



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

Case References : **BIR/00CR/HNA/2021/0003 & 7**

Property : **40 Abbey Street, Lower Gornal
Dudley, West Midlands, DY3 2ND.**

Applicants : **Atam Ram Ojelay (0003)
Angelo Services Limited (0007)**

**Applicants
Representative** : **None**

Respondent : **Dudley Metropolitan Borough
Council**

**Respondent's
Representative** : **Mr Tim Holder, Solicitor. Dudley MBC.**

Applications : **Applications under paragraph 10
Schedule 13A Housing Act 2004
relating to a financial Penalty**

Tribunal : **Tribunal Judge Peter Ellis
Tribunal Member Mr. A. McMurdo**

Date of Hearing : **9 September 2021**

Date of Decision : **19 October 2021**

DECISION

A) BIR/00CR/HNA/2021/0003

- 1. *The Tribunal is satisfied beyond reasonable doubt that the Applicant has committed an offence under s30 Housing Act 2004 (the Act) by failing to comply with an Improvement Notice and***
- 2. *The Respondent has complied with s249A and Schedule 13A of the Act in connection with the procedure for imposing financial penalties.***
- 3. *Having heard the Respondent's reasons for imposing a Civil Penalty and considering the Applicant's reasons for failing to comply with an Improvement Notice the Tribunal is satisfied a financial Penalty should be imposed but it allows the appeal in part by substituting a Penalty of £10,000.00.***

B) BIR/00CR/HNA/2021/0007

- 4. *The Tribunal upholds the application by Angelo Services. The Civil Penalty (reference 201904827a) imposed on it by the Respondent under s249A Housing Act 2004 on 27 January 2021 is set aside.***

Introduction

1. This is an appeal, by way of rehearing, against a Civil Penalty imposed upon two Applicants, Atam Ram Ojelay and Angelo Services Limited by Dudley Metropolitan Borough Council under paragraph 10 Schedule 13A Housing Act 2004 for failing to comply with Improvement Notices served upon them in relation to 40 Abbey Street, Lower Gornal, Dudley, DY3 2ND, (the Property).

BIR/00CR/HNA/2021/0007

2. There are two separate applications both for the same offence with the same Penalty. The two matters were listed for hearing at the same time although

the matters were not consolidated. At the hearing, Atam Ram Ojelay, the Applicant in the first case (BIR/ooCR/HNA/2021/0003), explained that Angelo Services Limited is a company under the control of his two sons. It does not control the property although rent was paid to it. Mr Ojelay confirmed he is the owner of the property. He is responsible for the management and control of it.

3. Mr Holder a solicitor employed by the Respondent, stated that the fine imposed on Angelo Services was issued because the Respondent was unsure of the identity of the person having control of the Property. Having heard the evidence, the Respondent agreed the proper party is Mr Ojelay and not Angelo Services Limited. Accordingly, the matter continued only on the application of Mr Ojelay.
4. The Tribunal upholds the application by Angelo Services. The Civil Penalty (reference 201904827a) imposed on it by the Respondent under s249A Housing Act 2004 on 27 January 2021 is set aside.

BIR/ooCR/HNA/2021/0003

Background

5. On 10 February 2021 the Respondent, Dudley Metropolitan Borough Council, served by post Mr Ojelay with a Final Notice: Issue of Civil Penalty (reference 201904827/ICB/CPN) dated 27 January 2021 for the sum of £12,500.00. The reason for the Civil Penalty was that on 6 February 2019 an Improvement Notice was served on him in relation to the Property which became operative on 6 March 2019 and an inspection carried out on 17 January 2020 established that Mr Ojelay had not complied with the Notice.
6. On 18 February 2021 these proceedings were issued. The Tribunal gave comprehensive directions for preparation of the determination of the application which required service of Statements of Case. The matter was listed for an oral hearing by video platform on 10 June 2021 without

inspection but by reason of technical problems it could not proceed on that day. Although it was adjourned the Tribunal gave further directions for the Applicant to give full particulars of the Grounds of his Appeal against the Civil Penalty and his means.

7. On 8 July 2021 the Tribunal gave the Applicant Notice of Possible Strike Out for non-compliance with the direction to give further particulars. After receiving certain information about the Applicant's means the Tribunal listed the matter for hearing.

