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

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| **Case reference** | **:** | **CAM/00KG/HMC/2023/0001** |
| **Property** | **:** | **3 Stanford Court, Central Road, Stanford-Le-Hope, Essex SS17 0GO** |
| **Applicant** | **:** | **Shawnee Marlton** |
| **Respondent** | **:** | **Icon The Green Limited** |
| **Representative** | **:** | **Tobi Ayandare** |
| **Type of application** | **:** | **Application for Rent Repayment Order under section 41 Housing and Planning Act 2016** |
| **Tribunal members** | **:** | **Judge K. Saward**<br>**Mr R. Thomas MRICS** |
| **Date of hearing** | **:** | **25 January 2024** |
| **Date of decision** | **:** | **12 February 2024** |

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**DECISION AND REASONS**

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## Description of the Hearing

With the consent of the parties, the Hearing took place remotely using the CVP platform. The Hearing was attended by Ms Marlton (the Applicant) and Mr Ayandare on behalf of the Respondent company.

## Decisions of the Tribunal

(1) The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under section 30(1) of the Housing Act 2004 ("the 2004 Act").

(2) The Tribunal has determined that it is appropriate to make a rent repayment order ("RRO").

(3) The Tribunal makes a RRO against the Respondent in favour of the Applicant in the sum of **£671.42** to be paid within 28 days of this Decision.

(4) The Tribunal orders under rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent shall pay to the Applicant **£300** within 28 days of this Decision in reimbursement of the Tribunal fees paid by the Applicant.

**REASONS**

## Background

1. By an application dated 15 March 2023, the Applicant applied for a RRO under section 41 of the Housing and Planning Act 2016 ("the 2016 Act"). The Applicant stated that the landlord had failed to comply with the requirements of an Improvement Notice served by Thurrock Council on 9 November 2022 requiring works to be completed by 9 February 2023.

2. The Applicant occupied a 2-bedroom flat at 3 Stanford Court under an assured shorthold tenancy which began on 22 February 2022 for an initial fixed term of 12 months. The tenancy continued thereafter until terminated on 15 July 2023. The rent throughout was £1,200 per month. The property is one of six flats within a building containing ground floor offices occupied by companies managed by Mr Ayandare, including the Respondent company.

3. The application states: the "*period of rent I am claiming is from 9th February 2023 to 9th February 2022*". Ms Marlton corrected this at the Hearing to request a RRO for the 12-month period from 22 February 2022.

## Procedural matters

4. The application form identified the Respondent as 'Icon T4 Range

Limited' to whom the Improvement Notice was addressed. However, the name of the landlord given in the tenancy agreement is 'Icon The Green Limited'. The name was corrected on the Tribunal record when Directions were issued by Judge Wayte on 19 October 2023. Opportunity was given for either party to make representations about a change of name. None were received.

5. Mr Ayandare confirmed at the Hearing that 'Icon The Green Limited' is the landlord and freehold owner of the building.

**Compliance with Directions**

6. Neither party complied with the Tribunal's Directions of 19 October 2023 by producing a bundle of documents prepared in accordance with the issued guidance. Having established that the Respondent's email address was correct, the Tribunal gave the Respondent an extended deadline until 11 December 2023. In response, Mr Ayandare emailed attachments, rather than producing a bundle, but since these were few in number, they were accepted by the Procedural Judge for forwarding to this panel to decide if they can be taken into account.

7. The Applicant produced a single copy of two loose bundles of documents, which were unpaginated, unclear and appeared to contain irrelevant material. The Tribunal informed the Applicant that these documents would not be accepted. The Procedural Judge directed on 17 January 2024, that if the Applicant wished to seek to proceed with their case, they must immediately (and by no later than 19 January 2024) send to the Tribunal and Respondent a replacement electronic bundle of relevant documents in a single pdf, clearly organised and paginated.

8. Later that same day (17 January 2024), the Applicant emailed some documents, which were still unpaginated and lacking in detail as to the circumstances of the alleged offence. The email indicated that a USB stick would be sent to the Tribunal, but this had not been invited, and USB sticks are not accepted by the Tribunal. Any material submitted in this format only has not been considered.

9. The Applicant's documents before the Tribunal which are under consideration comprise: the application form, tenancy agreement, witness statement dated 15 March 2023, screen shots of emails with the Tribunal office, letter from Thurrock Council of 4 October 2022 with a consultation notice giving details of proposed hazards and proposed action, letter from Thurrock Council dated 19 December 2022 attaching an abatement notice, and copy bank statements.

