



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

Case Reference	: HAV/00LC/HIN/2025/0610
Property	: 14 Canadian Avenue, Gillingham, Kent, ME7 2DN
Applicant	: (1) Professor Amit Tolat & (2) Dr Verolyne Tolat
Representative	: Dr Verolyne Tolat
Respondent	: Medway Council
Representative	: Miss Laura Caiels, In-house Solicitor
Type of Application	: Appeal against an Improvement Notice, sections 11/12 Housing Act 2004
Tribunal Member(s)	: Judge D Gethin Miss C Barton BSc MRICS Mr E Shaylor MCIEH
Venue	: Ashford Tribunal Hearing Centre
Date of Hearing	: 16 September 2025
Date of Decision	: 1 October 2025

DECISION

SUMMARY OF THE DECISIONS OF THE TRIBUNAL

- (1) The Tribunal confirms the Improvement Notices dated 9 April 2025.
- (2) The Tribunal confirms the Payment Notices dated 9 April 2025.
- (3) The commencement date to begin all the works required under the Improvement Notice shall be extended to 14 days from the date of this decision. Such works shall then be completed within 10 weeks of the date of this decision.
- (4) The Tribunal makes no order in relation to cost.

BACKGROUND

1. This is an application by the Applicants to appeal against Improvement Notices (pp. 286-301 and 302-317, “the Improvement Notices”) and Notices of Demand for Payments (pp. 325-328 and 329-332, “the Payment Notices”), all dated 9 April 2025 and served pursuant to sections 11 and 12 of the Housing Act 2004 (“the Act”) and Part 3 of Schedule 3 to the Act.
2. The Applicants are the joint freehold owners of the Property, being a detached house built pre-1920, with three bedrooms extending over three floors, including the converted loft space.
3. It is understood that the Property was let to Mr Olusola Raphael Jegede and Mrs Oluwabunmi Adewole and occupied by themselves and their two sons, although no copy of the tenancy was evidenced in the bundle. On 16 January 2025, the Respondent received a request for an inspection from Mr Jegede as the Applicants as landlord were not undertaking remedial works at the Property.
4. On 10 March 2025, the Respondent sent letters to the Applicants and to their agent that an inspection of the Property would take place on 25 March 2025 (pp. 156-160 and 163). Due to the lack of availability of the tenants on the day of the inspection (p. 169-170), the Respondent sent letters to the Applicants and their agent on 25 March 2025 (pp. 171-175 and 178) that the inspection was rearranged for 1 April 2025. On 1 April 2025 at 7:42am (pp. 184-185), Professor Tolat emailed Mr Harrison stating that the tenants would not permit the Applicants to attend the inspection and making some short submissions.
5. Following this inspection, the Respondent served the Improvement Notices and the Payment Notices on each of the Applicants by way of 1st class post sent on 9 April 2025 (pp. 318-320 and 333-335). The application to appeal (pp. 16-30) was received by the Tribunal 28 April 2025, within the 21 days permitted to appeal.

6. The Improvement Notices identify one Category 1 hazard and eight Category 2 hazards, all requiring works. The Payment Notices relate to the cost of enforcement and is for £779.85.
7. The Category 1 hazard relates to Excess Cold. The Category 2 hazards relate to Damp and Mould Growth, Entry by Intruders, Food Safety, Falls on Level Surfaces, Falling on Stairs etc, Falling Between Levels, Fire, and Collision and Entrapment.
8. The Applicant's appeal against the Improvement Notice is on the grounds that the deficiencies giving rise to the hazards arose after the tenancy commenced, that they had not received notice of the deficiencies from their tenants until they were served with the Improvement Notice, that all previous requests for repairs reported to them had been completed promptly, that the absence of a handrail is a design of the Property, but they were content to take responsibility for the battery powered automatic fire detection system.
9. The appeal against the Payment Notice is on the grounds that the tenants should be responsible for taking the remedial action and should be responsible for paying the Respondent's expenses incurred in serving the notice.
10. The Tribunal was provided with an electronic bundle in pdf format running to 395 pages. The contents of all these documents were noted by the Tribunal. References to page numbers in this decision are the electronic pdf page taken from that bundle unless otherwise specified.
11. The hearing was conducted in person. Dr Tolat was in attendance and represented both Applicants. Professor Tolat did not attend. Miss Laura Caiels appeared for the Respondent together with Mr Ryan Harrison (the Respondent's Private Sector Housing Officer). Mr Michael Coward (the Respondent's Senior Private Sector Housing Technical Officer) attended as an observer and did not give evidence.
12. Judge Gethin informed the parties at the outset of the hearing that both himself and Miss Caiels sit as tribunal judges in the Health, Education and Social Care Chamber and are known to one another but that they have had no prior contact with regards to matters concerning the Respondent or residential housing. Judge Gethin offered to recuse himself from the panel if either of the parties objected. Both parties confirmed they had no objection to him continuing to chair the panel.
13. The hearing took the form of a re-hearing of the Applicant's application, as required by paragraph 15(2) of schedule 1 of the 2004. Act. In doing so, the Tribunal applied the requirements of the 2004 Act and considered the submissions of both parties.
14. The Tribunal was satisfied that the Improvement Notices and the Payment Notices were both valid notices properly served on the

