



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

Case Reference : **MAN/00DA/HNA/2025/0603**

Property : **49 Bayswater Place, Harehills, Leeds, LS8 5LS**

Applicant : **Mohammed Gulzar**

Representative : **Mr Gulzar in person**

Respondent : **Leeds City Council**

Representative : **Mr Boumphrey**

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

Tribunal Judge : **Tribunal Judge J Adams (Chair)
Tribunal Member N Foster (FRICS)**

Date of Hearing : **26 February 2026**

Date of Decision : **23 March 2026**

DECISION

The Appeal is refused. This being a re-hearing, the Tribunal have determined that the appropriate level of financial penalty is £10,500.00 The Tribunal therefore sets the financial penalty at that level. Full reasons are set out below.

The Application

1. By Application dated 8 January 2025 the Applicant appealed against a financial penalty of £7,500.00 imposed upon him by the Respondent by a Final Notice dated 11 December 2024 in respect of the Property.
2. The Respondent was notified of the application and indicated its intention to oppose the appeal by way of notice dated 29 August 2025. Procedural Directions were issued by the Tribunal on 17 November 2025.
3. The Application is opposed by the Respondent. Both parties presented their own bundle of documents, comprising 2 bundles lodged by the applicant of 62 and 51 pages (although they contain many of the same documents) and 497 pages, plus a supplementary reply of 9 pages on behalf of the Respondent. The Tribunal took time to read the bundles before the hearing.
4. The Application was heard at an in person hearing at Leeds Employment Tribunal on 26 February 2026. For the Applicant, Mr Mohammed Gulzar gave oral evidence to the Tribunal. He is owner and landlord of the Property. In addition to the documents referred to above the Tribunal also permitted the Applicant to rely on documents produced late and not within the Applicants bundle. Those documents ran to 4 pages and the Respondent did not object to the same. The Tribunal also accepted his written undated statement of case, lodged with his bundle as his written evidence. The Respondent was represented by Mr Boumphrey, Counsel. Evidence for the Respondent was given by Mr Maceij Piorek , Housing Officer, who provided a statement dated 6 February 2026. We accepted that statement as his main evidence.

Facts and Chronology

5. The basic facts were largely agreed. The Property is a house, located in a residential area of Harehills in Leeds, designated by the Respondent for selective licensing under Part 3 of Housing Act 2004, which commenced on 18 July 2019. Any property occupied under a residential tenancy within that area would require a licence.
6. The Applicant acquired the Property in October 2005. He applied for a licence, the application was received by the Respondent 20 December 2019. In June 2021 the Respondent contacted the Applicant for outstanding information needed to progress the application. This information was provided and thereafter a draft licence was produced on 10 August 2021 with Meridian Properties (Meridian) named as Property Manager in respect of the Property, the Landlord being the Applicant. Meridian responded to the draft licence by way of email dated 11 August 2021 indicating they were no longer employed as Property Manager.

7. On 16 September 2021 the Respondent issued a revised draft licence, with conditions, and this removed Meridian as Property Manager on behalf of the Applicant. The Applicant did not respond to the draft licence or nominate any other body as managing agent. The Final licence, naming the Applicant as Landlord and no other party as property manager or managing agent was issued on 5 October 2021 (page 130 Respondent's bundle). The licence sets out in full the conditions attached to it.
8. It was accepted that the Property was let by the Applicant to a residential occupier, although the number and duration of tenancies during the relevant licence period were unclear as the Applicant alleged he had instructed a managing agent to manage the Property during this time and therefore was not able to provide this information. It was accepted that Ms Nechita was the tenant of the Property when the Respondent commenced their investigation into alleged breach of licence conditions in or around February 2024. In his 4 pages of documents produced at the hearing was the front page of a tenancy agreement purporting to belong to Ms Nechita. However the commencement of that tenancy was June 2024, after it is clear from the evidence she was already in occupation. The full tenancy agreement or any earlier agreements have not been produced.
9. Thereafter the facts of the case are largely disputed. The Applicant accepts that the Respondent inspected the Property on 15 April 2024 (report at page 245 of the Respondent's bundle) and noted a number of defects and concerns with the condition of the Property which the Respondent alleged amount to a breach of the licence, and further the Respondent alleged a number of breaches of licence conditions in relation to the management of the Property. Whilst some issues with Property condition and management were accepted by the Applicant, the Applicant denied responsibility for a number of defects within the Property or that he was responsible for licence management breaches alleged. The full details of the alleged licence breaches are set out in a letter issued to the Applicant on 16 May 2024. Further details as to the issues in dispute are set out below.
10. Following inspection of the Property the Respondent requested a number of documents from the Applicant as to management of the Property, including the latest gas safety certificate, electrical condition report, smoke alarm positioning and condition report/details, a copy of the anti-social behaviour procedure supplied to the tenant at tenancy outset, tenant references, proof of provision of a tenancy agreement to the current tenant and details of all occupiers living in the Property. These requests were made on 25 April 2024 and again on 3 May 2024. No reply was received.
11. On 16 May 2024 the Respondent wrote to the Applicant advising an offence may have been committed under the Housing Act. The letter was issued under caution and contained a number of questions for the Applicant, to which the Applicant did not respond in writing. The Applicant contacted the Respondent on 17 May 2024 and a discussion took place as to the concerns around the Property. The Applicant agreed to undertake the remedial works identified by the Respondent and thereafter kept the Respondent up to date with progress of the remedial works. During this period the Applicant suffered a physical assault affecting his ability to carry out works at the Property. He also advised that he had caring responsibilities for his elderly mother. Further he explained that he had suffered 2 heart attacks,

