



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

**Case Reference** : **MAN/ooFB/HIN/2024/0613**

**Property** : **14 George Street, Driffield, East Yorkshire  
YO5 6RA**

**Applicant** : **Arthur Randall**

**Respondent** : **East Riding of Yorkshire Council**

**Representative** : **Russell Lee/ Hannah Skelton of East Riding of  
Yorkshire Council**

**Type of Application** : **Appeal against the service of an Improvement Notice  
Housing Act 2004- Schedule 1, paragraph 10(1)**

**Tribunal Members** : **Judge T N Jackson  
J Gittus MRICS**

**Date of inspection  
and hearing** : **24 July 2025  
Kingston upon Hull Combined Court Centre**

**Date of Decision** : **1 September 2025**

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**DECISION**

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## **Decision**

**The Tribunal orders that the two Improvement Notices dated 18 November 2024 are confirmed as issued.**

## **Reasons for decision**

### **Introduction**

1. The Applicant is the owner of the Property which has been occupied by two tenants since June 2020. On 18 November 2024, the Respondent Local Authority served two Improvement Notices on the Applicant. The Applicant appealed to the Tribunal on 6 December 2024.

### **Procedural history**

2. Directions regarding case management issues were issued on 3 April 2025. The Directions required an inspection and a hearing.
3. On 28 April 2025, the Tribunal contacted the Applicant to remind him that the appeal bundle, due on 24 April 2025, had not been received in accordance with the Directions.
4. On 30 April 2025, the Applicant emailed the Tribunal to say that he was not clear what was required. On the same date, the Tribunal sent a detailed email setting out what was required and required the bundle to be provided by 8 May 2025.
5. The Applicant did not submit his appeal bundle by the required date, and on 13 May 2025, he was served with a proposed strike out order unless he provided the bundle within 14 days.
6. Due to technical difficulties uploading the documentation, on 27 May 2025, the Applicant was granted a 48 hour extension. The bundle was provided on 29 May 2025.
7. The Respondent provided its bundle in accordance with the Directions.

### **Background**

8. In July 2022, Mr. Lee, Senior Environmental Health Officer of the Respondent Council, visited the Property in relation to the tenants' application to rehouse Ukrainians under the homes for Ukraine Scheme. Whilst at the Property, he noted disrepair and a lack of gas and electrical certification. He was unable to follow up on the certification at that time as the tenants did not wish the Respondent to proceed with any enforcement action due to the risk that the landlord would evict them.
9. On the 2 March 2023, one of the tenants contacted the Respondent and spoke to Mrs Skelton, Private Sector Housing Officer, to report disrepair, including a faulty gas boiler and failed electrics on the 1<sup>st</sup> and 2<sup>nd</sup> floor. During that contact, the tenant said the Applicant had just texted the tenant to say an electrician had been booked. The following week, the tenant notified Mrs Skelton that the electrician had not attended and asked if she could do an inspection.

