FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00AB/HNA/2025/0723**
Property	:	**352 Wood Lane, London, RM10 7RS**
Applicant	:	**Ezekiel Peterson-Ugowe**
Representative	:	**In person**
Respondent	:	**London Borough of Barking and Dagenham**
Representative	:	**Gabriel Neophtou (Counsel)**
Type of Application	:	**Appeal against a financial penalty – Section 249A & Schedule 13A of the Housing At 2004**
Tribunal Members	:	**Judge Robert Latham** **Steve Wheeler MCIEH CEnvH**
Date and Venue of Hearing	:	**14 May 2026 at** **10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**1 July 2026**

DECISION

Decision of the Tribunal

(i) The Tribunal confirms the Respondent's decision, dated 27 May 2025, to impose a Financial Penalty of £12,700 on the Applicant in respect of an offence under section 30(1) of the Housing Act 2004, namely that the Applicant had failed to comply with the requirements of an Improvement Notice which had been served on 13 June 2024.

(ii) The Tribunal makes no order for the refund of the fees that have been paid by the Applicant.

The Application

1. On 7 July 2025, Mr Ezekiel Peterson-Ugowe, the Applicant, issued this appeal against a Financial Penalty of £12,700 which had been imposed on 27 May 2025 This application relates to 352 Wood Lane, Romford, RM10 7RS ("the Property"). The Property is a two-storey, three-bedroom, mid-terraced house. At the material times, the property has been occupied by Ms Halimah Tibasima ("the Tenant") together with her three children who were aged between 4 and 12.

2. On 5 December 2025, the Tribunal gave Directions pursuant to which:

   (i) The Respondent has filed its Bundle (282 pages) setting out its reasons for imposing the Financial Penalty. This includes a witness statement of Karen Kingsnorth, a Housing Enforcement Officer, employed by the Respondent. She provides a detailed witness statement setting out her involvement in this matter. References to the bundle will be prefixed by "R1.__".

   (ii) The Applicant has filed his Bundle (65 pages) is support of his appeal. This includes a witness statement and a reply to Ms Kingsnorth witness statement. References to the bundle will be prefixed by "A1.__".

   (iii) The Respondent has filed a Reply (17 pages). The Respondent seeks to rebut the Applicant's suggestion that he has been a good and conscientious landlord.

   (iv) The Applicant has filed a Response (5 pages).

3. In his Grounds of Appeal, the Applicant asks the Tribunal to set aside the Financial Penalty. He strongly contests the foundation of the penalty which he believes is unjustified and has misrepresented claims. He contends that his Tenant was grateful and appreciative of the condition and maintenance of the property. The allegations leading to the Financial Penalty are inaccurate and fail to reflect the true condition of the Property. The Applicant always urgently attended to any complaints raised by the tenant. In a letter dated 16 June 2025 (at A1.43), the Applicant denies the allegation of excess cold. He contends that the loft has been well insulated at all material times. He disputes any suggestion that there was any damp or mould.

The Hearing

4. The Applicant appeared in person. The Respondent was represented by Mr Gabriel Neoptytou (Counsel). This was a rehearing of the Respondent's

decision to impose the Financial Penalty. We therefore required the Respondent to present their case first.

5. Mr Neoptytou provided a Skeleton Argument. He adduced evidence from Ms Kingsmore. We have no hesitation in accepting her evidence. She provided a number of photographs to corroborate her evidence. We reject the Applicant's evidence that the Respondent's conduct has been "inconsistent, aggressive and procedurally flawed" (see A1.12). Neither do we accept that there were repeated unannounced visits and altered documents. The Applicant suggested that the Tenant had only involved the local authority in order to secure social housing. We are satisfied that the Tenant had justified concerns about her living conditions. Ms Kingsmore did accept that the Tenant had been able to access social housing under the Respondent's Allocation Scheme.

