



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

**Case Reference** : **MAN/00CG/HNA/2022/0014**

**Property** : **108 Wade Street, Sheffield, S4 8HX**

**Applicant and Appellant Represented by** : **Mr Amer Javed**  
**Mr Cottam, Solicitor (Meyer and Co)**

**Respondent Represented by** : **Sheffield City Council**  
**Miss Ferguson, employed Solicitor**

**Type of Application** : **Appeal Against a Financial Penalty, section 30, 249 A and Paragraph 10 of Schedule 13 A of The Housing Act 2004.**

**Tribunal Members** : **Judge C. P. Tonge, LLB, BA.**  
**Mrs S. A. Kendall, BSc, MRICS**

**Date of Decision** : **9 May 2023**

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**DECISION**

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## **Application and Background**

1. Mr Javed Iqbal has been, at all times relevant to this case, the long leaseholder of 108 Wade Street, Sheffield, S4 8HX "the property" and is the father of Amer Javed "the Applicant". By an application, dated 4 March 2022, the Applicant appeals against the issue of a financial penalty of £16,500 imposed by Sheffield City Council "the Respondent", for the offence of failing to comply with an improvement notice, under sections 30, 249 A and Paragraph 10 of Schedule 13 A of The Housing Act 2004, "the Act".
2. At all times relevant to this case the property has been occupied by one rent paying tenant David Sarissky and his partner, Lucia Sarissa (whose name does not appear on the tenancy agreement dated 13 September 2019), renting the whole the property. As such the property is not a house in multiple occupation. The property has in the past been subject to selective licensing from 2013 to 2018.
3. The property is a mid-terraced three bedrooomed house. On 20 May 2021 the Respondent received a complaint from the occupier of one of the adjoining properties that the roof of the property was permitting rainwater to leak through the roof causing dampness to that adjoining property.
4. Private Housing Standards Officer Mr Alun Whitaker "Officer Whitaker", employed by the Respondent, conducted a land registry search, which shows that Javed Iqbal holds the remainder of an 800 year lease on the property. Mr Iqbal lives in Birmingham.
5. Officer Whitaker is authorised to conduct all inspections and investigations that are relevant to this case.
6. On 15 June 2021 Officer Whitaker, accompanied by Officer Stork, Senior Private Housing Standards Officer, visited the property and carried out an informal inspection of the property. They saw that the attic space was in the process of being converted into a bedroom, causing alterations to be made both to the roof and internally. Enquiries with the sub-tenant established that the roof had been left in this condition for over a year. The property had electrical hazards within it that required urgent attention, there being an imminent risk of serious harm to the occupiers.
7. On 16 June 2021 the Respondent gave notice of an intention to carry out a formal inspection of the property on 23 June 2021.
8. On 23 June 2021 Officer Whitaker and Officer Stork, accompanied by an electrical contractor, visited the property. The electrical contractor carried

out the emergency electrical repairs, being limited only to those hazards that posed a risk of imminent serious harm. Mr Whitaker and Mr Stork carried out an inspection of the property. The officers found that there were hazards contrary to the Housing Health and Safety Rating System (England) Regulations 2005 and Operating Guidance, at the property that required remedial action:

- Damp and mould, a category 1 hazard, with 14 individual faults contributing to that hazard.
  - Excess cold, a category 1 hazard, with 11 individual faults contributing to that hazard.
  - Entry by intruders, a category 2 hazard, the front exterior door failing to lock securely.
  - Personal hygiene, sanitation and drainage, a category 2 hazard, with 2 individual faults contributing to that hazard.
  - Falls on level surfaces, a category 2 hazard, there being a large section of floor in the second-floor rear bedroom that did not have floorboards.
  - Falls associated with stairs, a category 2 hazard, with 4 individual faults contributing to that hazard.
  - Electrical hazards, a category 1 hazard, with 14 individual faults contributing to that hazard.
  - Fire hazard, a category 1 hazard, with 13 individual faults contributing to that hazard.
  - Risk of collision and entrapment, a category 2 hazard, with 4 individual faults contributing to that hazard.
9. The officers took photographs of some of these 64 faults (some faults having more than one photograph) AW5 to AW49 (Respondents bundle, pages 57 to 139).
10. During the inspection the officers spoke to the sub-tenant of the property and asked to be shown the lease to the property. Mr Whitaker took photograph AW50 (Respondent's bundle, page 140) of the tenancy agreement for the property, it states that the landlord was the Applicant and is signed by the Applicant, dated 13 September 2019, being for a term of 6 months. The sub-tenant, Mr D. Sarissky being the tenant, also signed the agreement.
11. The officers saw that there was restricted head room on the second floor stairs leading to the unfinished loft conversion and as a result of that observation made an enquiry of the Respondent's Building Control Department that established that no application had been made to them relating to the loft conversion, these works therefore being unregulated works.

