



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

**Case Reference** : **MAN/00BN/HIN/2024/0030**

**Property** : **73 Toxteth Street, Openshaw,  
Manchester M11 1EQ**

**Applicant** : **Amede Anku-Roberts**

**Representative** : **n/a**

**Respondent** : **Manchester City Council**

**Representative** : **Manchester City Council - Legal  
Services**

**Type of  
Application** : **Housing Act 2004 – Schedule 1,  
Paragraph 10(1)**

**Tribunal  
Members** : **John Murray LLB  
Mrs. Joanna Bissett FRICS**

**Date of Hearing** : **1 April 2025**

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**ORDER**

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## **ORDER**

The Tribunal substitutes the following paragraph in place of paragraph 6 of the Improvement Notice subject of these proceedings.

YOU ARE HEREBY REQUIRED under section 13 of the Act to complete the remedial action specified in Schedule 2 of this notice to remedy the hazard(s) listed in Schedule 1 of this notice and to begin them on the 12<sup>th</sup> June 2024, and to complete the remedial action within 16 weeks.

## **INTRODUCTION**

1. The Applicant appealed an Improvement Notice served upon her under s11 Housing Act 2004 pursuant to Schedule 1 paragraph 10(1) of the said Act in respect of 73 Toxteth Street Openshaw Manchester M11 1EQ ("the Property").
2. The basis of the appeal was that the Applicant needed more than 12 weeks to carry out the works specified, and that some of the works were caused by the tenant/occupier.
3. The Tribunal made directions on the 22nd January 2025 and determined that the Appeal would be dealt with by video hearing the week commencing 24<sup>th</sup> March 2025. The hearing took place on 1<sup>st</sup> April 2025.
4. The Applicant represented herself.
5. The Respondent was represented by Solicitor Mr. Jaime Padron of their legal department. He was accompanied by Officers of the Housing Department Mr. Joseph Crookall and Ms. Olamiku Oladunni who had both filed witness statements in this application.

## **RELEVANT LEGISLATION**

6. A Local Housing Authority has powers to impose Improvement Notices on persons to take remedial action in respect of hazards under the Housing Act 2004. The powers are granted by sections 11 and 12 of the Housing Act 2004 as follows:

**S11 Improvement notices relating to category 1 hazards: duty of authority to serve notice**

(1) If—

(a) the local housing authority are satisfied that a category 1 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,

serving an improvement notice under this section in respect of the hazard is a course of action available to the authority in relation to the hazard for the purposes of section 5 (category 1 hazards: general duty to take enforcement action).

(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 subsections (3) to (5) and section 13.

(3) The notice may require remedial action to be taken in relation to the following premises—

(a) if the residential premises on which the hazard exists are a dwelling or HMO which is not a flat, it may require such action to be taken in relation to the dwelling or HMO;

(b) if those premises are one or more flats, it may require such action to be taken in relation to the building containing the flat or flats (or any part of the building) or any external common parts;

(c) if those premises are the common parts of a building containing one or more flats, it may require such action to be taken in relation to the building (or any part of the building) or any external common parts.

Paragraphs (b) and (c) are subject to subsection (4).

(4)The notice may not, by virtue of subsection (3)(b) or (c), require any remedial action to be taken in relation to any part of the building or its external common parts that is not included in any residential premises on which the hazard exists, unless the authority are satisfied—

(a)that the deficiency from which the hazard arises is situated there, and

(b)that it is necessary for the action to be so taken in order to protect the health or safety of any actual or potential occupiers of one or more of the flats.

(5)The remedial action required to be taken by the notice —

(a)must, as a minimum, be such as to ensure that the hazard ceases to be a category 1 hazard; but

(b)may extend beyond such action.

(6)An improvement notice under this section may relate to more than one category 1 hazard on the same premises or in the same building containing one or more flats.

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

(8)In this Part “remedial action”, in relation to a hazard, means action (whether in the form of carrying out works or otherwise) which, in the opinion of the local housing authority, will remove or reduce the hazard.

## **s12 Improvement notices relating to category 2 hazards: power of authority to serve notice**

(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.

## **Appeals**

Schedule 1 of the Act deals with Appeals relating to Improvement Notices

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).

S 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.

s12(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 (c. 68).

