FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**CAM/00MG/HNA/2024/0612**
Property	:	**99 Crispin Road, Bradville, Milton Keynes, MK10 7AR**
Applicant	:	**Mohammad Ali**
Representative	:	**Mr J Rana, solicitor**
Respondent	:	**Milton Keynes City Council**
Representative	:	**Mr J Mahon, counsel**
Type of application	:	**Appeal under the Housing Act 2004 schedule 13A against a financial penalty imposed under section 249A**
Tribunal members	:	**First-tier Tribunal Judge K Neave** **Tribunal Member J Francis QPM**
Venue	:	**Remote hearing by CVP**
Date of decision	:	**22 July 2025**

DECISION

Decisions of the tribunal

(1) The tribunal is satisfied beyond reasonable doubt that the Appellant has committed an offence under section 30 of the Housing Act 2004 in that he has failed to comply with an improvement notice dated 8 September 2023 and that there is no reasonable excuse for the failure.

(2) The tribunal varies the financial penalty notice dated 3 May 2024. The total financial penalty is varied to: £10,000.00.

The application

1. By an application received by the tribunal on 23 May 2024, the Appellant landlord appealed, under paragraph 10 of schedule 13A of the Housing Act 2004 ("the 2004 Act"), the Respondent local authority's decision dated 3 May 2024 to impose a financial penalty.

2. The Respondent asserts that the Appellant has failed to comply with an improvement notice dated 8 September 2023, thereby committing an offence under section 30(1) of the 2004 Act.

3. The Appellant asserts that no such offence has been committed, as he has a reasonable excuse for failing to comply with the improvement notice. Alternatively, he argues that the penalty imposed is excessive.

The hearing

4. The Applicant was represented by Mr Rana. Mr Rana is a solicitor but he did not assist the Appellant in these proceedings in his professional capacity. The Respondent was represented by Mr Mahon, counsel. We are grateful to them both for their assistance.

5. The representatives confirmed that the relevant documents were contained in the Respondent's bundle of 186 pages, the Appellant's evidence bundle of 6 pages, the Respondent's skeleton argument and various photographs of the subject property. We have carefully considered these documents.

6. We heard oral evidence from Ms Prestige, a Private Sector Housing Officer employed by the Respondent. She confirmed the content of her witness statement dated 4 April 2025. She was cross-examined by Mr Rana.

7. We also heard oral evidence from the Appellant, Mr Rana, and from Mr Miah, an electrician employed by Mr Rana. They confirmed the content of their witness statements dated variously 11 and 12 June 2025. They were cross-examined by Mr Mahon.

8. Both representatives made helpful submissions. We reserved our decision.

The background

9. The property at 99 Crispin Road, Milton Keynes, MK10 is a two-storey residential dwelling. It was occupied until December 2023 by the Appellant's tenant and her young family.

10. Neither party requested an inspection and the tribunal did not consider that an inspection of the property was necessary, nor would it have been proportionate to the issues in dispute.

11. It was not disputed that the Appellant's former tenant complained to the Respondent about the condition of the property in June 2023, prompting a visit by Ms Prestige, during which she identified a number of hazards present at the property. Nor was it disputed that these hazards were not addressed by the Appellant and that an improvement notice was served upon him on 8 September 2023 as a result.

12. The improvement notice required the Appellant to carry out various works, including:

    (i) Repairing the windows so that they fit properly within their frames and had handles.

    (ii) Replacing certain windows with double glazed windows.

    (iii) Cleaning areas of mould and repainting with anti-mould paint.

    (iv) Repairing a leak or leaks emanating from the bathroom.

    (v) Installing window restrictors.

    (vi) Replacing the staircase balustrade to prevent falls.

    (vii) Instructing a competent person to carry out an EICR at the property.

13. It was not disputed that none of these works were in fact carried out by the Appellant. Though an EICR was eventually completed (the result of which was unsatisfactory) this was at the instruction of the Respondent, not the Appellant.

14. On 13 December 2023, the boiler at the property broke down. The Appellant could not be contacted despite efforts made by the Respondent. Efforts made by Mr Rana to send a plumber to the property were not effective. The tenant was decanted into temporary accommodation by the Respondent on 15 December 2023.

15. On 2 April 2024 the Respondent served a notice on the Appellant of its intention to impose a financial penalty. No representations were made by or on behalf of the Appellant before the period given in the notice. On 3 May 2024, the Respondent served the final penalty notice that is the subject of this appeal.

The issues

16. At the start of the hearing the representatives agreed that the following issues remain in dispute and require determination:

    (i) Whether an offence under section 30 of the 2004 Act has been committed by the Appellant.