the latest of which in January of 2024. As a consequence the Applicant submitted his ability to undertake the works were impacted.

12. The Applicant thereafter provided the Respondent with a gas safety certificate for the Property, however it was noted that the inspection was undertaken after the Property inspection and the Applicant did not provide proof that there was a valid gas safety certificate in place at the time of the April 2024 inspection. On 14 June 2024 the Applicant advised that a new fire safety/smoke alarm system had been installed at the Property. The relevant emails are at page 259 of the Respondent's bundle.
13. The Property was re-inspected on 1 August 2024. Whilst a number of the required remedial works had been undertaken, a number remained outstanding. A copy of the re-inspection report appears at page 340 of the Respondent's bundle. After consideration a Notice of Intent to issue a financial penalty in the sum of £14,250.00 was issued to the Applicant by the Respondent. The Applicant was permitted to make representations in respect of the same. The Respondent's panel found beyond reasonable doubt that the Applicant had committed an offence under s95(1) Housing Act 2004 in that he was a person in control of and/or managing premises and had breached the conditions of the licence in respect of the Property. The Notice of intent setting out the breaches alleged by the Respondent appears at page 399 of the Respondent's bundle.
14. The Applicant attended a PACE interview with the Respondent on 5 November 2024 where he made a number of concessions as to the state of the Property, and updated the Respondent as to his poor health impacting completion off the works noted. He also advised that he had instructed a managing agent (albeit no change of licence had been requested in this regard) to manage the Property for him. He also detailed his personal circumstances and poor health in detail.
15. The Respondent carried out a case review on 21 November 2024 and agreed to reduce the penalty to £7,500.00 assessing both the level of harm and level of culpability as medium. In arriving at the reduced penalty of £7,500 the Respondent had added aggravating (0%) and deducted mitigating (25%) factors from the initial fine level (£10,000) as per their policy (page 389 Respondent's bundle) and the calculation appears at page 466 of the Respondents bundle. The penalty was issued by way of Final Notice on 11 December 2024. Further details of the basis of calculation were set out in the witness statement of Mr Piorek at page 51 of the Respondents bundle.
16. The process followed by the Respondent which led to the imposition of a financial penalty for the offence was not in dispute, however the Applicant continued to dispute that his conduct amounted to a breach of s.95 (2) Housing Act 2004, submitting that his only failure had been to fail to seek to amend his licence to add provision for his managing agent, and given an agent had been employed he was not the person in control having committed a breach. Further and in any event, his case was that if such a breach were proven, he had a reasonable excuse for any breach of licence based upon his reliance on his management agent and/or his poor health and in any event the level of the penalty should be reduced.

17. The Respondent submitted at the hearing that the Tribunal, in rehearing the matter, should reassess the penalty, on the basis that the level of harm and the level of culpability place any breach of licence in the high category on both grounds, and a higher penalty should therefore be substituted. Our findings on that matter are set out below.

The Law

18. Section 249A of the Housing Act 2004 (“the 2004 Act”) states that:

“(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.”

19. Section 249A(2) sets out what constitutes a “relevant housing offence”. It includes an offence under section 95(2) of the 2004 Act, by which ‘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 90(6), and

(b) he fails to comply with any condition of the licence.

20. Section 263 sets out definitions of “person having control” and “person managing”, as:

“(1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.

(3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments; and

includes, where those rents or other payments are received through another person as agent or trustee, that other person.”