The Improvement Notice

8. The Improvement Notice the subject of these proceedings dated 6 February 2019 listed eleven hazards at the Property which required remedial action.

The list comprised:

- a. Damp and mould (HHSRS Hazard Profile No1)
- b. Excess cold (HHSRS Hazard Profile No2)
- c. Structural collapse and falling elements (HHSRS Hazard Profile No29)
- d. Entry by intruders (HHSRS Hazard Profile No12)
- e. Food safety (HHSRS Hazard Profile No16)
- f. Personal hygiene sanitation and drainage (HHSRS Hazard Profile No17)
- g. Falling on stairs (HHSRS Hazard Profile No21)
- h. Falling between levels (HHSRS Hazard Profile No22)
- i. Electrical hazards (HHSRS Hazard Profile No23)
- j. Fire (HHSRS Hazard Profile No24)
- k. Domestic Hygiene Pests and Refuse (HHSRS Hazard Profile No15)

Particulars of the cause of the hazards and remedial works required were set out in the Improvement Notice.

9. The Respondent's officers inspected the Property on 16 April 2019 when they observed non-compliance with the Notice. A further inspection occurred on 17 January 2020 also revealed the Improvement Notice was not complied with.

10. On 24 March 2020 a Notice of Intent to issue a Civil Penalty was sent by email and post to the Applicant. The final Civil Penalty Notice was prepared on 27 January 2021 and posted to the Applicant on 10 February 2021. There was another inspection on 8 July 2021 when continuing failure to comply with the Improvement Notice was observed.

The Subject Property

11. The Applicant told the Tribunal that he is the unencumbered owner of 40 Abbey Street which was acquired in 2010. There is a retail unit forming part of the ground floor. It is let to a commercial tenant and does not form any part of this matter. The remainder of the building is residential accommodation with a garage or workshop at the rear.
12. The Tribunal was provided with a plan of the residential accommodation and bodycam video taken at an inspection, from which this description of the Property is derived. The residence comprises on the ground floor, an entrance into a hall and staircase, a living room, kitchen, storeroom and rear living room or bedroom. On the first floor there are three bedrooms, a bathroom and separate WC.
13. The building is described as a two-storey end terrace property of late 19th or early 20th brick and tile construction. The land to the side is paved leading to a single storey structure without doors used as a store or workshop.

The Parties Submissions

Applicant

14. Mr Ojelay described the history of his ownership of the Property. He acquired it in 2010. It is in three sections. The front is let as an office. The middle part is a four-bedroom house. At the rear is a garage which needs developing. The garage and the office both have their own access. Rent from the shop goes to Angelo Services, rent from the residence is paid to him.

15. The Applicant had not provided particulars of his Grounds of Appeal notwithstanding the Directions of 10 June 2021. He provided only a short description of his means in response to the Notice of Intention to Strike Out.
16. The Applicant admitted he received the Improvement Notice which was not appealed. He further admitted that he had told Mr Bowen, the lead investigator of the Respondent, that he would do whatever work was required by the Improvement Notice.
17. Mr Ojelay's evidence in support of his appeal against the Civil Penalty was substantially restricted to a description of bad behaviour by his tenants and another occupier of the property.
18. He told the Tribunal that he appointed an agent to find a tenant. He described meeting Victoria Alliott, her partner Steve Townsend, and her mother. They were desperate for accommodation and after looking at the house which they described as being well decorated, Miss Alliott signed a tenancy agreement for six months on 18 March 2018. Mr Ojelay stated the garage was outside the tenancy agreement as it had nothing to do with the house. He refused a request from Mr Townsend to use it. He intended to inspect the house every month. The tenants were told they could not alter anything inside or outside the house.
19. Mr Ojelay stated the tenant had six children and two large dogs living in the property. He described visiting the property on two occasions but ceased his visits after the second time because the tenants were causing severe damage to the Property and they were threatening towards him. There was dog fouling in the bedrooms and evidence of damage in various places throughout the building.
20. The tenancy agreement expired after six months but he had not sought possession of the Property. His next visit to the Property was with Mr Cooper, an officer of the Respondent on 7 November 2018. He had received a rates

demand from Dudley Council in February 2019. On enquiry as to why he had received the demand the Applicant learned the tenant had vacated the Property. He learned from the tenants of the shop that someone was in the Property, but it was not until 4 July 2019 that he attended the Property to find someone in possession. He demanded the person leave the Property, but he was not given the keys. Thereafter although he said he went to the Property week after week, he could not gain access until November 2019 when he found a door open.

