



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

Case reference	:	CAM/00MD/HNA/2025/0608
Properties	:	20 Mansel Close Slough SL2 5UG
Applicants	:	1. Ravinder Singh 2. Smart Properties Developments Limited
Respondent	:	Slough Borough Council
Type of application	:	Appeal against financial penalty - Electrical Safety Standards in the Private Rented Sector ... (England) Regulations 2020 (the “Regulations”)
Tribunal members	:	Judge David Wyatt Mr G Smith MRICS FAAV REV
Date of decision	:	28 November 2025

DECISION

Decision

- (1) The tribunal varies the final notice dated 8 January 2025 to impose a financial penalty of **£16,500** for breach of Regulation 3(1) in respect of the Property.
- (2) The application for a costs order against the Applicants will be determined as directed on pages 12-13 below. Those directions give the Applicants a final opportunity to provide proper bundles of evidence/submissions before the tribunal makes its final decision in respect of costs. If the Applicants fail to comply with those directions, a costs order may be made without further warning; please see below.

Reasons

Penalty notice

1. By a final notice dated 8 January 2025, the Respondent local housing authority (the “**Council**”) sought to impose a financial penalty of £17,600 under regulation 11 and Schedule 2 to the Electrical Safety Standards in the Private Rented Sector ... (England) Regulations 2020 (the “**Regulations**”) for alleged breach(es) of Regulations 3(1)(a), (b) and (c).
2. The penalty was based on:
 - a. an electrical installation condition report (“**EICR**”) dated 15 July 2024 concluding that the installations were unsatisfactory (as described below);
 - b. allegations that the remedial work recommended in that EICR was not carried out/no satisfactory EICR was ever produced; and
 - c. failure to produce any other EICR before or after the relevant tenancy was granted (Aisha Javied, a previous director of the Second Applicant, having apparently informed the Council that “certificates” were in place since letting but not produced copies).

Applicants

3. The freehold title to the Property is/was owned by the Second Applicant, Smart Properties Developments Limited, which purchased it on 12 December 2018 for a declared price of £390,000 with a mortgage to Charter Court Financial Services Limited. Ravinder Singh has been a director of Smart Properties Developments Limited since 22 June 2018 and is now the sole director. Aisha Javied was a director from 18 March 2024 until 10 January 2025. At the hearing, Mr Singh told us that the Property had been sold recently for £400,000.
4. On 29/30 January 2025, Ravinder Singh applied to the tribunal, naming himself as Applicant, to appeal against the penalty. On 23 July 2025, a tribunal chair gave case management directions. These provided for the Council to produce bundles of their case documents, and they did so. Mr Singh was directed to produce bundles of case documents by 12 September 2025 in response, but failed to do so. Instead, on 24 September 2024, he sent sets of loose, faintly copied, unpaginated documents to the tribunal office and to the Council.
5. The week before the hearing, the tribunal wrote to the parties, observing that these documents appeared to include an EICR dated 4 August 2020 which seemed to indicate that the condition of the electrical installations was then satisfactory. In that document, the issuing company is named as B S Electrotech Services Ltd of 49 Pinkwell Avenue, Hayes, and the inspector as Baljit Singh.

6. On 14 November 2025 (the same day), Ms Hall (an in-house lawyer for the Council) replied confirming the Council had been sent the same set of documents. She attached a new witness statement from Gurtake Singh which refers to this EICR (dated 4 August 2020, number 2202100002322) and states:

“Upon checking the serial number of the certificate, I can confirm that the certificate does NOT belong to 20 Mansel Close, Slough, SL2 5UG (“the Address”).

We do not carry any responsibility for the above address as the certificate provided to you has been forged with.

The original report belongs to a different address in Isleworth, 43a South Street. This was issued by BS Electrotech Services Ltd, which has changed to Deo Hightech Ltd. Deo Hightech Ltd has access to all certificates issued by BS Electrotech Services Ltd and we can verify that the original serial number of the certificate does not belong to the Address.

Upon searching the database using the Address, we can verify that no inspection has been carried out at the Address before.”

