



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

Case Reference : **CAM/00KA/HMC/2024/0600**

Property : **23 Ivy Road, Luton, LU1 1DL**

Applicants : **Asma Zulfikar and Hanziah
Essak**

Representative : **In Person**

Respondents : **Raja Oman Saleem and Ayesha Oman
Saleem**

Representative : **Peter Daniels**

Type of Application : **Application by Tenant for rent
repayment order. Sections 40,41, 43
& 44 of the Housing and Planning Act
2016**

Tribunal : **Judge Bernadette MacQueen
Mr Smith, MRICS**

Date of Hearing : **4 August 2025**

Date of Decision : **10 September 2025**

DECISION

DECISION

1. The Tribunal finds that the Respondents have committed the offence of failing to comply with an improvement notice under section 30(1) Housing Act 2004 for the period 28 August 2024 to 30 April 2025 and that accordingly a Rent Repayment Order in favour of the Applicants can be made.
2. The Tribunal makes a Rent Repayment Order of £1,561.95 for the period 28 August 2024 to 30 April 2025 and this must be paid by the Respondents to the Applicants within 28 days of the date of this decision.
3. The Tribunal finds that the Respondents did not commit any offence under sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.

Background

4. On 13 December 2024 the Tribunal received an application from the Applicants for a Rent Repayment Order (RRO) under section 41 of the Housing and Planning Act 2016 (the Act) in relation to 23 Ivy Road, Luton, LU1 1DL (the Property).
5. The Applicants did not state in their application the specific period for which they were seeking a RRO or specify the amount they were seeking, instead they stated that they were claiming a RRO from 2018. The Applicants stated that their grounds for making the RRO application were that the Respondents had failed to comply with an improvement notice and that the Applicants were facing harassment.
6. The Tribunal made directions dated 12 May 2025 which required the Applicants and Respondents each to prepare a bundle of relevant documents and which set the matter for final hearing.

7. Although not paginated or indexed, the Applicants produced a statement of case that consisted of witness statements and exhibits and included tables showing the rent that the Applicants said they had paid. They also included the improvement notice issued by Luton Borough Council which was dated 28 June 2024 and inspection notes made by Luton Borough Council.
8. The Respondent produced a bundle of documents which consisted of 53 pages which included witness statements.

The Hearing

9. The hearing was held at Stevenage Magistrates Court as an in person hearing. Asma Zulfikar, Hanzlah Essak and Nasreen Ahmed attended the hearing. Nasreen Ahmed had the benefit of an Urdu interpreter, Waheed Akhtar.
10. Raja Oman Saleem attended and was represented by Peter Daniels.
11. The Applicants clarified that they were seeking a RRO for the period 1 July 2024 to 30 June 2025 and that they alleged offences under sections 1(2) (3) and 3A of the Protection from Eviction Act 1977 and the offence of failing to comply with an improvement notice under section 30(1) Housing Act 2004.

The Law

12. Section 41 (1) Housing and Planning Act 2016 states:

“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”

13. Section 43 (1) Housing and Planning Act 2016 states:

“The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had been convicted)”

14. Section 40 (3) Housing and Planning Act 2016 defines “an offence to which this Chapter applies” by reference to a table.
15. The Applicants relied on two offences, namely offences under sections 1(2) (3) and 3A of the Protection from Eviction Act 1977 and the offence of failing to comply with an improvement notice under section 30(1) Housing Act 2004. The relevant sections are reproduced in Annex Two to this decision.

Improvement Notice

16. There was no dispute that an improvement notice dated 28 June 2024 had been issued by Luton Borough Council (the Council) in relation to the Property and had had been served on the Respondents. The Improvement Notice identified both category 1 and category 2 hazards that were set out in Schedule 1 of the improvement notice. At Schedule 2 of the improvement notice the Council set out the works sufficient to reduce the hazards.
17. The category 1 hazards (section 11 of the Housing Act 2004) were damp and mould and falling on level surfaces. The improvement notice required work to begin to remedy the hazards no later than 31 July 2024 and that this work was to be completed within 28 days, namely by 28 August 2024.
18. The category 2 hazards (section 12 of the Housing Act 2004) were falling between levels, domestic hygiene pests and refuse, fire, and position and operability of amenities.

