FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AS/HNA/2022/0036**
Property	**:**	**6 Stuart Crescent, Hayes, Middx. UB3 2QR**
Applicant	**:**	**Pradeep Kapoor**
Respondent	**:**	**London Borough of Hillingdon**
Type of application	**:**	**Appeal against a financial penalty** - Section 249A & Schedule 13A to the Housing Act 2004
Tribunal members	**:**	**Judge Nicol** **Mrs L Crane MCIEH**
Date and venue of hearing	**:**	**27th February 2023** **10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**3rd April 2023**

DECISION

The Tribunal confirms the penalties imposed by the Respondent on the Applicant:

- **£1,000 for failing to comply with reg.3(b) of the Management of Houses in Multiple Occupation (England) Regulations 2006 ("the HMO Regulations");**
- **£1,000 for failing to comply with reg.4(4) of the HMO Regulations;**
- **£1,000 for failing to comply with reg.7(1) of the HMO Regulations;**
- **£1,000 for failing to comply with reg.8 of the HMO Regulations; and**
- **A further £2,500 for failing to comply with the HMO Regulations.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicant is the joint freeholder, with his wife, Mrs Rita Kapoor, of the subject property, a 2-storey end-terrace house let as an HMO (house in multiple occupation) to 4 tenants. The local authority Respondent has sought to impose the following financial penalties on the Applicant:

   - £1,000 for failing to comply with reg.3(b) of the Management of Houses in Multiple Occupation (England) Regulations 2006 ("the HMO Regulations") because there was no sign or notice with the landlord's details displayed in a prominent position;
   - £1,000 for failing to comply with reg.4(4) of the HMO Regulations because there were no restrictors on some of the windows, the ground floor under stairs area was being used to store combustible materials, the ground floor rear room door was not up to proper fire safety standards, and there was no fire separation between the kitchen and hall;
   - £1,000 for failing to comply with reg.7(1) of the HMO Regulations because the kitchen areas were dirty and greasy, the front door lock was defective, and the area around the stairs was filthy and thick with dust and cobwebs;
   - £1,000 for failing to comply with reg.8 of the HMO Regulations because, in the bathroom, the extractor fan was inoperative and there was exposed electrical wiring to the light fitting; and
   - A premium of £2,500 for failing to comply with the HMO Regulations.

2. The final penalty notices were served on 12th May 2022. The Applicant appealed to this Tribunal on 9th June 2022.

3. The Applicant's appeal was heard by the Tribunal on 27th February 2023. The attendees were:

   - The Applicant, accompanied by his son, Mr Rahul Kapoor
   - Mr Ben Symons, counsel for the Respondent
   - Mr Anthoney Quinn, Principal Private Sector Housing Officer

4. The Tribunal had the following documents, filed and served in accordance with the Tribunal's directions issued on 28th October 2022:

   - Applicant's Bundle, 12 pages, consisting of his original application form and a 4-page statement;
   - Respondent's Bundle, 201 pages, consisting of a lengthy witness statement from Mr Quinn with the Respondent's documentary evidence exhibited; and
   - A Skeleton Argument from Mr Symons.

5. Mr Quinn gave oral evidence and was cross-examined by the Applicant. Following receipt of a complaint about the subject property on 7th September 2021, Mr Quinn inspected it on 10th, 13th, 21st and 30th

September and 2nd December 2021. He provided a large number of photos showing what he had seen on each visit. The Tribunal found him to be a straightforward and honest witness and accepted his evidence.

6. Mr Quinn found the following deficiencies at the property:

(a) The ground floor kitchen ceiling had collapsed due to water ingress from above. There was extensive debris on the floor. The ceiling and an area of the wall were affected by damp and mould – the wall plaster was damaged. It was obvious the kitchen had been in this condition for a while. One of the tenants showed Mr Quinn photos showing the ceiling in the same condition one and a half months previously. Another tenant said the Applicant had attended to see the damage for himself about one month previously. Mr Quinn surmised that the water came from the shower on the first floor because it only had a curtain to keep the water in. The Applicant claimed that a burst pipe had been identified as the cause and repaired but he provided no evidence of this. Mr Quinn asserted that the state of the kitchen was contrary to reg.7 of the HMO Regulations. At the 21st September inspection, the ceiling had been part-repaired with new plasterboard screwed in place. The repair appeared to have been completed by the December inspection.