12. On 9 July 2021, an improvement notice was served upon the Applicant, being the person whom Mr Whitaker believed to be the person having control of the property (AW52, Respondent's bundle, pages 152 to 163). A copy was also served upon the Applicant's father, being the long leaseholder of the property. Although not relevant to the alleged offence of failure to comply with this improvement notice the officer also served a prohibition notice relating to the loft conversion.
13. Remedial action was required to commence by 11 August 2021 and be completed by 11 November 2021.
14. There has been no appeal against this improvement notice.
15. On 13 July 2021 Officer Whitaker received a phone call from a person identifying herself as Ms Iqbal, the Applicant's mother. There was a slight language barrier, but the officer is satisfied that both parties to the conversation could understand what was being said and a contemporaneous note was kept of the conversation (AW54, Respondent's bundle, page 175). If the officer had thought it necessary, he could have used a telephone interpretation service, but that was not required.
16. A summary of what Ms Iqbal said is that her son, the Applicant deals with the property, but that he is abroad. When told that the improvement notice could not be suspended, she said that she would contact her son and explain to him that he needs to come home and start the work straight away.
17. On 22 July 2021 Officer Whitaker received a phone call from a person identifying himself as Mr Iqbal, the Applicant's father. There was a slight language barrier, but the officer is satisfied that both parties to the conversation could understand what was being said and a contemporaneous note was kept of the conversation (AW54, Respondent's bundle, page 175).
18. A summary of what was said by Mr Iqbal is that his son the Applicant manages the property but was in Pakistan at that time. Mr Iqbal had given the Applicant money to pay for the loft conversion and his son had given that to the builder who had then done a runner with the money and had not finished the work. He had bought the property at auction for the Applicant who deals with it, the Applicant being a younger man with a university education. Mr Iqbal said that in the absence of the Applicant he would get the work done.
19. On 2 August 2021, at the request of Mr Iqbal, Officer Whitaker met Mr Iqbal who was accompanied by a representative of R. A. Builders (the builders who had failed to complete the loft conversion), at the property.

- Officer Whitaker went through the remedial action that was required with Mr Iqbal and the builder.
20. On 15 November 2021 further notices were served relating another inspection, to take place on 25 November 2021.
  21. On 25 November 2021, Officers Whitaker and Stork attended at the premises and conducted another inspection of the property. Photographs AW56 to AW80 (Respondent's bundle, page 196 to 251) were taken of the faults that were still contributing to the hazards because the remedial action that was required to have been completed by 11 November 2021 had not been properly carried out. The photographs show that 25 such faults had not been remedied and because of that 6 of the 9 previously described hazards were still present at the property, in breach of the requirements of the improvement notice. The hazards that had been remedied were the fourth, fifth and ninth bullet points of paragraph 8, above.
  22. On 30 November 2021 the Respondent served a notice of the Respondent's intention to impose a financial penalty on the Applicant for failing to comply with the improvement notice (AW82, Respondent's bundle pages 261 to 265). This notice specifies an intention to impose a penalty of £25,000.
  23. On 11 January 2022 the Respondent received representations on behalf of the Applicant, along with photographs showing repairs that had been carried out and documents from the builder and sub-tenant (these latter two are referred to as statements, but are more accurately referred to letters (AW86, Respondent's bundle, pages 294 to 316). The Applicant submitted that the fire escape window was to be fitted by 18 January 2022.
  24. Officer Whitaker considered all of these documents but did not agree with the Applicant's representations that the photographs proved that all remedial action, save for fitting an emergency escape window had been attended to and decided that he would need to conduct a further inspection of the property.
  25. A further notice of their intention to inspect was served and on 20 January 2022 Officers Whitaker and Stork attended the premises to conduct that inspection but could not gain access to the property. Photographs were taken of the outside of the property (AW88, Respondents' bundle, pages 329 to 337). The photographs show that the roof was still in an unfinished state, remedial action to exterior drainage pipework had not been completed and the fire escape window had not been fitted.
  26. Officer Whitaker considered the representations and exhibits provided by the Applicant and following the guidance provided by the Respondent, relating to financial penalties (AW81, Respondent's bundle 252 to 260)

