



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

Case reference : **LON/00AG/HNA/2025/0702**

Property : **24a Minster Road, London NW2 3RB**

Applicants : **(1) Maylord Properties Ltd
(2) City Estates (London) Ltd**

Respondent : **London Borough of Camden**

Type of application : **Appeal against a financial penalty -
Section 249A & Schedule 13A to the Housing
Act 2004**

Tribunal : **Judge Nicol
Mr A Fonka**

**Date and venue of
hearing** : **20th March 2026
10 Alfred Place, London WC1E 7LR**

Date of decision : **20th March 2026**

DECISION

The Tribunal has decided to confirm the following penalties imposed on each Applicant by the Respondent:

- (a) £10,001 for managing or having control of a House in Multiple Occupation when it should have been licensed but was not, contrary to section 72(1) of the Housing Act 2004;**
- (b) £15,001 for breach of reg.4 of the Management of Houses in Multiple Occupation (England) Regulations 2006 (“the Management Regulations”);**
- (c) £5,000 for breach of reg.7 of the Management Regulations; and**
- (d) £3,000 for breach of reg.3 of the Management Regulations.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The First Applicant is the lessee of the subject property, a 3-bedroom flat on the ground and first floor of a 4-storey house converted into 10 flats. The Second Applicant acts as the First Applicant's managing agents for the property.
2. The local authority Respondent has sought to impose the following penalties on each Applicant:
 - (e) £10,001 for managing or having control of an HMO (House in Multiple Occupation) when it should have been licensed but was not, contrary to section 72(1) of the Housing Act 2004 ("the 2004 Act");
 - (f) £15,001 for breach of reg.4 of the Management of Houses in Multiple Occupation (England) Regulations 2006 ("the Management Regulations");
 - (g) £5,000 for breach of reg.7 of the Management Regulations; and
 - (h) £3,000 for breach of reg.3 of the Management Regulations.
3. The final penalty notices were served on 30th April 2025. The Applicants appealed to this Tribunal on 28th May 2025.
4. The Applicant's appeal was heard by the Tribunal on 20th March 2026. The attendees were:
 - Mr Barnaby Hope, counsel for the Applicants;
 - Mr Alan Lewin, director of the Second Applicant and the Applicants' sole witness;
 - Mr Stephen Evans, counsel for the Respondent; and
 - Mr Rinon Pallaska MCIEH, a Housing Health Practitioner employed by the Respondent and the Respondent's sole witness.
5. The Tribunal had the following documents:
 - Applicant's Bundle, 74 pages;
 - Respondent's Bundle, 264 pages;
 - Respondent's Reply, 7 pages; and
 - Skeleton arguments from both counsel.

The Facts

6. On 5th August 2021 the Second Applicant (according to Mr Lewin through their employee, Ms Samantha Harris) arranged for an assured shorthold tenancy to be granted on behalf of the First Applicant to Mr Denyson Pistori De Almeida Reis, Mr Emerson De Almeida Reis and Ms Andrea Lima Evora. The Second Applicant uses letting agents to find tenants and these tenants were introduced by Hendon Estates. By email dated 13th October 2024, Mr Aaron Zucker pointed out that the Reises were father and son but asked David at Hendon Estates whether "the 3rd guy" under the 2021 tenancy was also family. David replied the same day, "From my recollection they advised at the time that they were one family." This was the only evidence that the tenants at the property were

all related. Mr Pallaska, the Respondent's case officer for this matter, had not seen it before it was included in the Applicants' bundle.

