FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CHI/00HG/HIN/2023/0026**
Property	**:**	**128 Central Park Towers, Plymouth, Devon PL4 6NE**
Applicant	**:**	**Saeed Vahidi**
Respondent	**:**	**Plymouth City Council**
Representative	**:**	**Sancho Brett (Counsel).**
Interested parties	**:**	**Central Park Towers Management RTM Company Ltd.** **Grey GR Limited Partnership**
Type of Application	**:**	**Appeal against an Improvement Notice issued under Section 12 of the Housing Act 2004. (Appeal pursuant to Schedule 1 Part 3 Paragraphs 10, 11 and 12 of the Act.)**
Tribunal	**:** **:**	**Judge T. Hingston** **Mr. E. Shaylor** **Mr. L. Packer.**
Date of Decision		**14th December 2023**

DECISION OF THE TRIBUNAL.

The Tribunal determined that the service of an Improvement Notice was the appropriate course of action for the Respondent Local Authority to take at the relevant time, and accordingly it is ordered that the Improvement Notice is confirmed.

Brief background.

1. Central Park Towers is a residential double block of flats built into a slope, with 8 storeys including a basement, ground floor and six storeys above. The building was completed in 2004 and it comprises 200 studio flats and 4 penthouse flats, with a planning condition which restricts occupancy to students in full-time education unless permission is granted by the Local Authority. The height of the building from ground level to the floor of the 6th storey is 19.3 meters. It therefore qualifies as a 'High Risk Building' within the meaning of the Building Safety Act 2022.

2. In 2017/2018 the original freeholders of the building sold the freehold to Grey GR Limited.

3. In October 2019 the Central Park Towers RTM Company was formed, and on the 1st of July 2020 they took over management of the property, appointing Smeaton Block Limited as their managing agents. They also instructed a company called Socotec UK Limited to inspect the external walls with a view to completing an EWS1 form.

4. Following receipt of the Socotec report in July 2021 the RTM and Smeaton Block Ltd. applied for government funding for important fire safety works to the building.

5. In October 2022 a government grant of £1.79m from the Building Safety Fund was approved for remediation works to the external cladding. The cladding works commenced in November 2022, and Plymouth City Council were made aware that contractors were on site and the necessary works were progressing.

6. In February 2023 Mark Chubb, High-rise Buildings Team Manager at Plymouth City Council, conducted an inspection of the building, and in March 2023 Mr. Chubb produced an HHSRS assessment for the hazard of Fire, which concluded that there was a 'high Category 2 hazard'.

7. Following communications with all interested parties, including Devon and Somerset Fire and Rescue Service, Mr. Chubb held a multi-agency meeting with the Directors of the RTM (Paul Dear and Rokesh Bhalla), the Director of Smeaton Block Limited (Helen Hynard) and Paul Hawke from DSFRS on the 27th of April 2023. Although some of the necessary works were already in progress, an Improvement Notice was proposed and the details and timescales for compliance were discussed with the Directors of the RTM Company.

8. On 5th June 2023 an Improvement Notice under Section 12 of the Housing Act 2004 (with supporting Schedule of Works and Statement of Reasons) was served upon all leaseholders who were members of the RTM Company.

Copies were also served upon all occupiers of the building, upon the freeholders and their agent, and upon the RTM Company's managing agents.

9. On the 26th of June 2023 Mr. Vahidi lodged his Application to Appeal against the Improvement Notice.

10. Directions were given, and the matter was listed for hearing at Havant Justice Centre on Tuesday 21st November 2023 at 10 a.m.

INSPECTION.

11. No inspection was undertaken, as none had been requested by the parties.

HEARING:

12. The hearing was attended via video link by the following people:-

Mr. S Vahidi – Appellant/Applicant
Ms. Helen Hyland – Director – Smeaton Block Management
Mr. Paul Dear – Director – Central Park Towers RTM Co. Ltd.
Mr. Sancho Brett – Counsel for Plymouth City Council
Ms. Cathy Morley – Solicitor " " " "
Mr. Mark Chubb – formerly High-rise Buildings Team Leader for Plymouth CC.
Mr. Dave Ryland – Community Connections Strategic Manager for Plymouth CC.

13. There was a preliminary discussion as to the nature of the Appeal, in order to clarify whether Mr. Vahidi was submitting either: -
i) that the Improvement Notice should have been served on another person, and/or that another person should be responsible for carrying out the remedial works to the property and/or paying towards such works (i.e. under Schedule 1 Part 3 Paragraph 11 of the Housing Act 2004, as below), or
ii) that the appropriate course of action would have been for the local authority to serve a Hazard Awareness Notice instead (under Paragraph 12 of the said Schedule.)