## **THE HEARING**

### **PRELIMINARY ISSUE: LATE EVIDENCE**

7. The Respondent had submitted a late bundle of evidence, on the day before the hearing, and asked that it be admitted. Mr. Padron explained that it had been prepared because the Respondent had been asked by a solicitor advising the Applicant to withdraw the case because the Applicant had completed all the works. This came after evidence had been completed. Following that request, the Respondent took immediate action to arrange an inspection at the earliest opportunity and to cross refer any findings with the works that had been completed. The Late Bundle contained a further witness statement of Mr. Joseph Crookall, with an inspection report which went to the heart of the appeal. It remained disputed that the period of time was unreasonable, and also that the works are in fact completed, either adequately or at all.

8. The Applicant agreed that the Respondent's late bundle might be admitted. She had also submitted a bundle late, on 28<sup>th</sup> March. She said that she had been taking legal advice, but had not been advised to submit it. At the inspection she mentioned she had photos and was asked by Mr. Crookall to send them in, so she had sent them to him.

9. Mr. Padron objected to the Respondent's late bundle because it had been sent to Mr. Crookall, and not the legal department who was representing the Council. He suggested he had not seen it.
10. The Tribunal considered the two late applications and determined to admit both late bundles. The Respondent agreed to the Applicant's bundle – submitted within 24 hours of the hearing. The Applicant had sent her bundle to Mr. Crookall as he had requested it; she was acting in person and would not necessarily distinguish between the Local Authority client and legal representative. Her email to the Respondent with her late bundle had actually been included in the Respondent's bundle - so they had been aware of it.
11. As a further point, Mr. Padron mentioned that in the appeal the Applicant had referred to a video of the dining room, but this had not been disclosed. The Applicant confirmed that she had not been able to provide a video of the dining room, so was not relying upon it.

## **APPLICANT'S SUBMISSIONS**

12. The Application stated that the Improvement Notice, HSS161506/OO2, issued on the 15th of May, stipulated that remedial action must commence by the 12th of June and be completed within 12 weeks. The Applicant stated that she had recently taken over ownership and management of the Property and prior to inspection of the property and the notice being issued had already begun taking steps to improve the condition of the Property. For example, a leak that led to deficiencies 5 and 6 in the Category 1 Hazards table, in Schedule 1 of the notice, had already been fixed. The Applicant stated that she was committed to the safety of the tenants and the appeal was made regarding the time being given to improve the health and safety standards of the Property.
13. The Applicant appealed the start date and the completion dates stipulated in the Notice and requested additional time to start and complete the work on the grounds that:
  - i. more work was necessary and it would be more efficient to carry out all relevant improvement work to the property at the same time to reduce cost and disruption

- ii. The tenants had a lot of belongings in the property including in areas where work needs to be carried out which made it challenging to inspect, assess the extent of the damages to be rectified and to get accurate quotes for work to be carried out. The Applicant asked for more time for the tenants to clear their belongings out.
- iii. some of the hazards reported and potential hazards identified were due to misuse of the Property:
  - a. radiators hanging off the wall in multiple rooms where there was no structural damage to any of those walls indicate that the radiators have been regularly pulled or overloaded;
  - b. condensation mould along the edge of the bed in one of the bedrooms indicating a lack of airflow to that part of the room and in some areas of the house,
  - c. clothes were seen being dried on radiators and on hangers hanging from loose curtain poles in the master bedroom.
  - d. kitchen wall units were overloaded with heavy items leading to the units starting to bulk under the weight of the items being stored on them
  - e. Up to 5 wooden poles that make up the balustrade in the upstairs landing have been pulled off, making that area unsafe.
  - f. Clothes were hanging off loose curtain poles in the master bedroom. The curtain poles are coming off the wall as a result of the extra weight.
- iv. The Applicant stated she would need more time to arrange funding, and extra time to "align" with her plans, to ensure changes be made to the property to address the identified hazards and potential hazards and benefit all parties in the long term.



14. The Applicant produced an (undated) statement of case stating the time allowed to start and complete the remediation was unreasonable due to:

- a. The house being cluttered leading to a delay in quoting and completion of remedial work. Managing agents of the adjacent properties had written to complain about the excessive clutter around the house.
- b. She had been at the mercy of multiple trades people, many of which at the point of visiting to quote, were unwilling to work around the clutter for health and safety reasons adding to delays. Herbuilder had reported the challenges he faced.
- c. The Applicant felt certain that upon further investigation, some issues might turn out to require more work than initially expected. When compounded, it would be impossible to complete all issues within the initial timeframe of 12 weeks. For example the internal doors which upon examination, required replacing due to damage rather than just new keys as stated in the improvement notice.