7. Gurtake Singh and (since 2023) Baljit Singh are directors of Deo Hightech Limited, which was incorporated in 2019. B S Electrotech Services Limited was incorporated on 3 April 2021, with Baljit Singh the sole director. Ms Raizak understood that Baljit Singh spent most of his time as the electrician working on sites and Gurtake Singh was more often in the office (he had answered all her telephone calls).
8. On 18 November 2025, the Council warned by e-mail that they would be applying for an order for their costs. They also provided a second witness statement from their housing officer, Ms Rashida Raizak, which explained the enquiries she had made about the electrical (and gas) certificates and exhibited copies of her correspondence, including an e-mail from Gurtake Singh on 30 October 2025 in the same terms as the first two paragraphs of the witness statement noted above (adding that the original report belongs to a different address in Isleworth). His e-mail signature gives the same 49 Pinkwell Avenue address as the disputed document. Ms Raizak noted in her witness statement that he had also mentioned by telephone that the correct (Isleworth) address is on a later page of the disputed document.
9. At the hearing by video on 19 November 2025, the Applicants were represented by Ravinder Singh (whose Wife was also in attendance). The Council was represented by Mr Wajahat Sherwani of Counsel, instructed by the in-house lawyer(s) at the Council. Ms Raizak attended to give evidence for the Council. The Council’s housing manager, Natalie Worley, also attended.

10. If Smart Properties Developments Limited were not already a party, we added them as Second Applicant. We confirmed, and it was not disputed, that we were proceeding on the basis that Ravinder Singh and the company were both parties with the only penalty that sought to be imposed on the company by the penalty notice noted above.

Regulations

11. Regulation 3 came into force on 1 June 2020. It requires that:

“3.—(1) A private landlord who grants or intends to grant a specified tenancy must—

(a) ensure that the electrical safety standards are met during any period when the residential premises are occupied under a specified tenancy;

(b) ensure every electrical installation in the residential premises is inspected and tested at regular intervals by a qualified person; and

(c) ensure the first inspection and testing is carried out - (i) before the tenancy commences in relation to a new specified tenancy; or (ii) by 1st April 2021 in relation to an existing specified tenancy.”

12. By Regulation 2, “electrical safety standards” means “*the standards for electrical installations in the eighteenth edition of the Wiring Regulations, published by the Institution of Engineering and Technology and the British Standards Institution as BS 7671: 2018*”. Further, “specified tenancy” means “*a tenancy of residential premises in England which— (a) grants one or more persons the right to occupy all or part of the premises as their only or main residence; (b) provides for payment of rent (whether or not a market rent); and (c) is not a tenancy of a description specified in Schedule 1 to these Regulations*”. An existing specified tenancy was granted before the Regulations came into force and a new specified tenancy was granted on or after that.

13. Regulation 11 provides that:

“(1) Where a local housing authority is satisfied, beyond reasonable doubt, that a private landlord has breached a duty under regulation 3, the authority may impose a financial penalty (or more than one penalty in the event of a continuing failure) in respect of the breach.

(2) A financial penalty— (a) may be of such amount as the authority imposing it determines; but (b) must not exceed £30,000.”

14. The guidance on the Regulations refers, in relation to financial penalties, to the earlier MHCLG guidance: *Civil Penalties under the Housing and Planning Act 2016 - Guidance for Local Housing Authorities*. This may not be directly applicable, but gives a useful point of reference. After guidance on decisions on when to impose a

financial penalty, it includes the guidance reproduced in the Schedule to this decision. It was confirmed that the Council does have its own policy for financial penalties under the Housing Act 2004, but had not produced this. It was not disputed that accordingly in this case we should make our own assessment, by reference to the factors in the MHCLG guidance.