14. Mr. Vahidi accepted that, although others may have been responsible for flawed construction and the absence of appropriate Fire Safety measures at Central Park Towers in the first place, the current 'owners' of the specified premises on whom an Improvement Notice should be served - as the only parties who had power (and responsibility) to carry out the necessary works to the external structure and common parts of the building - were the leaseholders who were also members of the RTM Company.

15. Accordingly, it was confirmed that the Appeal was on the basis that a Hazard Awareness Notice would have been more appropriate in the circumstances, under Paragraph 12 of the Schedule as above.

APPELLANT'S CASE

16. Mr Vahidi put forward his case through a combination of written submissions, exhibited documents and oral evidence.

Responsibility for the issues at Central Park Towers.

17. Firstly, Mr. Vahidi had pointed out that the building had been granted a Building Regulation Completion Certificate on the 14th of July 2004, and he said that a search done by his solicitors at the time that he purchased two of the flats in September 2018 confirmed that the building had full planning approval. It was submitted that any inherent defects in the design and construction should be resolved between the freeholder and/or builders and developers on the one hand and the City Council which had approved the plans on the other. It was further argued that leaseholders who had purchased their flats in good faith should not be held responsible for the remedial works.
In particular, Mr. Vahidi submitted that the requirements in the Improvement Notice for works to the structural fire protection and smoke control systems showed that the original builders and developers had failed to ensure that the building was safe, and Plymouth City Council should not have approved the plans or issued the Certificate.

Responsibility for taking action.

18. Mr. Vahidi had argued that the reasoning in the case of *Hastings Borough Council v. Braear Investments Limited 2015* did not apply to the current situation, because in *Hastings* the Notice was served in respect of a much older building, in circumstances where the RTM company had failed to use grant funds to carry out repairs to the common parts.

However, following discussion at the beginning of the Hearing, Mr. Vahidi accepted that the leaseholder members of the RTM company were now the only parties who had the power to take the necessary steps to make the building safe.

Need for an Improvement Notice.

19. As to the necessity for an Improvement Notice, Mr. Vahidi gave evidence that the RTM company, working with Smeaton Block Limited, had taken control of a badly-managed building and had made significant progress since 2020. They had commissioned the Socotec report, liaised with representatives from the City Council and with Devon and Somerset Fire and Rescue Service, and actively engaged in improving building safety and mitigating fire risks. It was his contention that the RTM company should be praised for taking such a positive approach, rather than being penalised by an Improvement Notice.

20. It was further argued by Mr. Vahidi that many of the necessary remedial works had already been completed by the time of the Improvement Notice, and he asked for a re-calculation of the Hazard scoring system which had, in his view, wrongly taken account of cladding issues which had mainly been resolved. A 'Completion Certificate' dated 3rd October 2023 for the works comprising *'Replacement of EWI, cladding replacement (with additional works to undercroft) and implementation of cavity barriers into brickwork cavity walls…'* was exhibited.

21. In a further 'Case Management Application' dated 20th November 2023, Mr. Vahidi sought to introduce evidence of a recent form EWS1 dated 7th November 2023, which

had been issued in respect of the remedial works to the exterior cladding of the building by Eddie Khoury of Socotec. This form states that:
'I have concluded that in my view the fire risk…is sufficiently low that no remedial works are required.'

Validity of Hazard assessment.

22. Mr. Vahidi queried Mr. Chubb's qualifications as a suitable person to complete the assessment of the building, and challenged the reference to 'vulnerable persons' in calculating the hazard score, as he stated that all the occupants of the flats were young students.

Impact of Improvement Notice.

23. Mr. Vahidi stated that the value of flats at Central Park Towers had dropped substantially as a result of the risk assessment and the Improvement Notice. Insurance premiums had also been affected. Leaseholders were losing money on their investment but the developer had just sold off the freehold, 'pocketed the money', and disappeared.

Hazard Awareness Notice as alternative.

24. Overall, in the light of the RTM's responsible and cooperative attitude, Mr. Vahidi submitted that the Improvement Notice was unnecessary and inappropriate and a Hazard Awareness Notice would have been sufficient.

25. Mr. Paul Dear, Director of the RTM company, gave evidence in support of Mr. Vahidi's Appeal by way of both a sworn witness statement and by oral evidence at the hearing.

