divided into two clauses, the first (Meaning of “accountable person”) consisting of subsections (1) to (2C) and (4) and (5) and the second (Part of building for which an accountable person is responsible) consisting of subsection (3).

Clause, as amended, 69A agreed to.

Clause, as amended, 69B agreed to.

Christopher Pincher **Agreed to** 52

Clause 70, page 86, line 29, at end insert “, or

- “(ii) is within section 69(1)(b) because of a relevant repairing obligation (within the meaning of that section) in relation to the relevant parts of the structure and exterior of the building.”

Christopher Pincher **Agreed to** 53

Clause 70, page 86, line 38, leave out from “person” to end of line 39 and insert “is within subsection (1)(b).”

Clause, as amended, agreed to.

Christopher Pincher **Agreed to** 54

Clause 71, page 87, line 9, leave out from “person” to “the principal” in line 11 and insert “within section 70(1)(b)”

Christopher Pincher **Agreed to** 55

Clause 71, page 87, line 15, leave out “building” and insert “common parts (or who claims to hold such an estate), or

- (c) a person who is under a relevant repairing obligation in relation to any part of the common parts (or who claims to be under such an obligation).
- (4) In subsection (3) “relevant repairing obligation” and “common parts” have the same meaning as in section 69.”

Clause, as amended, agreed to.

Clauses 72 to 90 agreed to.

Mike Amesbury **Withdrawn after debate** 13
Ruth Cadbury
Daisy Cooper

Clause 91, page 99, line 20, after "management" insert—
"and ownership structure"

Clauses 91 to 96 agreed to.

Christopher Pincher **Agreed to** 56

Clause 97, page 104, line 40, after "premises" insert "who is aged 16 or over"

Clause, as amended, agreed to.

Clauses 98 to 117 agreed to.

Mike Amesbury **Withdrawn after debate** 40
Ruth Cadbury
Daisy Cooper

Clause 118, page 118, line 39, at end insert—

"(5) In the event that one or more accountable person or responsible person considers that another accountable person or responsible person is in breach of any requirement or duty imposed by this section then that dispute shall be determined in accordance with such arrangements as the Secretary of State may direct by order.

(6) For the purposes of subsection (5), a "breach" includes—

- (a) any failure to act on the duties imposed by this section; and
- (b) any dispute about the extent of steps taken, or said to be required, pursuant to the duties imposed by this section."

Clause agreed to.

Clause 119 agreed to.

Adjourned until Thursday at 11.30 am

Glossary

Added: New Clause agreed without a vote and added to the Bill.

Agreed to: agreed without a vote.

Agreed to on division: agreed following a vote.

Negated: rejected without a vote.

Negated on division: rejected following a vote.

Not called: debated in a group of amendments, but not put to a decision.

Not moved: not debated or put to a decision.

Question proposed: debate underway but not concluded.

Withdrawn after debate: moved and debated but then withdrawn, so not put to a decision.

Not selected: not chosen for debate by the Chair.
