



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

Case reference	:	LON/00AT/HNA/2025/0668
Property	:	719 Bath Road, Hounslow, Middx TW5 9SZ
Applicant	:	Kirpal Gill
Respondent	:	London Borough of Hounslow
Type of application	:	Appeal against a financial penalty - Section 249A & Schedule 13A to the Housing Act 2004
Tribunal members	:	Judge Nicol Mr A Thomas
Date and venue of hearing	:	30th June 2026 10 Alfred Place, London WC1E 7LR
Date of decision	:	1st July 2026

DECISION

The Tribunal has decided to confirm the penalty imposed on the Applicant by the Respondent in the amount of £37,000.

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

Reasons

1. The Applicant owns and manages 719 Bath Road, Hounslow, Middx TW5 9SZ. The local authority Respondent has sought to impose financial penalties on the Applicant:
 - a) £25,000 for failure to comply with an Improvement Notice, contrary to section 30(1) of the Housing Act 2004 (“the 2004 Act”); and
 - b) £6,000 for each of 2 failures to comply with reg.3 of the Electrical Safety Standards in the Private Sector and Social Rented Sector (England) Regulations 2020.

2. The final penalty notice was served on 24th January 2025. The Applicant appealed to this Tribunal on 20th February 2025.
3. The Tribunal issued directions on 29th August 2025 which were amended on 20th November 2025. The Applicant's appeal was heard by the Tribunal on 30th June 2026. The attendees were:
 - The Applicant, representing himself, accompanied by his cousin, Mr H Dhaliwal, for support;
 - Ms Anna Nawzad, Principal Housing Standards Officer; and
 - Ms Pat Gilmore, Head of the Respondent's Housing Standards Team.
4. The Applicant had prepared a bundle of 157 pages incorporating the Respondent's bundle of 92 pages and containing all the material relied on by both parties.
5. Prior to the hearing, the Applicant had provided a letter briefly listing four health conditions from which he suffers. He intended it to be a partial explanation of and excuse for the matters on which the Respondent relies and which are considered below. He also appeared to want the Tribunal to take it into account when considering how to conduct the hearing. However, the letter did not indicate that any of the health conditions limited the Applicant's abilities to manage the property or participate in the hearing. Neither Mr Dhaliwal nor the Applicant himself asked the Tribunal to make any adjustments to accommodate his condition.
6. The Applicant's biggest problem throughout has been that, where he did not understand certain issues such as the legal process, construction/building matters or his responsibilities when challenged by the local authority, he did not obtain appropriate professional advice such as from a solicitor or a surveyor. When he has sought advice, it has been from a letting agent, his tenant and a builder. As he describes it, the advice they gave was poor or misleading.
7. The Applicant describes himself as an "accidental landlord". He took over management of the property when the then owner, his mother, fell ill. When she died on 22nd December 2022, he inherited the property. At some point, he brought in an agent who advised him to carry out works to put it in a lettable condition. As with all the works he has carried out to the property, the Applicant had no evidence of the condition of the property either before or after the works or what the works consisted of.
8. On 15th August 2021, the Applicant let the property through an agent to Mr Osman Haibe. Some time later he found that Mr Haibe had let the property as a house in multiple occupation without the requisite licence. He persuaded Mr Haibe to change the letting to a single family.
9. Ms Nawzad is the Respondent's current case officer for the property but she was preceded by Mr Gary Ventham. He inspected the property twice in July 2022 and identified several Category 1 and 2 hazards under the

Housing Health and Safety Rating System (“HHSRS”). On 28th July 2022 Mr Ventham served the Applicant with an Improvement Notice.