7. The tenancy was renewed on 4th April 2022, again through Ms Harris at the Second Applicant (Hendon Estates were not involved). The tenancy was identical save that Mr Ruben Ramos Dos Santos replaced Ms Evora. There is no evidence, or any reason to believe, that Mr Dos Santos is in any way related to the Reises.
8. By email dated 24th September 2024, Mr Dos Santos complained to the Respondent that there was no heating or hot water in the property, despite the problem having been reported to the Second Applicant. Mr Pallaska arranged with Mr Dos Santos to visit on 26th September 2024. When he inspected, the only other people present were Mr Dos Santos and his girlfriend who was only visiting herself. He found 3 bedrooms, all with their own door locks, a kitchen and a bathroom. Mr Dos Santos told him that each tenant had their own room and shared the kitchen and bathroom. Mr Pallaska had him confirm this in a witness statement and left pro forma witness statements for the other two tenants to complete.
9. Mr Dos Santos later emailed Mr Pallaska a copy of the 2022 tenancy agreement. Mr Pallaska concluded that the property had 3 occupants in two separate households so that it was an HMO licensable under the Respondent's additional licensing scheme, first introduced in 2015 and renewed for a further 5 years in 2020. The property was not licensed and there was no pending application for a licence.
10. Mr Pallaska also found a number of breaches of the Management Regulations:
 - (a) There were no contact details of the person responsible for managing the property displayed in a prominent position within the property, contrary to reg.3.
 - (b) In breach of reg.4, there were no working smoke detectors in the property, no heat or carbon monoxide detectors or fire blankets in the kitchen, the bedroom doors were missing fire safety features, including self-closers, intumescent strips, and cold smoke seals, the doors to the front left bedroom and the first-floor front bedroom required a key to exit, and there was no door to the kitchen.
 - (c) In breach of reg.7, there was no handrail on the staircase, the cupboard door beneath the kitchen sink was damaged, the tap in the kitchen sink was damaged and was being held in place by duct tape, an MDF board under the kitchen sink was damaged by a water leak, the boiler was disassembled and not in working condition, the radiator in the living room was missing the thermostatic valve, the hand-wash basin leaked and damaged the sink cabinet door in the bathroom, there were visible signs of mould, garden fence posts were unstable and not securely anchored into the ground, there were cracks on the external wall adjacent to the balcony door, and signs of significant dampness and water ingress.

11. Mr Pallaska sent an abatement notice to the Second Applicant by post on 26th September 2024 and by email the following day. He also phoned Mr Lewin on 30th September 2024. The response of Mr Lewin and his colleagues was extraordinary. Rather than being grateful that an unsatisfactory situation had been brought to their firm's attention and expressing their intent to remedy the defects, Mr Lewin demanded to speak to Mr Pallaska's manager and his fellow director, Mr Leslie Zucker, repeatedly accused Mr Pallaska, without any foundation whatsoever, of pursuing a personal vendetta. Mr Lewin claimed that Mr Pallaska's tone was "threatening" but, even if that were true, he did not respond in a professional manner.
12. Mr Pallaska visited the property again on 2nd October 2024 and emailed Mr Lewin later that day requesting that he install a fire detection system in the property and apply for an HMO licence. At the time, Mr Pallaska thought he was corresponding with the landlord, rather than the agent.
13. On 3rd October 2024 Mr Pallaska wrote to the First Applicant and the freeholder, Long Term Reversions Ltd, outlining the offences he had found at the property and asking for information under section 16 of the Local Government (Miscellaneous Provisions) Act 1976. The freeholder established that the First Applicant was their long lessee and so Mr Pallaska withdrew from any action against them.
14. Mr Aaron Zucker replied on behalf of the Applicants by email on 14th October 2024 accusing Mr Dos Santos of being motivated by financial considerations and stating, falsely as it turned out, that "we have submitted an application" for an HMO licence. The First Applicant's solicitors, JMW, replied on 16th October 2024 with some information but answering "No Comment" to most of the questions.
15. On 29th October 2024 Mr Pallaska wrote to the Second Applicant seeking the same information. JMW solicitors replied on 1st November 2024 that they had already replied on behalf of the First Applicant. By email dated 5th November 2024 Mr Leslie Zucker, another director of the Applicants, asserted that the property was now vacant, the tenants having left, so there was no urgency in applying for a licence.
16. On 6th March 2025, having discussed it with his manager and obtained approval, Mr Pallaska issued Notices of Intent to impose financial penalties on both Applicants. Mr Zucker responded with more accusations of a personal vendetta but no representations were made. Therefore, the final penalty notices were served on 30th April 2025 for the matters listed in paragraph 2 above.

The Law

17. The Upper Tribunal summarised the relevant law in *Shorr v LB Camden* [2024] UKUT 202(LC); [2024] HLR 48:
 - 4 Some, but not all, houses in multiple occupation (HMOs) are subject to mandatory licensing under Part 2 of the 2004 Act. In relation to

those HMOs which are not subject to mandatory licensing a local housing authority has power under section 56, 2004 Act, to designate all or part of its district as an area subject to additional licensing. Where an area is so designated, any HMO of a description covered by the designation is required to be licensed (section 61, 2004 Act). A person commits an offence, contrary to section 72(1), 2004 Act, if, without a reasonable excuse, they have control of or are managing an HMO which is required to be licensed but which is not licensed.