19. No appeal had been made by the Respondents against the improvement notice. Further the Council had not varied or withdrawn the improvement notice.

The Applicants' Evidence – Failing to Comply with the Improvement Notice

20. It was the Applicants' position that the Respondents had failed to comply with the improvement notice and therefore a RRO could be made. At Exhibit C of their bundle, the Applicants produced a letter from the Council to the Respondents dated 11 December 2024 which confirmed that the improvement notice had not been complied with. Further, the Applicants produced inspection notes made by a Council officer which were dated 10 April 2025 and confirmed that the improvement notice had not been complied with.
21. Turning to the letter dated 11 December 2024, this was written by Mrs A Davis, Private Sector Housing Officer employed by Luton Borough Council, and sent to Raja Oman Saleem and Ayesha Oman Saleem. The letter stated:

“I refer to the Notice dated 12/06/2024, which expired on 28/08/2024. A monitoring visit has confirmed that the works detailed have not been complied with. I have copied the schedule of works from Keith Pembroke's notice and added my notes on the outstanding works. Please see attached”.
22. The Tribunal explored with parties at the hearing whether a notice dated 12 June 2024 had been issued. Both parties accepted that the date of 12 June 2024 was an error and the relevant notice was dated 28 June 2024. It was agreed that the time required by the notice for works to commence was 31 July 2024 with the work to be completed within the period of 28 days (by 28 August 2024).

23. The letter of 11 December 2024 confirmed that as the works detailed in the improvement notice had not been completed the Council would carry out works in default. The letter advised the Respondents that they may still carry out works necessary between the date of the letter and 2 January 2025. The letter further asked that the Respondents keep the Council informed of the works they completed. The Applicants also included within their bundle the schedule of works on which Mrs A Davidson had added her notes following the monitoring visit that confirmed that the required work had not been completed.
24. Also at exhibit C, the Applicants produced notes of a revisit to the Property that was completed by Anna Davidson on 10 April 2025. The notes confirmed that although some work had been completed, not all items had been addressed. Specifically, the notes identified that mould was still present and work to provide and fix rodent proof covers to all external low level vents had not been completed.
25. The Applicants also included within their bundle a notice which was dated 28 April 2025 and issued under section 4 of the Prevention of Damage by Pests Act 1949. This notice required the Respondents to: (1) appoint a professional pest control contractor to carry out baiting for any live mice, (2) complete all works to prevent mice being able to gain access to the property in accordance with recommendations from the pest control contractor and (3) ensure that the pest control contractor completes all necessary follow up visits and further work if there are any further signs of mouse infestation within the property. The Applicants accepted that any breach of this notice was not a breach for which an RRO could be made the Applicants asked the Tribunal to consider this evidence to show the condition of the Property.

Respondent's Position – Failing to Comply with the Improvement Notice

26. The Respondents did not accept that the offence of failing to comply with the improvement notice had been made out. The Respondents told the Tribunal that they had commenced the required work before July 2024 as they had been required to do by the improvement notice, but accepted that not all of the work had been completed by the time of the Council's visit and letter of 11 December 2024. The Respondents submitted that the work required needed longer than the time given by the Council, but that the Council appeared to have acquiesced in this and had worked with the Respondents.