15. On questioning by the Tribunal, the Applicant stated that the Property had been owned by her parents until October 2022. Mr. Olisa Obi who had been involved previously was her brother, who was supporting their parents who now lived in Nigeria. Whilst she took over ownership of the Property, this was initially "in name only" – her brother continued to manage the property as he was local, and she was in Birmingham, and had a full time job. The Occupant, Mr. Caesar Ovie was not the named tenant; the tenancy was in the name of his estranged wife. She had passed away and he moved in to live with their children.

16. She first became aware of the matter when the first letter from the Respondent was sent with a list of issues. Her response was to move as quickly as she could, but there was a delay with her seeing the letter, as it was initially sent to her mother. She emailed the Council on the 4<sup>th</sup> May 2024.

17. After the improvement notice was issued, she could not make it there for the inspection, but did go and have a look for herself in June, after the improvement

notice had been issued. She was shocked by what she saw, because what had been her family home, and she had grown up in, was in a very poor condition.

18. The Applicant went around with a contractor. The Property was very cluttered, and it was difficult to see repairs in detail. There was a lot of clutter, and the way it was being used was not very tenant like. Prior to her brother dealing with the Property, her parents had been. There had been an agreement with Mrs Ovie that if furniture was damaged, or there was tenant damage, then she would attend to them.
19. The Applicant accepted that her family had probably allowed things to carry on for too long in terms of not managing damage caused by the occupants.
20. The basis of her appeal was the time frame to start and complete. The occupant should be responsible for fixing some items; the Property needed renovating to bring up to correct standard to be rented out at market rate. She needed different tradesmen for different items, and she did not want to carry out works twice. She felt some issues were due to the tenant's use of the property.
21. The Applicant was trying to raise additional funds and said that she needed at least until August. She thought the works would be easier to carry out if the property was vacant, and she thought that the Tribunal could arrange for the property to be vacant although she had subsequently discovered this was not possible. She had written to the Respondent at one point to say that the cost of repairs should be shared. She felt that the Tenants should take responsibility for part of the repairs and share the costs, as some of the damages were a consequence of how they had misused the property over the past 10 years.
22. She said as the new owner, her plan was to carry out extensive repairs to the house to fully restore the property to its right market value. This could entail electrical rewiring, replastering, overhaul of central heating, kitchen, bathroom and much more. This is work that she said she could not commence while the tenants were in the property. She intended to give them notice to leave
23. The Applicant said that management of the property, and conversations with the tenant had been with her brother Mr Obie who would arrange for works to be done as the occupant would not speak with her. She said that she had complaints from the neighbours about the state of the property; there was a lot of clutter in the kitchen and she found it difficult to even get a quote on account of this.

24. She had started bits of work around the 4<sup>th</sup> April, after they had received a list of works. They attended to the smoke and CO2 detectors; gas and electric safety checks were done, and the leak in the toilet and the bedroom leak were attended to. After the notice was issued, they continued to address things. Just prior to this hearing, they had attended to the doors
25. She stated that she had not updated the Council but she did update the Tribunal, documenting the work in a spreadsheet. She considered the works were done by February. She had not asked the tenant for any of the costs of the works, although she may do.
26. In cross examination, Mr Padron asked her if she agreed that the works should have started on the 12<sup>th</sup> June and have be completed in 12 weeks - by the 4<sup>th</sup> September. The Applicant agreed. She stated that the Respondent had contacted her by phone on the 4<sup>th</sup> November with a view to negotiating the time period, as the main ground of the appeal was that she disputed the relevant time period.
27. Mr. Padron referred to paragraph 23 of witness statement of Ms. Oladunni, where she stated that on the 4<sup>th</sup> of November 2024, she had called the Applicant to find out more information about the reasons for her appeal to establish whether there was a possibility of negotiating the time period for completion of the required works, if that was her main concern. She explained that she needs the property to be empty to carry out the work, and she also required more time. She also asserted that some of the works on the notice were due to the tenants' behavior and so the tenant should be responsible for the repairs and these items should be removed from the notice. She said she would wait for the RPT's decision
28. The Applicant confirmed that she had not asked for a quantifiable time period, and she did not know what the time frame was, or indeed if the time frame was still in place.
29. On 23<sup>rd</sup> March 2025, the Respondent contacted the occupier, who said he did not want to live in the house because it was not habitable. It was recorded in the second witness statement of Mr. Crookall that works were not completed. The Applicant did not agree and further more did not agree that the Property remained in a poor condition. She had instructed legal representatives, Daniel Baker Solicitors, and told them she had completed the works. She asked them to confirm that the appeal was no

longer required which resulted in the site visit which her brother attended on her behalf.