Applicant and the Applicant's appeal was also served within the required time limit.

THE LAW

15. Part 1 of the Act provides for a system of assessing the condition of residential premises, and the way in which this is to be used in enforcing housing standards. It provides for a Housing Health and Safety Rating System ("HHSRS") which evaluates the potential risk to harm and safety from any deficiencies identified in dwellings using objective criteria.
16. Section 2(1) of the Act defines hazard as "*any risk of harm to the health or safety of an actual or potential occupier of a dwelling which arises from a deficiency in the dwelling (whether the deficiency arises as a result of the construction of any building, an absence of maintenance or repair, or otherwise)*".
17. Section 4(2)-(3) provides that a Local Authority must inspect if an official complaint is made by a justice of the peace or a parish or community council. Under Section 4(1), a Local Authority must also carry out an inspection for any residential premises in their district if it considers that it would be appropriate to do so "*as a result of any matters of which they have become aware in carrying out their duty under section 3*" or "*for any other reason*".
18. Local Authorities apply the HHSRS to assess the condition of residential property in their areas. The HHSRS enables the quantification of specified hazards by calculating their seriousness as a numerical score by a prescribed method.
19. Section 2(3) provides "*regulations under this Section may, in particular, prescribe a method for calculating the seriousness of hazards which takes into account both the likelihood of the harm occurring and the severity of the harm if it were to occur*".
20. Those regulations are the Housing Health and Safety Rating System (England) Regulations 2005 ("the Regulations"). The Regulations sets out a system for the assessment of the seriousness of hazards, known as an HHSRS assessment, whereby hazards are given a numerical score or rating calculated by reference to the level of harm they could cause and the likelihood of it occurring.
21. Regulation 7 then sets out the "prescribed bands" used to give an overall score to a hazard: for example, Band A is a hazard that scores 5,000 or more, Band B scores 2,000 to 4,999, Band C scores 1,000 to 1,999, Band D scores 500 to 999, Band F scores 100 to 199, J scores 9 or less. Hazards within Bands A to C are deemed Category 1 hazards, Bands D and below are Category 2 hazards.
22. Under Section 5 of the Act, if a Local Authority considers that a Category 1 hazard exists on any residential premises, it must take appropriate

enforcement action. Section 5(2) sets out seven types of enforcement action which are appropriate for a Category 1 hazard. The types of enforcement action that a Local Authority may take following identification of a Category 1 hazard include Emergency Remedial Action (under Section 40) and service of an Improvement Notice (under Sections 11 to 19).