10. Mrs Skelton contacted the Applicant to advise that she would be inspecting the Property. The Applicant claimed that he had been trying to arrange for someone to attend for three months. He advised Mrs Skelton that if she found lots of disrepair during the inspection, he would have to serve notice and evict the tenants. The Applicant confirmed that he had not been in the Property for some time, and didn't have some of the landlord certificates Mrs Skelton had asked him to provide. Mrs Skelton explained that formal action could be taken against him for this.
11. On 17 March 2023, an inspection was carried out. On entering the Property, Mrs Skelton met an electrician as he was leaving. He said that he had made the Property as safe as he could but would need to return. Mrs Skelton carried out her inspection where she found extensive disrepair, including inadequate insulation in various parts of the Property. There was a lack of insulation in the loft and bedroom on the second floor. Many of the wooden windows were rotten and in disrepair, including secondary glazing which, in some rooms, could not be opened.
12. There was open jointed brickwork to the front of the Property, penetrating dampness in several rooms and a leaking roof. Both the front and rear wooden doors were warped, rotten and drafty. The extractor fan in the bathroom didn't work, extractor fan covers were broken or taped shut and the bathroom window could not be opened. There was cracking and bowing in the hallway ceiling. The basement had flooded and the pump located in the manhole was in disrepair or not working correctly. Sections of guttering were in disrepair causing penetrating dampness to the rear of the Property. The fire detection was inadequate for the size and layout of the Property.
13. Mrs Skelton carried out a housing, health and safety rating system (HHSRS) assessment and concluded that there were several Category one and Category 2 Hazards present in the Property. On the 27<sup>th</sup> of March 2023, a pre-statutory notice and Schedule of Works was sent to the Applicant notifying him of the disrepair, and informing him of the action required to make the Property safe. A copy was also given to the tenants.
14. Following receipt of the pre-statutory notice, the Applicant advised Mrs Skelton that he lacked the necessary funds to carry out the repairs. They went through the Schedule of Works discussing each Hazard and how this could be dealt with, including the government grants available. The Applicant asked what would happen if he didn't undertake the works. He was advised that formal notices would likely be served, as it was his responsibility, as a landlord, to ensure the Property was safe and free of serious Hazards.
15. The Applicant said that he'd informed his tenants that he could not afford the works and would have to sell up or evict them and therefore the tenants now didn't want the work doing. Mrs Skelton explained that she would take their views into consideration but ultimately, she had to consider their safety.
16. In the weeks that followed, Mrs Skelton continued to chase the Applicant for the relevant certificates and information required to deal informally with the disrepair. On 24 May 2023, the Applicant telephoned to explain he had been on holiday and was now in the process of obtaining quotes and arranging for some works to be completed. The Applicant advised that he had limited funds but would prioritise making the Property watertight. He informed Mrs Skelton that the tenants had not applied for any

insulation grants. She suggested the Applicant help the tenants when he was visiting the Property that weekend. She advised him that she was willing to work with him but he must make a start on the works.

17. In September 2023, Mrs Skelton arranged to reinspect the Property to determine if any Hazard remained. After sending the inspection letter to the Applicant, the Applicant confirmed that no works had been completed. She said that she would revisit the Property and if she found the same level of disrepair or more, she would be serving formal notices. The Applicant advised Mrs Skelton that he would evict the tenants and move back into the Property himself. Mrs Skelton was then contacted by the tenant asking her to close his complaint following a telephone call that he had received from the Applicant. Mrs Skelton explained to the tenant that it was important that she revisit so she could discuss the disrepair and address the tenants' fears following the threats of eviction.
18. On 13 October 2023, Mrs Skelton re-inspected the Property and found most of the repair, which she'd identified during the first inspection some 6 months prior, still present. The tenants said that the Applicant had assured them that he would address the disrepair within a year and wished to remain in the Property, even if it meant living in serious disrepair for the time being.
19. On 31 October 2023, the Respondent served two suspended Improvement Notices under sections 11 and 12 of the Housing Act 2004, ('the 2004 Act'), having taken into account the tenants' views and concerns regarding losing their family home. They would become operative when the tenants had vacated.
20. In Autumn 2024, the tenant contacted the Respondent, as the Property was in a far worse condition and the Applicant had not undertaken any of the works as promised. There were several more leaks and glass had fallen out of a first-floor bedroom window due to the rotten frame. They'd also been served with a section 21 Eviction Notice.
21. Mrs Skelton sent an inspection notice letter to the Applicant who phoned her and said he did not want her to inspect the Property. Mrs Skelton said the inspection would go ahead and he had the right to appeal if she decided to take any new enforcement action.
22. On 7 November 2024, Mrs Skelton reinspected the Property. The tenants claimed that the Applicant had not completed any works and was wanting to sell the Property. They alleged that the Applicant was harassing them and read several messages to Mrs Skelton which implied there would be consequences if they allowed her to reinspect the Property, including being evicted at short notice. Mrs Skelton advised them that she would address this with the Applicant as this may be considered as harassment under the Protection from Eviction Act 1977. The tenants said they had blocked the Applicant from making further contact, as it was seriously affecting their mental health, especially one of the tenant's, who had a mental health condition.
23. The inspection showed that most of the disrepair listed in the suspended Improvement Notices of October 2023 were still present. Penetrating dampness and rotten windows had got progressively worse. Further leaks had occurred and a broken pump in the basement meant the basement had flooded numerous times.