6. Mr Peterson-Ugowe also gave evidence. He manages some six properties. He is aged 69. On 9 September 2024, his wife died from cancer. The Applicant had been her carer. We did not find the Applicant to be a satisfactory witness. On 17 June 2024 (at R1.183), he had instructed the Tenant not to afford the Respondent access to the Property. On three occasions (11 March 2024 at R1.135; 5 April 2024 at R1.157; and 10 September 2024 at R1.188), Ms Kingsmore notified the Applicant that she would be attending the Property to carry out inspections. The Applicant denied that he had received any of these communications. We do not accept this. The Applicant had no recognition of the role of the Respondent in enforcing housing standards. He suggested that Ms Kingsmore was not competent to express any expert evidence on the housing conditions and that the Respondent should rather have adduced evidence from an independent expert. We do not accept this.

7. The Tribunal is satisfied that the most significant problem in this case has been dampness which has affected the first floor bedrooms. This caused mould growth to the walls and the bedding. Water was dripping into the bedroom from the loft. The Respondent attributed this to inadequate insulation in the loft. When Ms Kingsmore eventually gained access to the loft on 12 September 2024, the loft was found to be covered with plastic sheeting. No insulation was visible. The plastic sheeting was trapping moisture and was covered in black mould There are photographs at R1.191-193. On 24 September 2024 (A1.194), Ms Kingsmore notified the Applicant of her findings. On 22 January 2025, Ms Kingsmore carried out a further inspection. The plastic sheeting was still in place. She lifted a section of the plastic sheeting. The underside was wet. There was a smell of damp. The mould in the bedrooms and the state of the plastic sheeting is illustrated in the photographs at R1.195-197. We reject the suggestion from the Applicant that the photographs had been "adapted".

The Law

<u>The Service of an Improvement Notice</u>

8. If a local housing authority ("LHA") is satisfied that a category 1 hazard exists in any residential premises, and that no management order is in force, it may serve an improvement notice in respect of that hazard (section 11(1) of the 2024 Act). Similar provision is made in respect of category 2 hazards (section 12(1))

9. The notice must specify, in relation to the hazard (or each of the hazards) to which it relates (a) whether the notice is served under section 11 or 12; (b) the nature of the hazard and the residential premises on which it exists; (c) the deficiency giving rise to the hazard; (d) the premises in relation to which remedial action is to be taken in respect of the hazard and the nature of that remedial action; (e) the date when the remedial action is to be started (see subsection (3)), and (f) the period within which the remedial action is to be completed or the periods within which each part of it is to be completed.

10. An improvement notice will require the person on whom it is served to carry out such remedial action in respect of a hazard "as is specified in the notice": (sections 11(2)/12(2). The remedial action must as a minimum ensure that the hazard in the premises ceases to be a category 1 hazard, although it may go further (section 11(5)). "Remedial action" is defined by section 11(8) as action which in the opinion of the LHA will remove or reduce hazard.

<u>Failure to comply with an Improvement Notice</u>

11. Section 30 of the Housing Act creates the 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.
>
> .....
>
> (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.

<u>The Imposition of a Financial Penalty</u>

12. Schedule 13A of the 2004 Act deals with the procedure for imposing Financial Penalties:

“1. Before imposing a financial penalty on a person under section 249A the local housing authority must give the person notice of the authority's proposal to do so (a “notice of intent”).

2. (1) The notice of intent must be given before the end of the period of 6 months beginning with the first day on which the authority has sufficient evidence of the conduct to which the financial penalty relates.

(2) But if the person is continuing to engage in the conduct on that day, and the conduct continues beyond the end of that day, the notice of intent may be given—

(a) at any time when the conduct is continuing, or

(b) within the period of 6 months beginning with the last day on which the conduct occurs.

(3) For the purposes of this paragraph a person's conduct includes a failure to act.

3. The notice of intent must set out—

(a) the amount of the proposed financial penalty,
(b) the reasons for proposing to impose the financial penalty, and
(c) information about the right to make representations under paragraph

4. (1) A person who is given a notice of intent may make written representations to the local housing authority about the proposal to impose a financial penalty.

(2) Any representations must be made within the period of 28 days beginning with the day after that on which the notice was given (“the period for representations”).

5. After the end of the period for representations the local housing authority must—

(a) decide whether to impose a financial penalty on the person, and
(b) if it decides to impose a financial penalty, decide the amount of the penalty.

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.

7. The final notice must require the penalty to be paid within the

period of 28 days beginning with the day after that on which the notice was given.