(b) The gas cooker, kitchen cupboards and worktops and ledges were in an appallingly dirty state. While some of this was due to the debris from the ceiling collapse, it was clear that most of the filth was due to long-standing grease and grime from cooking. The kitchen was clearly in no fit state to be used for the preparation of food. The kitchen remained in this condition throughout all of Mr Quinn's inspections. He asserted again a breach of reg.7. The Applicant eventually provided some photos after the December inspection which appeared to show some cleaning had taken place. However, in his statement to the Tribunal the Applicant asserted,

> "We ensure that the kitchen is maintained to a good standard which is useable & in safe working condition. Further comments regarding dust & grease are subjective & does not affect the use of the kitchen. I have never received any concerns or complaints from any of the tenants, regarding the cleanliness of the property."

This was a delusional response to an appalling state which should have been blindingly obvious to anyone, let alone an experienced landlord like the Applicant (who has a portfolio of around 10 properties). The Tribunal had to point out to the Applicant during the hearing that making obviously bad points only undermined his credibility – this was the most obvious example of just that.

(c) The understairs floor area was used by the tenants and filled with various combustible items. This was ameliorated to some extent by the December inspection but items remained there. Mr Quinn asserted that this was a breach of reg.4. The Applicant blamed the tenants, the remaining items apparently belonging to a tenant who happened to be away in India at the time. This was an example of the Applicant's lack of understanding that he needed to be proactive in managing an HMO and

could not simply wait for his tenants to complain to him or to take action themselves.

(d) The first floor rear right bathroom had an extractor fan but it was not operative. Mr Quinn asserted that this was a breach of reg.8. The Applicant misunderstood the problem, asserting that the additional ventilation would make no difference to levels of damp in the bathroom. Mr Quinn's point was simply that the fan was in disrepair. The Applicant tried to assert that the fan was not covered by the regulations on the basis that it could not be described as a "fitting". The Tribunal is satisfied that such a fan comes within any ordinary definition of "fitting".

(e) The bathroom to the first floor rear room had exposed electrical wires from the light fitting. Again, this was present at all Mr Quinn's inspections and he again asserted a breach of reg.8. The Applicant suggested that he could not be expected to have seen this on his regular inspections because the bathroom was not an area he had a legal right to inspect. This is not correct. His right to inspect the areas of which the tenants have exclusive possession is limited by the requirement to give reasonable notice in writing but it does exist.

(f) The door to the first floor rear room had intumescent strips, cold smoke seals and a self-closer but the lock was of an internal ball type of low quality and had a damaged keep. Also, the light over the kitchen area for this room was not working. Mr Quinn asserted breaches of reg.8.

(g) The windows to the first floor front room opened over 100mm. The sill was 0.85m high and there was a 4m drop straight onto the concrete surface of the front yard below. Mr Quinn concluded that this was unsafe, contrary to reg.4(4), and that restrictors with an override function should be installed. The Applicant again misunderstood the situation. He asked for documentary evidence, by which he meant a regulation which specifically required such restrictors. He strongly objected that none was provided but the fact is that there is none. There is a number of possible options for dealing with such a lack of safety – in Mr Quinn's professional opinion, installing restrictors was the proportionate response, requiring minimal expense and effort relative to the severe consequences of a fall out of the window.

(h) Similarly, the windows to the first floor rear room opened out on to a ground floor extension roof where a chair and a clothes horse had been set up. The Applicant tried to suggest that the chair was rotten and the furniture was possibly there for storage but the application of common sense results in the only reasonable conclusion that tenants were going through the window and making use of the area as if it were a balcony, despite the lack of any protective barrier around the edge. Again, Mr Quinn asserted breaches of reg.4 and concluded that window restrictors should be fitted.

(i) There was a missing smoke alarm to the ceiling of the first floor rear room, with bare wires showing, contrary to reg.4(2).

(j) The first floor landing, which would be the primary means of escape in the event of a fire, was filled with multiple items, boxes and plastic bags.

Mr Quinn again asserted a breach of reg.4. The landing and stairs were also thick with dust and cobwebs, contrary to reg.7.

(k) The ground floor kitchen was open and had no fire separation to the ground floor hallway. Mr Quinn was concerned that this would be the main means of escape in the event of fire, which could be blocked by smoke from a kitchen fire, and asserted a breach of reg.4. The Applicant pointed to a note (page 44, note 9) in the LACORS Guidance on fire safety provisions for certain types of existing housing which states,

> A full 30-minute protected route is the preferred (ideal) option. However, in two-storey, normal risk HMOs the provision of suitable escape windows from all bedsit rooms may be acceptable in lieu of a fully protected route.