10. Mr Ventham also found that the property was let as a HMO, leading to the change already referred to. Due to the property ceasing to be a HMO, the Improvement Notice was varied on 13th June 2023. A new Schedule of Works was supposed to be completed by 28th August 2023.
11. On 17th August 2023 the parties took part in a mediation at the Tribunal and reached an agreement involving some amendments to the works and an extension of time for the Applicant to complete them.
12. At the hearing, the Applicant displayed a lack of understanding as to what the mediation was. He repeatedly referred to it as if it were a hearing and the mediator were a judge. Judge Nicol had to remind him that what had been said at the mediation was confidential and could not be repeated. The Applicant complained that he signed the agreement under duress and sought advice from the Tribunal as to how he could get out of it.
13. The Applicant clarified at the hearing that his case is that he has completed the works required under the Improvement Notice so that he should not have been served with a penalty notice. This was not apparent from the papers. As referred to above, the bundle contained no evidence of any works carried out or of the results. The Applicant asked if Mr Dhaliwal could give oral evidence but there was no witness statement or application to rely on such evidence.
14. Ms Nawzad took over from Mr Ventham and inspected the property on 8th October 2024. Despite having had extensions of time and the extra time before she inspected, she concluded that the Applicant had not completed the works. The photos she took strongly supported her conclusions.
15. The Applicant accused Ms Nawzad of exaggerating but there was no evidence to support this allegation. He complained that her inspection was poor and gave as an example that she had only taken a photo of the bathroom window rather than trying to open it to see that it was operable. Ms Nawzad refuted that allegation and said she did try to open the WC and bathroom windows, both of which were difficult to operate and one which would not close at all. Given her professional standing and her supporting evidence, the Tribunal preferred her evidence to that of the Applicant.
16. On 9th October 2024 the Respondent served a formal notice on the Applicant requiring him to provide a current Electrical Installation Condition Report (EICR) in accordance with reg.3(3)(c) of the Electrical Safety Standards in the Private Sector (England) Regulations 2020. On 15th October 2024 the Applicant emailed a EICR but it had been compiled in April 2021 and was valid for only 3 years, making it 6 months out of date. Ms Nawzad chased him but only received a satisfactory EICR 3 days after the final penalty notice in January 2025. The Applicant said he got

the EICR in December 2024 and thought he sent it then but he had no evidence of this.

17. On 29th October 2024 the Respondent served a Notice of their intention to impose a civil penalty on the Applicant for his failures to comply with the Improvement Notice or produce the EICR. Both the Applicant and his then representatives emailed the Respondent to ask for more time but no representations were made. Despite his assertion to the Tribunal that he had completed the works, he did not say this to the Respondent at this time.
18. Ms Nawzad re-inspected the property on 21st January 2025. Again, she found the majority of the works outstanding. Again, she took photos which supported her conclusions. As an example, the Tribunal directed the Applicant's attention to a photo of the WC window which was clearly in poor condition. The Applicant insisted that the photo showed a window in satisfactory condition.
19. On 23rd January 2025 Ms Nawzad received a complaint from the tenant that there had been an electricity blackout at the property following heavy rain. As in relation to some other matters, the Applicant asserted that any fault lay with the tenants themselves and their 8 children who he claimed had "trashed" his property. Yet again, he had no evidence to support this allegation.
20. The Applicant seemed to think that he had little or no power over the situation and, therefore, no responsibility for it. He pointed to a brief signed statement dated 23rd November 2023 from Mr Haibe in which he had purported to accept sole responsibility for the existence of the HMO. He had served section 21 Notices Requiring Possession in February 2025 and February 2026 but has not taken legal action. He has sought out alternative accommodation for the tenants but the properties he identified were not acceptable. While he continually complained about the tenants, he has had years to get them out but has not done so.
21. The Applicant pointed out that the garage attached to the property was not part of the demise. It is unusable. The Applicant has had plans since 2021 to demolish it and the conservatory and to replace them with a single-storey extension but, yet again, he has not done so despite plenty of time. He said that, since it was not part of the tenancy, it was irrelevant. The Tribunal put to him that it was right next to a property occupied by young children but he saw no problem with that.
22. Ms Nawzad summarised the status of the intended works in her statement to the Tribunal:

Damp and Mould Growth

- Leak through roof of rear conservatory – **Not completed**
- Hopper head and gulley pipe to flank wall corroded and leaking – **Completed**