21. Mr Ojelay was then able to secure possession of the Property and clean it up. On 1 December 2019 he let the Property to a new tenant although the clean-up process took until after that date. He claimed the new tenant did not move in until some weeks after 1 December 2019.
22. In answer to questions from Mr Holder, Mr Ojelay admitted he had asked for more time to do the work. In answer to questions from the Tribunal and also Mr Holder, the Applicant repeatedly asserted that he could not gain access to the Property during the tenancy because he did not have keys and he believed he was not allowed to enter the Property while it was occupied. It was not until he noticed an open window in November 2019 that he was able to enter the Property.
23. Directions issued by the Tribunal on 12 March 2021 and 10 June 2021 required the Applicant to provide evidence of his means. The only information provided was a short statement that Mr Ojelay's monthly earnings are £1700.00. No other information was given.

Respondent

24. The Respondent had prepared a chronology of events which was not challenged by Mr Ojelay. The dates set out in this Decision are taken from the Respondent's chronology and the evidence of the Respondent's witnesses.
25. Mr Bowen and Mr Glen Cooper investigators, on behalf of the Respondent, conducted an inspection of the Property following receipt of a complaint from

the tenant. The first inspection occurred on 25 October 2018 when Mr Ojelay confirmed he was the landlord of the Property. After the meeting Mr Bowen wrote to the Applicant with a list of repairs the property required.

26. According to Mr Cooper a further inspection was arranged for 7 November 2018. As far as he was concerned, the purpose of the visit was for Mr Ojelay to carry out gas and electrical safety work. However, Mr Ojelay wanted the visit to be an inspection of the Property. He was not prepared to do the work that day. Mr Cooper advised the Applicant that electrical work was required and he noted the stairs serving the first floor were badly worn. During the inspection Mr Cooper told Mr Ojelay that as far as he was concerned, on behalf of the Respondent, the garage formed part of the letting although Mr Ojelay disagreed. At this meeting Mr Cooper observed the tenant and the Applicant exchange email addresses so that arrangements could be made for the Applicant to enter on 24 hours' notice in order to carry out works required in the Respondent's list of required repairs.

27. Mr Bowen, Mr Cooper and Mr Ojelay attended again on 23 January 2019 for a further inspection. According to Mr Cooper, Mr Ojelay asserted that work had not been carried out because he had been prevented from gaining access to the Property. The Respondent's officers asked for copies of emails between the tenant and Mr Ojelay regarding facilitation of access for the purpose of carrying out works. At this meeting, Mr Ojelay confirmed the Property did not have a gas safety certificate.

28. The Respondent's officers informed Mr Ojelay at the end of the meeting that an Improvement Notice would be served.

29. Mr Bowen described emails from Mr Ojelay regarding his intention to carry out the works. He informed Mr Ojelay that the work must be carried out by 11 April 2019. There were further emails requesting additional time to carry out the work or offering a report on the progress of the work. No report was submitted but on 14 April Mr Ojelay emailed Mr Bowen notifying him that he was having difficulty gaining access.

30. On 15 April Mr Bowen served Notice of Intention to Inspect to determine compliance with the Improvement Notice. The inspection took place on 16 April when Mr Bowen observed the work required by the Improvement Notice had not taken place.
31. Mr Bowen described two further messages from Mr Ojelay on 30 April and 30 May 2019. By the first, it was reported that arrangements had been made with the tenants for access but by the second it was reported that access had been refused and legal process was underway apparently to gain access for the purpose of undertaking the necessary works.
32. The next contact with this Property described by the Respondents was in December 2019. Mr Bowen described a call to the Respondent by a new tenant reporting disrepair issue with the Property. Mr Cooper described a visit to the Respondent by Mr Townsend alleging he had been evicted because the locks had been changed and there were new tenants in the Property.
33. On 13 January 2020 Mr Bowen sent a letter by first class post to Mr Ojelay advising that an inspection of the Property would take place on 17 January 2020. On that day he together with Mr Cooper and Mr Ojelay carried out an inspection when he observed the work required by the Improvement Notice had still not been carried out. Mr Bowen's Statement of Case described the work required and either the failure to complete or the partial completion of all the specified items of work.
34. The Respondent invited the Applicant to attend a PACE interview on 26 February 2020 but Mr Ojelay declined to attend.
35. Mr Bowen then produced a Decision Report which recommended imposition of a Civil Penalty for failure to comply with the Improvement Notice. He described calculating the Penalty in accordance with the Respondent's Charging Policy which was produced to the Tribunal. Applying the policy Mr Bowen stated the starting point of the calculation for a first offence of failing