- 5 The Management of Houses in Multiple Occupation (England) Regulations 2006 (the 2006 Management Regulations) are made under section 234, 2004 Act and impose obligations on the person managing an HMO to make satisfactory arrangements including in respect of safety measures and the repair and maintenance of the house. By section 234(3)-(4), a person commits an offence if, without a reasonable excuse, they fail to comply with a regulation made under the section.
- 6 Section 249A, 2004 Act permits a local housing authority to impose a financial penalty on a person if it is satisfied beyond reasonable doubt that they have committed a relevant housing offence. Relevant housing offences include the offences under section 72 (licensing of HMOs) and section 234 (breach of management regulations).
- 7 Section 249A(3) provides that: "Only one financial penalty under this section may be imposed on a person in respect of the same conduct". Section 249A(5) reflects the policy that financial penalties under section 249A are intended to be an alternative to prosecution for relevant housing offences by stipulating that a financial penalty may not be imposed where the person has already been convicted of the offence or where criminal proceedings remain outstanding.
- 8 Schedule 13A, 2004 Act deals with procedural matters. Paragraph 10 makes provision for appeals to the FTT against the decision of a local housing authority to impose a financial penalty and against the amount of that penalty. The appeal is a re-hearing and the FTT is required to make its own decision whether to impose a penalty and in what amount (up to a maximum of £30,000 for each offence).
- 9 Paragraph 12 of Schedule 13A requires local housing authorities to have regard to any guidance given by the Secretary of State about financial penalties. Relevant guidance was published in 2016 and re-issued in 2018. It requires authorities to develop their own enforcement policies and identifies the following matters to be taken into account to ensure that penalties are set at an appropriate level: the severity of the offence, the culpability and track record of the offender, the harm caused to the tenant, punishment of the offender, and the need to deter the offender from repeating the offence, to deter others from committing similar offences, and to remove any financial benefit the offender may have obtained as a result of committing the offence.
- 10 In determining appeals against decisions of local housing authorities the FTT must have particular regard to the authority's own

enforcement policy and will normally apply it, but the FTT is not bound by the policy and may depart from it in an appropriate case. In *Waltham Forest LBC v Marshall* [2020] UKUT 35 (LC), at [54], this Tribunal (Judge Cooke) summarised the effect of authorities on the approach which a court or tribunal should take to a local authority's policy:

"The court can and should depart from the policy that lies behind an administrative decision, but only in certain circumstances. The court is to start from the policy, and it must give proper consideration to arguments that it should depart from it. It is the appellant who has the burden of persuading it to do so. In considering reasons for doing so, it must look at the objectives of the policy and ask itself whether those objectives will be met if the policy is not followed."

Whether the tenants were related

18. The Applicants provided identical Initial Submissions in which they each denied the offences on the basis that they "let the Property to three individuals. Those individuals asserted to the Applicant[s] that they were a single family. The Applicant[s] had no reason to disbelieve this assertion."
19. Mr Lewin was proffered as a witness to this submission. He was a very unsatisfactory witness who answered most of the questions put to him with denials of relevant knowledge accompanied by vague generalised assertions as to how he and his company's employees normally carried out their duties. He had not spoken to any of the tenants. He was unaware of whether, where, when or how any of them had ever spoken to anyone about their relationship to each other. He accepted that the information from David at Hendon Estates (paragraph 6 above) was irrelevant to the 2022 tenancy and Mr Dos Santos.
20. Further, Mr Lewin was unable to explain why he had little or no documentary evidence about the issue of the tenants' relationship to each other, the condition of the property or anything else relevant. On the basis of his evidence, it appears that the person who used to inspect the property a couple of times a year, Mr Shapiro, did not create any form of record about his visits, let alone use a standard form for ensuring he collected relevant information. Ms Harris apparently does not create file notes of her interactions with tenants – at the very least, Mr Lewin did not search for any. There is no programme to train staff in regulatory requirements – they are expected to absorb information from all the emails the company receives from their various subscriptions to organisations which Mr Lewin could not name other than ARMA but which did not include any landlord group or forum in the London Borough of Camden. No checks are carried out to ensure staff have even tried to absorb this information, let alone retaining or applying it.
21. The Applicants' original position was that the tenants were all related, forming a single household, so that the property was not an HMO or,

alternatively, that they had a reasonable excuse because they genuinely believed this to be the case. In the light of Mr Lewin's evidence, Mr Hope completely abandoned the reasonable excuse defence and pivoted to arguing that it was for the Respondent to prove, beyond a reasonable doubt, that the tenants were not related and that their evidence was insufficient to discharge this burden.