Alleged breach

15. By a tenancy agreement dated 12 August 2021, the Second Applicant granted an assured shorthold tenancy to a Mr and Mrs Ali for a term from then until 22 January 2022 at a monthly rent of £1,350. It was not disputed that it thereafter became a periodic tenancy, continuing until or after 17 July 2024 (the date referred to in the penalty notice).
16. The penalty notice alleged failure to carry out the first electrical inspection and testing in advance and failure to ensure such inspection and testing at regular intervals. It alleged the electrical safety standards were not met during the period of occupation under the tenancy, relying on the EICR described below.
17. The EICR dated 15 July 2024 describes the installations as unsatisfactory. It notes only one ring circuit had been tested, saying: “...*due to high readings i informed land lord that this is not going to pass...*”. It noted that the system had been “*left unpowered until works complete*”. It recommended upgrading the consumer unit, noted damaged sockets in the bedroom, and “...*very high earth loop impedance readings. recommended full rewire of sockets*”. Aside from C3 (improvement recommended) items, it records the following C2 (“*Potentially dangerous. Urgent remedial action required*”) faults:
 - “*2... socket in bedroom has open entry point*”
 - “*3...DB – 4.8 Manual operation of circuit breakers and RCDs and AFDDs to prove functionality (643.10) – RCD manual test button fails to operate the device*”
 - “*5...DB1 1 Sockets bedroom Excessive Earth Loop Impedence*”
18. The Property is a three-bedroom semi-detached house, which was occupied by the tenants and their children. In her witness statement, Ms Raizak confirmed the matters noted above. She explained that she had originally contacted Ravinder Singh on 3 July 2024 and met him with Aisha Javied at the Property that day, following concerns that the tenants were without adequate facilities while works were being carried out to the bathroom, kitchen and wall between them. On re-inspection on 17 July 2024, she was told the tenants and their children had been temporarily moved to a Travelodge while the works continued, and their belongings were still in the Property.
19. On 18 July 2024, Aisha Javied sent the EICR dated 15 July 2024 which recorded that the electrical installations were unsatisfactory. When

asked for a satisfactory EICR, Aisha Javied said *“the quotes we are getting is costing more than we can afford at the moment”*, said that year their mortgage payments had increased to £2,400 per month and confirmed the mains power had been turned off (by the electrician), asking the Council to provide emergency accommodation for the tenants. The correspondence seems to have been lengthy but unproductive. The Council provided housing for the tenants.

20. On 23 July 2024, the Council warned of the potential for penalties of up to £30,000 for failure to comply with the Regulations. Again, it seems, nothing was done, and no other certificates were produced. On 19 November 2024, a notice of intention (dated 18 November) was given, proposing a penalty of £17,600 for the reasons noted above. After no representations were made in response, the final penalty notice was given on 8 January 2025 as noted above.
21. In his appeal application form, Ravinder Singh said that earlier in 2024 the tenants had been asked to leave in 28 days when they did not agree to a higher rent (following increased mortgage payments). He said that he then sought to carry out works, including work to obtain updated electrical and gas safety certificates, to re-let the Property. He said some works were carried out after discussions with the Council (apparently in relation to the kitchen/bathroom), but further works would have cost £10,000 and his offer of alternative accommodation was not taken up by the tenant. He said that he could not afford to carry out the remaining works, asserting monthly costs of £2,500. He wrote: *“I was also asked to send over last 3 years gas and electric certificates I thought I had sent this over but realised very late that the email was sat in my draft emails.”*
22. At the hearing, Ravinder Singh did not wish to ask questions of the Council’s witness. He confirmed that he was seeking to rely on the document which had been included (without explanation) as a satisfactory EICR from 2020 in his document “bundle”, after copy gas safety certificates. The first substantive page of this document gives the installation address as the Property (*“20, Mansel Close Slough”*), with the correct postcode. The document has the same report/serial number on every page. When asked at the hearing, Ravinder Singh said he did not know why the last page (a detailed test schedule) gives the installation address *“43a South Street, ISLEWORTH”*.
23. Nor could Ravinder Singh explain the witness statement from Gurtake Singh alleging that the document had been forged. He said for the first time at the hearing that he had forwarded that witness statement to a *“Raj Patel”*, who had not responded to his calls and e-mails asking for an explanation. He said that Raj Patel had been involved with the gas safety certificates and thought he had been working with another for electrical certificates, attending the Property with the electricians.
24. We note that the gas safety certificates were signed by an Alpesh Patel. Ms Raizak said in her witness statement that she had traced Alpesh

Patel and he had told her that the gas certificates were all genuine and produced by him, but had not yet responded to her request for written confirmation.

