FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**BIR/00CU/HIN/2020/0004**
Property	**:**	**Flat 2nd Floor, 26 Lichfield Street, Walsall, WS1 1TJ**
Applicant	**:**	**Peter Pyne (Walsall) Limited**
Respondent	**:**	**Walsall Metropolitan Borough Council**
Interested Party	**:**	**Mr Philip Westley**
Type of Application	**:**	**An appeal against an Improvement Notice and a Demand for recovery of expenses under Schedules 1 and 3 to the Housing Act 2004**
Tribunal Members	**:**	**Judge M K Gandham** **Mr P J Wilson BSc (Hons) LLB MCIEH MRICS**
Date and venue of Hearing	**:**	**Paper Determination**
Date of Decision	**:**	**3 July 2020**

DECISION

Decision

1. The Tribunal determines that the Deficiencies detailed in Schedule 1 of the Improvement Notice dated 14th January 2020 and the Remedial Action to be carried out as detailed in Schedule 2 of the said notice are varied as detailed in the Appendix.

2. The Tribunal determines that the Demand for Payment dated 14th January 2020 is confirmed.

Reasons for Decision

Introduction

3. On 31st January 2020, the First-tier Tribunal (Property Chamber) received an application from Mr James Pyne, a director of Peter Pyne (Walsall) Limited ('the Applicant'), for an appeal under paragraph 10 of Schedule 1 and an appeal under paragraph 11(1) of Schedule 3 to the Housing Act 2004 ('the Act'). The appeals related to an Improvement Notice ('the Notice') and associated Demand for Payment ('the Demand'), both dated 14th January 2020 and served upon the Applicant by Walsall MBC ('the Respondent') relating to the property known as Flat 2nd Floor, 26 Lichfield Street, Walsall, West Midlands, Ws1 1TJ ('the Property'). The Property forms part of the building known as 26 Lichfield Street, Walsall ('the Building') of which the Applicant is the freeholder.

4. On 26th September 2019, Ms Laura Rosten, a Housing Standards Officer employed by the Respondent, carried out an inspection of the residential parts of the Building, including the Property, following a referral by West Midlands Fire Service ('WMFS'). A copy of the defects/deficiencies were forwarded to the Applicant on 27th September 2019.

5. As the works to remedy the defects/deficiencies had not been completed by 10th January 2020, the Notice was served upon the Applicant detailing, in the Schedule to the Notice, various defects. These defects were categorised as category 2 hazards in respect of Fire. The Respondent served, with the Notice, a Statement of Reasons as to why the decision to take enforcement action had been taken and the Demand.

6. In accordance with the Tribunal's Directions, issued on 11th March 2020, both the Applicant and Respondent provided a Statement of Case and associated documents. On 13th May 2020, the Tribunal issued a further Directions Order confirming that an inspection of the Property would no longer take place, in light of the Pilot Practice Directions - Contingency Arrangement and Panel Composition issued by the Senior President of Tribunals on 19th March 2020. The Applicant emailed various photographs to the Tribunal on 27th May 2020.

7. Neither party requested an oral hearing.

The Law

8. The Act introduced a new system for the assessment of housing conditions and for the enforcement of housing standards. The Housing Health and Safety Rating System (the 'HHSRS') replaces the system imposed by the Housing Act 1985, which was based upon the concept of unfitness.

9. The HHSRS places the emphasis on the risk to health and safety by identifying specified housing related hazards and the assessment of their seriousness by reference to (1) the likelihood over the period of 12 months of an occurrence that could result in harm to the occupier and (2) the range of harms that could result from such an occurrence.

10. Where the application of the HHSRS identifies a category 1 hazard, the local housing authority has a duty under section 5 (1) of the Act to take appropriate enforcement action. Where the application of the HHSRS identifies a category 2 hazard, the local housing authority has a power under section 7(1) of the Act to take enforcement action. The serving of an improvement notice is one of the types of enforcement action which may be taken.