8. The final notice must set out—

(a) the amount of the financial penalty,
(b) the reasons for imposing the penalty,
(c) information about how to pay the penalty,
(d) the period for payment of the penalty,
(e) information about rights of appeal, and
(f) the consequences of failure to comply with the notice."

13. Paragraph 10 provides for a right of appeal to this tribunal:

"(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."

14. In *Hussain (Nasim) v Waltham Forest LBC* [2023] EWCA Civ 733; [2024] KB 154, the Court of Appeal gave importance guidance on the scope of any appeal. The task for this tribunal is to determine whether the decision under appeal had been wrong when it had been taken. In this context, "wrong" meant that the tribunal disagreed with the decision under appeal despite having accorded it the deference or special weight appropriate to a decision involving the exercise of judgment by the body tasked by Parliament with the primary responsibility for making licensing decisions. In reaching its decision, the tribunal could have regard to matters of which the Local Housing Authority ("LHA") had been unaware, including matters arising after the LHA's decision, provided those matters were relevant to the

assessment of whether that decision had been right or wrong at the time it was taken (see Andrew LJ at [63]).

<u>The Statutory Guidance</u>

15. Paragraph 12 of Schedule 13A of the 2004 Act requires a LHA to have regard to any guidance given by the Secretary of State about the exercise of its functions under section 249A.

16. LHAs are expected to develop and document their own policy on when to prosecute and when to issue Financial Penalties and should decide which option they wish to pursue on a case-by-case basis in line with that policy. The Tribunal highlights the following passages from the Guidance:

(i) The maximum penalty is £30,000. The amount of the penalty is to be determined by the LHA in each case, having regard to the Guidance ([1.11]);

(iii) LHAs are expected to develop and document their own policies about when to prosecute, when to penalise and how to determine the appropriate level of a penalty ([3.3]);

17. Section 3.5 suggests that LHAs should consider the following factors to help ensure that the civil penalty is set at an appropriate level:

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

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

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

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

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

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

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

The Respondent's Policy

18. The Respondent's policy is at R1.65-82. This mirrors the statutory guidance. The policy in respect of an offence of failing to comply with an improvement Notice is set out at R1.67-68. The Respondent considers the offence as a serious one. The starting point is a Financial Penalty of £22,500. This is reduced to £17,500 if the landlord manages only one or two dwellings, subject to any other aggravating factors. A number of aggravating factors are then specified. Aggravating features may result in an increase in the penalty by up to £5,000 and mitigating factors reduce it by up to £5,000. In exceptional circumstances, the adjustment may be greater than this. Any penalty will be discounted if the landlord remedies the identified breach between the service of the Notice of Intention and the imposition of the Final Notice. A 20% discount is also applied for prompt payment.

The Background

19. In 2007, the Applicant's wife acquired the freehold interest in the Property at 352 Wood Lane. The Applicant stated that loft insulation had been installed in 2014. Ms Kingsnorth saw no evidence of this when she inspected the loft. On 5 December 2016 (R1.34) the freehold interest was transferred to the Applicant. The Property had central heating.

20. On 30 December 2021, the Applicant granted a tenancy to Ms Halimah Tibasimi, the Tenant. She occupied the Property with her three children. On 13 November 2023, the tenant complained to the Respondent of the mould growth at the Property which was having a detrimental effect upon her daughter's health. She provided a video (see R1.99).

21. The case was initially allocated to Mr Gurpreet Singh, a Private Sector Enforcement officer. On 5 December 2023, he carried out an inspection which confirmed the complaints of damp and mould. His photographs are at R1.107-109. On 11 December 2023 (R1.110), he carried out a HHSRS

assessment. He identified: (i) a Category 1, Band A hazard in respect of excess cold and (ii) A Category 2, Band E category E assessment in respect of damp and mould. The deficiency leading to the Category 1 Hazard was inadequate insulation in the loft. The deficiency giving rise to the Category Hazard was penetrating dampness to the first floor front bedroom and inadequate roof insulation. On 19 December 2023 (R1.111-119), the Respondent served an Improvement Notice.