22. The Tribunal does not understand why the Respondent should need to disprove something for which there is not a shred of evidence or even any reason for thinking may be the case. Mr Dos Santos does not share a name with his fellow tenants and came to the property at an entirely different time. Mr Hope sought to suggest that he shared an ethnic identity with the Reises in that their names were all Portuguese but, again, there was no evidence where some could be expected. Right to rent checks (about which, again, Mr Lewin was vague and apparently ignorant of the detailed requirements or who on his staff dealt with them) should have provided copies of their passports showing their countries of origin and photos of each of them but none of this evidence was provided. For all the Tribunal (or Mr Lewin) knows, the Reises are from Sao Paolo in Brazil and Mr Dos Santos is from Porto in Portugal, with no possibility of any connection.
23. Nevertheless, as Mr Evans pointed out, there is positive evidence that the tenants were not related:
 - (a) Mr Dos Santos signed a witness statement saying the tenants are not related.
 - (b) Further, he told Mr Palleska the same verbally.
 - (c) Yet further, he confirmed his position again in a later email.
 - (d) Mr Denyson Reis provided a witness statement in which he says Mr Emerson Reis is his father but does not mention Mr Dos Santos, implying they are not related.
 - (e) As already mentioned, Mr Dos Santos replaced another tenant, Ms Evora, rather than arriving at the property with the Reises.
24. The Applicants are right to point out that Mr Dos Santos's evidence is hearsay and no reason was given for his non-attendance at the hearing but Mr Evans also correctly submitted that the Tribunal is entitled to make inferences from circumstantial evidence. Taking all the evidence together, the Tribunal is satisfied so that it is sure that the Reises and Mr Dos Santos were not related and so formed two separate households, thus making the arrangement an HMO.

The Penalties

25. Mr Pallaska's evidence in relation to the penalties is set out in his second statement:
 10. The policy was applied in four stages:

Stage 1 – Determining the Seriousness Band (Severity Only) (No consideration of harm at this stage, consistent with [*Leicester City Council v Morjaria* [2023] UKUT 129 (LC)])

(a) Unlicensed HMO – Section 72(1) The policy states that:

- A landlord or agent managing 1–2 HMOs who fails to license an Additional HMO commits a Band 3 “Serious” offence, starting at £10,001.
- A landlord or agent managing 5+ HMOs or demonstrating significant professional experience commits a Band 4 “Serious/More Severe” offence, starting at £15,001.

Application to this case

- City Estates (London) Limited is an experienced London letting agent managing multiple HMOs.
- Maylord is a portfolio landlord with multiple rented properties.

I selected Band 3 (£10,001) for both, despite both technically qualifying for Band 4. This confirms that severity was assessed first, independently of harm.

11. Stage 2 – Identifying Harm (Impact on Tenants) as a Separate Consideration. Only after placing the offences in their seriousness band, I did consider harm. Harm was significant in the following offences: Regulation 4 breach (fire safety) presented a serious risk of injury or fatality, including no working AFD system, no protected means of escape, defective fire-resisting doors, absence of heat/CO₂ detection and no fire blanket (This is evidenced in RP/005 photos and in my written assessment.) Harm was not over-assessed and was considered only after assessing seriousness.

12. Stage 3 – Applying Aggravating and Mitigating Factors (after seriousness & harm). After setting the seriousness band and identifying harm, I applied aggravating factors, e.g. prolonged period of operation without a licence, a professional landlord/agent with experience and statutory knowledge, and substantial rental income. Mitigating factors, none of which applied. (The tenants vacating the property post-inspection is not mitigation in Camden Council’s policy.)

13. Stage 4 – Totality Principle. Finally, in accordance with both national guidance and Camden’s policy, I applied the totality principle to ensure the overall penalty was fair and proportionate. This is why, for example, the licensing offence penalty was reduced to £10,000, not increased to the £15,001 Band 4 starting point.

26. Mr Hope’s skeleton argument made two preliminary submissions:

- (a) The Respondent’s policy suffers from the same difficulties as those identified in *Morjaria*, failing to address the seriousness of the offence and the harm caused separately. The Tribunal accepts Mr Pallaska’s evidence, quoted above, that this is not the case.
- (b) There should be one penalty for all the breaches under the Management Regulations. Mr Hope, rightly in the Tribunal’s view, eschewed this

argument in oral submissions. Each breach of a regulation may be treated as a separate offence.