11. Section 9 of the Act requires the local authority to have regard to any guidance for the time being given by the appropriate national authority about the exercise of their functions in connection with the HHSRS. In February 2006 the Secretary of State issued the 'Housing Health and Safety Rating System – Operating Guidance' which deals with the assessment and scoring of HHSRS hazards. At the same time the Secretary of State also issued the 'Housing Health and Safety Rating System – Enforcement Guidance' ('Enforcement Guidance'), which is intended to assist local housing authorities in deciding which is the most appropriate course of action under section 5 of the Act and how they should exercise their discretionary powers under section 7 of the Act.

12. Section 49 of the Act confirms that a local housing authority may recover expenses relating to certain enforcement action. Section 49 (1)(a) states:

> *"(1) A local housing authority may make such reasonable charge as they consider appropriate as a means of recovering certain administrative and other expenses incurred by them in –*
> *(a)serving an improvement notice under section 11 or 12;"*

13. The person upon whom an improvement notice is served may appeal to the First-tier Tribunal (Property Chamber) under paragraph 10 of Schedule 1 to the Act and the person upon whom a demand for expenses is served may appeal to the First-tier Tribunal (Property Chamber) under paragraph 11 of Schedule 3 to the Act.

14. In respect of both appeals, the Tribunal may confirm, quash or vary the notice and/or demand.

Property

15. No physical inspection was carried out by the Tribunal but information from the statements of case provided by both parties, along with online street view information, shows that the Property is a residential flat located on the second floor of the Building, which is a three storey terraced building built probably in the nineteenth century. The ground floor of the Building contains a retail unit currently used as a hairdressing salon. The first and second floors have been converted to self-contained flats (one on each floor). A separate entrance to the Building, opening directly from Lichfield Street, leads to the common parts of the residential element of the Building, which comprise a ground floor corridor, two staircases and a first floor landing ('the Common Parts').

16. At the time the Notice was served, the Property was occupied by Mr Philip Westley but the first floor flat was unoccupied.

Submissions

The Applicant's submissions

17. Mr Pyne, on behalf of the Applicant as a director of the company, made a number of submissions in support of the appeal against the service of the Notice. He stated that the Applicant purchased the Building in 2006 and that shortly thereafter, in 2006/7, he was visited by a West Midlands Fire Safety officer to discuss and review the fire safety procedures. He stated that the officer explained the reasons for the various fire safety doors and that he was told that the windows in the flats were '*fire escape*' windows, as they were fully opening for escape in the event of a fire (assisted by the fire brigade). He also stated the fire safety provisions allowed for '*a stay put*' policy. Mr Pyne stated that, at the time, the Building was considered safe and compliant subject to few items, such as ensuring that tenants could not smoke in the flats. In addition, Mr Pyne stated that the Building was visited by a representative/employee by the Respondent, in 2015, when the residential parts were deemed to be safe for Walsall Housing tenants.

18. On 16th September 2019, Mr Pyne reported that a fire safety officer from WMFS contacted him following an inspection of the Building. He stated that he was informed that the alarm system needed to be updated/replaced urgently and that, unless work was carried out that day, a prohibition notice might be served. Mr Pyne stated that the work was carried out and that he was informed by WMFS that no further action was required by them, but that the Respondent might contact him.

19. Mr Pyne stated that he was contacted by Ms Rosten and an inspection of the residential parts of the Building was carried out on 26th September 2019. He stated that he felt that Ms Rosten's approach was very negative and that she did not actively engage with the Applicant. In addition, he stated that she did not refer or share fire safety guidance or the Walsall

Housing Standards and Improvement Enforcement Policy ('the Respondent's Enforcement Policy') with the Applicant at any stage prior to the issuing of the Notice.

20. Mr Pyne considered that Ms Rosten did not act in accordance with the Respondent's Enforcement Policy, as she did not consider alternative courses of action which might have been acceptable to the Respondent, that she did not provide support to the Applicant, that she did not engage in a simple and straightforward manner, that she did not give clear information and guidance and that her approach was not transparent. He also stated that she did not share a copy of her risk assessment with the Applicant.