25. At the hearing, Ravinder Singh said he had been unable to find any electrical certificate, saying “*so much*” had been done by his “*business partner*”. Ravinder Singh told us that he was a builder himself, with people in his contact list, so he would have called Mr Raj Patel to arrange the electrical inspection in 2020 and thought that he would have paid cash. He said that, when he could not find the certificate, he had asked Raj Patel for a copy and Raj Patel had charged him £250 to provide this. Mr Singh accepted that he had provided no witness statement about any of this (or anything else), none of the recent e-mails described above, and no evidence of any payments for or messages about the original or the copy “certificate”. He said that he dealt by phone and paid the £250 cash.

Conclusion

26. We are satisfied beyond reasonable doubt that the Second Applicant breached the duties under Regulation 3(1) as alleged. It was not disputed that the EICR from 15 July 2024 confirms non-compliance with the relevant electrical safety standards at that time. There was no suggestion that any relevant remedial works were carried out; the duty in sub-paragraph (a) was breached. On the contrary, it seems the approach was to leave the Property without power, without carrying out any electrical works.
27. We are satisfied that the disputed document dated 4 August 2020 does not relate to the Property, whether this results from some kind of mistake or from fabrication. The company named in it was not incorporated until 2021. There was no real challenge to the witness statement (from a director of the apparent successor to that company) that the certificate relates to a different property and they had no record of having inspected the Property. That is consistent with the different address (miles away from the Property) noted on the last page of the disputed document. Further, basic installation details noted in the disputed document are different from those in the 2024 EICR about the Property (20+ years vs 50 years old, main switch in the “*Lounge Area*” vs a cupboard, 16 mm vs 10 mm earthing conductors).
28. Accordingly, we are satisfied that the Second Applicant also breached the duties under sub-paragraphs (b) and (c) to ensure every electrical installation was tested and inspected at regular intervals and to ensure the first inspection and testing was carried out before the tenancy commenced in August 2021. The disputed document is not evidence, and there was no other evidence, of inspection or testing of the electrical installations at the Property until the unsatisfactory inspection and testing on 15 July 2024.

29. The Second Applicant has not shown that they have taken all reasonable steps to comply with these duties, so Regulation 3(2a) (inserted recently) cannot assist them. Vague suggestions for the first time at the hearing that a previously unmentioned person dealt with these things for Ravinder Singh, arranged by telephone and paid for in cash, with no supporting evidence or any explanation of why it might have been reasonable to rely on such a person, are far from enough to show such reasonable steps.

Whether to impose a penalty/what penalty to impose

30. Ravinder Singh made no argument that no penalty should be imposed and no submissions about the amount of the penalty, leaving this for our assessment. Our assessment is that a penalty should be imposed, for the reasons noted below. Mr Singh had previously asked about payment by instalments, but that will be a matter for him to discuss with the Council, who said he had failed to accept their earlier offer of a 25% discount to avoid the need for tribunal proceedings and have already had to wait many months for these appeal proceedings.
31. The penalty notice referred to the MHCLG guidance noted above. It alleged that culpability was high, given that the Regulations came into force on 1 June 2020. We agree. At that time, the Covid pandemic slowed the spread of awareness about the new Regulations and made it more difficult to get access to properties and secure electricians to comply with them. However, we are not being asked to consider any previous tenancy. The relevant tenancy was not granted until August 2021 and continued for some three years. There was no real evidence of any attempt to procure inspection of the electrical installations until the unsatisfactory inspection on 15 July 2024. It seems likely that this inspection was procured in haste only after the first contact from and visit by Ms Raizak on 3 July 2024. We do not accept the suggestions from Ravinder Singh that an attempt had been made before that to obtain an electrical certificate, not least because no contemporaneous evidence was produced of any such attempt.
32. The Council agreed that they were not aware of any previous convictions or non-compliance in relation to other properties.
33. The penalty notice alleged that potential harm was high because the EICR dated 15 July 2024 showed the electrical installations were potentially dangerous. The notice alleged half of domestic fires were caused by “electricity” and a higher risk of electrical shocks for tenants who privately rent. It made no separate assessment of severity, asserting a set of “assumed starting points” which for high culpability and harm would be £16,000.
34. In our assessment, the risk of potential harm was medium. We give significant weight to the Council’s assessment and bear in mind the assertion from Ms Raizak at the hearing that RCDs (trip switches) are not reliable (so there is a risk of electric shocks) when earth loop