to comply with an Improvement Notice is £5000.00. As the Applicant had deliberately or negligently or recklessly re-let the Property on the same day that possession was obtained a culpability premium of £2500.00 was added. He then added a further £2500.00 because of a lack of a fire detection system, doors and separation from the commercial areas, lack of a structural survey for the garage and lack of pest control treatment. He then added £2500.00 for aggravating factors because the landlord had turned off the electric supply, failed to organise and carry out the works and re-let the Property without carrying out the repairs. The sum set out in the Civil Penalty Notice was £12500.00.

36. The Notice of Intent to Issue a Civil Penalty Notice was served on 24 March 2020 but no representations were made regarding the Penalty by Mr Ojelay.
37. The Respondent took no further action by reason of the Covid 19 restrictions. On 12 January 2021 the Respondent was notified the roof to the garage had collapsed. The item had been included in the Improvement Notice. On 27 January 2021 a Final Civil Penalty Notice was issued and posted to Mr Ojelay on 10 February 2021.

The Tenancy Agreement

38. Mr Ojelay produced the tenancy agreement made between him and Ms Victoria Alliott. The Agreement is dated 16 March 2018. The tenancy thereby created is an assured shorthold letting with effect from 18 March 2021 for six months. The Agreement includes a provision whereby the tenant gives the landlord permission too(sic):
- a. *To examine the condition of the premises or the building or any adjoin(sic) or neighbouring property*
 - b. *To repair, maintain alter improve or rebuild the premises or the building or any adjoining or neighbouring property*
 - c. *To examine or to repair, maintain or replace the fixtures and fittings*
 - d. *To comply with any obligation imposed on the Landlord by law*

- e. The Tenant gives the Landlord right of notice each month to inspect the property and ascertain its condition and carry out repairs if any under section 11 of the Landlord and Tenants Act 1985. The Tenant gives the Landlord permission to enter on the set date and time even if I am not present and will enter the property with his keys.*

The Statutory Framework

39. Section 30(1) Housing Act 2004 creates the offence of failing to comply with an Improvement Notice.

(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

Section 30 continues with

(2) For the purposes of this Chapter compliance with an improvement notice means, in relation to each hazard, beginning and completing any remedial action specified in the notice—

(a) (if no appeal is brought against the notice) not later than the date specified under section 13(2)(e) and within the period specified under section 13(2)(f);

(b) (if an appeal is brought against the notice and is not withdrawn) not later than such date and within such period as may be fixed by the tribunal determining the appeal; and

(c) (if an appeal brought against the notice is withdrawn) not later than the 21st day after the date on which the notice becomes operative and within the period (beginning on that 21st day) specified in the notice under section 13(2)(f).

(3) A person who commits an offence under subsection (1) is liable on summary conviction to a Penalty not exceeding level 5 on the standard scale.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for failing to comply with the notice.

(5) The obligation to take any remedial action specified in the notice in relation to a hazard continues despite the fact that the period for completion of the action has expired.

40. The regime of financial penalties as an alternative to prosecution for certain housing offences came into force on 6 April 2017. Section 249A of the 2004 Act, inserted by section 126, and paragraphs 1 and 7 of Schedule 9 to, the Housing and Planning Act 2016 ('the 2016 Act') provides –

(1) The local housing authority may impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a relevant housing offence in respect of premises in England.

(2) In this section 'relevant housing offence' means an offence under—

(a) section 30 (failure to comply with Improvement notice),

(b) section 72 (licensing of HMOs),

(c) section 95 (licensing of houses under Part 3),

(d) section 139(7) (failure to comply with overcrowding notice), or

(e) section 234 (management regulations in respect of HMOs).

(3) Only one financial penalty under this section may be imposed on a person in respect of the same conduct.