21. Mr Pyne stated that, after he had received the schedule of works, he contacted Ms Rosten to request whether the Applicant was legally obliged to carry out the works specified to satisfy current fire safety regulations. He stated that Ms Rosten's response, simply referred to her using the HHSRS, which was neither a simple reply nor clear and did not answer the question that was posed. Mr Pyne stated that at no point during his correspondence with Ms Rosten had she offered any further information in relation his query nor had she forwarded the information that she had received from WMFS on 10th October 2019.

22. Mr Pyne also stated that Mrs Pyne's written response did not make it clear that failure to carry out the works would lead to the issuing of an enforcement notice and fee and neither did her subsequent correspondence, from 16th December 2019. He stated that the Applicant was also unaware that the preparation of formal action had commenced on 18th November 2019.

23. In relation to the final inspection of 10th January 2020, Mr Pyne disputed that the majority of the works had not been completed. He confirmed that a mains linked fire alarm system, with smoke and heat sensors, had been fitted as requested. He also stated that smoke seals had been installed on the fire doors to the flats. He stated that it was only during the second inspection that he was informed that these were inadequate and that he had confirmed that he would rectify the same.

24. In relation to the doors, Mr Pyne confirmed that he had completed the installation of smash glass boxes with keys to the relevant doors, as his research had indicated that this was a suitable alternative. Mr Pyne stated that he had asked Ms Rosten to seek further guidance from a line manager as to whether this was acceptable as, if it was not, he would have replaced the locks on the doors to thumb turn locks. In addition, he commented that the LACORS guidance stated that thumb turn locks were a recommendation, not a requirement.

25. Mr Pyne stated that, from his research and risk assessment, he could not find any reference in the current guidance that the main electrical intake had to be enclosed in a fire rated box or cupboard. He referred to the fact

that the LACORS guidance only referred to it being "*best practice*" to enclose electric meters in fire resisting construction, not that it was a legal requirement, so he had also asked Ms Rosten to seek further guidance on this also.

26. Mr Pyne referred to current guidance from the National Fire Chief which, he stated, referred to a 'stay put' policy should a fire be in the building but not inside your home. As such, he stated that the main entrance, where the electrical box was situated, would not be the "*ideal escape route*" and the best policy in the event of the fire would have been via the escape window or staying put in the flat, as per the statement policy.

27. Mr Pyne confirmed that the works to the self-closing devices to the fire doors on the ground floor had been completed and disputed that the ground floor fire door was wedged open on the second visit. He referred to the fact that there was no photographic evidence to indicate otherwise. He also stated that the aerial port to the living room in the first floor flat had been fixed.

28. Mr Pyne stated that at no point was it made clear to him that, after the second visit, an enforcement notice would be issued. He stated that he was of the strong belief that further information was going to be forwarded to him regarding the electrical intake box and thumb turn locks so that a satisfactory outcome for all parties could have been reached.

29. Mr Pyne provided, with his statement, copies of various emails between himself and Ms Rosten. In addition, he emailed to the Tribunal eleven photographs, which included photographs of the front entrance door, the electrical intake box, the internal fire doors and the windows.

The Respondent's submissions

30. The Respondent provided a bundle of documents in support of their case, which included statements relating to the events leading up to the issuing of the Notice, a witness statement from Ms Rosten, exerts from the relevant fire safety guidance and legislation and a copy of the Respondent's Enforcement Policy. The bundle also contained a witness statement from Ms Diane Thacker (a Fire Safety Inspecting Officer employed by WMFS), confirming the details of the inspection by the WMFS on 16th September 2019, their referral of the matter to the Respondent and a copy of their incident log.

31. The Respondent confirmed that it received a referral from the WMFS regarding a number of fire safety concerns at the Building on 17th September 2019. An email from Ms Thacker to the Respondent confirmed that Mr Pyne had been informed that the Respondent would be contacting him to confirm any requirements going forward from their inspection.