23. Section 7 of the Act contains similar provisions in relation to Category 2 hazards. Power is conferred on a Local Authority to take enforcement action in cases where it considers that a Category 2 hazard exists on residential premises and those courses of action include in Section 7(2) service of an Improvement Notice.
24. Section 9 of the Act requires the Local Authority to have regard to the HHSRS operating guidance and the HHSRS enforcement guidance.
25. Sections 11 to 19 of the Act specify the requirements of an Improvement Notice for Categories 1 and 2 hazards. Section 11(2) defines an Improvement Notice as a notice requiring the person on whom it is served to take such remedial action in respect of the hazard as specified in the Notice.
26. Section 11(8) defines remedial action as action (whether in the form of carrying out works or otherwise) which in the opinion of the Local Authority will remove or reduce the hazard. Section 11(5) states that the remedial action to be taken by the Notice must as a minimum be such as to ensure that the hazard ceases to be a Category 1 hazard but may extend beyond such action. Section 12 of the Act deals with an Improvement Notice for a Category 2 hazard and contains similar provisions to those in Section 11.
27. Section 13(2) of the 2004 Act provides for the contents of an improvement notice: it must specify the nature of the hazard and the residential premises on which it exists, the deficiency giving rise to the hazard, the premises in relation to which remedial action is to be taken and the nature of that remedial action.
28. Section 14 (3) provides: *‘The appropriate tribunal may allow an appeal to be made to it after the end of the period mentioned in subparagraph (1) or (2) if it is satisfied that there is a good reason for the failure to appeal before the end of that period (and for any delays since then in applying for permission to appeal out of time)’*.
29. Part 1 of Schedule 1 provides that the improvement notice must be served on the owner of the property and on every other person who to the knowledge of the local authority has a relevant interest in the premises or is an occupier thereof.
30. Paragraph 10(1) of Schedule 1 to the 2004 Act provides for appeals against improvement notices to the Tribunal. Paragraph 15(2) and (3) sets out the powers of the Tribunal on an appeal:

“(2) *The appeal–*

(a) is to be by way of a re-hearing, ...

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

31. On an appeal the Tribunal must decide whether the Local Authority was wrong to serve the notice. The appeal is a re-hearing, but the Tribunal should give special weight or deference to the Local Authority’s views and should only conclude that one of its decisions is wrong if it disagrees with the decision despite having accorded it that special weight (*Curd v Liverpool City Council* [2024] UKUT 218 (LC), the Deputy President Mr Martin Rodger KC at paragraph 13).
32. Paragraph 14 of Schedule 1 provides that an appeal ‘...*must be made within the period of 21 days beginning with the date on which the improvement notice was served in accordance with Part 1 of this Schedule*’
33. Section 28 of the Act gives power to a Local Authority to serve on the owner of residential properties a Hazard Awareness Notice relating to Category 1 hazards. The notice advises the recipient of the existence of the hazard(s), the deficiency giving rise to it, the reason for serving the notice and details of remedial action if any which the local authority considers would be practical and appropriate to take in relation to the hazard. Section 29 contains like provisions for the service of a Hazard Awareness Notice in relation to Category 2 hazards. The Act does not provide for a right to appeal against the service of a Hazard Awareness Notice.

HEARING

34. The hearing was recorded. Below is a precis only of the most salient parts of the hearing.

Respondent’s evidence

35. Mr Harrison gave evidence. He confirmed his witness statement (pp. 137-386) was true before Miss Caiels put some questions to him.
36. Mr Harrison stated that during the inspection on 1 April 2025, Mr Jegede was present as well as a gas safety engineer who was attending that day to look at the boiler.
37. Mr Harrison went on to confirm his reasons for arriving at his calculations.

38. Mr Harrison stated that use of a battery powered fire detection system rather than an interlinked mains wired smoke alarms was not in accordance with LaCoRS Fire Safety Guidance (for the relevant excerpt, see pp. 262-264) given the increased risk for a 3-storey property with an open plan ground floor, adjacent kitchen to the front of the Property and the broken latch on the door between the first-floor landing and second-floor bedroom.
39. Mr Harrison stated that given the number and severity of the hazards in total, he had not felt that a hazard awareness notice would have been appropriate. There would no strict deadline for the Applicants to comply with the proposed remedial works, and there would be no follow up. He had disregarded other, more draconian, options such as a prohibition order as being disproportionate. He had considered it most appropriate to issue an improvement notice.
40. Mr Harrison stated that once an inspection has been carried out it is the Applicants' responsibility, not the tenants', to carry out the works. He accepted that the Applicants may not have been responsible for the hazards, but it was not the LA's responsibility to determine causation. He accepted that both the Applicants and tenants may have been unaware of the more technical hazards before the inspection took place, but once identified they must still be remedied.
41. In respect of *Damp and Mould Growth*, Mr Harrison was asked whether the blockage of the gutter to the front of the Property was simply falling moss that could be easily removed. Mr Harrison accepted that was the case. He also confirmed that there was no sign of damp or mould inside the Property, or water running down the walls. Nonetheless, Mr Harrison maintained that whilst there was no evidence of an issue currently, his scoring (pp. 192-194) was an accurate reflection of the risk of an occupier falling ill because of the deficiency within the next 12 months.
42. In respect of the bathroom door roller catch which would not close and secure the door shut, he accepted that a closed door risked retaining condensation and creating a problem in the bathroom but that in his opinion the risk was greater that moisture laden air could escape to other parts of the Property. Ideally, the bathroom door could be closed at all times because there was an appropriate means of ventilation although that could be a window that could be opened and closed.
43. With regards to *Excess Cold*, Mr Harrison's view was that the uncontrollable draught and risk of cold throughout the Property was a function not only of the ill-fitting window (pp. 195-198), but the lack of a working roller catch on the bathroom door although he had not included the latter as a deficiency in his HHSRS assessment (p. 199-201).
44. Mr Harrison confirmed that he had consciously arrived at an *Adjusted Likelihood Score* of 1 in 320 which is the same as the *National Average*