22. In January 2024, the case was transferred to Ms Kingsnorth. On 22 March 2024, she carried out her first inspection. On 11 March (R1.135), she had notified the Applicant of her visit. The inspection identified condensation, blown windows in two bedrooms and the kitchen, blocked guttering, a defective vent, damp and mould. The Tenant complained that the conditions were getting worse. Ms Kingsnorth took a number of photographs (at R1.139-140). On 27 March, she spoke to the Applicant and invited him to attend a further inspection on 28 March. He did not attend this inspection. The Tenant supplied further videos and photographs of the mould and damp (see R1.143-147). One photograph (R1.147) showed mould on one of a child's bed. On 3 April, Ms Kingsnorth spoke with the Applicant and informed him that the Category 1 Hazards remained. He accused her of threatening him. When she stated that she wished to discuss a way forward, he hung up. On 5 April (R1.149-156), Ms Kingsnorth notified the Applicant that she was revoking the original Improvement Notice in the light of the additional defects that she had identified.

23. On 5 April 2024 (R1.157), Ms Kingsnorth notified the Applicant that she would be carrying out a further inspection on 18 April. On 18 April, she telephoned the Applicant who stated that he had not received her email. The Tribunal is satisfied that he did. Her inspection confirmed that the problems of damp and mould persisted. This is again illustrated in a number of photographs (R1.159-161).

24. Ms Kingsnorth's initial approach was to deal with the matter informally. On 22 April (R1.162), she sent the Applicant an email inviting the Applicant to carry out a number of works within 21 days. The Applicant did not carry out these works. However, he did install 6 inch insulation on the whole of the front of the Property at a cost of some £6,000.

25. On 24 May (R1.163), Ms Kingsnorth notified the Applicant that she would be carrying out a further inspection to check whether the hazards had been abated. She had not received any correspondence from the Applicant as to the works that he had executed. On 30 May, she carried out this further inspection. The Applicant had painted over the damp and mould in the bedrooms, but it was returning. The blown windows had not been replaced. The gutter was still full of weeds. She took a number of photographs (at R1.164-165). She was told that the Applicant had not gone up to the loft. Ms Kingsnorth was unable to gain access to the loft.

26. On 6 June 2024, Ms Kingsnorth completed a HHSRS Assessment (R1.166-167). She scored the excess cold as a Category 1 Hazard and the damp and mould as a Category 2 Hazard.

27. On 13 June 2024 (R1.168-178), the Respondent served a second Improvement Notice. The Excess Cold was assessed as a Category 1, Band A Hazard in the kitchen and bedrooms. The identified deficiencies were blown windows in the kitchen and two bedrooms; the bedroom wall vent; and inadequate loft insulation. The Damp and Mould were assessed as a Category 2, Band D defect affecting the first floor bedrooms and the bathroom. The identified deficiencies were damp and mould to the ceilings, rear guttering blocked with weeds; inadequate loft insulation causing cold spots and heat loss; and blown windows in the kitchen and two bedrooms. The required works which were to be completed by 12 August 2014, are set out at R1.175.

28. The Applicant did not appeal against the Improvement Notice. On 21 June (R1.183), he sent a text to the Tenant instructing her not to allow access to council workers. On 21 June, the Applicant telephoned Ms Kingsnorth and complained that he had been threatened and bullied. There was reference to his wife's illness. Ms Kingsnorth offered an extension for completion of the works. The Applicant replied that he would carry out any works when he was ready.

29. On 12 July 2024, the Respondent received a letter dated 28 June from the Applicant. A full copy of this letter is at A1.30-31. This purports to be an appeal against the Improvement Notice. However, the letter refers to a Notice served on his wife, Antonia Macgregor. Ms Kingsnorth confirmed that no notice had been served on Ms Macgregor. On 15 July (R1.187), Ms Kingsnorth advised the Applicant that any appeal must be made to this Tribunal. On 9 August, Ms Macgregor died from cancer. The Tribunal accepts that the Applicant was under considerable stress at this time.