32. The Respondent stated that Ms Rosten contacted the Appellant on 17th September 2019 and arranged to carry out inspection on 26th September

2019. The following day, Ms Rosten forwarded, by email, a schedule works to be completed by the Applicant by 11th October 2018. The email confirmed that formal action could be taken, in the form of a legal notice, if the works were not completed within the given timescale, for which a minimum charge of £275 would be levied to cover the Respondent's costs for taking such action.

33. On 30th September 2019, Ms Rosten received an email from Mr Pyne confirming that he would not be able to complete the works within the timescale. He requested clarification regarding some of the works and also queried whether all of the works detailed were current legal requirements in relation to either privately tenanted properties or in relation to current fire regulations.

34. On 2nd October 2019, Ms Rosten replied to Mr Pyne and confirmed that she enforced the Housing Act 2004 by carrying out a risk assessment of the hazards at the Property using the HHSRS and that the works she had detailed in the schedule that required completing were based on the outcome of her risk assessment. She replied to Mr Pyne's other queries and also asked how long he would require to complete the works.

35. On 3rd October 2019, Ms Rosten stated that she received a telephone call from Mr Pyne, in which she reported that he stated that he had carried out his own risk assessment and research and did not believe that the consumer unit was required to be contained within a fire rated box. She reported that he also stated that he could not find thumb turn locks which could be locked from the outside with a key. Ms Rosten stated that she informed Mr Pyne that, as a standard, most thumb turn locks can be locked from the outside with a key and that she advised him that all of the works needed to be completed as, if they were not, it was likely that an enforcement notice would be issued. Ms Rosten stated that Mr Pyne advised her that he would be able to complete the works by 15th November 2019.

36. On 4th October 2019, Ms Rosten wrote to Ms Thacker requesting clarification regarding the safety measures relating to the electrical intake to the Building. Ms Thacker replied on 10th October 2019, providing extracts from the Government's Fire Safety Risk Assessment, Sleeping Accommodation, which included an exert (1.11) stating that unenclosed meters should not be located on any corridor that could be used as an escape route.

37. On 15th November 2019, Ms Rosten sent an email to Mr Pyne requesting confirmation as to whether the works had been completed but received no reply. She chased for a response on 12th December 2019 and queried whether she could inspect the Building on 19th December 2019 to check the completion of the works. On 13th December 2019, she received an email from Mr Pyne stating that he would be unavailable on that date but that he was available on 23rd December 2019, a date on which Ms Rosten was unavailable. Ms Rosten then asked whether the inspection could take

place on 3rd January 2020 instead but failed to receive a response from Mr Pyne. As such, she wrote to the tenants of both flats on 20th December 2019 notifying them of a formal inspection on 3rd January 2020. She attended the premises on that date but was unable to carry out inspection as she was unable to obtain access.

38. On 3rd January 2019, Ms Rosten emailed Mr Pyne stating that unless she was given access by 10th January 2020 to inspect whether the works had been completed, she would be issuing an enforcement notice. Mr Pyne replied and agreed for the inspection to be carried out on that date.

39. In her witness statement, Ms Rosten stated that during the formal inspection it was noted that, although the automatic fire detection system had been installed, many of the other works had not been completed.

40. The lock to the exit door to Flat 2 had not been not been replaced with a thumb turn lock but instead the Appellant had installed a small break glass key box to the door, which still required the door to be opened using the key. The Respondent submitted that this was an additional obstacle for a tenant when exiting the Property in the event of a fire.

41. She stated that Mr Pyne had not replaced the smoke seal to the exit door to the flat but had instead added an additional seal, which, she stated, was poorly fitted and not in the centre of the door frame. She also reported that the self-closing device to the ground floor corridor was still defective and the door was being wedged open.