(4) The amount of a financial penalty imposed under this section is to be determined by the local housing authority but must not be more than £30,000.

(5) The local housing authority may not impose a financial penalty in respect of any conduct amounting to a relevant housing offence if—

(a) the person has been convicted of the offence in respect of that conduct, or

(b) criminal proceedings for the offence have been instituted against the person in respect of the conduct and the proceedings have not been concluded.

(7) The Secretary of State may by regulations make provision about how local housing authorities are to deal with financial penalties recovered.

(8) The Secretary of State may by regulations amend the amount specified in subsection (4) to reflect changes in the value of money.

(9) For the purposes of this section a person's conduct includes a failure to act.

41. By paragraph 10 of schedule 13A
a person to whom a final notice is given may appeal to the First-tier Tribunal against

(a) the decision to impose the penalty or

(b) the amount of the penalty.

42. By clause 10(3)

an appeal under this paragraph is to be a rehearing of the local housing authority's decision, but may be determined having regard to matters of which the authority is unaware

and by clause 10(4)

on an appeal under this paragraph the First tier Tribunal may confirm vary or cancel the final notice

43. In *Sutton v Norwich City Council [2021] EWCA Civ 20 at [31]*: Lord Justice Newey said, *"A Tribunal's decision as to what Civil Penalty it should impose for either a breach of the 2007 Regulations or failure to comply with an Improvement Notice involves, as I see it, both evaluation and discretion"*.

Decision

44. In *Ekweozoh v London Borough of Redbridge [2021] UKUT0180(LC)* paras 4 & 5 Martin Rodger QC said, *"..it is necessary to refer at the outset to the basis on which appeals to the FTT against local authority decisions to impose financial penalties are required to be conducted under section 249(A), 2004 Act. Paragraph 10(1) of Schedule 13A, 2004 Act provides a right of appeal to the FTT against the decision to impose a financial Penalty, or against the amount of the Penalty. Paragraph 10(3) stipulates that such an appeal is to take the form of a re-hearing of the local housing authority's decision, but it may be determined having regard to matters of which the authority was*

unaware. It is therefore not the task of the FTT in these appeals to consider whether the authority's decision was justified or reasonable; the FTT is instead required to decide for itself whether a financial Penalty should be imposed at all and, if so, how much the Penalty should be.

It is often a sensible precaution near the start of its decision for any court or tribunal to inform the parties, and to remind itself, of the basis of its jurisdiction. In this case the FTT did not refer to paragraph 10 of Schedule 13A or explain on what basis it was determining the appeal. Its decision contains several indications that it may have approached its task as if it was required to review the respondent's decision, rather than to remake the decision and reach its own conclusions on the critical issues.

45. When giving the first Directions the Tribunal set out the issues for determining the Applicant's appeal when deciding whether to confirm vary or cancel the Final Notice imposing the financial Penalty.
46. The first issue is whether or not the Tribunal is satisfied beyond reasonable doubt that the Applicant's conduct amounts to a 'relevant housing offence' in respect of premises in England (s249A (1) & (2) of the 2004 Act).
47. The Applicant was served with an Improvement Notice 6 February 2019. There is no dispute the Notice was served. The Respondent alleges the Applicant failed to comply with it and is in continuous default until as recent as July 2021 when a further inspection revealed the prescribed works had not been carried out. Moreover, there was no challenge to the works required by the Notice. Mr Ojelay met with and communicated with officers of the Respondent on a number of occasions when he did not protest the Notice but either asked for more time or gave excuses why the work had not been carried out.
48. The way Mr Ojelay presented his case indicated he blamed the tenant for the condition of the Property. He referred to their description of it when they first saw the Property as being 'well decorated' and subsequently they caused

severe damage to the Property which he was unable to remedy because he could not gain access to it. During the hearing he repeatedly stated he could not enter the Property for so long as it was let. He made no reference to the rights retained by the tenancy agreement to inspect and enter for the purpose of effecting repairs.

49. His grounds of appeal were not clear. Although the Tribunal accepts the tenants may have been difficult even allowing the dogs which were observed by Mr Cooper to foul the Property, Mr Ojelay did not understand that the Improvement Notice related to matters unconnected with damage or nuisance caused by the tenants. The Notice related to matters which were his responsibility under s11 Landlord and Tenant Act 1985 or the elimination of hazards under Part 1 Housing Act 2004.