21. In the first instance, the local housing authority must ascertain beyond reasonable doubt whether a person to whom a licence has issued has breached the conditions of that licence.
22. In the event that the local housing authority determines that a relevant housing offence has been committed, Schedule 13A to the 2004 Act sets out the procedural requirements which the local housing authority must then follow, including the service of notices of intent and of final notices, before the financial penalty may be imposed under section 249A.
23. In addition, by paragraph 12 of Schedule 13A, the local housing authority must have regard to guidance which the government has issued to local housing authorities as to how their financial penalty powers are to be exercised. The guidance confirms that local housing authorities are expected to issue their own policies in relation to housing offences and the imposition of civil penalties, and must include the factors which it will consider when establishing the offender's level of culpability and the harm which has been caused by the offence, as well as a matrix for calculating the appropriate level of penalty after taking into account any additional mitigating or aggravating circumstances.
24. In this case, the Respondent's policy is the document in the Respondent's bundle, commencing at page 389.
25. Section 95(4) of the 2004 Act provides that it is a defence to proceedings if the person committing the offence had a reasonable excuse for failing to comply with a condition. It is for the Applicant here, to show on a balance of probabilities that he had a reasonable excuse for so doing.
26. On an appeal against a financial penalty, the Tribunal is required to make its own finding as to the imposition and/or amount of a financial penalty and may take into account matters which were unknown to the local housing authority when the Final Notice was issued. The Tribunal must make its decision in accordance with the Respondent's published policy unless there are compelling reasons to depart from it.

Breaches of licence

27. The full details of the breaches relied on are set out in the Notice of Intent from the Respondent to the Applicant dated 29 August 2024. The breaches can be summarized as follows:
 - a. Licence conditions as to Gas safety;
 - i. To ensure the gas installations and appliances are in a gas safe condition – the gas meter was bypassed.
 - ii. To provide a copy of the current gas safety certificate – the certificate provided in June 2024 was undertaken in June 2024, no earlier certification was provided.

- b. Licence conditions as to Electrical Safety;
 - i. To ensure the electrical appliances are in a safe condition and to supply on demand a report confirming the same – the ECIR from January 2021 was provided by the Respondent but not within the time frame requested.

- c. Licence conditions as to Fire Safety (Smoke Alarms);
 - i. To ensure that a smoke alarm is installed on each story of the house used as living accommodation and to keep the alarm in proper working order – the alarms on inspection in April 2024 were found not to be in proper working order. The Applicant installed a new system – June 2024.
 - ii. To provide on demand a declaration as to the positioning and condition of any alarm – this was not provided despite request.

- d. Licence condition as to Carbon monoxide alarms;
 - i. To supply on demand a declaration as to the condition and positioning of any alarm – this document was not supplied.

- e. Licence conditions as to Anti-Social Behaviour;
 - i. To take all reasonable steps to prevent or reduce anti-social behaviour including;
 - 1. having a written anti-social behaviour policy in place, which is supplied to occupiers at the start of any tenancy and to the council on demand – the Applicant did not supply this when requested or at all.
 - 2. keeping a written record of any complaints of anti- social behaviour and retain such a record – the Applicant did not provide any such record.

- f. Licence condition breaches as to Management of the Property;
 - i. To ensure the internal structure of the house and every window and other means of ventilation is maintained in good repair and that fixtures and fittings and appliances are maintained in good repair and working order – see page 407 respondents bundle for the full list of breaches alleged, which include:
 - 1. Damaged plaster second floor bedroom left
 - 2. Window to second floor bedroom us defective or installed incorrectly and the handle is broken.
 - 3. The window to the second floor bedroom right is defective or not installed correctly and the handle is broken.
 - 4. Damaged plaster to top floor landing including where the balustrade meets the wall
 - 5. Damp patches above the window first floor bedroom 1
 - 6. The glazing to the window on the first floor bedroom has blown.
 - 7. The doors to the second floor right and left bedrooms would not close with missing handles
 - 8. The first floor bedroom had cracked electrical sockets and a cracked door
 - 9. Missing sealant in bathroom and missing tiles