42. In addition, she stated that Mr Pyne had failed to enclose the electrical intake in a fire rated box or cupboard. Ms Rosten reported that when she queried why Mr Pyne had not completed this work, he responded that the premises had been inspected by the fire officers and that he had been told by them that there were no problems. She also reported that he had stated that he had searched the internet and did not think that he needed to carry out the works. Ms Rosten stated that she did not believe that she was going to convince Mr Pyne to undertake the works so ended the inspection and left the Building.

43. Ms Rosten exhibited, to her witness statement, copies of email correspondence with Mr Pyne and with Ms Thacker. In addition, she provided a copy of the contemporaneous notes and photographs taken at the first inspection, together with photographs taken on the inspection of 10th January 2020.

44. The Respondent stated that it had followed the Respondent's Enforcement Policy and best practice by seeking to resolve matters informally; however, it became apparent that the Applicant, instead of cooperating with Respondent or seeking out alternative professional advice, chose to believe what he had read on the internet and the advice Mr Pyne stated that he had received in a previous undisclosed fire risk assessment.

45. The Respondent stated that, as the hazard amounted to a category 2 hazard and as the informal action had not achieved the desired effect, due to the non-compliance of the Applicant, they considered the fire safety standards in the residential parts of the Building and the health and safety of the occupants. Taking all of these in to account, the Respondent decided that an improvement notice should be served to secure the necessary remedial works.

46. The Respondent stated that the remedial measures detailed in Notice were consistent with those that had been identified by WMFS and that the Demand for Payment was based on the Respondent's Enforcement Policy. The Respondent did not consider that the Applicant had provided a safe exit from the Property in the event of fire and the Respondent considered that it was practicable for the Applicant to have carried out the works specified in the Notice.

The Tribunal's Deliberations

47. The Tribunal considered all of the evidence submitted by the parties written and summarised above.

48. Although Mr Pyne has referred to an inspection having been carried out by WMFS shortly after the Applicant purchased the Building, he has not provided a copy of any report completed at that time and the Tribunal is satisfied that the inspection carried out by WMFS on 16th September 2019 and the subsequent inspections by the Respondent, identified a number of deficiencies relevant to the hazard of fire safety. The Tribunal also considers that it is reasonable for the for the fire hazard to have been classed as category 2 hazard following the HHSRS risk assessment procedure.

49. The Tribunal notes that Mr Pyne submits that Ms Rosten did not act in accordance with the Respondent's Enforcement Policy. The Government's Enforcement Guidance, at paragraph 2.17, states:

> "*that anyone likely to be subject to formal enforcement action should receive clear explanations of what they need to do to comply and have an opportunity to resolve difficulties before formal action is taken*".

This is reiterated in the Respondent's Enforcement Policy, which states that the Respondent will advise landlords of the legislation and where to find relevant legislation and help them understand how to comply with it, advise what action needs to be taken within agreed timescales and, if a timescale is unable to be agreed, formal action will be initiated.

The Respondent's Enforcement Policy also confirms, in paragraph 4.2, that:

> "*Properly authorised officers will serve enforcement notices/orders for serious issues, where there is lack of cooperation from the landlord*

(agent) or repeated contravention…They will be served when issues present a significant danger to the health and safety and informal action is unlikely to resolve the issue."

50. The Tribunal notes that Ms Rosten's email of 27th September 2019 clearly identified the works required to be completed, gave a timescale for this work to be completed and confirmed that if the works were not completed within the timescale the Respondent might take formal action in the form of a legal notice for which a charge of £275 per property would be levied.

51. In reply to this email, Mr Pyne raised a number of queries; his first question asked whether all of the works were current legal requirements or were required to satisfy fire regulations, secondly he queried the number of smoke detectors required on the ground floor and thirdly he raised a query regarding the use of heat detectors. He also stated that the timescale set by Ms Rosten was unachievable and requested a reasonable extension. The Tribunal notes Ms Rosten did forward a reply to all of these questions, her answer to the first question being that she enforced the provisions of the Act and did this by assessing hazards using the HHSRS and that the works she specified were based on the outcome of her assessment.