The Applicant sought to suggest that his tenants could go through the rear windows, onto the roof and jump down into the garden. However, this would not be an escape route from all rooms and is clearly far less preferable than going down the stairs. The Applicant asserted that all his tenants were young and healthy but, of course, he cannot guarantee that they will always be in the same condition. The Tribunal put to the Applicant what would happen if one of the tenants suffered a broken leg, perhaps only the day before a fire, but he had no answer. Again, Mr Quinn applied his professional judgment and concluded that separation to provide a suitable escape route was the best option. The Tribunal agrees. The Applicant asserted to both Mr Quinn and to the Tribunal that he had obtained a fire risk assessment which showed that the property was compliant with fire safety requirements but at no time has he provided this document to either Mr Quinn or the Tribunal.

(l) The fire door from the ground floor rear room to the kitchen had no cold smoke seal or working self-closer which Mr Quinn asserted was a breach of reg.4(4). The Applicant correctly pointed out that there were smoke seals fitted to the door but Mr Quinn replied that he could still see a gap between the door and the frame which would allow any smoke through. The Applicant challenged the photos, including one from the December inspection, which appeared to show the gap, alleging that what could be seen was just some white paint. However, where the evidence of Mr Quinn and the Applicant conflicted, the Tribunal preferred Mr Quinn for reasons already referred to above.

(m) The mixer tap in the shower room to the ground floor rear room was broken, contrary to reg.8.

(n) The tap to the sink in the ground floor front room's kitchenette area was broken, with water constantly flowing out of it. Mr Quinn asserted a breach of reg.8. The damp from the kitchen wall was also showing into the shower room where the light had bare wires and a wiring block exposed.

(o) The door to the ground floor front room had no intumescent smoke seals or cold smoke seals and was not a keyless exit (although it did have a self-closer). Mr Quinn asserted that this was a breach of reg.4(4).

(p) The rear garden was very overgrown and contained piles of various household items, including rotting food and putrescible material, contrary to reg.7(4). Some of the growth had been cut back by the time of the 21st September inspection.

(q) The front yard area had overgrown vegetation growing up the front of the house and boundary walls, although it had also been cut back by the time of the 21st September inspection. There was also a dumped fridge. Mr Quinn again asserted breaches of reg.7(4). The Applicant said he would move the fridge and other items from the front yard but they were still there at the 30th September inspection.

(r) The main front entrance door was insecure and could not be locked which Mr Quinn asserted was a breach of reg.7. The Applicant again misunderstood the problem and asserted that it provided a keyless exit in the event of a fire. Mr Quinn's issue was that it was insecure so that anyone could come in.

(s) Mr Quinn could find no sign in the common parts with the Applicant's contact details, contrary to reg.3. The Applicant asserted that they were present on a sticker near the front door. However, the requirement is that such a sign should be "in a prominent position". If an experienced officer like Mr Quinn hasn't seen it on multiple inspections, by definition it is not displayed prominently enough.

7. On 10th September 2021, Mr Quinn phoned the Applicant to discuss what he had found. Thereafter, he kept in contact with the Applicant and, until the December inspection, was trying to get him to remedy the problems he found. The Applicant was present at the inspection on 21st September 2021. For many of the issues, Mr Quinn thought they were so obvious that he wouldn't need to tell an experienced landlord like the Applicant what to do. It was only at the December inspection that he identified what offences were being committed and for which action may be taken.

8. The Applicant has asserted throughout that he asked Mr Quinn for details of the allegations against him and the relevant regulations but was not provided with them. This is simply not true. Amongst his other communications, Mr Quinn has provided the following to the Applicant:

(a) On 13th October 2021 Mr Quinn wrote to the Applicant setting out his findings from his 4 inspections in September, including details of which regulations he alleged had been broken.

(b) Mr Quinn did similarly by email immediately after the inspection on 2nd December 2021.

(c) On 13th January 2022 Mr Quinn sent the Applicant the statutorily-required Notice of Intention to Issue a Financial Penalty of £6,500. The Notice set out all the allegations in tabular form, cross-referenced to the relevant regulations, and informed the Applicant of his right to make representations. The Applicant exercised this right by email dated 29th January 2022.

(d) On 16th February 2022 Mr Quinn replied to each of the Applicant's representations, again in tabular form.

(e) On 12th May 2022 Mr Quinn sent the Applicant the Final Notice for a Financial Penalty of £6,500, yet again detailing the alleged contraventions of the HMO Regulations.