Reasonable Excuse

27. In any event, the Respondents stated that they had a reasonable excuse. Raja Oman Saleem in his evidence to the Tribunal and witness statement dated 25 June 2025 told the Tribunal that initially the Respondents had tried to complete the works required by the improvement notice themselves; however, Raja Oman Saleem stated that he had found the work hard to manage whilst working full time and therefore had employed a property manager to source and arrange contractors.
28. Although, the Respondents did not produce any evidence from the Council, Raja Oman Saleem stated that the Council had agreed that more time was allowed to finish the work and that the work required by the improvement notice was all finished in early May 2025. Raja Oman Saleem stated that a full inspection had confirmed that no more work was required, other than a small piece of making good which had since been completed.
29. Further, the Respondents told the Tribunal that they had had difficulty gaining access to the Property. The Respondents confirmed that they had not taken court action to gain entry to the Property. However, the Respondents alleged that the Applicants had changed the locks early in 2024 and had not provided a key to the Respondents.

30. In reply, at exhibit D of their bundle, the Applicants produced a video which they stated confirmed that the Respondents had acknowledged that the Applicants did not change the locks. The Tribunal does not accept this evidence. The video relates to a conversation that was said to occur on 8 November 2024. The video lasts for 14 seconds and only shows part of a conversation. Raja Oman Saleem stated in his written witness statement of 25 June 2025 (paragraph 17) that he did not know how the locks had been changed, but noted that he did not understand how this could have happened without the Applicants' cooperation. The Applicants stated that, following Council guidance, they permitted access to the Property on Monday to Friday between 9am and 5pm or 6pm, unless emergency access was required.
31. In addition to not having a key to gain access to the Property, the Respondents submitted that the Applicants had denied them access to the Property to complete the works when they had requested it. At page 22 of the Respondents' bundle, they identified 11 occasions when they claimed to have been denied access. However, except for 12 December 2024, these occasions were outside of the period that the Tribunal is considering, or related to work requested to be completed on a Saturday, or did not relate to work required for the improvement notice. Regarding 12 December 2024, the Respondents produced at page 43 of their bundle an email from the Applicants which stated that the visit might have to be rescheduled.

Tribunal Decision – Failure to comply with Improvement Notice

32. The Tribunal accepts the evidence of the Applicants and finds beyond reasonable doubt that for the period 28 August 2024 to 20 April 2025 the Respondents committed the offence of breach of the improvement notice. The Tribunal accepts that the improvement notice was properly served and accepts the Council's letter of 11 December 2024 which confirms that the required works had not been completed. Further, the Tribunal accepts the evidence of the Applicants that the notes from Ann

Davidson dated 10 April 2025 show that there was still outstanding work to be completed and therefore a continuing breach of the improvement notice.

33. The Tribunal finds that the Council did not withdraw or vary the improvement notice and does not accept the Respondent's position that "the work needed longer than the time given and the council appear to have acquiesced in this and worked with the Respondents". The Respondents did not provide to the Tribunal any evidence of any conversations or interactions that they had had with the Council to support their position of the Council acquiescing.
34. The Tribunal does accept the evidence of the Respondents in their statement that they completed the work in early May 2025, and that, following a full inspection by the Council, no more work was required other than a small piece of making good. The Applicants did not provide the Tribunal with any evidence regarding this inspection. The Applicants did confirm that the Council was due to revisit the Property in the next few weeks. The Tribunal therefore accepts the evidence of the Respondents that the work was completed in early May 2025 and finds, based on the evidence of the work completed by the Respondents and the evidence presented to the Tribunal, that there is no evidence before the Tribunal of the breach continuing beyond 30 April 2025.
35. Turning, to the question of whether the Respondents had a reasonable excuse, on a balance of probabilities, the Tribunal does not accept that for the Respondents had a reasonable excuse. The Tribunal accepts the Respondents' position that, from early 2024, they did not have a key for the Property. The Tribunal notes that whilst this could prevent difficulty with access to the Property, given the Applicants were living at the Property, any visit to complete work to the Property would need to be arranged with them so that access could be given. The Respondents have not demonstrated to the Tribunal how not having a key has meant that they could not complete the work.