10. The Respondent's documents comprise: a copy of the Directions with

highlighted passages added by Tobi Ayandare, and documents marked Evidence C to G. It was confirmed at the Hearing that there are no documents marked 'A' or 'B'. Item 'C' is Thurrock Council's statement of reasons to serve an improvement notice. Item 'D' is a copy of the improvement notice dated 9 November 2022 served under the Housing Act 2004. Item 'E' is a statement of rent received from the tenant. Item 'F' is a copy of emails described as 'issue resolution'. Item 'G' is an (undated) email from Thurrock Council requesting tenancy details. All these documents have also been considered.

11. Given the Applicant's non-compliance with the Directions, the Tribunal made it clear at the outset that the first issue for consideration was whether sufficient details had in fact been submitted for it to fairly proceed to hear the case and make a determination. The Applicant indicated she had simply misunderstood what was required. In answer to the Tribunal's questions, Mr Ayandare admitted partial non-compliance with the Improvement Notice issued by Thurrock Council but wished to argue a defence of 'reasonable excuse'.

12. After a short adjournment, the Tribunal decided that the most fair and just approach was to proceed to hear the case from both parties and to reserve its position on whether to strike out the application. The Hearing proceeded with both parties invited to made submissions and respond to each of the requirements within the improvement notice issued by Thurrock Council on 9 November 2022

13. Under Rule 9(3) of the 2013 Rules, the Tribunal may strike out the whole or part of the proceedings if (a) the Applicant has failed to comply with a direction which stated that a failure to comply could lead to striking out; or (b) the Applicant has failed to co-operate with the Tribunal such that the Tribunal cannot deal with the proceedings fairly and justly. When exercising its powers under the Rules, the Tribunal must have regard to the overriding objective in Rule 3 to deal with cases fairly and justly.

14. Having heard evidence from the parties, the Tribunal is satisfied that Mr Ayandare had understood that the Applicant's case rested on claimed non-compliance with the improvement notice, and that the Respondent had full opportunity to respond to the points. Furthermore, as the Hearing progressed Mr Ayandare admitted that the Respondent company had not complied with all requirements of the Improvement Notice and thereby committed an offence. Over the course of the Hearing, the Tribunal was able to elicit sufficient information to arrive at a determination. In all the circumstances, it would not be fair and just to the Applicant to strike out their case.

## The law

15. Extracts from relevant legislation are appended to this Decision. By way of summary, a RRO is an order of the Tribunal requiring the landlord under a tenancy of housing to repay an amount of the rent paid by a tenant. A RRO may be made where the landlord has committed one of the offences specified in section 40(3) of the 2016 Act. A list of those offences was included in the Annex to the Directions issued by the Tribunal. It includes a failure to comply with an improvement notice.

16. Pursuant to section 30(1) of the 2004 Act, where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it. Under section 30(4), it is a defence that the person had a reasonable excuse for failing to comply with the notice. The obligation to take the remedial action specified in the notice continues despite the fact that the period for completion of the action has expired (section 30(5)).

17. As the Tribunal is being asked to determine whether a criminal offence has been committed, the criminal standard of proof applies.

18. Section 41(2) of the 2016 Act provides that a tenant may apply for a RRO only if- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and (b) the offence was committed in the period of 12 months ending with the day on which the application is made. Under section 43 of the 2016 Act, the Tribunal may make a RRO if satisfied beyond reasonable doubt, that a landlord has committed one of the offences specified in section 40(3) (whether or not the landlord has been convicted).

19. Where the Tribunal decides to make a RRO in favour of the tenant, it must go on to determine the amount of the order in accordance with section 44 of the 2016 Act. If the RRO is made on the ground that the landlord has committed the offence of failure to comply with an improvement notice, the amount must relate to rent paid during a period, not exceeding 12 months, during which the landlord was committing the offence (section 44(2)). However, the amount must not exceed the rent paid in respect of that period less any universal credit paid (to any person) in respect of rent under the tenancy during that period (section 44(3)).

20. Section 44(4) provides that in determining the amount of the RRO, the Tribunal must, in particular, take into account (a) the conduct of the landlord and the tenant; (b) the financial circumstances of the landlord and (c) whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applied. The wording of section 44(4) does not preclude other factors in a particular case being taken into account.