24. Following the inspection, Mrs Skelton contacted the Applicant to explain that she was to revoke the October 2023 Improvement Notices and would serve new Improvement Notices which would not be suspended. She referred to the alleged harassment of the tenants, which the Applicant strongly denied. He explained that he was very stressed and believed he was being set up by the tenants. He had offered the tenants' money to leave. Mrs Skelton explained that he must follow the correct eviction procedure and pressurising tenants to leave could be considered to be harassment. The Applicant said he could not afford the remedial works.

25. On 18 November 2024, two Improvement Notices were served.

### **The Improvement Notices**

26. Full copies of the two Improvement Notices were included within the Respondent's bundle. One Improvement Notice was under the provisions of section 11 of the 2004 Act, Schedule 1 of which identified one Category 1 Hazard, namely Excess Cold and identified 8 deficiencies. The second Improvement Notice was under the provisions of section 12 of the 2004 Act, Schedule 1 of which identified three Category 2 Hazards, namely Damp and Mould; Fire; Structural Collapse and Falling Elements and identified 7 deficiencies.

27. The Improvement Notices described the deficiencies giving rise to the Hazards and, in a combined Schedule of Works, the remedial work to be carried out in relation to each Hazard. The Improvement Notices required the Applicant to begin specified remedial works in relation to both the Category 1 and 2 Hazards no later than 28 days from the service of the Improvement Notices and complete them by 18 March 2025 (4 months). Each Improvement Notice included a Statement of Reasons for the decision to take enforcement action.

### **Inspection**

28. The Tribunal inspected the Property in the presence of the Applicant, a workman he had employed, Mr Lee and the two tenants. The Property is a three bedroom mid terrace house built before 1920 and constructed of brick with a pitched tiled roof with a part flat roof to the rear. The Property comprises, on the ground floor a hallway, living room, dining room and a kitchen. On the first floor, there are two bedrooms and a bathroom with toilet. On the second floor, there is a further bedroom with a dormer window. Outside the kitchen is a small yard. The Property has wooden sash windows with secondary glazing. The Respondent's submission included photos of both the interior and exterior of the Property.

29. We asked Mr Lee to point out to us and we noted the deficiencies detailed in the Improvement Notices. We noted that some works had recently been carried out, notably, the replacement of a gutter outside the kitchen door and the repair of a downspout from the roof which discharged to the gutter above the kitchen. Repairs had been carried out to the kitchen door, and mouldy wall paper had been stripped from the kitchen walls awaiting treatment with a mould preparation and subsequent repainting. The bathroom extractor fan was working but it needed to be switched on in a certain way of which the tenants may not have been aware. There was a cover on the external extractor on the stairs to the second floor. The basement pump appeared to be working.

## **Hearing**

30. The hearing was attended by the Applicant, Mrs H Skelton and Mr R Lee - officers of the Respondent Council. The Judge explained the purpose of the hearing and its focus, as it was apparent from the Applicant's submissions that he appeared to misunderstand the purpose of the hearing. He was advised that matters relating to the section 21 eviction notices, the alleged motivation of the tenants in complaining to the Respondent and financial offers to the tenants were not relevant to the matter we had to consider.