52. Both parties then agree that a telephone conversation took place between Ms Rosten and Mr Pyne on 3rd October 2019, in which Mr Pyne queried whether thumb turn locks were required and whether the electric meter needed to be enclosed in a fire rated box. There is, however, some discrepancy in the accounts as to what else took place during that conversation. Mr Pyne denies that Ms Rosten stated that if all the works were not completed it was likely she would issue an enforcement notice and Ms Rosten's witness statement does not indicate that she was going to revert to Mr Pyne after seeking further guidance on the points he had raised. Subsequent to this call, however, it is clear that Ms Rosten did seek further guidance from WMFS regarding confirmation as to whether the electrical intake needed to be boxed, that she received an email from Ms Thacker providing that further guidance and that she did not forward this information on to Mr Pyne. What is not clear is whether Ms Rosten had sought this further information at the request of Mr Pyne or to satisfy herself that the position she had taken in respect of the same was correct.

53. Ms Rosten then wrote to Mr Pyne on 15th November 2019, again reiterating the works that were required (which had not changed from those detailed on her email of 27th September 2019) and, as she received no reply to the same, she chased Mr Pyne again on 12th December. It was apparent from both of those emails that she expected all of the works to have been completed. Mr Pyne replied on 13th December 2019 and confirmed that the fire alarm works had been completed, that the Flat 2 fire door seal was due to be repaired and that the flat exit procedures had been "*reviewed and amended*". Had Mr Pyne, as he has submitted, been awaiting further guidance on the points he had raised, the Tribunal is very surprised to note that he did not raise this with Ms Rosten, especially when

it was very clear from both of Ms Rosten's emails that she had required all of the works to have been completed.

54. In addition to this, the Tribunal notes that when Ms Rosten was unable to obtain access to the Building on 3rd January 2020, she emailed Mr Pyne and again confirmed that if the works were not completed by 10th January 2020, she would assume that no works had been completed and issue a formal notice, for which there would be a charge.

55. The Tribunal is satisfied that, based on the evidence before it, the Applicant was given adequate warning that enforcement action could be taken, for which a charge was likely to be levied. It is also satisfied that the Applicant had received a clear explanation of what works were required and that the Applicant had ample opportunity, three months following the schedule of works having been sent to it, for the situation to be resolved prior to the formal action being taken. Having considered the potential danger to the health and safety of the tenants and the Respondent having considered that informal action was unlikely to resolve the issue, the Tribunal is satisfied that it was reasonable for the Respondent to have issued the Notice and the Demand.

56. In relation to Mr Pyne's submission that the majority works had been completed, the Tribunal notes that the Applicant had installed the fire alarm system and re-fixed the cover for the aerial port – these were not detailed as works to be completed in the Notice. The Applicant had also carried out work to the smoke seals on the fire exit doors, although it is clear that the work had not been completed correctly. There was a dispute as to whether the self-closing device to the ground floor fire door had been repaired and whether the door was wedged open at the time of the second inspection; however, the parties agree that thumb turn locks had not been installed and the electrical intake had not been enclosed in a fire rated box/cupboard. Considering the potential dangers caused by these two hazards and the faulty workmanship to the cold smoke seals, together with the Applicant's failure to complete the works within three months, despite having been chased by the Respondent, the Tribunal is satisfied that the service of an improvement notice under section 12 was an appropriate form of action for the Respondent to have taken following the second inspection.

57. In relation to the Notice, the Tribunal notes that it includes the fire hazards identified at both the Property (points 1 and 2) and in the Common Parts (points 3 and 4). As the Notice only relates to the Property (it clearly defines *"the premises"* as the second floor flat), the Tribunal considers that the Notice should only have included those hazards that were identified at the Property.