## Evidence heard and findings

21. The Improvement Notice required remedial action to be taken in respect of three category 1 hazards and six category 2 hazards. A "hazard" means there is a risk of harm to the health or safety of an actual or potential occupier which arises from a deficiency in the dwelling. A total of 18 remedial actions were identified. All were required to be completed by 9 February 2023. The Tribunal heard evidence from both parties on compliance of each action.

22. Mr Ayandare confirmed that he had received the Improvement Notice on behalf of the landlord company and not appealed against it.

### *Excess cold & excess heat – items 1 and 2*

23. These category 1 hazards both concern a lack of ventilation to the external air to the living room and kitchen and a skylight located in the living room not opening.

24. Action point 1 required repair of leaking sections of the flat roof to leave the roof sound and weathertight. Mr Ayandare maintains that the works were undertaken by a general builder and completed by 9 February 2023. Ms Marlton says that the roof still leaked when she moved out.

25. Action point 2 required replacement of the fixed skylight with an openable skylight window. Mr Ayandare admits this was not done but considered it unnecessary because he fixed the air conditioning unit. Ms Marlton confirmed the air conditioning was fixed by February 2023.

### *Findings on items 1 and 2*

26. On item 1 there is a direct conflict in evidence between the parties. No

    evidence has been produced by either party in terms of photographs, details of works or otherwise. It is one word against the other. It has not been proven beyond reasonable doubt that there was non-compliance with the Improvement Notice.

27. The Tribunal considers that fixing the air conditioning was likely to address the issue of ventilation to provide a defence of reasonable excuse for non-compliance with item 2.

### *Entry by intruders – items 3 and 4*

28. The deficiencies giving rise to this category 1 hazard concern two issues. Firstly, the entrance door to the flat containing a single electronic

keypad release latch. Secondly. there is no intercom system and electronic release latch to the communal entrance door. The entrance door can be opened without a key, fob or code.

29. Mr Ayandare admitted that neither remedial action 3 nor 4 had been undertaken to supply and fit a mortice lock to the flat door or to install a phone entry system and cisa lock to the communal entrance. His reason was that he saw no need because all tenants had a key.

***Finding on items 3 and 4***

30. Whilst Mr Ayandare may consider the measures unnecessary, he had not appealed against the Notice. Disagreeing with the Notice is not a reasonable excuse. Remedial action was not taken as required. An offence was committed upon expiry of the completion period and was continuing when the tenancy terminated.

***Damp and mould – items 5, 6 and 7***

31. Damp and mould are identified as a category 2 hazard. The deficiencies may be summarised as (i) damp stains to the ceiling adjacent to the skylight window (ii) lack of ventilation to the living room and kitchen area (iii) water damage and mould growth to the stud wall between bathroom and hallway, and (iv) the WC pan in bathroom and ensuite not being bolted down.

32. Three remedial actions were identified, all of which Mr Ayandare says were completed in full within the prescribed timescale. For item 5, he maintained that the mould had been removed from the stud wall, treated with fungicide and redecorated. His company has a support team to undertake works. The WCs had been 'sealed' down. He could not be certain they had been bolted down as required in items 6 and 7.

33. The Applicant says none of the steps were done at all. There was still

white mould on the hallway side, flaking paint and the WCs were not fixed to the floor. A plumber undertook a temporary fix but said the WCs would leak again without being bolted down.

***Findings on items 5, 6 and 7***

34. There is a direct conflict in evidence on all points between the parties. Neither supplied evidence, such as photographs or dates. No records of works have been produced. It is one word against the other. It has not been proven beyond reasonable doubt that there was non-compliance with the Improvement Notice for these items.

***Personal hygiene, sanitation and drainage – items 8 and 9***

35. Mr Ayandare admitted that the ceramic bathroom floor tiles had not been removed and replaced with non-porous, non-slip and readily cleansable floor covering as required by remedial action 8. No explanation was proffered.

36. The parties agree that the broken cover to the shower drain in the ensuite was replaced as required by action point 9. However, the Applicant maintains that the works were undertaken in March 2023 and not by 9 February 2023, as required. Mr Ayandare was unsure of the date and said he would have to check.

***Findings on items 8 and 9***

37. No defence is made out for non-compliance with item 8. An offence was committed on this category 2 hazard upon expiry of the time limit on 9 February 2023. It is a continuing offence with the works not completed at all.