- determined that, taking account of the Applicant's representations the financial penalty should be reduced to £16,500 (AW89 and AW90, Respondent's bundle, pages 338 to 344).
27. On 4 February 2022, Officer Whitaker served the final notice imposing a financial penalty on the Applicant of £16,500.
  28. Officer Whitaker attempted to make two further informal inspections of the property. The first was on 25 March 2022 when he failed to gain access to the property but could see that the fire escape window had still not been fitted. The second was on 31 March 2022 when again he failed to gain access. The officer could now see that the fire escape window had been fitted but was unable to check on the standard of materials used.
  29. AW94 (Respondent's bundle, pages 360 to 370) is a financial penalty of £2,500, dated 21 November 2018, relating to the property and imposed upon the Applicant for failure to attend a training course required when a licence for the property under the selective licencing scheme was issued.
  30. The Applicant contends that he cannot be liable to pay a financial penalty because it is his father Javed Iqbal that is the person having control of the property and not himself. In the alternative, the financial penalty is too high, not properly taking account the mitigating features contained within the representations served on the Respondent before the financial penalty of £16,500 was calculated.
  31. Both Parties served a bundle of evidence in advance of the hearing. The Respondents bundle is paginated and indexed and is 370 pages in length. The Applicant served a copy of the application form (served in time) and representations in support of the application. Further, the Applicant served a copy of the Directions in the case and a document containing representations.
  32. The Tribunal members corresponded with each other by email and then by telephone on 12 April 2023 to determine whether or not an inspection of the property would be useful in the determination of the case. The Tribunal decided that it would not be because the Tribunal expected that all remedial work would now have been completed. What mattered to the level of financial penalty was that the remedial action that should have been completed by 11 November 2021 had not been completed by that date. Further, that the remedial action had still not been completed by the dates of the further inspections on 25 November 2021, 20 January 2022 and 25 March 2022.

## **The hearing**

33. The hearing commenced at 10am on 9 May 2023 at Sheffield Magistrates Court. Present were the Applicant with his solicitor Mr Cottam and Officer Whitaker on behalf of the Respondent, with a Sheffield City Council solicitor Miss Ferguson.
34. The Applicant raised a preliminary request that new evidence be submitted to the Tribunal and the Respondent at the start of the hearing. Firstly, a copy of a residential tenancy agreement, dated 10 December 2020, for the property, with the landlord stated as being the Applicant's father Javed Iqbal, there being two tenants, David Sarisky and his partner, Lucia Sarisaa. This was not an original document, but purports to be a photocopy of a document. Secondly, a bank statement of the Applicant's English bank account (sort code and account number displayed) covering 6 May 2021 to 18 November 2021.
35. The Applicant submitted that it was vital to his case that this evidence be admitted because he took the view that both documents support his contention that he cannot be liable to pay this financial penalty because he was not the person in control of the property, it was in fact his father Mr Iqbal who could have been responsible for the offence, or possibly the management agent, Hanna Lettings. The lease goes to establish the fact that Mr Iqbal was the landlord at the time of the offence. The bank statement shows that the rack rent for the property was received by the agent Hanna Lettings and that they might therefore be responsible for the offence.
36. The Respondent objected to the admission of this evidence on the ground that the Respondent is being taken by surprise by service of evidence on the morning of the trial that should have been served during the part of the case in which the improvement notice was served, remedial action being required, or in the representations made before service of the final notice of the financial penalty or at any point during the progress of the appeal against the financial penalty. Further, the bank statement does not have the name of the account holder upon it.
37. The Tribunal retired to consider this application and although agreeing with the Respondent that this evidence should have been submitted at a much earlier point in these proceedings, nevertheless decided to admit the fresh evidence, it being fair and just to do so. The Tribunal agrees with the Applicant that the copy of the lease for the property with a commencement date as shown upon the document might be very persuasive evidence. Further, if the Applicant wishes to submit that the managing agent, Hanna Lettings might be responsible for committing the offence and not the Applicant then a bank statement showing what happened to the rack rent might also be persuasive evidence.