30. The Applicant considered that the electricity was not working possibly because of how property is being used. Mr. Padron pointed out that the report mentioned missing verge pointing to the roof, gutter defects, and broken tiles. During inspection kitchen needed replacing. Water damaged sink, drawers were unusable, cupboard doors were blown and the laminate work top had been damaged. One of the radiators was missing a TRV and there was no heating in the downstairs shower room. The Applicant said that should have been addressed, and she understood it had been. The kitchen had been repaired and she believed this was down to tenant damage. There was no evidence to this effect from her brother.
31. Externally the brickwork was still open and repointing was incomplete. She said a contractor had been paid to come out and do works. The bathroom wall tiles were covered with a plastic shower panel. Mr. Padron suggested that the lino had been laid over broken tiles; the Applicant said she could not speak to that; she asked Mr. Padron if the Respondent had taken up the lino to look underneath? The Tribunal pointed out that the Respondent's evidence did not make such a finding, which Mr. Padron agreed.
32. In the kitchen, a radiator was a missing TRV, and the light fitting in the cellar was not complete. The Applicant agreed with some, but not all of the report. She agreed that the damp in the kitchen unit under the sink may have been missed. Workmen would come to do works but then have to be called back. Some things have been addressed, but been damaged again. Broadly speaking, she agreed that some works in improvement notice outstanding, and some have reappeared after further investigations.
33. Mr. Padron asked the Applicant if she had any evidence that the occupiers were suffering from a hoarding issue. The Applicant stated frankly that pictures in her bundle showed that the dining table was piled high, but the word "hoarding" had not been used by her; some photos did show it, and the statement from her building talked of the difficulty in getting effective access, and some builders found it difficult to even quote for works.
34. The Applicant said that had the money been available, three to four months would have been sufficient time. The family had spent in the region of

£10-12,000, using a combination of family money, credit cards and loans. The occupier was generally co-operative and did move things around, but some items may have been missed due to clutter, such as the TRV to the radiator. She said that neither the tenant or the Respondent had said the works were not carried out properly; she had not heard anything about this until the Respondent's submission the day before the hearing.

35. The Respondent submitted confirmation of opposition to the Application dated 17<sup>th</sup> January 2025 responding to each item of dispute raised by the Applicant as follows:

- i. **Incomplete Repairs:** The repairs are incomplete, and the Appellant landlord has only undertaken minor repairs. There is also a concern that the Appellant landlord is attempting to evict the tenant without completing the necessary works.
- ii. **Inspection and Timeframe:** The Appellant contests the timeframe for the remedial works, citing additional defects not identified in the initial inspection. However, these additional defects are either already covered by the improvement notice or are minor issues that do not justify extending the timeframe.
- iii. **Tenant's Belongings:** The Appellant argues that the presence of the tenant's belongings may hinder the completion of the works. However, this is a common issue in tenanted properties and does not appear to be a significant barrier.
- iv. **Tenant Misuse:** The Appellant claims that some hazards are due to tenant misuse. While some defects may be attributed to tenant behaviour, the overall poor state of the property is due to long-term neglect and lack of maintenance.
- v. **Compliance Efforts:** The council has determined that 12 weeks is sufficient for the completion of the works. If the landlord had shown reasonable effort to comply, the council could have extended the timeframe. However, there is no evidence of genuine attempts to comply within the given timescale.