50. The Respondent carried out three inspections with Mr Ojelay present before serving the Improvement Notice. There was correspondence relating to undertaking the work after service of the Notice but by January 2020 the Notice had not been complied with.

51. The Applicant had an opportunity to undertake the work in December 2019 when he admitted he gained possession, but he immediately re-let the Property. His evidence was that the incoming tenant agreed to assist with the clear up and delay occupation, but the Respondent received a new complaint about the Property within two weeks of commencement of the new tenancy. Moreover, Mr Ojelay's evidence relating to the state of the Property was connected with clearing mess and rubbish, not with the works the subject of the Improvement Notice.

52. The Tribunal is satisfied beyond reasonable doubt that the Applicant has failed to comply with a properly served Improvement Notice and is guilty of a housing offence contrary to s30(1) Housing Act 2004. Having regard to the number of times the Property was inspected in the presence of Mr Ojelay and the correspondence which he had with Respondent, the Tribunal does not consider that the Applicant had a reasonable excuse for failing to comply with

the Notice. He did not make any serious attempt to carry out the works required by the Improvement Notice. He relied upon a misapprehension of the meaning and effect of his own tenancy agreement to attempt to justify not gaining access to the Property. When he secured possession, he immediately re-let it without considering the requirements of the Notice.

53. The local authority is entitled to impose a Penalty pursuant to s249A of the 2004 Act provided the Respondent has complied with all necessary requirements and procedures relating to the imposition of the financial penalty.
54. The Tribunal was satisfied the Respondent had complied with the regulations relating to service of the Improvement Notice and that the offence was continuing throughout 2019, 2020 and to July 2021. It also complied with paragraphs 1-8 Schedule 13A 2004 Act in connection with the service of Notices of Intent to Impose a Financial Penalty.
55. Dudley Metropolitan Borough Council implemented a Private Sector Housing Charging Policy in 2015 and amended it after the Housing and Planning Act 2016 on 17 January 2017. It complied with its obligations in determining the penalty.
56. However, as this was a rehearing of the facts and matters related to the imposition of the penalty the Tribunal will decide whether or not the level of penalty was appropriate having regard to:
 - a. The offender's means
 - b. the severity of the offence
 - c. the culpability and track record of the offender
 - d. the harm (if any) caused to the tenant of the premises
 - e. the need to punish the offender to deter repetition of the offence or to deter others from committing similar offences; and/or
 - f. the need to remove any financial benefit the offender may have obtained as a result of committing the offence;

It will also have regard to the guidance given by Lord Justice Newey that the Tribunal should exercise 'evaluation and discretion' in determining any penalty.

57. Mr Ojelay had opportunity and the right under the tenancy agreement to comply with the Improvement Notice. He failed to do so because he paid too much attention to the defaults of the tenant and his misunderstanding of his rights to inspect the property. It appears to the Tribunal he used the defaults and misunderstanding as an excuse for not doing the work required. The Tribunal confirms the Penalty of £5000.00 for the primary offence of failing to comply with the Improvement Notice.
58. It also confirms the additional sum of £2500.00 for culpability identified by the Respondent. The Tribunal was surprised that the work was not undertaken when the last opportunity arose in December 2019. It is satisfied the Applicant paid no attention to the Notice when he had complete control of the Property, but he immediately re-let it.
59. There was a serious risk of personal harm to any occupiers of the Property by reason of the lack of fire safety means, the state of the structure and the lack of pest control. The additional Penalty of £2500.00 is appropriate. However, the additional sum of £2500.00 for aggravating factors is removed. There is some duplication in that the culpability award already includes a Penalty for a re-let and the Tribunal did not hear evidence of switching off the electricity.
60. The Penalty is varied to the sum of £10,000.00. In varying the Penalty, the Tribunal has recognised that the Applicant contends he earns only £1700.00pcm. On two occasions the Applicant was directed to give evidence of means. The information supplied is not sufficient to enable the Tribunal to decide whether it should have regard to the offender's means. Mr Ojelay described himself as an electrician, competent to certify his work. He referred to having other properties. The subject property is mortgage free. The Tribunal is not satisfied that the Applicant has made adequate disclosure of means. The Penalty will not be reduced for reason connected with his means.

Appeal

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

Tribunal Judge Peter Ellis