for a Pre-1920 property, despite the window being incapable of closing. He had purposely chosen that figure as any further increase in the representative scale point would have resulted in calculation of Hazard Band A (serious and immediate risk to health and safety) or Hazard Band B (very serious but slightly less immediate risk) rather than Hazard Band C (still requiring mandatory action from the LA). Mr Harrison had considered that the likelihood of harm was raised, and he was significantly concerned because the window would not close, but he did not consider it sufficient to be an immediate risk to health that would fall within Bands A or B.

45. With regards to *Food Safety* and the kitchen base unit door which had come away from its hinges (pp. 211-213), Mr Harrison accepted that food may not have been stored in that particular unit at the time, but that it invited food storage given it was next to the fridge.
46. With regards to *Falling on Stairs etc*, Mr Harrison accepted that the design of the staircase did not permit a handrail to extend the length of the staircase between the ground floor and the first floor (pp. 229-232) or between the first floor and the second floor (pp. 233-234), but that handrails could have been installed on the wall side of the staircase in both cases.
47. With regards to *Falling Between Levels*, Mr Harrison noted the missing spindles and the 170mm ledge alongside the second-floor balustrade. Mr Harrison confirmed that only Mr Jegede was in attendance, but that he had recorded in his inspection notes (p. 282) that two children aged 7 and 11 years lived at the Property, children being at greatest risk of falling in such situations.
48. Mr Harrison accepted that there were a number of ways by which occupiers could be deterred from climbing onto or walking along the ledge.
49. With regards to *Fire*, Mr Harrison repeated his concerns regarding smoke lagging because the door between the first-floor landing and the second-floor bedroom would not remain closed due a defective handle mechanism, although he accepted that an occupier may choose not to keep the door closed even if it was in repair. Mr Harrison's concerns were increased because of the large ground floor hallway and the fact that the kitchen is to front of the Property near the base of the stairs.
50. Mr Harrison confirmed that there were only two battery powered smoke alarms in place during the inspection, and he consulted his inspection notes which showed the alarm on the ceiling of the second-floor bedroom was both dated 2014 and not working at the time (p. 284). An inventory photograph showed what appeared to be a smoke alarm in the ground floor hallway, but Mr Harrison said that was not present at the time of his inspection.

51. With regards to *Collisions and Entrapment*, Mr Harrison noted the increased risk of entrapment when trying to return the boiler door cupboard into the frame given it is loose from the hinges (pp. 270-273). Mr Harrison accepted that in light of the weight of the dislodged radiator cover (pp. 274-277), it represented more a risk to small children.
52. Mr Harrison admitted that the Local Authority had not taken steps to engage with the Applicants prior to serving the Section 239 notification dated 10 March 2025 on the Applicants and their agent (pp. 156-160 and 163) notifying them of the intended inspection. No response was received.
53. Following the tenants cancelling the inspection on 25 March 2025 (pp. 169-170), a further Section 239 notification dated 25 March 2025 was served on the Applicants and their agent (pp. 156-160 and 163) of the intended inspection on 1 April 2025 (pp. 171-175 and 178). The first contact received from the Applicants was the email from Professor Tolat on the morning of the inspection (pp. 184-185).
54. Mr Harrison confirmed that he was not asked by the tenants to issue an improvement notice nor encouraged to do so because of the possession proceedings, nor had he felt influenced to do so when he became aware of the proceedings from Professor Tolat's email.
55. Dr Tolat asked whether Mr Harrison was aware that the tenants were not meant to be in the Property at the time of the inspection. Judge Gethin explained to Dr Tolat that until an order for possession is made, the tenants remained lawful occupiers notwithstanding service of the section 21 notice and the issue of proceedings.
56. Dr Tolat asked whether Mr Harrison was aware of the context behind the request for an inspection, and Mr Harrison said that he did not recall reading Professor Tolat's email before the inspection took place.