36. The Respondent filed a witness statement of Joseph Crookall (Neighbourhood Team Lead) dated 12 March 2025 and Olamiku Oladunni (Neighbourhood Housing Officer) dated 13 March 2025.
37. Mr. Crookall confirmed he had inspected the Property in response to a complaint of disrepair the Council had received. He described the Property as a mid-terrace Victorian house. Externally it was noted that there was vegetation in the chimney, the roof appeared to be reaching the end of its life as there were numerous lead tabs holding slates in position, and the pointing on the ridge tiles appeared to be deteriorated.
38. The tenant Caesar Ovie informed them that his ex partner had passed away and he was living in the Property to take care of his children. Inside the property in the front living room it was noted that there were two radiators and they were not secured to the wall, and the ceiling had indications of damp staining, possibly historic. In the living room the door was missing a handle and latch and there was damp staining by the window, which appeared to be penetrating damp. In the kitchen the radiator was missing a thermostatic radiator valve and the kitchen units and floor were in a poor state of repair. Of particular note was the unit under the sink that had become soaked with water due to the incorrect pipework for the sink being fitted. There was evidence of a leak on the ceiling, likely from the bathroom above. The property had a downstairs toilet and shower room at the back of the kitchen, in which there were numerous defects. The radiator outside the shower room did not work and there was no heating in the shower room itself. In addition, the shower, extractor fan and light did not work and there was damp staining on the ceiling
39. Externally at the rear of the property there was some vegetation at the joint of the soil stack. The coping stones of the rear yard wall had also been removed with a Buddleia plant growing in the top of the wall. There were some failed/open mortar joints around the pipework at the rear of the property.
40. Upstairs, in the front bedroom there were indications of damp staining the chimney, walls and ceiling with mould growth. In the middle bedroom there was further damp staining and mould growth and the ceiling was cracked. The rear bedroom showed further evidence of water penetration through the ceiling, and the window in the upstairs bathroom was defective and could not be closed. The bathroom was in a poor state of repair with damaged/loose tiles, a defective bath

panel, a faulty extractor fan and deteriorated/mouldy sealant, and in addition, the cistern lid was missing from the toilet. In the cellar there was a missing smoke detector and a low hanging light bulb.

41. At the time of the inspection although the property was occupied and the tenants did have belongings throughout the property he did not consider the property to be hoarded or the amount of possessions to be excessive. He believed that repair works could have been undertaken with the level of belongings in the property with the tenants co-operation. There was no apparent indications that the tenant had taken steps to purposefully damage or misuse the property. It was his belief that the property was in a very tired condition but he would generally attribute this to a lack of ongoing maintenance rather than malice on behalf of the tenant. Had there been clear evidence that the tenant had damaged the property then this may have been taken into account when appraising enforcement options. Whilst there may be some examples of the tenant or the tenants children damaging items in the property the majority of the serious defects could not be dismissed as tenant damage.
42. Following the inspection, and once Ms Oladunni had rated the hazards identified during the inspection, they discussed options and decided that an Improvement Notice served under sections 11 and 12 of the Act would be the most appropriate course of action. It was agreed that the works to be specified in the Improvement Notice could be undertaken whilst the tenant remained in the property, albeit with disruption to the tenant. Furthermore, it was agreed that 12 weeks would be an appropriate timescale for the works to be undertaken based on the most onerous defects to remedy being the roof and/or the deteriorated kitchen units, and this could be achieved in the 12 weeks. In addition, the majority of the works were able to be undertaken at the same time by different trades working in different areas of the property.
43. In Ms Oladunni's statement, she stated they had been dealing with a Mr. Obi, who was understood by the tenant to be the landlord of the Property. He later stated it belonged to his parents, but they were in Nigeria. Ms. Oladunni was later contacted by the Applicant, who stated she had become the Owner of the Property. Office Copy Entries produced in evidence showed her registered as owner from 27 October 2022. The Applicant had sent an email on 4th April 2024 stating "Due to the current state of the property, there will be a significant amount of internal work required for long-term resolution to some of the highlighted issues and to bring the property to a better living standard. The

tenant will be required to vacate the property during this time. Note I do not have a timeline for when the work will be completed and cannot guarantee a return date for the tenant".