## **The Law**

31. The 2004 Act introduced a new system for assessing the condition of residential premises operated by reference to the existence of Category 1 and Category 2 Hazards. Section 2 of the 2004 Act defines Category 1 and 2 Hazards and provides for Regulations for calculating the seriousness of such Hazards. The relevant Regulations are the Housing Health and Safety Rating System (England) Regulations 2005 (SI 2005/3208) which came into force on 6<sup>th</sup> April 2006.
32. Section 3 of the 2004 Act imposes a duty on a local housing authority to keep housing conditions in its area under review. Section 4 imposes a duty on an authority to inspect properties in certain circumstances. If on such an inspection the authority considers that a Category 1 Hazard exists, section 5 imposes a duty to take the appropriate enforcement action. Where the Hazards are rated as Category 2, section 7 provides that the authority has discretion to take action, including the service of an Improvement Notice. An Improvement Notice requires the party on whom it is served to take remedial action in respect of the Hazard, usually by carrying out specified works. Section 11 of the 2004 Act says that remedial action to be taken 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.
33. Section 13 of the 2004 Act sets out the statutory provisions regarding the contents of Improvement Notices whether served under section 11, in relation to Category 1 Hazards, or section 12 in relation to Category 2 Hazards.
34. Section 8 of the 2004 Act requires the authority to prepare a Statement of Reasons explaining why they decided to take the relevant action - in this case an Improvement Notice - rather than any of the other kinds of enforcement action available to them.
35. Section 49 of the 2004 Act allows the authority to make such reasonable charge as it considers appropriate as a means of recovering administrative and other expenses incurred by it in determining whether to serve an Improvement Notice, identifying any action to be specified in the Notice and serving a Notice.
36. Part 3 of Schedule 1 to the 2004 Act provides for appeals against Improvement Notices. Paragraph 15 states that the appeal is to be by way of a rehearing but may be determined having regard to matters of which the authority was unaware. The Tribunal may confirm, quash or vary the Improvement Notice.
37. Section 9 of the 2004 Act provides for the appropriate national authority to give guidance to local housing authorities about exercising their functions under the 2004 Act, in particular their functions under Chapter 2 of Part 1 of the 2004 Act relating to

Improvement Notices. Section 9(2) provides that an authority must have regard to any such guidance.

38. In 2006, the then Office of the Deputy Prime Minister issued guidance under section 9 relating to HHSRS Operating Guidance (reference 05HMD0385/A) and HHSRS Enforcement Guidance (reference 05HMD0385/B), as amended.

## **Submissions**

### Applicant

39. The Applicant provided a Statement of Case and exhibits including text messages with the tenants regarding the section 21 Notice; documentation regarding roof issues and a quote for roof replacement dated 11 September 2024 in the sum of £11,718; offers by the tenant to carry out repairs and insulation application; evidence of refusal of access by the tenants in relation to gas safety checks and a missed call and financial support offered by the Applicant to the tenants to pay the tenant's next deposit. He also provided a response to a tenant's email which was in the Respondent's bundle.

40. The Respondent's grounds of appeal related to the following:

- i. the Improvement Notices were served on the basis of a false allegation regarding retaliatory eviction;
- ii. the three section 21 Notices, with revised dates agreed with the tenants were issued at the tenants' request;
- iii. the Category 1 Hazard could have been addressed by the tenants' applying for a grant for free loft insulation, (which they have to do as tenants rather than the landlord, but have failed to do so despite saying in August 2023 that they would). The Category 1 Hazard is therefore the tenants' responsibility;
- iv. the tenants are misusing the legal process for strategic benefit regarding seeking priority for council housing and to avoid a section 21 Notice, rather than due to genuine need;
- v. the tenants agreed to carry out certain improvements themselves if they were allowed to remain in the Property, with the benefit of a significant rent reduction below the market rate;
- vi. the tenants had known about the roof disrepair for several years and that after the Applicant had received a quote for £11,718, he had told them he would have to sell the Property;
- vii. he rents out only this Property. He cannot afford to carry out the works, particularly replacement of the roof. The Improvement Notices prevent him from selling the Property and he is under immense personal and financial pressure, due in part, to caring responsibilities; and
- viii. due to a breakdown in communication between himself and the tenants from 6 November 2024, he has been unable to access the Property to comply with the Improvement Notices. He also considers that he has been shut out of the process by the Council and blamed unfairly.