Excess Cold

- External door to ground floor rear right room buckled; cracked glazing panel – **Poor standard work**
- Fanlight window to W.C compartment – **Not completed**
- Bathroom casement window corroded and falling apart – **Not completed**
- Missing parts and handles on first-floor bedroom doors – **Not completed**
- Damaged frame around front door allowing draughts – **Not completed**
- Splits to timber panels of front door – **Poor standard work**
- Hole in flank wall adjacent to waste pipe – **Completed**

Domestic Hygiene, Pests and Refuse

- Gaps around gas meter pipe and floorboards allowing vermin entry – **Not completed**
- Gap at bottom of external door to ground floor rear room – **Not completed**
- Missing plaster adjacent to front door architrave – **Completed to poor standard**
- Missing architrave to ground floor front room door – **Poor standard work**

Electrical Hazards

- Gap above power socket in front left bedroom – **Not completed**
- Unprotected electrical cables in hallway – **Not completed**
- Protruding cable near bathroom basin – **Completed**
- Damaged wiring to boiler controls – **Completed**
- Power socket in rear living room too close to floor – **Not completed**
- Electrical circuit to consumer unit tripped – **Not completed**

Fire

- Polystyrene ceiling tiles in ground floor front room – **Not completed**
- Smoke detector in hallway insecure – **Completed**

Structural Collapse and Falling Elements

- Base of kitchen wall unit deflecting – **Poor standard work**
- Loft hatch warped – **Poor standard work**
- Timber garage doors falling apart – **Not completed**
- Garage roof partially collapsed – **Not completed**

Food Safety

- Kitchen cupboards perished and insecure – **Poor standard work**
- Oven not working – **Completed**

Entry by Intruders

- Damaged frame around front door increasing risk of intruders – **Poor standard of work**
23. The Tribunal accepts that this is an accurate summary. The Applicant said that works had been carried out by himself and the Tribunal also accepts that. However, the works are clearly incomplete or to a poor standard. The only possible conclusion is that the Applicant has failed to comply with the Improvement Notice.
 24. Further, the Applicant failed to comply with numerous requests over several months to provide the EICR. The Tribunal is satisfied that it is appropriate to subject the Applicant to penalties in relation to that.
 25. The appeal is a rehearing and the Tribunal needs to reach its own conclusion on the penalty and the amount of it. However, in doing so the Tribunal is entitled to have regard to the Respondent's views (*Clark v Manchester CC* [2015] UKUT 0129 (LC)) and must consider the case against the background of the policy which the Respondent has adopted to guide its decisions (*R (Westminster CC) v Middlesex Crown Court* [2002] EWHC 1104 (Admin)).
 26. The Respondent's policy is in line with Government guidance and provides a careful balance, within the objectives of the legislation, between the various elements which make up the offences and their context. The policy contains a matrix which grades cases by the degree of harm and culpability.
 27. Given the vulnerability of the tenants and their children and the Applicant's continued failure over a lengthy period of time to comply with the Improvement Notice, the Respondent put the harm and culpability at the highest levels, termed Band 6, the range for which is £20,000-£30,000. The starting point is £25,000 which may be raised or lowered in the light of any aggravating or mitigating circumstances respectively.
 28. In relation to the EICR, the Respondent put the degree of culpability at the highest level but the harm only at medium. This put the case in Band 4, for which the range is £6,000-£10,000. The Respondent sought to issue two penalties at the lowest end of that range.
 29. Considering all the circumstances of this case and the degree of the Applicant's culpability, the Tribunal is satisfied that it was appropriate to issue the penalties in accordance with that policy and concludes that they should be confirmed.