38. The Tribunal admitted the fresh evidence but indicated that the Tribunal would determine what weight it would give to this evidence after hearing all the oral evidence and considering all the written evidence.
39. The Applicant was called to give evidence, but had not submitted a written statement, only documents that contain representations. The Tribunal permitted the Applicant to give evidence even though no witness statement had been served in advance.
40. The Applicant lives in Birmingham. He read the representations already made in the case (Respondent's bundle, pages 294 to 300) and the exhibits (Respondent's bundle, pages 303 to 316) and conformed that they are true to the best of his knowledge and belief.
41. In relation to the Applicants bank account, the sort code and account number were visible but are not repeated for confidentiality reasons. The bank statement shows that during the 7 months covered by the statement, 7 monthly payments were made into the Applicant's account from Hanna Lettings each with a reference of 'house rent'. These represent the £500 per month rent on the property as paid to Hanna Lettings, subject to a 10% deduction for management fees and any other deductions that were required, the remainder being paid into the Applicant's bank account. Over 7 months £3,500 would have been paid by David Sarissky and after deductions, Hanna Lettings paid £2,920 into the Applicant's bank account.
42. The Applicant stated that this was being paid into his bank account because of a debt that his father owed him and that was being repaid at £800 per month. There is nothing in writing relating to this debt, it being a verbal agreement. The rent for the property would be topped up to £800 per month by his father paying money into this account. However, if this were correct then the Applicant's father would have to pay a total of 7 payments at £800, being £5,600 and the rent would be £2,680 short of that figure. There is only one payment into the account during this period from the Applicant's father, recorded as a payment from Iqbal J. and that is for £1,000 on 26 August 2021. That does not appear to match up to the under payments of the purported £800 per month debt, because at that time the under payment would have been £1,650.
43. The Applicant stated that Hanna Lettings were first engaged in September 2019, but were dismissed during 2022 because they were deducting too much from the rent payments. Since then either his father, his brother or himself has travelled up from Birmingham once per month to collect the rent in cash at the door of the property.



44. The Applicant agreed that when the property had been subject to selective licensing, the licence for the property had been in his name. Further, he has another property that is rented out at 54 Popple Street, Sheffield.
45. The Applicant stated that he might previously have signed other tenancy agreements for the property before 13 September 2019, if he was available and his father was not.
46. Going back to a time before the period covered by this case the Applicant had received the rent for this property and arranged for repairs. He could not say when he had stopped acting as landlord for the property, but it was before the period covered by this case. All he has done in recent years is assist his father.
47. The Applicant was referred to the contemporaneous notes of the conversations between officer Whitaker and his mother and his father (referred to above).
48. The Applicant offered the opinion that these conversations had been incorrectly recorded by the Officer who had improperly added things that his parents had not said. The Officer has lied about these conversations in his witness statement.
49. The Applicant agreed that an invoice for window work (Respondent's bundle, page 305) was in his name and not his fathers.
50. The Applicant agreed that when he returned to England from Pakistan in September 2021, he had immediately instructed R A Builders to carry out the remedial work as required by the improvement notice. He was just helping his father to get the work done.
51. The Applicant stated that because of the remedial work that had been done before the issue of the intention to demand a financial penalty notice, the penalty was too severe. The Applicant would not agree that the remedial works done were the matters that could easily be put right and that in fact there was far more outstanding than had been remedied.
52. The Applicant wanted to raise for the first time his financial circumstances as a reason for mitigating the financial penalty. The Tribunal explained that this could only be done by raising the issue in advance of the hearing and providing a full schedule of all income and outgoings that could then be considered in advance of the hearing. The Tribunal would not permit this type of information to be provided orally at the hearing without any prior notice.
53. The Respondent's witness, Officer Whitaker was then called to give evidence. He had prepared a witness statement, that does contain a