44. The Respondent served the Improvement Notice on 15<sup>th</sup> May 2024. This was acknowledged by email from the Applicant on 24<sup>th</sup> May 2024, asking the Respondent to withdraw the Notice. On 4<sup>th</sup> November 2024 Ms. Oladunni phoned the Applicant to establish if there was a possibility of negotiating the time period to complete works. She said she needed vacant possession to carry out the works, and that some of the works were due to tenant behaviour. She said she would wait for the Tribunal decision. On 16<sup>th</sup> January 2025, the tenant said some "surface works" had been carried out, he did not consider them to be proper repair works. He had received a letter asking him to leave. On 12<sup>th</sup> March 2025 he told Ms. Oladunni he was trying to find alternative accommodation due to the condition of the Property. As of 12<sup>th</sup> March 2025, the works were still not completed.
45. Mr. Crookall filed a further statement dated 31<sup>st</sup> March 2025 in the late bundle, detailing the re-inspection he had carried out. Mr. Olise Obi was in attendance as representative for the Applicant. He produced a report stating that the requirements of the Improvement Notice had not been met, and there were still a significant number of outstanding deficiencies. Some of the works undertaken were of such poor quality that they would need to be redone. Some of the works had been undertaken to a reasonable standard, the bathroom window, damp caused by the rear yard wall and missing smoke detector in the cellar had all been addressed and completed successfully. The roof still seemed to have problems, and there was still significant mould growth on bedroom ceilings.
46. The kitchen of the property was seen to be in a very poor condition and has reached the end of its useful life. The cupboard under the sink had been repeatedly water damaged and begun to disintegrate. The drawers in the units were considered unusable, most of the doors had blown and the worktop had areas of damaged laminate providing a breeding ground for bacteria. Some very minor works had been undertaken but failed to adequately address the hazards highlighted at the time of the original inspection
47. Works had been undertaken to add TRVs to the radiators in the property, but there was still a radiator in the front room that is unsupported and no heating system had been provided in the downstairs shower room. Some works had been



undertaken on the electrical system, a light switch had been replaced, however a light fitting in the cellar had not been addressed and there were still no working lights in the corridor behind the kitchen and in the shower room.

48. Externally the soil stack was still leaking and there was open brickwork round the kitchen/shower room pipework. Some of the areas have been re-pointed but it was not complete. The loose bathroom tiles appear to have had a plastic shower panel siliconed over the top, whilst this is compliant with the Improvement Notice, it was unlikely to be a lasting repair and it was his opinion that it will deteriorate relatively quickly. Furthermore, if the Lino in the bathroom had been laid directly on top of the broken tiles it would settle and rip where the tiles are cracked in a short period of time.
49. Overall, the property was still in a poor condition, suffering from a lack of ongoing scheduled maintenance over several years, the property had been allowed to deteriorate through a lack of adequate management. It has been ten and a half months since the service of the Improvement Notice and over a year since the owner was initially made aware of the defects in the property and there are still numerous hazards present in the property. Had an Improvement Notice not already been issued, he would have served an Improvement Notice to address the hazards that were present in the property on 24th March 2025.
50. In answers to questions from the Tribunal, Mr. Crookall said that the main issue with the tenant's belongings would have been in the kitchen, but that would always be the case, and would likely take around three to four hours to clear. Certainly not days, or weeks.
51. Ms Oladunni said that during her conversation with the Applicant in November, no extension of time had been suggested.

## **SUBMISSIONS FOR THE RESPONDENT**

52. Mr. Padron for the Respondent stated that, following complaints from current occupier and his late wife the Improvement Notice had been served. Despite the issue of the notice on the 22<sup>nd</sup> May 2024 it was accepted by the Applicant that as at the day of the hearing, a number of hazards remained unaddressed, as

evidenced by the investigation which had taken place the week before the hearing.

53. During the recent inspection, significant issues had been recorded; insecure radiator, dampness, stained ceilings, water penetration and hazardous lighting to cellar. The Brickwork outside still had mortar joints open, leading to penetrating dampness.
54. The Improvement Notice had recorded hazards. It is the duty of the Local Authority to respond to these, and the Respondent consequently required the Applicant to undertake remedial works to commence no later than 12<sup>th</sup> June 2024 and to be completed in 12 weeks. Many of these issues remain unresolved. Inspections last week confirmed several repairs inadequately completed or still outstanding exposing resident to risks. Applicant appealed due to concerns over reasonableness of time, that the works ought to be completed in. Efforts in November to agree to vary the time limit concluded with no such agreement.
55. Mr Padron suggested that on the evidence heard today it would not take more than a day to move items about to execute works, and certainly not more than the time given in the Improvement Notice.

## **SUBMISSIONS FOR THE APPLICANT**

56. The Applicant stated she wanted to carry out renovation work at the same time as the works required under the Improvement Notice, to save duplication and costs. When making the appeal she hoped for more time to bring the Property up to a better standard, she had to raise finance and had concerns about the amount of clutter.
57. The allocated period of 12 weeks would have been okay if she had all the money and the workers to hand. She lives in Birmingham so found it difficult trying to commission the works from a different city. Her personal circumstances (she was working, and then pregnant, for part of the duration of the Notice) had made

compliance even more difficult and unfortunately, she accepted, the Improvement Notice was not completely satisfied.