impedence is too high, noting the EICR identifies three C2 items. However, given the limited evidence it also seems sensible to assess this by reference to the codes in the EICR. As discussed at the hearing, the highest category, C1, indicates “*Danger present. Risk of injury. Immediate remedial action required.*” There were no C1 items here. The three C2 items described above seem to present a medium risk.

35. Those attending for the Council could not tell us what difference this would have made under their Housing Act policy. Mr Sherwani submitted that in the circumstances a starting point of about half of the maximum of £30,000 is still appropriate. In the absence of any other suggestion, we agree: the appropriate starting point by reference to severity, culpability, track record and potential harm is £15,000.
36. We then need to decide whether to adjust this. In the penalty notice, the Council relied on aggravating factors of lack of any satisfactory EICR and failure to produce any earlier EICR, but these matters are already taken into account in the starting point. In view of the way the evidence was produced for this hearing, we do not consider the suggestion(s) of previous “certificates” to be a very significant aggravating factor. The gas certificates were ultimately produced. Those representing the Second Applicant should have been more careful about what they said to the Council. However, for the purposes of this penalty, it does not seem proportionate to attempt to assess any wider blameworthiness of the Second Applicant for suggestions of earlier certificates.
37. There is force in the Council’s criticisms that it seems the Applicants only wanted the tenants out of the Property and were not interested in making it safe first, claiming they could not afford the works but providing no evidence of this when they had been receiving a monthly rent of £1,350. The gross rent under this tenancy over almost three years would have exceeded £45,000. The Council asserted the property value, rent and mortgage had been taken into account in increasing their £16,000 starting point to their final figure of £17,600 (which equates to their starting point plus 10%), but did not explain how.
38. At the hearing, Ravinder Singh said he had bought the property jointly to make money, but the mortgage increased and the tenants could not pay more, the tenants had gone to the Council who had told him he could not evict in view of the condition of the Property, certificates had been requested and he had been carrying out building work. The tenants left themselves, he said.
39. It is credible that in 2024 the Second Applicant may have been paying more than they expected to their mortgagees, who do not seem to be retail lenders. If the payments for most of the tenancy had been £950 as asserted during the hearing, the balance of the £1,350 rent would be about £400, leaving income of about £10,000 over the first two years before tax. If the payments did increase as claimed in 2024, they would then have been losing each month. However, they produced no real

evidence of this, or their financial circumstances, so their assertions have little weight. We do not know, for example, whether the mortgage payments included capital repayments increasing their equity in the Property, which they sold for more than the purchase price (subject to purchase and sale costs).