- certificate as to the truth of its content (Respondent's bundle, pages 7 to 16). This was allowed to stand as his evidence in chief.
54. Officer Whitaker dealt with the Applicant's allegation that Officer Whitaker has lied in his witness statement about the content of two conversations with the parents of the Applicant. The Officer stated that he would not lie in these circumstances. To do so would needlessly put his employment in peril. He understood what was being said by the Applicant's parents and recorded the conversations contemporaneously. In short both were saying that the Applicant was in control of the property.
  55. The improvement notice had to be served upon the person in control of the property, or the person managing it. In deciding who was in control of the property the Officer took into account fact that when the sub-tenant David Sarissky had been asked to produce his tenancy agreement, he had produced the tenancy agreement photographed by the Officer (AW/50, Respondent's bundle, page 140). This lease states that the Applicant is the landlord of the property. There was no mention of Hanna Lettings at that time and that lettings agent is not referred to on the lease. Enquiries revealed that during selective licensing the Applicant had been licensed as the landlord.
  56. The Officer stated that for an improvement notice to be valid and therefore enforceable it must be served on the appropriate person and in this case that is the Applicant. He added that having now seen the Applicant's bank statement, that supports the fact that the Applicant was in control of the property because he was receiving the rack rent from Hanna Lettings.
  57. The Officer was asked about the copy of the tenancy agreement served today in the tribunal room and said that if it were the lease for the property as of 23 June 2021 the sub-tenant would have produced that lease and not the one photographed and exhibited (as above).
  58. The Officer had telephone conversations with the Applicants parents who had not mentioned any lease that could show that the Applicants father was the person in control of the property. The Officer had met the Applicants father at the property and gone through the remedial action required. Mr Iqbal indicating that he would get the work done in the absence of the Applicant.
  59. The Officer stated that the hazards at the property might not be the most serious that he had ever seen, but they were very serious requiring emergency repair and a prohibition notice. However, he considered a financial penalty to be appropriate rather than a prosecution.
  60. The Officer went through the process involved in calculating the financial penalty in detail, referring to exhibits as he explained his calculations. The

offence having been committed was failure to comply with the remedial action required in the improvement notice.

61. The Respondent's Civil Penalty Intervention and Enforcement Policy is exhibited at AW81 (Respondent's bundle, pages 252 to 260). The Tribunal now recites a summary of the process followed and matters considered by Officer Whitaker, for full detail please refer to the exhibits referred to in the Respondent's bundle.
62. The Officer considered the fact that the Applicant has a prior history of failing to comply with this legislation in that he has previously been subject to a financial penalty for failing to attend a training course required in the selective licencing procedure (three training courses having been run that the Applicant could have attended). The Applicant is an experienced landlord having two properties on let to sub-tenants. The Applicant left the property with its loft conversion only partly completed for a long period of time. Initially the Officer determined that culpability was high.
63. The Officer considered that there was a high risk of harm to persons in the property, requiring emergency remedial action and that the level of disrepair was having a serious effect upon occupiers extending to the occupiers of an adjoining property. As such the Officer considered harm to be high. The civil penalty amount matrix therefore suggested a civil penalty of £25,000 (determination at AW83, Respondent's bundle, pages 266 to 268). This is the figure stated on the notice of intent to impose a financial penalty.
64. The Applicant served representations, drafted by Wilford Smith Solicitors (Respondent's bundle, AW86, pages 294 to 300). The Officer then redetermined the culpability in the case to be medium, but harm remaining at high. The civil penalty amount matrix therefore suggested a civil penalty of £15,000 (determination at AW90, Respondent's bundle, pages 340 to 344).
65. The Officer then had to assess whether there are any mitigating or aggravating features. Officer Whitaker considering these representations prepared a document AW89 (Respondent's bundle, pages 338). He considered the aggravating features as being that the loft conversion had been commenced without involvement of building control, that 24 items in need of remedial action were still outstanding on 25 November 2021 and that the Applicant had left England without ensuring that there was adequate management provision in his absence. Increasing the penalty by 30%.
66. Mitigating features were that some of the remedial action had been carried out before 25 November 2021 and more had been completed after that

date. Some of the disrepair was as a result of the actions of the sub-tenant. Decreasing the penalty by 20%. The Officer calculating that the penalty should be increased by 10% to £16,500. The Officer could see no reason to alter this figure and the final notice therefore demands payment of £16,500.