27. Mr Hope argued that the penalty for the licensing offence under section 72 of the 2004 Act should be less for a number of reasons:
- (a) The Respondent's policy identified circumstances for 3 starting points of £5,000, £10,000 and £15,000, before aggravating and mitigating factors could be applied. The current circumstances did not clearly fall within the description for any of them. Mr Hope's solution was that any ambiguity should be resolved in favour of the Applicants so that the starting point should be £5,000. Mr Evans countered that these were guidelines, not rigid categories, and the best analogy was to start at £10,000.
 - (b) Mr Hope pointed out that the identified hazards were separately penalised under the Management Regulations. He argued that it followed they should not be aggravating factors. This is to confuse the calculation of the penalty with some form of double-counting.
 - (c) There were mitigating factors. Mr Evans agreed with Mr Hope that there was no harm caused and the Applicants had no previous convictions or penalties. However, the Tribunal rejects Mr Hope's assertion that the property was broadly compliant with HMO standards or that the condition of the property was broadly satisfactory, given the breaches of the Management Regulations and the number of them. Also, the fact that the offence ended by the tenants leaving carries little weight. The Applicants did not cause it to happen, other than by repelling the tenants with a poor service, and they have since re-let the property (although Mr Lewin knew none of the details).
28. Mr Hope also argued that the penalties for the breaches of the Management Regulations should be lower:
- (a) He submitted that the breach of reg.3 was minor, with no aggravating factors, and £500 should be sufficient under the Respondent's policy. The Tribunal disagrees. The evidence, particularly of Mr Lewin, is that the Second Applicant was unresponsive, disorganised and inefficient, of which the failure to display the contact details for them or the First Applicant was a part. Further, the Applicants' "No Comment" responses when the Respondent sought useful but innocuous information demonstrated an unco-operative attitude, not to mention the ridiculous but offensive allegations about personal vendettas.
 - (b) In relation to reg.4, Mr Hope asserted that there were no aggravating factors and the same mitigating factors as for the licensing offence applied. The Tribunal's response is the same as that given above.
 - (c) In relation to reg.7, Mr Hope tried to rely on terms of the tenancy that the tenants must not actively damage fixtures, fittings and furniture and that the tenants should look after the garden. The Tribunal rejects the idea that any of the identified defects fell within these terms. Mr Hope also alleged a lack of notice but the identified defects were in the common parts, still under the Applicants' management and control, so there is no legal requirement for notice. HMOs require active management and the

Tribunal would question the effectiveness of Mr Shapiro's visits before looking to the tenants.

29. The Tribunal accepts Mr Pallaska's reasoning quoted above and has decided to confirm the penalties listed in paragraph 2 above.

Name: Judge Nicol

Date: 20th March 2026

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).

Appendix of relevant legislation

Housing Act 2004

Section 72 **Offences in relation to licensing of HMOs**

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63,and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—
 - (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,as the case may be.
- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.
- (a) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

- (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
- (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (b) The conditions are—
 - (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (c) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Section 249A Financial penalties for certain housing offences in England

- (1) The local housing authority may impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a relevant housing offence in respect of premises in England.
- (2) In this section “relevant housing offence” means an offence under—
 - (a) section 30 (failure to comply with improvement notice),
 - (b) section 72 (licensing of HMOs),
 - (c) section 95 (licensing of houses under Part 3),
 - (d) section 139(7) (failure to comply with overcrowding notice), or
 - (e) section 234 (management regulations in respect of HMOs).
- (3) Only one financial penalty under this section may be imposed on a person in respect of the same conduct.
- (4) The amount of a financial penalty imposed under this section is to be determined by the local housing authority, but must not be more than £30,000.
- (5) The local housing authority may not impose a financial penalty in respect of any conduct amounting to a relevant housing offence if—
 - (a) the person has been convicted of the offence in respect of that conduct, or
 - (b) criminal proceedings for the offence have been instituted against the person in respect of the conduct and the proceedings have not been concluded.
- (6) Schedule 13A deals with—
 - (a) the procedure for imposing financial penalties,
 - (b) appeals against financial penalties,
 - (c) enforcement of financial penalties, and
 - (d) guidance in respect of financial penalties.
- (7) The Secretary of State may by regulations make provision about how local housing authorities are to deal with financial penalties recovered.
- (8) The Secretary of State may by regulations amend the amount specified in subsection (4) to reflect changes in the value of money.
- (9) For the purposes of this section a person's conduct includes a failure to act.