9. In objecting to the Financial Penalty, the Applicant consistently made a number of errors:

(a) The Applicant seemed to think that he was only required to remedy any of the problems identified by Mr Quinn after he had been notified of them, by his tenants or by the Respondent. Albeit slowly and after some delay, he did attempt to address some issues after Mr Quinn had raised them with him and chased him about them and he seemed to think this constituted good reason for not being issued with a financial penalty. However, the statutory and regulatory regime for HMOs is based on the idea that HMOs require pro-active management. The Applicant has to have a system of management which is sufficient that it might reasonably be expected to identify and resolve problems before they reach the level of a complaint to the local authority. Breaches of the HMO Regulations occur when the relevant conditions arise, without any prior requirements such as notice or local authority involvement. The criminal offence under section 234(3) of the Housing Act 2004 of breaching the HMO Regulations is a strict liability offence which means that it is an offence even if the landlord did not act intentionally or recklessly.

(b) The Applicant was repeatedly referred to the HMO Regulations but was under the impression that he could only be in the wrong if there were some other regulation which specified Mr Quinn's requirements in particular, e.g. to put restrictors on windows. He clearly misunderstood how the law was to apply but it never remotely occurred to him that his understanding might be wrong, let alone that he might benefit from legal advice. A landlord can't be expert in everything – a competent professional landlord will be able to identify when something is outside their sphere of competence and to seek advice from a specialist, whether the specialism relates to plumbing, electrical supply, fire safety, or the law.

10. In the circumstances, the Tribunal is satisfied so that it is sure that the Applicant breached the HMO Regulations as set out in the Final Notice and paragraph 1 above. The next question is what the amount of the penalty should be.

11. Although the appeal is a rehearing and the Tribunal needs to reach its own conclusion on each issue, the Tribunal is entitled to have regard to the Respondent's views (*Clark v Manchester CC* [2015] UKUT 0129 (LC)) and must consider the case against the background of the policy which the Respondent has adopted to guide its decisions (*R (Westminster CC) v Middlesex Crown Court* [2002] EWHC 1104 (Admin)).

12. The Respondent's policy is in line with Government guidance and provides a careful balance, within the objectives of the legislation, between the various elements which make up the offences and their

context. Considering all the circumstances of this case and the degree of the Applicant's culpability, the Tribunal is satisfied that the amount of each penalty determined by the Respondent was appropriate, including the additional premium.

13. The Applicant asserted that he is a good landlord with a good relationship with his tenants and queried why he should be regarded as having a high culpability. Mr Quinn replied that there were two elements. Firstly, the Applicant has a significant portfolio of rented properties and therefore is expected to have a high level of relevant knowledge and experience. Secondly, Mr Quinn gave the Applicant repeated opportunities to remedy the problems he had identified, at least between 13th October and 2nd December 2021 but, for the most part, he did not take them. The Tribunal again agrees with Mr Quinn's analysis.

14. Therefore, the Tribunal confirms that the Applicant is subject to the penalties referred to in paragraph 1 above.

Name: Judge Nicol **Date:** 3rd April 2023

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of relevant legislation

Housing Act 2004

234 Management regulations in respect of HMOs

(1) The appropriate national authority may by regulations make provision for the purpose of ensuring that, in respect of every house in multiple occupation of a description specified in the regulations–

(a) there are in place satisfactory management arrangements; and
(b) satisfactory standards of management are observed.

(2) The regulations may, in particular–

(a) impose duties on the person managing a house in respect of the repair, maintenance, cleanliness and good order of the house and facilities and equipment in it;
(b) impose duties on persons occupying a house for the purpose of ensuring that the person managing the house can effectively carry out any duty imposed on him by the regulations.

(3) A person commits an offence if he fails to comply with a regulation under this section.

(4) In proceedings against a person for an offence under subsection (3) it is a defence that he had a reasonable excuse for not complying with the regulation.

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

(6) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

249A Financial penalties for certain housing offences in England

(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.

(6) Schedule 13A deals with—

(a) the procedure for imposing financial penalties,
(b) appeals against financial penalties,
(c) enforcement of financial penalties, and
(d) guidance in respect of financial penalties.

(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.

SCHEDULE 13A
FINANCIAL PENALTIES UNDER SECTION 249A

6

If the authority decides to impose a financial penalty on the person, it must give the person a notice (a "final notice") imposing that penalty.

10

(1) 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.

(2) If a person appeals under this paragraph, the final notice is suspended until the appeal is finally determined or withdrawn.

(3) An appeal under this paragraph—

(a) is to be a re-hearing of the local housing authority's decision, but
(b) may be determined having regard to matters of which the authority was unaware.

(4) On an appeal under this paragraph the First-tier Tribunal may confirm, vary or cancel the final notice.

(5) The final notice may not be varied under sub-paragraph (4) so as to make it impose a financial penalty of more than the local housing authority could have imposed.

Management of Houses in Multiple Occupation (England) Regulations 2006

3.— Duty of manager to provide information to occupier

(1) The manager must ensure that—

(a) his name, address and any telephone contact number are made available to each household in the HMO; and
(b) such details are clearly displayed in a prominent position in the HMO.