Applicant's evidence

57. Dr Tolat gave evidence, and Miss Caiels put some questions to her.
58. Dr Tolat repeatedly stated that the Applicants accept responsibility if they were made aware of the issues by the tenants. Dr Tolat pointed to the Pre-Let Inventory dated 13 September 2022 (pp. 41-94) and the Check Out Document dated 14 May 2025 (pp. 95-134) as evidence that the Property had not deficiencies at the outset of the tenancy, and that the tenants were the cause of the deficiencies and that they should be held responsible.
59. Dr Tolat stated that the Applicants had always acted on their responsibility to repair when they were made aware. She spoke of an occasion when the tenants' washing machine had flooded the kitchen. Dr

Tolat said that was because of a leak in the tenants' hosepipe and when the Applicants had discussed that with the tenants, the tenants had become aggressive towards the Applicants.

60. Dr Tolat complained that the Applicants had not been able to attend the inspection as the tenants had told them that they would not be welcome. She said that they could not be expected to repair the bathroom window or the spindles if they had no knowledge of the issues.
61. On questioning by the Tribunal, Dr Tolat stated that the request for an inspection was only made after the county court had issued the proceedings for possession on 10 January 2025. Although the request stated the Applicants were not doing 'essential repairs', the Applicants had been contacted about the front door the following day on 17 January 2025, and a locksmith was sent the same day. Dr Tolat's position was that the Applicants had always acted promptly when notified and arranging a locksmith to attend showed they did not avoid their responsibilities.
62. Dr Tolat confirmed that the Applicants had inspected the Property 3 or 4 times over the period of the tenancy. They had noticed a deterioration from the first time, with grease marks in the kitchen being noticeable. Dr Tolat said that a couple of spindles had come out, and they had fixed those. Dr Tolat had not seen the kitchen base unit door before but there was general deterioration in upkeep and maintenance. She felt that the Applicants had complied with their obligations as landlords.
63. Dr Tolat said that the tenants had refused access once the section 21 notice was served. Dr Tolat said that they thought they were letting the Property to a husband and wife, and only later were they aware of the children at the Property. Dr Tolat said that when they visited other people would be at the Property.
64. Dr Tolat said that the Applicants were surprised when they received the Improvement Notice.
65. Dr Tolat was asked whether they intended to re-let and she said no. Although the tenants were ordered to leave the Property on 28 April 2025, they did not do so until 13 May 2025. The Property has been vacant since and is currently marketed for sale.
66. Dr Tolat said that the Applicants had repaired the patio step, door hinges and door latches and that they had cleared, cleaned and re-painted the Property.
67. When asked whether they had repaired the spindles she said no, as they would require matching spindles at a lot of cost, nor had they yet repaired the bathroom window.

68. Dr Tolat said that the Applicants had tried to contact Mr Harrison prior to the inspection, by making phone calls and leaving messages. There was no evidence of that in the bundle. Dr Tolat said they had provided the EICR Certificate ahead of the inspection, although she conceded that must have been afterwards when taken to the evidence from Mr Harrison's notes that it had been requested but was still awaited at the time of the inspection (p. 282).

DECISION

69. We are grateful to the parties for their submissions.

Whether to confirm, quash or vary the Improvement Notice?

70. We are satisfied that the appeal was made in time, and we are entitled to consider the same.
71. Dr Tolat did not oppose the position that all the deficiencies identified within the Improvement Notice were correctly identified. She was steadfast in her view that the deficiencies were mostly the result of wilful damage by the tenants which had not been communicated to them.
72. Dr Tolat submitted that as the Property was no longer subject of a tenancy and had been marketed for sale, the Improvement Notice was no longer necessary and invited us to quash it.
73. Miss Caiels submitted that Mr Harrison's evidence was persuasive and his reasons for the scorings in the HHSRS assessment were sound. Mr Harrison had been truthful when he had recognised an error in his scoring, and he had corrected it prior to this hearing in preparing his witness statement.
74. Miss Caiels submitted that notwithstanding who was responsible for the deficiencies, some were technical matters arising from the design of the Property, but they remained deficiencies that would need to be remedied.
75. Miss Caiels submitted that whilst the effect of the appeal is to suspend the Improvement Notice pending the outcome of the appeal, and Dr Tolat gave oral evidence that some works had been done, not all the works had been completed.
76. We turn to the evidence of Mr Harrison. Whilst Mr Harrison might have chosen to take a different approach, he gave a reasoned explanation as to why he chose to serve the Improvement Notice rather than a Hazard Awareness Notice. We also had the benefit of hearing what steps had been taken by the Applicants since then.

