**Activity 1 answers**

### Scenario 1

**1. How does the title deed impact BuildRight4U Ltd’s obligations during the renovation?**

Alice’s right to quiet enjoyment is protected by her leasehold agreement, which generally ensures that she can use and enjoy her property without unreasonable interference. This right impacts BuildRight4U Ltd because even though the deed doesn’t specifically mention construction activities, the company must still ensure that its work does not cause unreasonable disruption. Noise, dust, vibrations or restricted access could infringe on this right if they are excessive or persistent.

**2. What steps should the construction company take to ensure they do not infringe on Alice's right to quiet enjoyment?**

Examples include:

* **Mitigation measures:** BuildRight4U Ltd should implement noise and dust control measures, restrict construction to reasonable hours (e.g. no early mornings or late evenings) and maintain access to Alice’s flat.
* **Communication:** BuildRight4U Ltd should provide Alice with clear timelines and updates about the project, so she is aware of any potential disturbances.
* **Negotiation with the freeholder:** As the freeholder typically commissions renovations, BuildRight4U Ltd should co-ordinate with them to balance Alice’s right to quiet enjoyment with the renovation work.

**3. If the title deed had included specific conditions regarding construction work, how might that have influenced BuildRight4U Ltd’s project plan?**

If the deed specified restrictions (e.g. limiting construction to specific hours or days), BuildRight4U Ltd would need to adjust its project schedule to comply with those conditions. Additionally, if the title deed required advance notice or compensation for disruptions, the company would need to account for these obligations in its project planning and budgeting.

### Scenario 2

**1. If the leak is related to construction work done by BuildRight4U Ltd, what responsibilities do they have to Emma and Tom based on the title deeds?**

Emma’s title deed indicates she is responsible for interior issues, while Tom’s deed specifies he must maintain the structure of the building. However, because the leak resulted from BuildRight4U Ltd’s work, they are directly responsible for the damage caused, regardless of the maintenance clauses in the title deeds. BuildRight4U Ltd is obligated to repair both the structural damage (Tom’s responsibility) and any interior damage (Emma’s responsibility) since their work caused the issue.

**2. What measures can BuildRight4U Ltd take to ensure compliance with the terms of both title deeds during renovations?**

**Due diligence:** BuildRight4U Ltd should thoroughly review both title deeds to understand the responsibilities of the leaseholder and the freeholder before commencing construction.

**Insurance:** BuildRight4U Ltd should carry appropriate liability insurance to cover damages caused by construction errors or oversights.

**Clear communication:** BuildRight4U Ltd should communicate with both Emma and Tom regarding the extent of the damage and the timeline for repairs, ensuring both parties’ expectations are managed.

**Repair accountability:** BuildRight4U Ltd should directly oversee and expedite repairs to both the structure (for Tom) and the interior (for Emma), ensuring their work complies with legal and contractual obligations.

### Scenario 3

**1. What should BuildRight4U Ltd consider regarding the timing of construction relative to John’s lease renewal rights?**

BuildRight4U Ltd needs to consider that any disruptions to John’s business during lease renewal negotiations could impact John’s ability or willingness to renew the lease. If construction creates substantial disruption, John might seek concessions from the freeholder, such as a rent reduction or a delayed renewal, which could indirectly affect the construction timeline. BuildRight4U Ltd should coordinate with the freeholder to ensure that construction does not interfere with the negotiation window.

**2. How can the construction company communicate with both John and the freeholder to ensure that the renovation work aligns with the lease terms?**

BuildRight4U Ltd should proactively reach out to both John and the freeholder to outline the construction timeline and discuss how it may affect John’s business. This includes offering a plan to minimise disruption during the lease renewal window, such as scheduling the most intrusive work outside of business hours or during John’s quieter business periods.

**3. If John experiences disruptions due to construction, what potential liabilities could BuildRight4U Ltd face?**

If John experiences financial losses or operational difficulties due to the construction, he could potentially seek compensation from either the freeholder or BuildRight4U Ltd through claims of breach of quiet enjoyment or interruption of his business. BuildRight4U Ltd could be held liable if the disruptions are considered unreasonable or if they violate lease terms. To mitigate liability, BuildRight4U Ltd should negotiate construction schedules and minimise interference with John’s business operations.