    (ii) Whether the penalty imposed of £15,000 was properly imposed under the Respondent's civil penalty policy and/or whether it is excessive in all the circumstances.

Legal framework

17. By 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*".

18. By section 30(4) of the 2004 Act "*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*". The burden is on the Appellant to establish the reasonable excuse on the balance of probability.

19. By section 249A(1) of the 2004 Act, "*the local housing authority may impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a relevant housing offence in respect of premises in England*".

20. By section 249A(2) of the 2004 Act, an offence under section 30 of the 2004 Act is a "relevant housing offence".

21. By paragraph 10 of schedule 13A of the 2004 Act, a person upon whom a financial penalty is imposed may appeal to the tribunal. The appeal is to

be a re-hearing of the local authority's decision. The tribunal may confirm, vary or cancel the final notice.

Findings

22. Having heard evidence and submissions from the parties and having considered all of the documents provided, we make determinations on the various issues as follows.

Has an offence been committed?

23. The only issue between the parties on this point is whether the Appellant has a reasonable excuse for failing to comply with the improvement notice.

24. The Appellant's case is that he did have a reasonable excuse because:

    (i) The property is outdated and required extensive works, including structural works, in order to make it fit for occupation by a family. These works could not have been carried out whilst the tenant and her children were living in the property.

    (ii) The arrangements between the Appellant and his tenant were that she would pay a lower rent and in return would make improvements to the property. The tenant did not make any improvements and nor did she pay the market rent to the Appellant instead.

    (iii) Mr Rana, when assisting the Appellant with the Respondent's requirements, had understood during conversations with the tenant that she wanted to be rehoused and would not wish to return to a renovated property, because she would be unable to pay the rent.

25. We do not consider that any of these factors amount to a reasonable excuse.

26. We have considered the photographs provided by the Appellant of the renovation works at the property that were carried out by him after the tenant was decanted by the Respondent. We agree that those photographs show that a very extensive project of work was begun at the property which could not have been carried out with the tenant in residence.

27. However, this extensive project of work was not what the improvement notice required. The notice required the landlord to carry out a small project of works to address the hazards that Ms Prestige identified during her visits. We are satisfied that the Appellant could have carried out the works referred to in the notice without the need to decant the tenant. Indeed, the EICR work was carried out (by the Respondent) without removing the tenant. Likewise, the cleaning of mould, repairing of leaks and replacement of the staircase balustrade are all works that could in our judgment have been completed without obtaining vacant possession of the property.

28. Mr Rana submitted that the window works required under the notice could not have been carried out without structural work first being completed. He said that he had asked a general builder to inspect the windows who told him that there were serious structural issues with the property which meant that the windows could not be replaced without replacing the timber structures surrounding them. However, that was different from what he said in his witness statement, which was that the issue with installing double glazed windows was that there was little insulation in the walls of the property and the double glazing would not be effective without this insulation. Further, the Appellant did not call the builder to give any evidence to this effect, and there was no expert evidence about the feasibility or otherwise of replacing the windows.

29. We also considered the evidence of Ms Prestige, who we considered to be a careful and helpful witness. Her evidence was that she had obtained three quotations for the replacement of the windows. She attached copies of the quotes to her witness statement. None of the quotations suggested that the windows could not be replaced.

30. Having carefully considered the evidence, we find that the works to the windows could have been completed without undertaking a wider project of structural work that would have required the tenant to be decanted. Even if we are wrong about that, it was not suggested that the Appellant made any serious arrangements to decant the tenant or obtain vacant possession by (for example) serving notice under section 8 of the Housing Act 1988 or obtaining an injunction. Though the Appellant may have preferred to carry out the larger scale project that he eventually began (for economic or other reasons), it does not in our judgment follow that he had a reasonable excuse for failing to comply with the Respondent's improvement notice.

31. We next consider Mr Rana's submissions about the arrangements that he said existed between the Appellant and the tenant relating to the rent and the obligation that the tenant was said to have had to carry out improvements at the property in lieu of paying market rent. The Appellant did not call the tenant to give evidence confirming these arrangements and no written agreement was produced. There was no evidence before us of exactly what works the tenant had apparently

agreed to undertake. However, we do not consider that, even taking the Appellant's case at its highest, these arrangements amounted to a reasonable excuse. The notice was served upon the Appellant and it was for the Appellant to comply with it. If the Appellant had delegated his responsibilities to a third party then it was for him to enforce those obligations. There was no evidence before us that the Appellant had sought to enforce any agreement that he had reached with the tenant, nor to recover the rent arrears that were owed.