30. On 12 August 2024, the deadline for complying with the Notice expired. On 10 September (R1.188-189), Ms Kingsnorth advised the Applicant that she would be inspecting the Property on 12 September. It is apparent that she was unaware of the Applicant's bereavement. The inspection confirmed that some works had been done. The vent in the bedroom had been changed. The guttering had been cleaned. The walls had been painted in the bedrooms. The blown windows had not been replaced. For the first time, Ms Kingsnorth was able to gain access to the loft. There was a severe smell of damp and mould. She saw no evidence of any insulation. However, there was extensive plastic sheeting which was wet and covered in mould. There are photographs at R1.191-193. The Tribunal is satisfied that the condensation on this sheeting has been the major cause of the water penetration and consequent mould growth in the bedrooms.

31. On 24 September 2024 (R1.194), Ms Kingsnorth emailed the Applicant with her findings. She identified the plastic sheeting in the loft as the main cause of the damp and mould. She noted that the glass in the blown windows had not been replaced. She stated that the Respondent would need to execute the works if the Applicant either failed to contact her or remove the hazards within 14 days.

32. On 25 November 2024, the Tenant informed Ms Kingsnorth that the Applicant had been in the loft. However, she was unaware of what work had been done. She agreed to allow a few weeks to see if there was any improvement. On 14 January 2025, the Tenant reported that black water was still running own the walls. Ms Kingsnorth agreed to reinspect on 22 January.

33. On 22 January 2025, Ms Kingsnorth confirmed that no further works had been executed. She gained access to the loft. The plastic sheeting was still in place and there was a strong smell of damp. There was no evidence of any insulation. She took a number of photographs (at R1.195-197). Mould was reemerging on the bedroom ceilings. The blown windows had not been replaced.

The Financial Penalty

34. On 23 January 2025 (R1.202-232), the Respondent served the Notice of Intent on the Applicant proposing to impose a Financial Penalty of £12,7000. The relevant offence was failing to comply with the Improvement Notice. A Schedule provided details of the alleged offence. A copy of the Respondent's policy was provided. The starting point for failing to comply with an Improvement Notice was a Financial Penalty of £22,500. This was reduced to £17,500 as the Applicant managed only one or two dwellings. subject to any other aggravating factors. Two modest additions of £100 were added for aggravating factors, namely (i) deliberate intent based on the multiple opportunities given to the landlord to carry out the works informally; and (ii) the extended period of offending - the woks should have been completed by 12 August 2024, however significant works were still outstanding when the Notice was served. However, a significant reduction of £5,000 was made having regard to the ill health and death of the Applicant's wife on 9 August 2024. The Applicant was invited to make written representations in response to the proposed penalty with 28 days.

35. The Applicant did not make any written representations in response to the Notice of Intent. On 12 February, Ms Kingsnorth telephoned the Applicant to discuss the outstanding works and the Notice of Intention. He advised him to complete the outstanding works and respond to the Notice. Ms Kingsnorth states that the Applicant was rude and accused her of threatening him. He then hung up. On 20 February, the Tenant informed her that the Applicant had again painted the walls. However, no works had been executed in the loft and the windows had not been replaced. On 20 February, Ms Kingsnorth telephoned the Applicant, but he did not want to talk. On 7 April, the Tenant informed Ms Kingsnorth that the Applicant had been in the loft on three occasions, but she was not sure what works had been done. It seems that the Applicant and his son removed a quantity of rubbish from the loft (see A1.23). On 10 April, Ms Kingsnorth carried out a further inspection. The plastic sheeting in the loft had been removed, but there was no sign of any insulation. The blown glass in the two windows had not been replaced.

36. On 27 May 2025 (R1.36-56), the Respondent served the Final Notice to impose a Financial Penalty of £12,700. This repeated the particulars which had been provided in the Notice of Intent. Reference was made to the inspection which had been made in April. The Applicant was notified that the Penalty would be reduced to £10,160 if paid within 28 days.

37. On 16 June 2025 (at A1.43-44), the Applicant sent a letter to the Respondent appealing against the Financial Penalty. On 30 June, Ms Kingsnorth advised the Applicant that any appeal must be made to this tribunal.

38. On 10 March 2025, the Tenant gave the Applicant one months' notice of her intention to vacate the Property. On 29 May, she left and has now secured social housing under the Respondent's Allocation Scheme. On 22 January 2026, an inspection confirmed that the loft had been insulated and the plastic removed. On 2 February, the Applicant provided photographs confirming that the two blow windows had been replaced. On 6 February, the Respondent revoked the Notice following compliance.