26. Mr. Dear had been present at the joint agency meeting on 27th April 2023, at which Mr. Chubb had discussed the remedial works, explained the Local Authority's position to the RTM directors and proposed that an Improvement Notice was the most appropriate way forward. For his part, Mr. Dear did not recall Mr. Chubb putting forward any alternative options and he accepted that he had not formally objected to the idea of an Improvement Notice. However, he agreed with Mr. Vahidi in saying that a Hazard Awareness Notice would have been sufficient in the circumstances.

27. In support of this argument Mr. Dear quoted from the '*Housing Health and Safety Rating System (HHSRS) Enforcement Guidance*', in which it was suggested that landlords faced with possible enforcement action should be given a clear explanation of what needed to be done to comply, and they should then be given an opportunity to resolve the issues before formal action was taken. The Guidance also suggested that where a landlord agreed to take action quickly and the authority was confident that this would be done, a Hazard Awareness Notice could be a suitable alternative approach.

28. Ms. Helen Hynard of Smeaton Block Ltd confirmed that they had been liaising with contractors carrying out remedial works and with the City Council. It was anticipated that the works would cost more than the grant obtained from the Building

Safety fund, but outstanding sums would be raised from leaseholders in accordance with the Section 20 consultation procedures of the Landlord and Tenant Act 1985.

29. In conclusion, it was conceded by Mr. Dear that the diminution in value of the flats would have been inevitable regardless of whether the authority had issued an Improvement Notice or a Hazard Awareness Notice: both would have showed up on a search by prospective purchasers.
Similarly, insurance premiums would reduce again once the works had been done, and he accepted that the leaseholders had probably not suffered any prejudice as a result of the decision to issue the former type of Notice rather than the latter.

30. On behalf of the Appellant Mr. Vahidi it was agreed that the necessity for the works outlined in the Improvement Notice were not disputed, it was the method of enforcement which was in issue.

RESPONDENT'S CASE.

31. On behalf of the Respondents, Plymouth City Council, Mr. Brett submitted a 'Summary of Legal Principles' and called Mr. Mark Chubb to give oral evidence in addition to his detailed witness statement.

Responsibility for the issues at Central Park Towers.

32. As to the responsibility of the original developers and contractors who had built Central Park Towers, it was not disputed that some of the issues may have arisen as a result of flaws in the design and construction. However, it was submitted that the Building Regulations Certificate and planning approval did not necessarily guarantee fire safety compliance under the current requirements.

33. The Completion Certificate, in any event, contained the following proviso:

'This certificate is evidence, but not conclusive evidence, that the requirements specified in the certificate have been complied with.
This certificate does not relate to any work carried out to which the regulations did not apply on this occasion.'

34. Mr. Brett pointed out that the RTM company and/or the leaseholders could consider taking action against other parties under the provisions of the Building Safety Act 2022, which provides for some types of relief such as Remediation Contribution Orders.

Responsibility for taking action.

35. It was submitted that the local authority had correctly identified who the Improvement Notice should be served upon. The Tribunal's attention was drawn to Schedule 1 Paragraph 4(2) of the 2004 Act, which provides that:
'The local housing authority must serve the notice on a person who-
(a) is an owner of the specified premises concerned, and

(b) in the authority's opinion ought to take the action specified in the notice.

36. The case of *Hastings B.C.* (as above) was cited as authority for the proposition that leaseholder members of the RTM company were the appropriate persons on whom to serve an Improvement Notice, as they were 'owners' of their flats and had taken over responsibility for the external structure of the building and the common parts from the freeholder. They were therefore the only parties who had the power to carry out the necessary works, and they thus fulfilled both of the necessary criteria. Although it was correct that the building in the *Hastings* case was a much older building and the situation was different in some respects, the principle still applied.

Necessity for Improvement Notice.

37. The Tribunal's attention was drawn to Section 3 of the Housing Act 2004, under which the local authority is obliged to keep housing conditions in their area under review in order to consider action which may need to be taken in respect of identified hazards.

38. In this case the Council was satisfied that a category 2 hazard existed, and under Section 7 of the 2004 Act they had the power to take enforcement action:

'(1) The provisions mentioned in subsection (2) confer power on a local housing authority to take particular kinds of enforcement action in cases where they consider that a category 2 hazard exists on residential premises.' The subsection (2) provisions include:

(a) section 12 (power to serve an improvement notice)...' and *(c) section 29 (power to serve a hazard awareness notice).'*

39. Mr. Chubb gave evidence about his qualifications and experience, and he confirmed that he was fully qualified to undertake the inspection and assessment of the building on behalf of Plymouth City Council. He had been jointly involved with the Fire and Rescue officers in respect of High Risk Building regulation for 10 years, and he had carried out the assessment of Central Park Towers together with Paul Hawke from the Devon and Somerset Fire and Rescue Service. He confirmed that there had been a number of issues identified during the inspection (as per his report), and these issues included both the dangerous cladding and the absence of a full application of fire-retardant paint to the steel framework of the building's structure.