41. At the hearing, he referred to the cluttered condition in which the Property was kept by the tenants which would affect his ability to carry out any works.
42. The Applicant said that the basement was not included within the tenancy agreement and the tenants should not have been using it.
43. He says that the Improvement Notices are disproportionate and devastating to a small, responsible landlord. He can't do the roof works whilst the tenants are in occupation.

#### Respondent

44. The Respondent provided a Statement of Case which included the inspection notes of 7 November 2024; the two Improvement Notices dated 18 November 2024; witness statements from Mrs H Skelton and Mr Lee; tenant's statement, and photographs of the Property, both internal and external. The Respondent's case as to why an Improvement Notice, (rather than any other formal Notice or Order), was appropriate is set out in the "Statement of Reasons for decision to take enforcement action" dated 18 November 2024 which was sent with each Improvement Notice.
45. The Respondent denies that the Improvement Notices were issued as a response to any tenant contact with the Respondent Council regarding adaptations to the Property due to disability. They were served as a result of the Applicant's failure to respond to the informal action required in October 2023.
46. The Respondent raised disrepair issues with the Applicant before any section 21 Notices were served.
47. Whilst it is correct that it is only a tenant who can apply for a grant for free loft insulation, insulation should already have been in place and, ultimately the provision of insulation is the Applicant's responsibility as a landlord.
48. Remedial works to the roof and dormer window could have been carried out between the various tenants living in the Property. The Property has been let since 2005 with the current tenants moving in from June 2020.
49. Despite a number of opportunities, the Applicant has failed to repair and maintain the Property and has only undertaken works i.e. electrical and fire alarm, at the intervention of the Respondent. The extensive disrepair puts the health and safety of the tenants at risk.
50. If the Applicant wants to undertake the works, he could rehouse the tenants on a temporary basis and may have appropriate landlord insurance to cover this.

#### **Deliberations**

51. We consider the matter by way of a rehearing. We are looking at matters afresh, but what we are looking at is **the Respondent's decision** rather than making a decision based on what we have seen at the inspection. We have to make a decision considering the evidence that was available to the Respondent when it made its decision, although we may have regard to matters of which the Respondent was unaware. In coming to the decision on this matter, we have therefore not taken into account any of the remedial works that we acknowledge the Applicant has recently carried out and which we saw at the inspection.

52. The correct approach to deal with works carried out, is for the Applicant to contact the Respondent, who if satisfied that the works have been carried out to their satisfaction, may vary or revoke the Improvement Notice to reflect such works.

53. We took no account of the issues raised by the Applicant regarding section 21 Notices; the alleged inability to access the Property due to a breakdown in communication between the Applicant and tenants; the cluttered condition of the interior of the Property; the alleged unauthorised use of the basement; the alleged offer by the tenants to do some repair works in consideration of a reduced rent; the alleged motivation of the tenants in complaining to the Respondent; the tenants knowledge that repairs were required; the failure by the tenants to apply for a grant for loft insulation and the Applicant's financial situation.

54. Whilst it is correct that an Improvement Notice prevents a section 21 Notice being served for 6 months, the simple fact is that the significant disrepair of the Property resulted in the Respondent having a duty to serve an Improvement Notice in relation to the Category 1 Hazard. The background to the service of the section 21 Notice is irrelevant as to whether an Improvement Notice should be served which is concerned solely with the state of repair of a property and the health and safety of tenants.

55. A landlord has a right of access to a property in order to carry out repairs provided suitable notice is given, and can take legal action against the tenant if the tenant fails to allow access. Similarly, if a landlord has concerns that a tenant is not keeping a property in a tenant-like and suitable condition, he can take legal action for breach by of the tenancy agreement by the tenant.