36. Turning to the question of the Applicants not allowing the Respondents access to the Property to complete the required work, the Tribunal has considered the incidents that the Respondents set out at page 22 of their bundle. As set out above, of the 11 occasions identified with the exception of 11 December 2024, these occasions were outside the period that the Tribunal is considering, or related to work on a Saturday, or did not relate to work required for the improvement notice. Regarding 11 December 2024, the Tribunal notes that the Applicants simply stated that they were not available on Thursday or Friday, but the Tribunal does not find that this incident alone amounts to a reasonable excuse of the Respondents being unable to access the Property.

Protection from Eviction Act 1977 – Section 1(2), (3) and 3A

37. The Applicants told the Tribunal that on 8 July 2024 an incident had occurred which amounted to harassment and unlawful conduct. In relation to this incident, the parties had different versions of events but agreed that it had happened on the day when the Respondents had arranged for repairs to be completed to the bathroom of the Property.
38. The Applicants stated that the harassment had occurred as they were told that they could not use their bathroom overnight and had to use a neighbour's bathroom, which was across the street, or alternatively they would have to book into a hotel. Further, the Applicants submitted that the Respondents had brought a trespasser into the Property and that this person had acted in a threatening and intimidating manner. The Applicants produced a video of this incident and what they described as a photo snapshot at exhibit D.
39. The Respondents told the Tribunal that the work to the bathroom had been completed at the end of the working day. The Applicants had been informed that the floor to the bathroom needed time to dry out and therefore they could not use the bathroom. The Respondents told the

Tribunal that they had made arrangements for the Applicants to use a neighbour's bathroom whilst the floor was drying. The Respondents stated that they did not harass the Applicants and in fact it was they who had felt harassed and intimidated by the general behaviour of the Applicants.

40. To further support the Applicants' allegation under the Protection from Eviction Act 1977, the Applicants relied on two letters that the Luton Borough Council had send to the Respondents. The first letter was dated 15 July 2024, a copy of which was included in the Respondents' bundle at page 40. The letter stated that Zulfikar Sherrief had approached the Council claiming that Raja Oman Saleem had threatened to evict the Applicants from the Property without proper notice and a court order and that they had been harassed. No further details were included in the letter. The Council had stated in the letter that the Respondents were "in danger of committing a criminal offence under the Protection from Eviction Act 1977".
41. The second letter, also from Luton Borough Council, was dated 4 June 2025. This letter began by stating that Zulfikar Sherrief had emailed the Council on 28/05/2025 and 04/06/2025 claiming that Raja Oman Saleem had been harassing the tenant and family. The letter stated:

"I am writing to you to inform you that you are in danger of committing a criminal /may have committed a criminal offence under The Protection from Eviction Act 1977"
42. The letter then set out the legislation and invited Raja Oman Saleem to discuss the letter with the Council.
43. The allegations within the letter were as follows:

- a. the landlady had been seen outside the children's school. The Applicants did not provide any other evidence to support this allegation.
 - b. the landlord frequently visited the Property to provoke the occupants and recorded the family, including the children, without consent. The Applicants did not provide any evidence to support the allegation that the landlord visited frequently
 - c. on a recent visit, Raja Oman Saleem's father had physically pushed Zulfikar Sherrief's father-in-law.
44. The Respondents told the Tribunal that these letters had been sent to the Respondents without the Council speaking to them to hear their position. In relation to the allegation that Ayesha Oman Saleem had attended the Applicants' children's school, her evidence to the Tribunal was that she had no idea which school the children attended and that she had never tried to find them or harass them in any way.