## **The Law**

### **The Housing Act 2004**

#### **Section 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.

**Paragraph 10 of schedule 13A**

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.

**Section 263. Meaning of “person having control” and “person managing” etc.**

(1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.

## **Deliberations**

67. The Tribunal first considers the issue raised by the Applicant that he is not the correct person to have been made to pay a civil penalty in this case. The person in control of the property was either his father or possibly Hanna Lettings.
68. The Tribunal notes that when the property required a licence because of selective licencing it was the Appellant that accepted a financial penalty for failing to attend a training course required by that licence. Further the licence issued was in the Applicant's name.
69. The lease produced by the sub-tenant David Sarissky, on 23 June 2021, states that the Applicant is the landlord of the property. The Tribunal agrees with the Respondent that if there had been a more up to date lease, then Mr Sarissky would have produced it. Due to the circumstances in which this lease was produced to Officer Whitaker, the Tribunal determines that the lease produced by Mr Sarissky is the lease for the property that has then continued to roll on as the lease in force during the time period relevant to this case.
70. Further, the Tribunal accepts the evidence served for the first time today in the Applicant's bank statement. The Applicant can be seen to have received the rack rent for the property during the seven months that are covered by the bank statement.
71. The Tribunal rejects the Applicant's suggestion that Hanna Lettings may be the person in control of the property because they accepted payments made to them of the rent. They received the money and after making appropriate deductions forwarded it the Applicant, he being the person in control of the property.
72. The Tribunal rejects the copy of the lease produced by the Applicant in the tribunal hearing today. If that were a genuine lease it would have been produced by Mr Sarissky to Officer Whitaker. Further, it would have been produced by the Applicant at a much earlier stage than today. Further, the Applicant would have raised an appeal against the improvement notice on the basis that he was not the appropriate person on which to serve such a notice.
73. The Tribunal rejects the Applicant's oral evidence given during today's hearing that the rack rent was being diverted to him instead of being paid to his father because there was an oral agreement between the two of them that the father pay the Applicant a sum of £800 per month to satisfy a debt. There is no supporting evidence that this is the case and the bank

- account statement does not support this suggestion as the money paid over as rent was far less than was needed to satisfy such a debt.
74. The Tribunal accepts Officer Whitaker as an honest witness. He had to determine who had control of the property so that a valid improvement notice could be served to deal with this property that was in a seriously hazardous condition. He decided that the Applicant was that person.
  75. Subsequently Officer Whitaker spoke to both parents of the Applicant over the telephone. The Tribunal accepts the contemporaneous notes of these discussions and they clearly indicate that the Applicant was the person in control of the property.
  76. Officer Whitaker then spoke to Mr Iqbal during a visit to the property in which Mr Iqbal and a builder were told what remedial action was required. This was an opportunity for Mr Iqbal to mention any other lease that existed, but that was not done.
  77. The Tribunal is satisfied beyond any reasonable doubt that the Applicant was in control of the property during the period relevant to this case and has committed the offence of failing to comply with the improvement notice, contrary to section 30 of the Act. The Applicant failed to complete the remedial work required by that improvement notice during the period in which that remedial action had to be taken.
  78. The Tribunal now considers the financial penalty of £16,500.
  79. The Tribunal has considered the representations made by the Applicant during the period between the two notices in this case.
  80. The Tribunal agrees with the way in which Officer Whitaker dealt with these representations. The Tribunal determines that the financial penalty of £16,500 is fair and just. The Tribunal confirms the final notice and the penalty of £16,500.

## **The Decision**

81. The Tribunal Decides that it is satisfied beyond any reasonable doubt that the Applicant was in control of the property during the period relevant to this case and has committed the offence of failing to comply with the improvement notice, contrary to section 30 of the Housing Act 2004.
82. The Tribunal confirms the final notice in this case.
83. Appeal against this Decision is to the Upper Tribunal. Any party wishing to appeal against this Decision has 28 days from the date that the Decision is sent to the parties in which to deliver to this First-tier Tribunal an

application for permission to appeal, stating the grounds for the appeal, the paragraph numbers of the Decision appealed against, the particulars of such grounds and the result that the appellant seeks as a result of raising the appeal.

Judge C. P. Tonge

Date this Decision and order sent to the parties 1 June 2023