40. The Inspection notes from 22nd February 2023 were provided to the Tribunal and to the other parties, together with copies of the HHSRS Assessment of the building, and the 'High-Rise Buildings Team Report' of 4th April 2023.

41. The Tribunal was referred to a letter dated 2nd March 2023 (Page 137 of the bundle) from Guy Cooper, Building Control Manager at Plymouth City Council, to Grey GL Ltd. (freeholders of the building). This letter was copied to representatives of the RTM, to Smeaton Block Ltd., and to the Fire and Rescue Service. The letter stated that:

'There appear to be some historical defects on the existing structure and the one of main concern at present (discovered when the existing cladding was removed) is the fire protection of the steel frame of the main structure which is reported to be inadequate...'

'…In conclusion and for absolute clarity we are in an unusual position where we will be able to issue a ***completion certificate*** *for the cladding works once satisfactorily installed …****however this does not mean that the external wall will satisfy the required standard for fire safety if remedial works are not carried out to the existing frame.'***

42. This letter was followed by a letter from Fire Officer Andrew Rich to Helen Hynard of Smeaton Block Ltd. dated 3rd March 2023, which confirmed that:

'Following the commencement of the remediation works to the external cladding it has become apparent that the structural steelwork to the building does not appear to have the requisite fire protection…'
'You should therefore review your fire risk assessment as a matter of urgency, especially as the cladding remediation works are currently in progress.'

43. In the light of these concerns, and because it appeared that the issues with the steel structures may not have been resolved before the cladding was replaced, Mr. Chubb stated that neither the Completion Certificate of 3rd October 2023 nor the EWS1 form of 7th November 2023 was conclusive evidence that the building was safe.

44. However, Mr. Chubb gave evidence that he had worked closely together with the RTM company, with Smeaton, and with the Fire and Rescue Service throughout the process, and they had all discussed and considered the various options as to how to resolve the safety issues at Central Park Towers. In his email of 4th May 2023 to Mr. Dear, Mr. Bhalla and Helen Hynard (Page 215 of the bundle) Mr. Chubb referred to their meeting of the previous day in which the draft Improvement Notice had been gone through, Appeals procedures explained and terms clarified.

45. Mr Chubb stated that he had taken account of the fact that the student occupiers of many of the flats had exams coming up, so the service of the Improvement Notice had been delayed, and there was to be a covering letter attached to the Notice stating that all parties were working together to 'raise condition standards' in the building and that the Improvement Notice was:
'*just a formalisation of some works that are already happening and identifying some additional works …'*

46. Because of the outstanding concerns about fire safety Mr. Chubb stated that it was concluded that the Improvement Notice was the most appropriate course of action for the Council to take. The particular hazards in this type of block (as set out below) meant that there would be a continuing risk to life until the issues were resolved. However, there were possible solutions to the 'Structural Fire Protection' problems, as put forward in the 'Conclusions and recommendations' section of the High-Rise Buildings Team Report of April 2023 (Page 244 of the PDF bundle), where it states:
'Pending the completion of a Type 4 Fire Risk Assessment or alternative report, with findings to the contrary, the following works are appropriate considerations at this time. To overcome this deficiency, and to suitably lower the associated hazard, either option (a), or options (b)&(c) should be implemented: -

a) Arrange for a structural engineer or member of the Association of Specialist Fire Protection Engineers to survey and examine the adequacy of the fire protection to structural steel members to the entire building. Where inadequate protection is

found, provide fire protection in-line with building regulations as appropriate ensuring that adequate corrosion protection in-line with building regulations is also provided. Documentary evidence or certificates of adequate fire protection should then be provided within 7 days of receipt of
the documentation. Or

b) Arrange for a suitably qualified Fire Engineer to review mitigating measures as an alternative to adding fire protection to the structural steel (e.g. Category 2 sprinkler system designed to conform to the requirements of BS 9251), presenting the proposal to the local authority within 7 days of receiving the report, and before works commence (and)

c) If looking to proceed with fire engineered solution, as an alternative to upgrading the fire protection of the structural steel, instruct a suitably qualified/competent contractor to install the fire engineered solution. Also ensure that necessary applications are submitted through an appropriate Building Control body.