Tribunal Decision

45. The Tribunal is not satisfied, beyond reasonable doubt, that any offence was committed by the Respondents under sections 1(2),(3) and (3A) of the Protection from Eviction Act 1977.
46. Regarding the incident of 8 July 2025, the Tribunal accepts the evidence of the Respondents that they had made arrangements for the Applicants to use a neighbour's bathroom as a temporary measure because of the work that was being completed to the Property. Further, the Tribunal accepts that the Applicants were told that they could book into a hotel because the bathroom was temporarily not available while the work was being completed. The Tribunal accepts the position of the Respondents

that they did not harass the Applicants or indeed prevent them from using the Property in any way. The situation occurred because of the work that was completed to the Property and the suggestion that the Applicants use a hotel was intended as a solution whilst the bathroom was temporarily unavailable.

47. Further, the Tribunal does not find that the Respondents unlawfully deprived or attempted to deprive the Applicants of the premises or any part of it. The Tribunal finds that works were required to be completed to the bathroom and that work meant that for a period of time, the Applicants were unable to use the bathroom; however, the Respondents had put in place alternative arrangements. The Tribunal therefore does not find that this incident amounts to an offence under the Protection from Eviction Act 1977.
48. The Tribunal does not accept that the allegations referred to by the Council demonstrated that the Respondents had committed any offence under the Protection from Eviction Act 1977. The letters were sent in response to information that the Applicants had provided to the Council. The Council did not speak to the Respondents in order to ascertain their position and therefore these letters simply set out the allegations made by the Applicants. The letters did not state that any offence had been committed but rather provided a warning and advice.
49. The letter of 15 July 2024 stated that Zulfikar Sherrief threatened to evict the Applicants without proper notice and a court order, and that he had harassed the Applicants. Other than the evidence that related to the incident of 8 July 2024 (dealt with above), the Applicants did not provide any evidence to the Tribunal by way of witness statement to support the allegations made.
50. In relation to each of the specific allegations made in the letter from the Council of 4 June 2025 the Tribunal finds as follows:

- a. The Tribunal accepts the Respondents' evidence that they did not know which school the children attended and did not visit the school in order to harass the Applicants or any member of their family. The Applicants did not provide the Tribunal with any evidence to support this allegation other than the letter from the Council of 4 June 2025 which simply set out their allegation.
 - b. The Tribunal does not find that the landlord frequently visited the property to provoke the occupants and record them. The Applicants did not provide evidence to the Tribunal to show the landlord visiting frequently.
 - c. With regard to the allegation that on an unspecified date and time Raja Oman Saleem's father physically pushed Zulfikar Sherrief's father-in-law, the Tribunal was not provided with any evidence of this altercation sufficient for this allegation to be proved. Specifically, the Tribunal was not provided with any witness statements from anyone involved in the incident or who witnessed the incident.
51. The Tribunal is therefore not satisfied beyond reasonable doubt that any offence under Protection from Eviction Act 1977 has been committed.

Should the Tribunal Make a Rent Repayment Order (RRO)?

52. Section 43 Housing and Planning Act 2016 provides that the Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed. The decision to make a RRO award is therefore discretionary. However, because the offence of failing to comply with an improvement notice was established the Tribunal found no reason why it should not make an RRO in the circumstances of this application.

Ascertaining the Whole of the Rent for the Relevant Period

53. As set out above, the Tribunal finds the offence of failing to comply with any improvement notice proved for the period of 28 August 2024 to 30 April 2025. The Applicants confirmed that for the period 28 August 2024 to 30 April 2024, the rent was £950 per month and that the Applicants received housing benefit of £600 per month for the period 28 August 2024 to November 2024 and £475 for the period December 2024 to April 2024. The Respondents agreed with the schedule of rent paid provided by the Applicants in their documents produced to the Tribunal.
54. Having deducted the housing benefit paid, the total amount of rent paid by the Applicants for the period was £3,471.

Deductions for Utility Payments that Benefit the Tenant

55. The Respondents told the Tribunal that utility costs were not included in the rent and therefore no deduction for utility payments was required in any RRO calculation.