SCHEDULE 13A
FINANCIAL PENALTIES UNDER SECTION 249A

6

If the authority decides to impose a financial penalty on the person, it must give the person a notice (a “final notice”) imposing that penalty.

10

(1) A person to whom a final notice is given may appeal to the First tier Tribunal against—

- (a) the decision to impose the penalty, or
- (b) the amount of the penalty.

(2) If a person appeals under this paragraph, the final notice is suspended until the appeal is finally determined or withdrawn.

(3) An appeal under this paragraph—

- (a) is to be a re-hearing of the local housing authority's decision, but
- (b) may be determined having regard to matters of which the authority was unaware.

(4) On an appeal under this paragraph the First-tier Tribunal may confirm, vary or cancel the final notice.

(5) The final notice may not be varied under sub-paragraph (4) so as to make it impose a financial penalty of more than the local housing authority could have imposed.

Management of Houses in Multiple Occupation (England) Regulations 2006

3.— Duty of manager to provide information to occupier

(1) The manager must ensure that—

- (a) his name, address and any telephone contact number are made available to each household in the HMO; and
- (b) such details are clearly displayed in a prominent position in the HMO.

4.— Duty of manager to take safety measures

(1) The manager must ensure that all means of escape from fire in the HMO are—

- (c) kept free from obstruction; and
- (d) maintained in good order and repair.

(2) The manager must ensure that any fire fighting equipment and fire alarms are maintained in good working order.

(3) Subject to paragraph (6), the manager must ensure that all notices indicating the location of means of escape from fire are displayed in positions within the HMO that enable them to be clearly visible to the occupiers.

(4) The manager must take all such measures as are reasonably required to protect the occupiers of the HMO from injury, having regard to—

- (a) the design of the HMO;
- (b) the structural conditions in the HMO; and
- (c) the number of occupiers in the HMO.

(5) In performing the duty imposed by paragraph (4) the manager must in particular—

- (a) in relation to any roof or balcony that is unsafe, either ensure that it is made safe or take all reasonable measures to prevent access to it for so long as it remains unsafe; and
- (b) in relation to any window the sill of which is at or near floor level, ensure that bars or other such safeguards as may be necessary are provided to protect the occupiers against the danger of accidents which may be caused in connection with such windows.

(6) The duty imposed by paragraph (3) does not apply where the HMO has four or fewer occupiers.

7.— Duty of manager to maintain common parts, fixtures, fittings and appliances

(1) The manager must ensure that all common parts of the HMO are—

- (a) maintained in good and clean decorative repair;
- (b) maintained in a safe and working condition; and
- (c) kept reasonably clear from obstruction.

(2) In performing the duty imposed by paragraph (1), the manager must in particular ensure that—

- (a) all handrails and banisters are at all times kept in good repair;
- (b) such additional handrails or banisters as are necessary for the safety of the occupiers of the HMO are provided;
- (c) any stair coverings are safely fixed and kept in good repair;
- (d) all windows and other means of ventilation within the common parts are kept in good repair;
- (e) the common parts are fitted with adequate light fittings that are available for use at all times by every occupier of the HMO; and
- (f) subject to paragraph (3), fixtures, fittings or appliances used in common by two or more households within the HMO are maintained in good and safe repair and in clean working order.

(3) The duty imposed by paragraph (2)(f) does not apply in relation to fixtures, fittings or appliances that the occupier is entitled to remove from the HMO or which are otherwise outside the control of the manager.

(4) The manager must ensure that—

- (a) outbuildings, yards and forecourts which are used in common by two or more households living within the HMO are maintained in repair, clean condition and good order;
- (b) any garden belonging to the HMO is kept in a safe and tidy condition; and
- (c) boundary walls, fences and railings (including any basement area railings), in so far as they belong to the HMO, are kept and maintained in good and safe repair so as not to constitute a danger to occupiers.

(5) If any part of the HMO is not in use the manager shall ensure that such part, including any passage and staircase directly giving access to it, is kept reasonably clean and free from refuse and litter.

(6) In this regulation—

- (a) “common parts” means—
 - (i) the entrance door to the HMO and the entrance doors leading to each unit of living accommodation within the HMO;

- (ii) all such parts of the HMO as comprise staircases, passageways, corridors, halls, lobbies, entrances, balconies, porches and steps that are used by the occupiers of the units of living accommodation within the HMO to gain access to the entrance doors of their respective unit of living accommodation; and
- (iii) any other part of an HMO the use of which is shared by two or more households living in the HMO, with the knowledge of the landlord.