10. Lose taps in the bathroom, with a cracked bath panel and the bathroom for handle did not work and the door did not close.
 11. Boiler cable not fixed to wall in kitchen
 12. The glazing to the living room window is cracked.
 13. Loose floorboards in kitchen
 14. Flooring does not meet the threshold and is not sealed at the edges to the kitchen
 15. The basement door is rotten and cannot be locked shut.
 16. Large sections of the ceiling staircase have fallen plaster in the basement and the ceiling by the basement door has collapsed in large sections.
 17. Missing stair rails
- ii. To ensure the exterior of the Property is maintained in reasonable decorative order;
 1. General household waste was left in the front yard.
 2. Sections of timber of the pitched roof over the bay is either missing or rotten.
- g. Licence condition breaches as to Tenancy Management;
- i. To provide all new occupiers (tenants) with a statement of terms of occupation within 7 days of tenancy commencement.
 - ii. To keep a record of supply of tenancy agreements/statement of terms of occupation – this was not provided as requested although a first page of a tenancy agreement dated June 2024 was produced at the hearing.
 - iii. To obtain references for all tenants/occupiers and retain copies.
 - iv. To supply copy references on demand by the Respondent – this was not provided.
 - v. To supply on demand by the Respondent details of all occupiers of the Property – this was not provided as requested.

Applicants' position

28. In his Representations submitted with his Tribunal appeal dated January 2025 and his Statement of Case, submitted in January 2026 alongside his oral submissions at the hearing on 26 February 2026 the Applicant's challenge to the penalty can be identified as:
- a. A dispute as to whether he was responsible for the accepted breaches in relation to licence conditions as to property management and property condition on the basis he had appointed a managing agent to manage the property.
 - i. It was accepted that he had not provided tenancy details/full tenancy details when requested, stating these were held by his managing agent.
 - ii. He was unable to provide the current gas safety certificate for the Property and undertook a gas safety check after being notified of the Respondent's concerns. This was provided in June 2024.

- iii. The ECIR was provided, the delay in providing was occasioned by his ill health.
 - iv. His managing agent was responsible for ensuring the property was inspected and kept in good repair – he accepted that he could not provide any records from his managing agent as to property inspections.
 - v. He accepted he could not provide the ant-social behaviour records required under the licence, these being the responsibility of his agent.
- b. That the poor property condition identified by the Respondent was largely as a result of damage occasioned by the tenant:
- i. The tenant had removed the upper floor stair handrail.
 - ii. The tenant had painted over the fire seals on the doors.
 - iii. The tenant had replaced the flooring in a manner which created a trip hazard.
 - iv. The tenant had broken the window locking mechanisms and/or hinges.
 - v. The landing balustrade rail was not defective, there was no hole where the balustrade was fixed to the wall.
 - vi. A number of broken internal doors were as a result of tenant damage.
 - vii. There was no damp in the Property, this was old staining.
- c. The tenant had bypassed the gas meter.
- d. The fire alarm system did work, even if the alarms were hanging loose.
- e. The defective fire boarding in the stairs was denied and as to the missing basement stair handrail, this area had not been demised to the tenant.
- f. He had worked with the Respondent in addressing their concerns as to the condition and management of the Property.
- g. He had been unwell, suffering two heart attaches, (the latest in January of 2024) prior to the inspection in April of 2024 and in May of 2024 suffered a serious assault leading to delays in him carrying out the works noted as required by the Respondent.
- h. His Mother is unwell and he provides care, limiting his ability to manage the Property.
- i. That the property manager appointed had not responded to his requests to provide the paperwork required by the Respondent.
- j. He accepted that when the licence was taken out no manager was appointed under the terms of his licence, he could not recall which manger he had in place when the licence was initially granted.

29. The Applicant set out in oral submissions:

- *“... it was ... my mistake not informing the Respondent about the managing agent, it was an oversight’. Further stating ‘I am innocent ... my oversight, The agent fooled me’.*

30. In oral evidence, the Applicant, accepted he managed a number of other properties in Bradford. He accepted that he had not informed the Respondent that he had employed a managing agent, and accepted the licence named him only as the responsible landlord. He accepted that there were a number of repair issues with the Property but alleged the tenants had caused the majority of the damage, and some of the issues noted were cosmetic in nature. He did not accept that the fire alarm system was not working correctly, although he agreed that the alarms were not fixed properly to the ceilings. As set out above he alleged that the tenant had been responsible for a number of identified defects to the Property. He maintained that any failings as to condition, failure to inspect and property condition were the responsibility of his managing agent. He accepted he could not produce a management agreement confirming the instruction of his agent nor the terms of their instruction. He denied any knowledge of the allegation that someone (identified as the landlords agent) had demanded ‘additional rent’ from the tenant beyond that due, stating he was not aware of that until it became evident in the Respondents bundle.
31. Mr Gulzar went on to explain that due to his poor health and his caring responsibilities that he had done all he could to comply with the Respondent in making good the identified issues and that other than the failure to update his licence to add a managing agent, he was not responsible for the identified issues with the Property, they were either caused by the tenant or were failures of his agent.
32. He accepted in evidence that a tenant being harassed for money would be a high level of harm, but only if true and in any event that was not him but his agent. As for the gas meter he accepted that this posed a high risk for harm to the tenant, but again this was not something for which he was responsible.
33. The Applicant submitted that in light of the above circumstances that his conduct did not amount to an offence and/or his circumstances provided the defence of reasonable excuse. Further and in any event, he sought that any penalty be reduced to take into account his mitigation and circumstances.
34. The above summarises the Applicant’s position and evidence to the Tribunal, where the Tribunal have not expressly referred to a matter this should not be taken that the Tribunal has not considered all evidence given, the Tribunal have considered it all.