38. Mr Ayandare was unsure when the broken shower drain cover was replaced, and the Applicant was certain it was not before March 2023. The Applicant would be in the best position to know. The Tribunal considers there is no reasonable doubt that the works were done late. An offence was committed when remedial action on item 9 was not completed by 9 February 2023. but is mitigated by resolution the following month.

***Falls on levels -items 10 and 11***

39. The Applicant stated that the defective floor bar within the bathroom doorway had not been replaced as required by action point 10. Mr Ayanadre said he was unsure if there had been compliance or not.

40. Both parties agreed that the loose carpet in the small bedroom was

secured and remedial action 11 was met on time.

***Findings on items 10 and 11***

41. Mr Ayandare did not contradict the Applicant's assertion that the defect had not been remedied at all. The Tribunal finds that an offence was committed and continued on item 10, being a category 2 hazard.

42. No offence arises in relation to item 11.

***Falls between levels – item 12***

43. Mr Ayandare admitted that opening limiters were not supplied and fitted to the bedroom windows because he did not consider there was a risk of fall and he thought the windows complied with building regulations.

***Findings on item 12***

44. Disagreement with the requirement is not a reasonable excuse for non-compliance. An appeal could have been made against the Improvement Notice but was not done. No evidence is adduced that the measure was unnecessary. The Tribunal finds that an offence occurred upon expiry of the time limit of 9 February 2023 and continued thereafter.

***Falls on stairs- items 13 and 14***

45. Item 12 required the loose carpet to be secured at the top of the communal staircase on the half landing. Mr Ayandare said the carpet was sprayed with glue to secure loose sections. The Applicant said the carpet was still loose.

46. Item 12 required the loose handrail on the communal staircase to be secured. Mr Ayandare said the handrail was made secure by 9 February 2023. The applicant disagreed.

***Findings on items 13 and 14***

47. There is direct conflict between the parties on whether the measures were taken on these category 2 hazards. The Tribunal cannot be satisfied beyond reasonable doubt that the works were not done in the absence of any evidence to indicate one way or the other.

***Electrical – items 15, 16 and 17***

48. The landlord was required by item 15 to secure the loose covers to electrical sockets in the kitchen which were coming away and exposing live wiring. Under item 16, the defective electrical socket in the large bedroom was to be replaced. The Applicant explained that the switch was jammed in the middle so the socket could not be switched either on or off. The Applicant said that repairs were not done under either item. Mr Ayandare said he did not know and would defer to the Applicant.

49. The Applicant confirmed that the loose double socket cover in the small bedroom had been secured to fulfil item 17.

***Findings on items 15, 16, 17***

50. No submission or explanation was given to defend non-compliance with items 15 and 16, which are thereby proven beyond reasonable doubt. Offences were committed in relation to each item upon expiry of the compliance period on 9 February 2023 and continued thereafter.

51. There was compliance on item 17 and no offence arises.

***Collision and entrapment – item 18***

52. This category 2 hazard concerned the bottom hinge to the boiler door being loose. The Applicant maintained that the hinge was still broken when she moved out. Mr Ayandare was sure the hinge had been fixed because "it was just screw".

***Findings on item 18***

53. There is a direct conflict in the oral evidence with no supporting evidence provided by either party. It has not been proven beyond reasonable that an offence arose in relation to this item.

**Conclusion on whether an offence has been committed**

54. The Tribunal is satisfied to the criminal standard of proof that the Respondent landlord failed to comply with the terms of the Improvement Notice dated 9 November 2022 in respect of 8 of the 18 remedial actions required to be completed by 9 February 2023. As such, an offence was committed pursuant to section 30 of the 2004 Act.

**Qualifying criteria**

55. The application was received on 16 March 2023 for an offence arising on 10 February 2023. The offence relates to housing that, at the time of the offence, was let to the Applicant. The offence was committed in the 12-month period prior to the application being made. Accordingly, the qualifying criteria within section 41 of the 2016 Act are met.

**Exercise of the Tribunal's discretion**

56. Having found that an offence occurred and taking into account all the facts, the Tribunal considers that this is a case where it should exercise its discretion to make a RRO.

## The amount of the Order

57. Section 44 of the 2016 Act provides that where the Tribunal decides to make an RRO against a landlord in favour of a tenant, the amount is to be determined in accordance with that section. In a case concerning an offence under section s0(1) of the 2004 Act, the amount must relate to rent paid during a period, not exceeding 12 months, during which the landlord was committing the offence (section 44(2)).