47. In his oral evidence at the hearing Mr. Chubb confirmed the above, saying that if a suitably qualified person carried out a full inspection of the building in its current state and concluded that there was no need for the fire-retardant paint, the Council would consider that the Improvement Notice had been complied with.

Validity of Hazard Assessment

48. Mr. Chubb explained that his assessment of the HHSRS Score of 636 Band D, was based upon his inspection and findings on 22nd February 2023. Band D is the highest rating within Category 2.

49. A number of relevant factors were highlighted to the Tribunal, in that the nature of the building (as a 'large, complex building') at Central park Towers makes it 'high-risk.' In particular, Mr. Chubb explained that multi-occupancy buildings, with many flats and/or bedsits with separate cooking facilities in buildings of 3 storeys or more, have a far higher incidence/likelihood of fires than 2-storey dwellings. As a result the design and construction should minimise the risk of fire spreading and enable residents to escape safely.

50. Mr. Chubb stated that the concerns about the steel structure of the building had arisen because steel does have an inherent protection from fire, but without the application of intumescent (or fire-retardant) paint, which gives 90 minutes of protection, it would start to degrade, twist and bend, causing compartmentation problems and giving insufficient time for people to escape.

51. As to the question of whether there are 'Vulnerable persons' in the building, Mr. Chubb stated that the assessment has to be done on the basis that there may or may not be 'vulnerable people' living there: it is always possible that some of the residents, whether they are students or not, could have disabilities or health issues which would be significant in the event of fire.

52. In terms of the Hazard score under the HHSRS system, Mr. Chubb accepted that one of the identified hazards in the assessment was the cladding, and that at the time the Improvement Notice was served the remediation works to the cladding were

already well under way. However, he explained that even if the '6 points' attributable to the cladding were removed, the building would still have fallen into the same bracket in terms of risk and would still have been a 'high Category 2 hazard.' In any event the crucial time for determining the risk was at the time of the inspection, when the cladding had not been fully replaced and the risk remained high.

53. When questioned by Mr. Vahidi as to why he had not waited until the remedial works were completed in October 2023, Mr. Chubb answered that once he had identified the hazard, he had to take appropriate action. He pointed out that - 'A fire could happen any day.' The Improvement Notice was not served in fact until June, because of other matters which were taken into consideration (such as the students' exams). The Council had allowed a reasonable period of time for compliance.

54. On behalf of the City Council it was fully acknowledged that the RTM and their managers Smeaton Block Ltd had been proactive and cooperative about necessary works. Engagement with all parties had been good. However, the local authority still had a responsibility to ensure that the building was made fully compliant as quickly as possible.

Hazard Awareness Notice as alternative.

55. On behalf of the Respondent Council it was accepted that a Hazard Awareness Notice could sometimes be appropriate where the risks were less severe, but in the case of Central Park Towers there was a high risk to a large number of people. An Improvement Notice compelled action, whereas a Hazard Awareness Notice merely advised action.

56. In conclusion Mr. Brett submitted that the Improvement Notice had been fairly and properly considered by all concerned, and it was the correct action for the Council to take in the particular circumstances.

57. As to the question of the nature of the Tribunal's task in considering this Appeal, the case of *Waltham Forest LBC v Hussain [2023] H.L.R. 40* was cited, in that the material time for considering whether an Improvement Notice was necessary and appropriate was the time of the inspection, i.e. February 2023.

TRIBUNAL FINDINGS AND DECISION.

58. The Tribunal accepted that the only live issue between the parties was whether a Hazard Awareness Notice should have been served, rather than the Improvement Notice.

59. The Tribunal was satisfied that the Improvement Notice had been served correctly on the leaseholder members of the RTM company, applying the *Hastings* case.

60. The Tribunal was further satisfied that Mr. Chubb was qualified to undertake the assessment of risk, and that his application of the HHSRS Scoring system was appropriate.

61. All parties appeared to be generally in agreement as to the contents of the 'Schedule of Works': it was accepted that these works were necessary.

62. All parties acknowledged that there was a need for action to ensure that the building was safe.

63. The Tribunal agreed that the relevant time for assessing the need for the Improvement Notice was the time of inspection, i.e. the 22nd of February 23.
Although the Housing Act 2004 provides that an Appeal : -
'*may be determined having regard to matters of which the authority were unaware',* this is only to the extent that those matters throw light on the question of whether the Local authority's decision was wrong at the time it was taken.