Respondent’s representations

35. The following is a summary of the evidence and submissions made by the Respondent. Where the Tribunal have not expressly in this summary repeated a matter given in evidence or submissions this should not be taken that the evidence

has not been considered. The Tribunal has considered all evidence and submissions in full.

36. In his witness statement and oral evidence, Mr Piorek gave evidence and set out that enforcement action was taken following reports to the Respondent that despite her rent having been paid directly further money was being demanded from the tenant by means of harassment. Mr Piroek as a result visited the Property to investigate whether the licence conditions were being complied with. This inspection was undertaken on 15 April 2024 and identified a number of serious defects with the Property, including defective fire alarm systems, a bypassed gas meter, lack of fire boarding in the stairs and lack of handrails to stairs in 2 areas, the full details of which are set out in Notice of Intent issued in August 2024.
37. Mr Piorek in his written evidence identified a number of serious defects with the Property, including a lack of hand rails on the stairs, defective fire seals to the doors which had been painted over, a defective smoke alarm system with alarms hanging from the ceiling, fire boarding to the stairs was inadequate, as it would not give sufficient time to allow escape, especially important in his evidence as this is a back to back Property with only one exit door. He also advised that the gas meter had been found to have been bypassed, posing a major safety risk which he had the gas supplier make safe.
38. In terms of other concerns noted, Mr Piorek advised that he had requested tenancy documentation from the Applicant to check licence compliance including copy ASB policy documents, tenancy management records, tenancy agreements, EICR and Gas Safety Certificates. His evidence was that the Application was unable to provide a proper tenancy agreement and that the gas safety certificate provided was in fact for one undertaken after the April 2024 inspection. The ECIR was provided. Mr Piorek confirmed that the Applicant contacted the Respondent in May of 2024 and did agree to undertake works identified, but when the Property was reinspected in August of 2024 there were still a number of works outstanding, including fire boarding. The reinspection report noting the incomplete works is at page 340 of the Respondent's bundle. He did accept that the Applicant had engaged with the Respondent and kept them updated as to the progress of remedial works. He also confirmed that the Applicant had advised of his health concerns.
39. Mr Piorek set out the basis on which the Respondent sought to impose a financial penalty. This was assessed in line with the published policy of the Respondent, initially as high harm and medium culpability, in line with the Notice of Intent. However following interview with the Applicant and re-inspection of the Property and talking into account the mitigating factors and degree of compliance the financial penalty was reduced, with the level of harm and culpability being reassessed as medium, with mitigation reductions thereafter applied. A Final Notice of financial penalty was then issued.
40. During submissions the representative for the Respondent submitted that the level at which the penalty had been assessed at issue of the Final Notice was incorrect, and that both the level of harm and level of culpability were such that

they should properly be assessed as high in each category. The Tribunal was asked to re-assess the award accordingly.

Conclusions and Reasons

40. The Tribunal must be satisfied in respect of the Applicant, beyond a reasonable doubt, that he had committed a “relevant housing offence” in respect of the Property. The area in which the Property is situated was designated as a selective licensing area with effect from January 2020. From that date, any property occupied under a residential tenancy within that area would require a licence.
41. It is clear that the Applicant had a licence for the Property, that licence being issued in October of 2021 (following the earlier application). That licence was issued to the Applicant only, Meridian Properties having been removed as managing agent from the draft licence. This change was notified to the Applicant and he at no stage challenged the removal of Meridian nor did he seek to amend the licence to add a new managing agent to the licence.
42. Whilst the Applicant appeared to accept that he was the only named holder of the licence, he repeated that he had employed the services of a managing agent, but had not provided any agreement to provide evidence of the same. Therefore whilst there was some acceptance it seemed to the Tribunal that the Applicant may be disputing that he was a person having control and/ or management, of the Property, as defined by s263.
43. In so far that this is raised as a defence, that he was not the person having control or managing the Property, S263 of the Housing Act 2004 states:

(1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments; and includes, where those rents or other payments are received through another person as agent or trustee, that other person.