77. Whilst the Improvement Notice is suspended pending the outcome of the appeal, Dr Tolat's oral evidence was that little had been done despite the Property having been vacant since 13 May 2025. Notably the spindles had not been replaced on the basis that they would be a "*lot of cost*" and no explanation was given as to why the bathroom window had not been repaired.
78. We did not find Dr Tolat to be a persuasive witness. Dr Tolat appeared to be unsure as to why the Improvement Notice had been served and did not recognise why the Applicants should be responsible for carrying out the remedial works identified. Although it will be frustrating, Dr Tolat appeared aggrieved that the Applicants were being held liable for matters she considered to be the tenants' fault.
79. Dr Tolat held an unfounded belief that the Improvement Notice should be quashed if the Property was no longer subject of a tenancy. That is flawed for two reasons:
- a. first, should the Property be sold to another party who themselves lets the Property after the Improvement Notice has been quashed, the purpose of the HSSRS scheme would be frustrated; and
 - b. second, although the vast majority of inspections will be undertaken by a Local Authority in respect of premises in the private rented sector, a Local Authority is under a duty to keep under review the housing conditions for any residential premises within its borough. That applies to the Property whether it is tenanted or lived in by an owner occupier.
80. We considered whether the Local Authority could have served a Hazard Awareness Notice instead. In light of Dr Tolat's oral evidence, we had no confidence that the Applicants would have taken appropriate action in respect of a Hazard Awareness Notice. The notice is suspended pending the determination of the appeal, but it is nevertheless notable that, in respect of the *Excess Cold* and the *Falling Between Levels*, the Applicants have not taken any steps to remedy based on Dr Tolat's oral evidence. For example, the Applicants had not replaced the missing period spindles with a cheaper spindle that did not match in style.
81. We are satisfied that the service of an Improvement Notice was appropriate and that the Category 1 and 2 hazards were properly classed as such.

Period for compliance

82. We found the remedial works to be appropriate. We are satisfied the remedial works specified in Schedule 2 to the Improvement Notice (pp. 307-311) can and should be undertaken promptly.
83. Given that the Applicants have appealed the Improvement Notice and during that period the effect of the notice is suspended, we are satisfied

that a short further period of time should be given to them. The works were originally to be completed by 16 June 2025, 10 weeks after the date of the Improvement Notice.

- 84. We consider that the Applicants ought to be able to begin all the works required under the Improvement Notice within 14 days of the date of this decision. Such works can then be completed within 10 weeks of this decision.
- 85. We remind the Applicants that as the owners it is for them to ensure compliance. If they fail to do so they may commit a criminal offence. The items identified as requiring repairs are serious and matters a prudent landlord would simply have got on and addressed when they accepted the works were needed.

Payment Notice

- 86. Dr Tolat confirmed during the hearing that the Applicants also sought to appeal the Payment Notice.
- 87. The Applicants have submitted that the tenants should be held responsible for pay the sum of £779.85 being the Local Authority's costs incurred for carrying out the inspection and the expenses incurred for serving the notices. We have no jurisdiction to order the tenants pay the sum demanded in the Payment Notice.
- 88. On the basis that we have confirmed the Improvement Notice, we conclude that the Respondent was entitled to issue the Payment Notice. The amount specified to be paid was reached on a reasonable basis and so this amount should be paid by the Applicants. The Payment Notice is therefore confirmed in the terms issued

Application for Costs

- 89. The Applicant made an oral application under paragraph 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for an order that the Respondent reimburse the application fee and the hearing fee.
- 90. Since the Respondent has been successful in defending the application in that both notices were confirmed, the Tribunal determines that it is not just and equitable that the Respondent should be responsible for the tribunal fees associated with this case.
- 91. Dr Tolat enquired whether she could seek an order for costs against the tenants. We do not have the jurisdiction to make such an order, but for the avoidance of doubt and for the reasons given above we would have declined to do so in any event.
- 92. Accordingly, the Tribunal makes no order in relation to costs.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.