58. She would have liked the opportunity to work more closely with the Council. She had had no response to any communications with the occupier, her texts and emails had received no response. Her brother had to take it back over as he could get a response from the Occupier, and visit the house etc. She had very little feedback from the Respondent.

59. The point she wanted to get across is that she did not want tenants in an unfit property. She was stretched for funds, and would have to raise more funds to do more works. She accepted that there are items in the Improvement Notice that have not been complied with.

## **DETERMINATION**

60. The Tribunal considered carefully the evidence of both parties.

61. The Applicant found herself in a difficult situation trying to manage a fairly complex situation from a different city, having taken over responsibility for the former family home from her brother.

62. From the evidence the Tribunal heard and saw, the Property had been allowed to deteriorate for some time. The roof was in poor condition leading to leaks. There looked to have been little work carried out over a long period of time, and in all likelihood little or no property management of the occupancy by the tenant and the subsequent occupier.

63. The Tribunal considered that there was evidence of damage by the tenant /occupier of misuse/neglect, leading to damage to doors, and staircase spindles, and condensation dampness from washing being dried on radiators. The Tribunal considered that it was unlikely the radiators would simply fall off walls unless they had been subject to an element of force.

64. The Applicant had found it difficult to get a response from the occupant. She found it difficult to arrange contractors to give quotes or accept instructions because of the cluttered condition of the property. She said that she had wanted

to carry out improvements to the Property simultaneously to the works under Notice, to avoid duplication of costs. These issues had led to delays.

65. The Tribunal had some sympathy with her position. She had not sought to avoid doing the works, but needed time to raise funding and organise the works, and was endeavouring to do this from Birmingham, with little communication from the occupier.
66. The Applicant did not dispute the works, or the notice, just the time frame she was afforded to complete them. She never suggested a different time frame and even at the hearing was unable to put a time frame on this.
67. The Tribunal found that there was some evidence of tenant misuse/neglect. This would not necessarily mean a delay in attending to hazards. Enforcing any breach of tenancy by the Occupant, including reimbursement for any damage would be a matter of property management for the Applicant.
68. From the evidence the Tribunal heard, the Respondent would in all likelihood have agreed to an extended time limit during conversations in November, but the Applicant did not offer a time frame, and seemed to be labouring under the misunderstanding that this appeal would in some way "pause" the notice. She had no way of knowing at that stage that the hearing would not take place until some months later.
69. But whilst sympathetic to the Applicant's position, as she recognised by her acceptance that the works were necessary, being a Landlord carries responsibilities. The condition of the Property was hazardous to the occupiers. The Applicant had a channel of communication with the Occupiers through both her brother, and the Local Authority.
70. Some 42 weeks later, the Property still has hazards.
71. The Tribunal does not operate with hindsight; it places itself in the position of the Respondent at the time of service of the Notice when determining if the Notice should stand, be quashed, or varied.

72. The Tribunal finds that the Respondent was right to impose an Improvement Notice, the contents of which are not challenged by the Applicant, other than some items of tenant damage (which she has since addressed).

73. The Applicant put forward a number of reasons for needing more time; her distance from the Property, tenant damage and neglect, communication issues between her and the occupant, and affordability. The Tribunal does not consider these pertinent to the appeal for the following reasons:

- a. The Applicant could have appointed a local agent (and had informally done this, through her brother).
- b. Any tenant/damage neglect was not a reason to delay carrying out improvements.
- c. Any communication issues could have been resolved through the Respondent/the Applicant's brother.

74. The Tribunal determined that there was evidence that the Property would be difficult to work in, and that it would have been difficult to find tradespeople to work in such conditions, at a time in the market when tradespeople can to an extent pick and choose work. The Tribunal's own experience is that even large social landlords can find it difficult to execute repair works, even when required by Court order.

75. Taking all the evidence and circumstances into account, the Tribunal determines that the Improvement Notice should stand, but the following paragraph should be substituted in place of paragraph 6 :

YOU ARE HEREBY REQUIRED under section 13 of the Act to complete the remedial action specified in Schedule 2 of this notice to remedy the hazard(s) listed in Schedule 1 of this notice and to begin them on the 12th June 2024, and to complete the remedial action within 16 weeks.

**J N Murray**

**Tribunal Judge**

**1 April 2025**