44. The Tribunal noted that the Applicant on his own admission received the rent for the Property. In addition he is the owner of the Property, on any interpretation, and having regard to the above, he is a person in control and managing the Property.
45. We found that the licence conditions had been breached as follows:
- a. Licence conditions as to Gas safety;
 - i. The bypassing of the gas meter was unsafe and whilst this may have been undertaken by the tenant a proper system of tenancy management of gas safe inspections would have detected the same and reduced the risk.
 - ii. The Applicant could not provide a gas safety certificate for any period prior to June 2024, and it therefore appeared to the Tribunal that the Applicant had not ensured that proper gas safety checks had been undertaken in accordance with the licence.
 - b. Licence conditions as to Electrical Safety;
 - i. The Applicant had provided a copy of the ECIR but it was noted that there was a breach in providing the same outside of the timeframes required by the licence. However the Tribunal accepted that the Applicant was suffering from ill health which would occasion delay. This matter itself would therefore not likely in the view of the Tribunal amount to a breach by reason of the defence of reasonable excuse for the delay in provision.
 - c. Licence conditions as to Fire Safety (Smoke Alarms);
 - i. The Tribunal accepted the evidence of the Respondent that the alarm system was not in proper working order, this being a licence breach.
 - ii. The Tribunal found that the licence had been breached as the Applicant had been unable to provide on demand or at all a declaration as to the positioning and condition of any alarm.
 - d. Licence condition as to Carbon monoxide alarms;
 - i. We found this licence condition breached as the Applicant had not provided a declaration as to the condition and positioning of any alarm.
 - e. Licence conditions as to Anti-Social Behaviour;
 - i. The Tribunal found that the licence had been breached as the Applicant had failed to provide:
 1. a written anti-social behaviour policy in place.

2. confirmation this has been provided to occupiers.
 3. a written record of any complaints of anti- social behaviour.
- f. Licence condition breaches as to Management of the Property;
- i. As to the condition to ensure the internal structure of the house and every window and other means of ventilation is maintained in good repair and that fixtures and fittings and appliances are maintained in good repair and working order the Tribunal found:
 1. The windows to second floor bedroom left and right were defective or installed incorrectly and that the handles were broken. The Tribunal did not accept that this was tenant damage and in any event there was no proper system of inspection and repair,
 2. The Tribunal accepted the evidence of the Respondent that there was damaged plaster at the balustrade where it meets the wall.
 3. The glazing to the window on the first floor bedroom was blown, which was accepted by the Applicant.
 4. The Tribunal did not conclude that the missing door handles and latches were tenant led damage, the Tribunal did not consider the evidence of the Applicant credible, suggesting that the tenant was both decorating the Property and causing deliberate damage.
 5. The Tribunal concluded that in respect of one internal door the cracking may have been caused by a occupier but this was not the case with all of the cracked doors noted, but in any event the Applicant had failed to ensure the Property was inspected and issues with repair identified in breach of licence.
 6. Whilst the Applicant alleged the tenant caused the loose taps in the bathroom the Tribunal found it more likely that this was occasioned by general wear and tear and this was not picked up and or repaired by the Applicant due to inadequate Property management.
 7. The Tribunal accepted that the boiler cable not fixed to wall in kitchen, this was evident from the Respondents evidence.
 8. The Tribunal accepted that the glazing to the living room window was cracked. The Tribunal is unsure of the cause of such damage but it was clear that the Applicant had failed to note the same and there had been no adequate tenancy inspections.
 9. It was accepted that the flooring does not meet the threshold and is not sealed at the edges to the kitchen, and whilst the Tribunal noted that the Applicant alleged this was installed by the tenant there was no evidence of the same and no attempt by the Applicant or any agent to have this trip hazard rectified if this was a tenant led issue. The hazard represents a licence breach.