<u>The Tribunal's Decision</u>

39. The Tribunal is satisfied beyond reasonable doubt that the Applicant failed to comply with the terms of the Improvement Notice. The required works are specified at R1.175. The works should have been completed by 12 August 2024. The Applicant did not appeal against the Improvement Notice.

40. We are satisfied that the most significant defect was the state of the loft. There was no loft insulation. Rather, there was extensive plastic sheeting. This caused condensation and mould growth in the loft and in the rooms below. The Applicant was required to allow a competent builder to examine the loft area and provide loft insulation between 270mm to 300mm. On 22 January 2025, the plastic sheeting was still in place. An inspection on 10 April 2025 confirmed that the plastic sheeting had been removed. However, there was no insulation. On 22 January 2026, an inspection confirmed that the insulation had been installed. The Applicant contends that there has been thick insulation in place at all material times and that a minor plastic sheet was removed. We prefer the evidence of Ms Kingsnorth. She saw no evidence of insulation. The plastic sheeting was causing significant condensation leading to the damp and mould growth in the upstairs rooms.

41. The glass in a window in the kitchen and in two bedrooms blown. The Applicant was required to replace them. They were not replaced until February 2026. We accept that the property had central heating. However, these windows were defective and should have been replaced.

42. The Applicant was required to fit a louvre cover to the airbrick in the back bedroom and to clear the weeds and gutters from the rear gutters. The inspection on 12 September 2024 confirmed that these works had been done.

43. The final requirement was to carry out an anti-fungi wash to all damp and mould effected areas and redecorate using an anti-mould paint. This work

could only be effective when the causes of the dampness were addressed. These works were only executed after the Tenant had vacated the Property.

44. The Tribunal must then consider the size of the Financial Penalty of £12,700 having due regard to the policy adopted by the Respondent. We are satisfied that the Respondent is entitled to consider the failure to comply with an Improvement Notice to be a serious offence. Their starting point is £22,500. We make the following observations:

> (i) The Respondent made a reduction of £5,000 on the ground that the Applicant was only managing one or two properties. The Applicant informed the Tribunal that manages some six properties. The Respondent has therefore shown some leniency.
>
> (ii) The Respondent has identified two aggravating factors namely (i) deliberate intent based on the multiple opportunities given to the landlord to carry out the works informally; and (ii) the extended period of offending. Modest additions of £100 have been imposed for each of these factors. No criticism can be made of these.
>
> (iii) Finally, the Respondent made a significant reduction of £5,000 having regard to the ill health and death of the Applicant's wife on 9 August 2024.

45. In his letter dated 16 June 2025 (at A1.44), the Applicant submits:

> "Moreover, I urge the Tribunal to consider the unfortunate timing of this enforcement action. At the time these allegations were made, my wife, Anthonia Macgregor, was battling a terminal illness of which the originator of this enforcement was knowledgeable, and she has since passed away. The distress caused by this notice during such a difficult period has placed an undue emotional burden on our family. I request that this factor be taken into account in the assessment of my appeal."

46. The Tribunal is satisfied that this is a significant mitigating factor. It does not amount to a reasonable excuse for failing to comply with the Improvement Notice. We are satisfied that the Respondent has taken this into account in reducing the Financial Penalty by £5,000 and that this was an appropriate figure.

47. We reject the Applicant's criticisms of the manner in which Ms Kingsnorth has handled this matter. She initially sought to resolve the matter informally. She was willing to give the Applicant more time to execute the works, given his bereavement.

48. In their Reply, the Respondent seeks to rebut the Applicant's suggestion that he has been a good and conscientious landlord. The Applicant has filed a Response to this. Ms Kingsnorth did not take these factors into account in assessing the Financial Penalty. We adopt a similar course. On 6 January

2026, the parties met to seek to narrow the issues in dispute. Again, this is not relevant to the matters which we are required to determine.

Tribunal Fees

49. The Applicant's appeal has failed. We are satisfied that the Applicant failed to comply with the Improvement Notice and that the Financial Penalty is proportionate. We therefore make no order for the refund of the tribunal fees which he has paid.

Judge Robert Latham
1 July 2026

RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.