40. We doubt that the Second Applicant could not afford the electrical remedial works. Again, there is no real evidence of their resources and no evidence to support their assertion that works would cost £10,000. That figure may include other work; it seems more than the likely cost of the remediation required by the 15 July 2024 EICR even if this involves some substantial re-wiring in this three-bedroom house.
41. If that is wrong, it appears the Second Applicant created the situation by letting the Property to these tenants without the requisite electrical inspection/works in advance, and made money from the letting for at least two years and potentially from the sale. They had provided a budget hotel for this family for a few days while their earlier kitchen and bathroom works were carried out (with a view to re-letting at a higher rent), then procured an electrical inspection, after the Council became involved. Then the mains power was switched off by the electrician. They have provided no evidence that their offer of alternative accommodation was real or reasonable. In substance, it appears they left it to the Council to re-house the tenants and children on an emergency basis.
42. In the circumstances, we will adjust by the same proportion as the Council (10%). The starting point of £15,000 is to be increased to £16,500. That seems proportionate while having real economic impact. It should deter the Second Applicant and others from such breaches, encouraging compliance. It should also remove the financial benefit of not complying, whether we assess this by reference to the assertions for the Second Applicant that the works would have cost £10,000 or the potential income/benefits described above. That should achieve the aim, described in the guidance, that it should not be cheaper to breach these duties than to ensure a property is well maintained and properly managed.

Costs - conduct in the proceedings

43. Mr Sherwani applied under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the “**Rules**”) for an order that the Applicants jointly and severally pay the Council’s costs. In a case of this type, the tribunal can make an order in respect of costs only if a person has “...acted unreasonably in bringing, defending or conducting” the tribunal proceedings. As mentioned at the hearing, the parties may wish to refer to Willow Court Management Co (1985) Limited v Alexander [2016] UKUT 290 (LC), and Lea & Ors v GP Ilfracombe Management Company Limited [2024] EWCA Civ 1241, for example.

44. A brief statement of costs was provided shortly before the hearing seeking £4,985 for the time spent by Sylvia Hall as lawyer for the Council at £142 per hour, apparently for all work on the case, plus Counsel's brief fee. At the hearing, it was confirmed that brief fee was £1,200 including VAT, a total of £6,185 sought for the costs to date. Mr Singh did not dispute that the costs were reasonable, saying only that he could not afford to pay them.
45. We are concerned that Ravinder Singh:
- a. said in his appeal application to the tribunal in January 2025 that when the Council had asked for the gas and electrical certificates "*I thought I had sent this over but realised very late that the email was sat in my draft emails*";
 - b. then, it seems, put the "EICR" document dated 4 August 2020 before the tribunal amongst the faintly copied documents in the "bundles" he was seeking to rely upon without being careful about (and with no witness statement or explanation of) its provenance (where it had come from); and
 - c. still sought to rely on this document at the hearing, after seeing the evidence obtained by the Council, telling us for the first time at the hearing that he obtained this document (and in 2020 obtained the original) from a previously unnamed individual, for cash. This seems inconsistent with his earlier statement that the certificates had been sitting in his draft e-mails all along.

Mr Sherwani submitted that Ravinder Singh either knew the document was forged, or was reckless about these matters. It was not reasonable to fail to carry out any due diligence, producing this document in this way and saying he had paid cash with no records, he argued.

46. Based on the evidence (or lack of evidence) produced so far, these matters appear unreasonable. However, it is not impossible that errors were made with electrical inspection records in 2020, given the circumstances noted above. Since the authenticity of the document was disputed so late (on Friday, 14 November, only two clear working days before the hearing on Wednesday, 19 November), we consider that it is fair to give Mr Singh a final opportunity to produce proper evidence in a proper bundle (as directed below) to give any reasonable explanation he may have, before we make our decision.
47. As matters stand, we are not satisfied that the other matters referred to by Mr Sherwani would (alone) constitute unreasonable conduct. The Applicants' failures to comply with directions wasted time and resources, so might combined with other matters be unreasonable, but do not appear enough by themselves. Failure to accept or beat the Council's offer of a 25% discount in the penalty was not unreasonable; people are entitled to appeal and generally this is not a cost-shifting jurisdiction. If we do find unreasonable conduct, the failures to comply

with directions may be relevant to the questions of whether to make an order and if so what order to make.