4.— Duty of manager to take safety measures

(1) The manager must ensure that all means of escape from fire in the HMO are—

(c) kept free from obstruction; and

(d) maintained in good order and repair.

(2) The manager must ensure that any fire fighting equipment and fire alarms are maintained in good working order.

(3) Subject to paragraph (6), the manager must ensure that all notices indicating the location of means of escape from fire are displayed in positions within the HMO that enable them to be clearly visible to the occupiers.

(4) The manager must take all such measures as are reasonably required to protect the occupiers of the HMO from injury, having regard to—

(a) the design of the HMO;
(b) the structural conditions in the HMO; and
(c) the number of occupiers in the HMO.

(5) In performing the duty imposed by paragraph (4) the manager must in particular—

(a) in relation to any roof or balcony that is unsafe, either ensure that it is made safe or take all reasonable measures to prevent access to it for so long as it remains unsafe; and
(b) in relation to any window the sill of which is at or near floor level, ensure that bars or other such safeguards as may be necessary are provided to protect the occupiers against the danger of accidents which may be caused in connection with such windows.

(6) The duty imposed by paragraph (3) does not apply where the HMO has four or fewer occupiers.

7.— Duty of manager to maintain common parts, fixtures, fittings and appliances

(1) The manager must ensure that all common parts of the HMO are—

(a) maintained in good and clean decorative repair;
(b) maintained in a safe and working condition; and
(c) kept reasonably clear from obstruction.

(2) In performing the duty imposed by paragraph (1), the manager must in particular ensure that—

(a) all handrails and banisters are at all times kept in good repair;
(b) such additional handrails or banisters as are necessary for the safety of the occupiers of the HMO are provided;
(c) any stair coverings are safely fixed and kept in good repair;
(d) all windows and other means of ventilation within the common parts are kept in good repair;
(e) the common parts are fitted with adequate light fittings that are available for use at all times by every occupier of the HMO; and
(f) subject to paragraph (3), fixtures, fittings or appliances used in common by two or more households within the HMO are maintained in good and safe repair and in clean working order.

(3) The duty imposed by paragraph (2)(f) does not apply in relation to fixtures, fittings or appliances that the occupier is entitled to remove from the HMO or which are otherwise outside the control of the manager.

(4) The manager must ensure that—

(a) outbuildings, yards and forecourts which are used in common by two or more households living within the HMO are maintained in repair, clean condition and good order;
(b) any garden belonging to the HMO is kept in a safe and tidy condition; and
(c) boundary walls, fences and railings (including any basement area railings), in so far as they belong to the HMO, are kept and maintained in good and safe repair so as not to constitute a danger to occupiers.

(5) If any part of the HMO is not in use the manager shall ensure that such part, including any passage and staircase directly giving access to it, is kept reasonably clean and free from refuse and litter.

(6) In this regulation—

(a) "common parts" means—
(i) the entrance door to the HMO and the entrance doors leading to each unit of living accommodation within the HMO;
(ii) all such parts of the HMO as comprise staircases, passageways, corridors, halls, lobbies, entrances, balconies, porches and steps that are used by the occupiers of the units of living accommodation within the HMO to gain access to the entrance doors of their respective unit of living accommodation; and
(iii) any other part of an HMO the use of which is shared by two or more households living in the HMO, with the knowledge of the landlord.

8.— Duty of manager to maintain living accommodation

(1) Subject to paragraph (4), the manager must ensure that each unit of living accommodation within the HMO and any furniture supplied with it are in clean condition at the beginning of a person's occupation of it.

(2) Subject to paragraphs (3) and (4), the manager must ensure, in relation to each part of the HMO that is used as living accommodation, that—

(a) the internal structure is maintained in good repair;
(b) any fixtures, fittings or appliances within the part are maintained in good repair and in clean working order; and
(c) every window and other means of ventilation are kept in good repair.

(3) The duties imposed under paragraph (2) do not require the manager to carry out any repair the need for which arises in consequence of use by the occupier of his living accommodation otherwise than in a tenant-like manner.

(4) The duties imposed under paragraphs (1) and (2) (b) do not apply in relation to furniture, fixtures, fittings or appliances that the occupier is entitled to remove from the HMO or which are otherwise outside the control of the manager.

(5) For the purpose of this regulation a person shall be regarded as using his living accommodation otherwise than in a tenant-like manner where he fails to treat the property in accordance with the covenants or conditions contained in his lease or licence or otherwise fails to conduct himself as a reasonable tenant or licensee would do.