Name: Judge Nicol

Date: 1st July 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 30 Offence of failing to comply with improvement notice

- (1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.
- (2) For the purposes of this Chapter compliance with an improvement notice means, in relation to each hazard, beginning and completing any remedial action specified in the notice –
 - (a) (if no appeal is brought against the notice) not later than the date specified under section 13(2)(e) and within the period specified under section 13(2)(f);
 - (b) (if an appeal is brought against the notice and is not withdrawn) not later than such date and within such period as may be fixed by the tribunal determining the appeal; and
 - (c) (if an appeal brought against the notice is withdrawn) not later than the 21st day after the date on which the notice becomes operative and within the period (beginning on that 21st day) specified in the notice under section 13(2)(f).
- (3) A person who commits an offence under subsection (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for failing to comply with the notice.
- (5) The obligation to take any remedial action specified in the notice in relation to a hazard continues despite the fact that the period for completion of the action has expired.
- (6) In this section any reference to any remedial action specified in a notice includes a reference to any part of any remedial action which is required to be completed within a particular period specified in the notice.
- (7) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (8) 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.

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

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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.

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- (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.

Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

Regulation 3 Duties of private landlords in relation to electrical installations

- (1) A private landlord who grants or intends to grant a specified tenancy must—
 - (a) ensure that the electrical safety standards are met during any period when the residential premises are occupied under a specified tenancy;
 - (b) ensure every electrical installation in the residential premises is inspected and tested at regular intervals by a qualified person; and
 - (c) ensure the first inspection and testing is carried out—
 - (i) before the tenancy commences in relation to a new specified tenancy; or
 - (ii) by 1st April 2021 in relation to an existing specified tenancy.
- (2) For the purposes of sub-paragraph (1)(b) “at regular intervals” means—
 - (a) at intervals of no more than 5 years; or
 - (b) where the most recent report under sub-paragraph (3)(a) requires such inspection and testing to be at intervals of less than 5 years, at the intervals specified in that report.
- (3) Following the inspection and testing required under sub-paragraphs (1)(b) and (c) a private landlord must—
 - (a) obtain a report from the person conducting that inspection and test, which gives the results of the inspection and test and the date of the next inspection and test;
 - (b) supply a copy of that report to each existing tenant of the residential premises within 28 days of the inspection and test;
 - (c) supply a copy of that report to the local housing authority within 7 days of receiving a request in writing for it from that authority;
 - (d) retain a copy of that report until the next inspection and test is due and supply a copy to the person carrying out the next inspection and test; and
 - (e) supply a copy of the most recent report to—
 - (i) any new tenant of the specified tenancy to which the report relates before that tenant occupies those premises; and
 - (ii) any prospective tenant within 28 days of receiving a request in writing for it from that prospective tenant.
- (4) Where a report under sub-paragraph (3)(a) indicates that a private landlord is or is potentially in breach of the duty under sub-paragraph (1)(a) and the report requires the private landlord to undertake further investigative or remedial work, the private landlord must ensure that further investigative or remedial work is carried out by a qualified person within—
 - (a) 28 days; or
 - (b) the period specified in the report if less than 28 days, starting with the date of the inspection and testing.
- (5) Where paragraph (4) applies, a private landlord must—
 - (a) obtain written confirmation from a qualified person that the further investigative or remedial work has been carried out and that—
 - (i) the electrical safety standards are met; or
 - (ii) further investigative or remedial work is required;
 - (b) supply that written confirmation, together with a copy of the report under sub-paragraph (3)(a) which required the further investigative or remedial work to

- each existing tenant of the residential premises within 28 days of completion of the further investigative or remedial work; and
- (c) supply that written confirmation, together with a copy of the report under sub-paragraph (3)(a) which required the further investigative or remedial work to the local housing authority within 28 days of completion of the further investigative or remedial work.
- (6) Where further investigative work is carried out in accordance with paragraph (4) and the outcome of that further investigative work is that further investigative or remedial work is required, the private landlord must repeat the steps in paragraphs (4) and (5) in respect of that further investigative or remedial work.
- (7) For the purposes of sub-paragraph (3)(e)(ii) a person is a prospective tenant in relation to residential premises if that person—
- (a) requests any information about the premises from the prospective landlord for the purpose of deciding whether to rent those premises;
 - (b) makes a request to view the premises for the purpose of deciding whether to rent those premises; or
 - (c) makes an offer, whether oral or written, to rent those premises.