Directions

Evidence from Ravinder Singh and Smart Properties Developments Limited

48. By **15 December 2025** the Applicants must produce a paginated (numbered, like a book) bundle of the following documents and deliver **two hard copies** to the tribunal (with a covering letter asking clearly that these be referred to the Judge) and **one hard copy** to the Council. The bundle must include copies of:
- a. the witness statement provided by the Council on 14 November 2025 and the witness statement and exhibits provided by the Council on 18 November 2025;
 - b. a **witness statement from Ravinder Singh** (he may wish to look at one of those from Ms Raizak if he would like to see a template) setting out **all evidence and explanations relied upon in relation to the matters identified in paragraph 45 above and all other matters relied upon in relation to the costs application**, confirming the source of any documents in the bundle, signed with a simple statement of truth (“I believe that the facts stated in this witness statement are true”);
 - c. a copy of the e-mail said in the application form to have been stuck in drafts, with copies of its attachments, or an explanation of why this cannot be provided;
 - d. the full name and contact details of Mr Raj Patel and copies of all records of any relevant communications with him (including any evidence of any payments, messages, e-mails and telephone calls in 2020, 2024 and 2025) and any evidence of why it was reasonable to rely on this person and the documents he produced;
 - e. any other evidence (documents) relied upon.
49. Please note that in the circumstances the tribunal will disregard any attempt to rely on anything sent to the tribunal which is not included in a bundle prepared and delivered strictly in accordance with the above direction.
50. **If the Applicants fail to comply with paragraph 48 above, they will automatically be barred from further participation in these proceedings under Rule 9(1) and the tribunal is likely to make the costs order sought by the Council summarily against the Applicants jointly and severally (or Ravinder Singh alone) in the full amount requested, without any further warning.**

51. If the Applicants do comply, the Council may by **9 January 2026** produce a paginated bundle in reply, delivering two hard copies to the tribunal (asking clearly in their covering letter that these be referred to the Judge) and one hard copy to Mr Singh for the Applicants. If they wish to claim any further costs as a result, they should include in their bundle an updated statement of costs and the Applicants may by **16 January 2026** send to the tribunal (in a single document), copied to the Council, any submissions in response. After that date, the tribunal would decide the costs application on paper, without a hearing, unless the tribunal decides a hearing is necessary. If the tribunal decides a further hearing is necessary, it will give further directions.

Name: Judge David Wyatt **Date:** 28 November 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).

Schedule

Extract from guidance on Housing Act financial penalties

“Local housing authorities should consider the following factors to help ensure that the civil penalty is set at an appropriate level:

a) Severity of the offence. The more serious the offence, the higher the penalty should be.

b) Culpability and track record of the offender. A higher penalty will be appropriate where the offender has a history of failing to comply with their obligations and/or their actions were deliberate and/or they knew, or ought to have known, that they were in breach of their legal responsibilities. Landlords are running a business and should be expected to be aware of their legal obligations.

c) The harm caused to the tenant. This is a very important factor when determining the level of penalty. The greater the harm or the potential for harm (this may be as perceived by the tenant), the higher the amount should be when imposing a civil penalty.

d) Punishment of the offender. A civil penalty should not be regarded as an easy or lesser option compared to prosecution. While the penalty should be proportionate and reflect both the severity of the offence and whether there is a pattern of previous offending, it is important that it is set at a high enough level to help ensure that it has a real economic impact on the offender and demonstrate the consequences of not complying with their responsibilities.

e) Deter the offender from repeating the offence. The ultimate goal is to prevent any further offending and help ensure that the landlord fully complies with all of their legal responsibilities in future. The level of the penalty should therefore be set at a high enough level such that it is likely to deter the offender from repeating the offence.

f) Deter others from committing similar offences. While the fact that someone has received a civil penalty will not be in the public domain, it is possible that other landlords in the local area will become aware through informal channels when someone has received a civil penalty. An important part of deterrence is the realisation that (a) the local housing authority is proactive in levying civil penalties where the need to do so exists and (b) that the civil penalty will be set at a high enough level to both punish the offender and deter repeat offending.

g) Remove any financial benefit the offender may have obtained as a result of committing the offence. The guiding principle here should be to ensure that the offender does not benefit as a result of committing an offence, i.e. it should not be cheaper to offend than to ensure a property is well maintained and properly managed.”