58. The first step is to ascertain the relevant period. The offence arose when the remedial works were not completed by 9 February 2023. Except for item 9 (replacement of the broken shower drain cover) which was remedied but later than required, all other offences were continuing when the Applicant left the property on 15 July 2023. The relevant period is thus 10 February 2023 to 15 July 2023 i.e., 5 months, 5 days.

59. The monthly rent was £1,200. The rent did not include any utilities of any kind which the Applicant paid for separately. Universal credit of £850 per month was received and must be deducted (pursuant to section 44(3)(b)). The Applicant paid rent of £325 per month. This equates to £1,678.55 over the relevant period. It is the maximum amount that could be ordered by the Tribunal. There is no presumption that the RRO will be for the maximum amount.

60. Consideration turns to the seriousness of the offence. Items 3 and 4 (entry by intruders) concerned Category 1 hazards, being the most serious. The Tribunal considers these non-compliances to be at the high end of severity as the door to the flat was not secure and the communal door could be opened without a key, fob or code. This must have been of the utmost concern to the Applicant living alone with a very young child. The offence is aggravated by the deliberate refusal to make the doors secure because the landlord simply disagreed that remedial action was required. Had the works been unnecessary, the landlord had the option to appeal against the Improvement Notice but did not do so.

61. The remaining 6 breaches were for Category 2 hazards, which are less serious than Category 1. Even so, the works were required for health and safety reasons and there was a young child living in the property with greater vulnerability to the risks posed. One of the Category 2 hazards (item 9) was resolved in March 2023, but none of the others were fixed whilst the Applicant was in occupation.

62. Mr Ayandare described himself as a professional landlord managing other properties and with access to a team to do repair works. The failures are all the more surprising for a landlord with offices on the ground floor of the building in question. There can be no excuse for not inspecting to ensure the measures required by the Improvement Notice had been satisfactorily completed.

63. The Tribunal concludes that a 60% proportion of the maximum recoverable rent is a fair reflection of the seriousness of the offence. The amount can be adjusted up or down depending on the factors in section 44(4) of the 2016 Act.

64. In terms of conduct, Mr Ayandare described Ms Marlton as "not a bad tenant". Ms Marlton had other concerns about heating to one bedroom being unresolved, but not mentioned in the Improvement Notice. The storage heating was otherwise alright. There was double-glazing and the appliances were fine. Ms Marlton did not find it acceptable for the landlord to send her a YouTube video when the pressure kept dropping in the combi-boiler. This appears to have been a minor issue that does not influence the Tribunal's findings.

65. Mr Ayandare did not raise any financial issues concerning the Respondent company to be taken into account. There are no previous convictions drawn to the Tribunal's attention.

66. Having considered the factors in section 44(4) and weighing everything up, the Tribunal makes no further adjustments to the amount of the RRO. The Tribunal finds it appropriate to reduce the maximum amount of recoverable rent by 60% to £671.42.

## Conclusion

67. The Tribunal awards the Applicant a RRO in the sum of **£671.42.**

68. In view of its findings, and the fact that the Applicant could not obtain relief without pursuing this application, the Tribunal further makes an order under rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent shall within 28 days reimburse the application fee of £100 and the hearing fee of £200 paid by the Applicant.

**Name: Judge K. Saward Date: 12 February 2024**

## 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 and Planning Act 2016, Chapter 4

### 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

(b) the offence was committed in the period of 12 months ending with the day on which the application is made.

(3) A local housing authority may apply for a rent repayment order only if—

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

### 44 Amount of order: tenants

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to the rent paid during the period mentioned in the table.

| ***If the order is made on the ground that the landlord has committed*** | **the amount must relate to rent paid by the tenant in respect of** |
|---|---|
| an offence mentioned in row 1 or 2 of the table in section 40(3) | the period of 12 months ending with the date of the offence |
| an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3) | a period, not exceeding 12 months, during which the landlord was committing the offence |

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

**Housing Act 2004, Part 1, Chapter 2**

**30 Offence of failing to comply with improvement notice**

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

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

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

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

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

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

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

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

(6) In this section any reference to any remedial action specified in a notice includes a reference to any part of any remedial action which is required to be completed within a particular period specified in the notice.

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

(8) If a local housing authority has imposed a financial penalty on a person undersection 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.