56. We were not provided with a copy of the tenancy agreement to show that the basement was excluded from the tenancy. Even if that is correct and the tenants were not allowed to use the basement, the Applicant, as landlord, is responsible to ensure that the pump, (which is needed to discharge excess water away from the Property) is working effectively, as failure to do so will cause rising damp in the Property.

57. Regarding the suggestion that the tenants had offered to do some repairs in consideration of a reduced rent, (on which we make no finding), this is irrelevant to whether an Improvement Notice should be served. It is a landlord's responsibility to carry out repairs and remains so, even if there is such an arrangement.

58. The offer of payment to the tenants to leave the Property, the tenants' knowledge of the need for repairs, and any alleged motivation of the tenants for their complaint to the Respondent regarding disrepair are also irrelevant as to whether an Improvement Notice should have been served or its terms. Whilst ever a property is occupied by tenants, a landlord is obliged to keep a property in good repair.

59. The Applicant's financial position of itself is not relevant to whether an Improvement Notice should be served. Irrespective of a landlord's means, he has a legal obligation to keep Property which is tenanted in good repair.

60. However, a landlord can ask a Council to vary any of the remedial works if the landlord considers that they have a better value method of resolving the Hazard and the Council agrees.

61. Regarding loft insulation, whilst it would of course be beneficial to all parties if the tenants were to apply for a grant for insulation, (as only they are allowed to apply), the responsibility for the provision of insulation remains the Applicant's. He may wish to assist the tenants in completing the form if they are having difficulty completing it.

#### *Hazards*

62. In his application, and at the hearing where we went through it, the Applicant has not challenged the HHSRS assessment of the Hazards at the Property. Having had regard to the written evidence of Mrs Skelton regarding the inspection in October 2023 and subsequent reinspection on 7 November 2024, the inspection notes of 7 November 2024, the photographic evidence taken at the time, the HHSRS risk assessment and our inspection where the majority of the disrepair described was still evident, we agree that the Category 1 and 2 Hazards, as described in the Improvement Notices, existed and had been appropriately categorised as Category 1 and 2 respectively.

#### *Whether Improvement Notices were the appropriate action*

63. Having regard to the nature of the Hazards, the background and the lack of progress in relation to works following an informal approach in relation to Hazards properly categorised as Category 1, (in relation to which the Respondent has a **duty** to act), and Category 2, we do not consider the Respondent's action in serving an Improvement Notice to have been unreasonable. We consider that an Improvement Notice, rather than any other formal Notice or Order or indeed no formal action, was appropriate. We agree with the considerations as to the appropriate option as set out in the Respondent's Statement of Reasons dated 18 November 2024.

#### *Compliance with statutory requirements*

64. The Applicant has not raised any issues regarding the Respondent's compliance with the procedural requirements set out in sections 8, 13 and Schedule 1 of the 2004 Act relating to the issue of an Improvement Notice. From reviewing the evidence, we are satisfied that the Respondent has complied with statutory requirements in relation to the issue and service of the Improvement Notice.

#### *Remedial action*

65. Having regard to the nature of the Hazards, the written evidence of Mrs Skelton and Mr Lee, the photographs in the Respondent's bundle taken at the inspection of 7 November 2024, the inspection notes of 7 November 2024, and our own inspection, we find that the remedial action detailed in the combined Schedule of Works to be appropriate and proportionate. The Applicant has not proposed any alternative ways of resolving the Hazards which may be of better value and we did not identify any.

#### **Date to start and complete the works**

66. Having regard to the nature of the works set out in the Schedule of Works, we consider that 4 months is an appropriate period within which they could be carried out.

67. The remedial works as set out in the combined Schedule of Works are to be started within 28 days of the service of this Decision on the Applicant and each part of them is to be completed within 4 months of the date of this Decision.

**Costs**

68. Neither party has made an application for costs and we therefore make no costs award.

**Appeal**

69. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties and must state the grounds on which they intend to rely in the appeal.

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Judge T N Jackson