32. As to Mr Rana's points about the wishes of the tenant, as set out above, the Appellant did not call the tenant to give evidence to this effect. It would in our judgment have been surprising for the tenant to be against the works given that it was the tenant who complained to the Respondent in the first place. Mr Rana did not give detailed evidence about exactly what the tenant said to him. We were not provided with a copy of the tenancy agreement which might have assisted us in understanding what the arrangements between the parties for the payment and review of rent were.

33. We find having carefully considered the evidence that the Appellant has not established that his tenant opposed the works. In any event, this would not in our judgment have amounted to a reasonable excuse – the Appellant was nevertheless obliged to comply with the improvement notice whatever the views of the tenant.

34. For all these reasons, we are not satisfied that there is a reasonable excuse for the Appellant's failure to comply with the improvement notice. We find that the Appellant has committed an offence under section 30(1) of the 2004 Act.

The penalty imposed

35. Our starting point is the Respondent's civil penalty matrix. We bear in mind the decision in Waltham Forest LBC v Marshall [2020] UKUT 35 (LC) and give weight to the decision under appeal.

36. Mr Rana made the following points. First, he said that the Appellant has not benefitted financially from letting the property in this condition. The rent received did not cover the mortgage payments and indeed, he has still not been able to re-let the property because he is not in a financial position to complete the works that he has begun. Accordingly, the Respondent was wrong in its assessment that the Appellant has obtained a moderate benefit from operating substandard accommodation.

37. We do not agree with Mr Rana's submissions on this point. There was no documentary evidence of the landlord's mortgage liability and we were not told how much the Appellant pays monthly, but even if Mr Rana is correct about this the Appellant has nevertheless in our judgment

obtained the benefit of the payment of rent in part-satisfaction of his mortgage liability and has had the benefit of that rent without having to pay to carry out the works identified in the notice over a period of around ten years. This is in our judgment a moderate benefit gained from operating substandard accommodation and the Respondent has accurately assessed it as such.

38. Secondly, Mr Rana asserts that the Respondent has not properly applied its own policy in relation to the deterrent effect of the penalty – he said that this is a landlord who has entered into an informal arrangement with respect to the property by letting his former family home to a friend and has, effectively, had his fingers burned. He wanted to obtain an amicable resolution for both landlord and tenant and thought that the tenant being rehoused by the local authority would achieve that aim. He has taken some steps to engage with the Respondent, by (for example) instructing Mr Rana to assist him and instructing contractors to inspect the property, though those steps were ineffective. He is unlikely to do this again and there is little risk of reoffending. In the circumstances, he said that the Respondent was wrong to have "little confidence that a higher penalty will deter repeat offending" nor that the offending in this case was serious.

39. Mr Mahon said that the Respondent's assessment was correct. This was a case where the Appellant had completely abdicated his responsibilities, failed to regularly inspect the property and failed to engage adequately with the Respondent. The tenant ultimately ended up being rehoused by the Respondent and the offence was therefore serious.

40. There is in our judgment force in Mr Rana's submissions. Though we agree with Mr Mahon that the Appellant's inspection regime in relation to the property was seriously lacking and that his engagement with the Respondent was inadequate, having heard from the Appellant and Mr Rana we consider that a more moderate financial penalty is likely to deter any further offending. The Appellant is not a professional landlord and we are satisfied that his eyes have been opened to the folly of entering into informal arrangements as regards the letting of property, especially in circumstances where he frequently travels abroad for work.

41. Further, though we accept that the tenant eventually had to be rehoused, this was not because of the offending that we have found to be proved but because of matters that took place subsequently, namely the failure of the boiler. The improvement notice did not require any work to the central heating system. As set out above, the works that the Respondent directed under the terms of the notice were works of a smaller scale. Further, some steps were taken to address the matters raised by the Respondent and to engage with both the Respondent and the tenant, though they were inadequate. Standing back and considering the offending in the round, we find that the failure to comply with this

improvement notice in the circumstances set out above was a moderate offence.

42. Accordingly, in our judgment the Respondent should properly have attributed a score of 10 to the deterrence element of its civil penalty matrix, rather than 15.

Conclusions

43. It follows that we vary the Respondent's notice imposing a financial penalty to reflect our findings above. The reduction in the deterrent element of the penalty means that the Appellant's offending scored a total of 56, which means that the appropriate penalty is £10,000.

44. The total financial penalty is accordingly varied to: £10,000.00.

Name: Judge K Neave **Date:** 22 July 2025

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).