10. The Tribunal did not accept the evidence of the Applicant that the painting of the door fire seals had been undertaken by the tenant. The evidence of the Respondent that this was old paint was preferred. The Tribunal did not conclude as credible the suggestion of the Applicant that the tenant was occasioning severe damage to the Property at the same time as allegedly decorating the same.
 11. The Tribunal accepted the evidence of the Respondent that the basement door is rotten and cannot be locked shut and further that large sections of the basement ceiling staircase have fallen plaster and the ceiling by the basement door has collapsed in large sections. The Tribunal did not accept that this area was not demised to the tenant, there was no evidence of the same, the area was accessible by the tenant and the gas meter was located in this area. These defects represent a breach of licence, and the ceiling lacking boarding presented a fire hazard.
 12. The Tribunal concluded that the missing stair rails were a licence breach. The Tribunal did not accept the evidence of the Applicant that the upper stair rail was removed by the tenant initially (although it may have been so after remedial works), the photos and oral evidence of the Respondent was such that there was no evidence of removal and it was noted that this was also the case with the basement rail. The lack of handrails presented a safety risk and the Tribunal noted if this had been a tenant issue it would have expected evidence that the tenant had been asked to rectify the same.
- ii. Breaches as to conditions to ensure the exterior of the Property is maintained in reasonable decorative order;
1. The Tribunal accepted that this was breached as it was evident that household waste was left in the front yard.
 2. It was evident from the photographic evidence that sections of timber of the pitched roof over the bay was either missing or rotten.
- g. Breaches of Licence found in relation to conditions as to Tenancy Management;
- i. The Tribunal found that the Applicant had failed to provide all new occupiers (tenants) with a statement of terms of occupation within 7 days of tenancy commencement and that he had failed to keep a record of occupation. The Applicant was unable to provide any agreements other than the first page of a June 2024 agreement or any proof of provision to tenants. Whilst the Tribunal noted emails from 2022 relied on by the Applicant at the hearing as to what he believed to be provision of tenancy agreements to the Respondent, it was not evident as to what if any documents had been provided and to which tenancy they related. Further it was unclear as to which department at Leeds City Council they had been provided and the Respondents evidence

was that they had not received any such documents which the Tribunal accepted.

- ii. The Tribunal found that the Applicant had failed to obtain references for all tenants/occupiers and retain copies, he had been unable to supply any documents on request to evidence the same. Whilst the Applicant stated this was the responsibility of his agent, it was his responsibility under the licence.
 - iii. The Tribunal also found the licence breached as the Applicant had not been able to supply on demand or at all details of all occupiers of the Property.
- h. The Tribunal also noted that it was a condition of the licence that the Applicant must within 14 days notify the Respondent of any change in management arrangements. By his own admission he failed to do so. The failure to notify of any agent precluded the ability of the Respondent to ensure that the intended agent was a fit and proper agent to manage the Property for the Applicant.

46. In so far as the defence put forward by the Applicant, that he relied on a managing agent and they failed to manage the Property and effectively misled him as to its management, which on his case amounted to a reasonable excuse, this was rejected by the Tribunal. Whilst there was some evidence that the Applicant may have employed an agent, the referral to the Respondent which led to the investigation was as a result of an agent of the landlord demanding monies, this does not absolve the Applicant of his responsibilities under the licence. He was the sole holder of the licence, and it was incumbent upon him to ensure that the Property was managed in accordance with the terms of that licence.

47. Furthermore, if he wished to employ a managing agent it was incumbent upon the Applicant to ensure that the agent was registered under the terms of his licence so that the Respondent could ensure that any such agent was 'fit and proper' to carry out those duties. It seemed to the Tribunal that on the Applicant's own evidence, the conduct of the agent (if one had been so instructed) was such that they were not carrying out their duties in a fit and proper manner. In any event the Tribunal noted that the Applicant had provided no evidence by way of management agreement or otherwise as to the terms of and extent of any duties delegated to any agent so instructed. As such the Tribunal did not consider that if an agent had been so instructed (which remained unclear) that this would in any event amount to the defence of reasonable excuse.

48. As to the ill health of the Applicant and his caring responsibilities, the Tribunal accepted the evidence of the Applicant that he had suffered 2 heart attacks, the last in January 2024 that likely would have affected his ability to manage the Property during the periods of ill health. The Tribunal also accepted that the further assault in or around May of 2024 and the carrying obligations of the Applicant with regard to his mother would also have affected the ability of the Applicant to maintain his obligations under the licence.

49. The Tribunal however found that the ill health and caring obligations did not amount to a reasonable excuse in terms of a failure to comply with the licence, but ones of mitigation in relation to the level of penalty imposed.

50. The Tribunal found it was reasonable to expect the Applicant to have in place processes to ensure compliance with relevant national and local laws and regulations, including licence conditions. If the Applicant was not in a position to undertake his obligations in respect of the Property it was reasonable for him to employ a reputable agent to assist and ensure that such agent was licenced with the Respondent in accordance with the licence obligations. He did not do so.