64. The Tribunal was satisfied that the Local Authority had gone through a very thorough assessment and consultation process before issuing the Improvement Notice, and the RTM company had been given the opportunity to object to it at the meeting on 27th April 2023 but had not done so.

65. In terms of the impact of the Improvement Notice, the evidence was that there would have been little difference, if any, to the scale and cost of the works if the Improvement Notice had not been served. It was also conceded that the value of flats in the building, and the level of insurance premiums, would have been equally affected if a Hazard Awareness Notice had been issued rather than an Improvement Notice. Accordingly, the Tribunal did not find that the leaseholders had suffered prejudice as a result of the Local Authority's decision to issue the latter rather than the former.

66. In this case, although the Local Authority readily acknowledged that the RTM company and their agents had agreed to undertake the works and were in the process of doing so, action can falter and there were still risks and concerns which required the Local Authority to intervene. Because of the level of risk, and the high number of people at risk, it was not unreasonable for Plymouth City Council to give itself the power to take enforcement action without delay (as allowed under an Improvement Notice, but not a Hazard Awareness Notice). It was found that their actions were proportionate.

67. In conclusion, the Tribunal is satisfied that issuing an Improvement Notice was a necessary and appropriate step for the Respondents to have taken in the circumstances, and the Improvement Notice is confirmed.

APPENDIX.

RELEVANT LAW.

Housing Act 2004 , Part 1 Chapter 2.

Improvement notices relating to category 2 hazards: power of authority to serve notice

Section 12 (1) If (a) the local housing authority are satisfied that a category 2 hazard exists on any
residential premises, and
(b) no management order is in force in relation to the premises under Chapter 1 or 2 of Part 4,
the authority may serve an improvement notice under this section in respect of the hazard.

(2) An improvement notice under this section is a notice requiring the person on whom it is served to take such remedial action in respect of the hazard concerned as is specified in the notice in accordance with subsection (3) and section 13.

(3) Subsections (3) and (4) of section 11 apply to an improvement notice under this section as they apply to one under that section.

(4) An improvement notice under this section may relate to more than one category 2 hazard on the same premises or in the same building containing one or more flats.

(5) An improvement notice under this section may be combined in one document with a notice under section 11 where they require remedial action to be taken in relation to the same premises.

(6) The operation of an improvement notice under this section may be suspended in accordance with section 14.

Housing Act 2004 Schedule 1 Part 1.

Service of improvement notices: common parts
Paragraph 4 (1) This paragraph applies where any specified premises in the case of an improvement
notice are—
(a) common parts of a building containing one or more flats; or
(b) any part of such a building which does not consist of residential premises.

(2) The local housing authority must serve the notice on a person who—
(a) is an owner of the specified premises concerned, and
(b) in the authority's opinion ought to take the action specified in the notice.

(3) For the purposes of this paragraph a person is an owner of any common parts of a building if he is an owner of the building or part of the building concerned, or (in the case of external common parts) of the particular premises in which the common parts are comprised.

Housing Act 2004 Schedule 1 Part 3.

Appeal against improvement notice:

Paragraph 10 (1) The person on whom an improvement notice is served may appeal to the appropriate tribunal against the notice.

(2) Paragraphs 11 and 12 set out two specific grounds on which an appeal may be made under this paragraph, but they do not affect the generality of sub-paragraph (1).

11 (1) An appeal may be made by a person under paragraph 10 on the ground that one or more other persons, as an owner or owners of the specified premises, ought to
(a) take the action concerned, or
(b) pay the whole or part of the cost of taking that action.

(2) Where the grounds on which an appeal is made under paragraph 10 consist of or include the ground mentioned in sub-paragraph (1), the appellant must serve a copy of his notice of appeal on the other person or persons concerned.

12 (1) An appeal may be made by a person under paragraph 10 on the ground that one of the courses of action mentioned in sub-paragraph (2) is the best course of action in relation to the hazard in respect of which the notice was served.

(2) The courses of action are—
(a) making a prohibition order under section 20 or 21 of this Act;
(b) serving a hazard awareness notice under section 28 or 29 of this Act; and
(c) making a demolition order under section 265 of the Housing Act 1985.

15 (1) This paragraph applies to an appeal to the appropriate tribunal under paragraph 10.

(2) The appeal—
(a) is to be by way of a re-hearing, but
(b) may be determined having regard to matters of which the authority were unaware.

(3) The tribunal may by order confirm, quash or vary the improvement notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.