58. That being said, the Tribunal does agree with the Respondent that points 3 and 4 in Schedule 1 of the Notice are significant deficiencies relevant to the hazard of fire and considers the works suggested to remedy the deficiencies in respect of those hazards were reasonable. In relation to the

main electrical intake, although the LACORS guidance states that electric meters "*should ideally not be sited in escape routes*", the guidance confirms that, "*It is considered best practice to enclose such equipment in fire resisting construction*". Similar recommendations are referred to in the Homestamp Guide and in the Government's Fire Safety Risk Assessment, Sleeping Accommodation. The Tribunal does not agree with the Applicant's submission – that the ground floor corridor was not the only means of exit from the Property. The '*stay put'* policy referred to by the Applicant is relevant to purpose-built flats, not converted buildings. In addition, the Tribunal does not consider the windows, as shown in the photographs forwarded by the Applicant, to be escape windows providing a satisfactory alternative means of escape. The Tribunal, therefore, concurs with both the Respondent and the fire safety officer who carried out the inspection on 16th September 2019, that the only escape route from the Property was through the ground floor corridor. The Tribunal also considers it essential that self-closing fire devices are working correctly and that such doors are not wedged open.

59. These two hazards, and the proposed remedial works, however, should have been, and still could be, detailed on a separate improvement notice served under part 4 of Schedule 1 to the Act relating to the Common Parts. As such, the Tribunal varies both Schedules 1 and 2 of the Notice to remove points 3 and 4 from each.

60. In relation to the hazards relating to the Property, the Tribunal considers that it is essential that cold smoke seals are correctly installed and notes that the Applicant has provided no photographic evidence that the problem has been rectified. The Tribunal considers that the remedial action to be taken in respect of these works in Schedule 2 of the Notice should be varied to ensure that the cold smoke seal to the door is replaced by a specialist contractor competent to confirm that the repaired door will still meet the requirements necessary to provide a full 30 minutes' resistance to fire and smoke. Alternatively, the door and frame should be replaced complete with a new doorset manufactured and installed in compliance with current British Standards.

61. In relation to the thumb turn locks, the Tribunal notes the Applicant's submission – that the LACoRS guidance states that thumb turn locks are a recommendation not a requirement – but refers to the decision in *Vaddaram v East Lindsey District Council* [2012] UKUT 194 (LC), in which the Upper Tribunal stated that the LACORS guidance was *"clearly important and ought to be given great weight*".

62. The LACORS guidance states that it is "*strongly recommended that the exit door from each unit of accommodation (bedsit or flat) is also openable from the inside without the use of a removable key*". This idea is reinforced in the Homestamp Guide to Fire and Security, which states that locks on individual flats in relation to typical three story Victorian houses divided in to self-contained flats, "*must be capable of being opened from the inside without the use of keys*". Although the Building was likely

to have been built around the 1930s, the Tribunal concurs with the Respondent that the Applicant's installation of a smash glass box and key would simply mean introduce a separate hurdle in the event of a fire at the Building. The Tribunal is satisfied that the requirement for the exit doors to the flat to have a thumb turn lock, as the detailed in Schedule 2 of the Notice, was reasonable.

63. The Tribunal's variations of the relevant parts of Schedules 1 and 2 of the Notice are detailed in the Appendix.

64. Regarding the issuing of the Demand, as previously stated the Tribunal considers that it was reasonable for the Respondent to have issued the Notice. The Tribunal also considers that the charge levied in the Demand was reasonable, so confirms the Demand.

Appeal

65. If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M. K. GANDHAM
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Judge M. K. Gandham

APPENDIX

Schedule 1

DEFICIENCY GIVING RISE TO HAZARD	1. The cold smoke seal to the exit door to the flat has been painted over. 2. All exit doors must be capable of being opened from the inside without the use of a key.

Schedule 2

Item 1 – Fire

1. The cold smoke seals to the exit door to the flat should be replaced by a specialist contractor competent to confirm that the repaired door will still meet the requirements necessary to provide a full 30 minutes' resistance to fire and smoke. Alternatively, the door and frame should be replaced complete with a new doorset manufactured and installed in compliance with current British Standards and any relevant legislative standards.

2. Provide and fit a thumb turn lock to the exit door to the flat so as to ensure that the tenant can exit the flat without the use of the key.