51. Accordingly, the Tribunal was satisfied beyond a reasonable doubt that the Applicant committed a “relevant housing offence” in respect of the Property and that the offence was being committed between at least February 2024 and December 2024 when the Financial Penalty was issued, as there remained a failure to comply in full with the licence conditions, notwithstanding the works undertaken in respect of the Property condition. In consequence, a penalty may become payable in accordance with the aforementioned policies.

Amount of the Penalty

52. The Respondent provided through Mr Piorek detail on the method of calculating the penalties. The Applicants’ challenge was in broad terms about its unfairness.

53. As noted above, DCLG Guidance has been issued to local housing authorities regarding how their financial penalty powers are to be exercised. The Guidance encourages each authority to issue its own policy for determining the appropriate level of penalty, with the maximum amount being reserved for the worst offenders. Relevant factors include:

- a. the severity of the offence;
- b. the culpability and track record of the offender;
- c. the harm caused to the tenant;
- d. punishment of the offender;
- e. deterring the offender from repeating the offence;
- f. deterring others from committing similar offences; and
- g. removing any financial benefit the offender may have obtained as a result of committing the offence.

54. The Tribunal has considered the Respondent’s published policy (see page 389 Respondents bundle), and notes that it is reflective of the DCLG Guidance. We found that whilst the financial penalty imposed was calculated in accordance with the Respondent’s published policy, the Tribunal were in disagreement with the Respondent’s assessment as to the level of harm.

55. The Respondent’s process was to identify a starting figure for the penalty. First, by determining the level of culpability and thereafter the level of harm. Initially the Respondent assessed culpability as medium and harm as high (see page 353-356 Respondents bundle), having regard to their published policy (page 389 Respondents bundle) and issued a Notice of intent accordingly, having thereafter

applied mitigating factors. The details of which are set out in the evidence of Mr Piorek.

56. Following the interview with the Applicant in November of 2024 the Respondent reassessed the licence breaches against their policy and assessed the level of culpability and harm as both medium, giving a starting point for the penalty in accordance with their matrix of £10,00.00. After applying mitigating factors the penalty was reduced to £7,500.00 in accordance with the Notice of Final Penalty issued. The details of the calculation appear at page 466 of the Respondent's bundle. No aggravating factors were applied and 5 mitigating factors were applied as set out in the assessment matrix.
57. In terms of culpability, the Tribunal agrees with the previous assessment of the Respondent, in placing this in the medium category. Whilst the Tribunal were invited at the hearing to reconsider this as a high culpability offence, the Tribunal decline to do so.
58. In reaching this conclusion the Tribunal noted that the Applicant had placed reliance on an agent (albeit one not formally registered under the licence) and had been absent in terms of management living out of the area, his actions amounting to ones of omission in his management. Taking that and the fact that this is a first offence into account, the policy of the Respondent quite properly applied in the view of the Tribunal merits assessment at a medium level.
59. The Tribunal has concluded that the Respondent improperly categorised the level of harm as medium, rather than high, which resulted in the view of the Tribunal in a lower than appropriate starting point for the penalty.
60. As to the level of harm, the Tribunal concluded that the bypassed gas meter along with the missing/defective fire boarding and defective fire seals to the doors in the Property posed a significant risk of serious harm and as such in line with the policy a 'high risk of serious adverse effect on an individual'. Further the harassment of the tenant by the managing agent/their associates caused harm to a vulnerable individual.
61. As a result the Tribunal concluded that following the policy of the Respondent the appropriate starting point was one of £15,000, following the matrix in the policy (page 395 Respondents bundle). The Tribunal then went on to consider the mitigating factors of the Applicant, and agreed with those applied by the Respondent, but further considered additional mitigating factors applied. In the view of the Tribunal and with regard to the mitigating factors identified in the Respondents' policy reductions should be applied for co-operation with the investigation, voluntary steps taken to address issues, acceptance of responsibility, the poor health of the Applicant, the fact that the Applicant had no previous convictions and finally that he was of good character. In total the Tribunal considered that appropriate mitigation (6 factors) reduced the level of financial penalty to one of £10,500.00.
62. For the reasons set out above the Tribunal therefore re-assess the level of Financial Penalty at £10,500.00. The Tribunal noted that the Applicant put forward no

evidence in relation to financial hardship (other than a submission that he could not afford any penalty) and further that he owns 5 properties in total. The Tribunal has followed the policy of the Respondent in reaching this determination.

THE ORDER

63. We order that the financial penalty imposed by the Council on 11 December 2024 be varied to impose a financial penalty on the Applicant of £10,500.00 payable within 28 days of the date of this decision.

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.