Determining the Seriousness of the Offence to Ascertain the Starting Point

56. The Tribunal has to consider the seriousness of the offence compared to other types of offences for which a RRO could be made, and also as compared to other examples of the same offence.
57. In determining the seriousness of the offence, the Tribunal adopted Judge Cooke's analysis in *Acheampong v Roman* [2022] that the seriousness of the offence could be seen by comparing the maximum sentences upon conviction for each offence. Using this hierarchical analysis, the relevant offence of failing to comply with an improvement notice would generally be more serious. However, the Tribunal has to consider the circumstances of this particular case as compared to other examples of the same offence.

Conduct of Landlord and Tenant

58. The Applicants identified that they were not provided with a how to rent guide, or a gas certificate, and that the only certificate they were provided with was produced in 2025. The Applicants also stated that no energy performance certificate was given to them, and that an electrical installation condition report was not provided. Further the Applicants stated that the Property did not have any carbon monoxide alarms. The Tribunal takes these factors into account as aggravating factors.
59. Further the Applicants stated that their deposit was not protected. However, it was the Respondent's position that a deposit was not collected. The Tribunal was told by the Respondent that the issue of whether or not a deposit was paid at the start of the tenancy is a matter of dispute within County Court proceedings, and that a hearing date to determine this issue has been set for a few weeks' time, namely 18 September 2025. The Tribunal therefore does not make any finding in relation to whether or not a deposit was protected. For the avoidance of doubt, the Tribunal finds that the issue of whether a deposit was paid or protected would not alter the Tribunal's decision on quantum. This is because the Tribunal has already made an adjustment in light of the documents that were not provided in the previous paragraph. The Tribunal would not make any further adjustment if it was found that the deposit was not protected.
60. The Tribunal takes into account the Respondents' mitigation. The Respondents told the Tribunal that they had tried to carry out all necessary work required by the improvement notice in the quickest time possible and that they had kept in touch with the Applicants throughout. Further, the Tribunal takes into account the Respondents' mitigation with regard to access to the Property and communication with the Applicants.

61. Regarding access, the Tribunal accepts the Respondents' mitigation that they did not have a key to the Property with the result that it had been more difficult to make access arrangements for contractors. Further, the Tribunal accepts as mitigation that, by email dated 11 December 2024 (page 43), when the Respondents had arranged for work to be completed, the Applicants had stated that they would not be available.

Financial Circumstances of Respondent Landlord

62. The Respondents told the Tribunal that the Property was the only property they owned. Further, they submitted that the rent charged for the Property did not provide a profit on the mortgage repayments and maintenance.

Whether Respondent Landlord has been convicted of offence

63. The Respondents confirmed that they did not have any convictions identified in the table at section 40(3) Housing and Planning Act 2016, and there was no evidence before the Tribunal that this was not the case.

Respondent as a Professional Landlord

64. The Tribunal accepts the Respondents' evidence that they were not professional landlords.

Quantum Decision

65. Taking all of the factors outlined above into account, the Tribunal finds that this licensing offence is more serious under the 2016 Act. Taking the factors of this particular case into account, including the Respondents' mitigation, the Tribunal finds that a RRO of 45% should be made.

66. The rent paid for the period 28 August 2024 to 30 April 2025 was £3,471. 45% of this amounts to £1,561.95. The Tribunal therefore makes an RRO in the amount of £1,561.95.

67. The Tribunal orders that the payment be made in full within 28 days.

Name: Judge Bernadette MacQueen

Date: 10 September 2025

Annex One – Rights of Appeal

1. 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 at the Regional Office which has been dealing with the case.
2. 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.
3. If the application is not made within the 28-day time limit, such application must include a request to 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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie 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.

Annex Two – Relevant Legislation

Protection from Eviction Act 1977

Section 1 - Unlawful eviction and harassment of occupier.

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—
(a) to give up the occupation of the premises or any part thereof; or
(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

Housing Act 2004 (30(1)) – Failure to Comply with Improvement Notice

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) ...

(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.