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

Case reference	**:**	**CAM/42UK/HUA/2025/0004**
Property	**:**	**The Larches, 159A Thetford Road, Brandon, IP27 0DE**
Applicants	**:**	**Forthbrook Limited**
Representative	**:**	**Ms K Hayklan, Company Director**
Respondent	**:**	**West Suffolk Council**
Representative	**:**	**Mr David Smithet, Solicitor**
Type of application	**:**	**Appeal under reg.12 and sch.2 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020**
Tribunal members	**:**	**Judge Katie Neave** **Mr Roland Thomas MRICS** **Mr D Tolley**
Venue	**:**	**Remote hearing by CVP**
Date of decision	**:**	**9 July 2026**

DECISION

Decisions of the tribunal

(1) The tribunal confirms the financial penalty issued by the Respondent on 21 November 2025 of £7500.00.

The application

1. By an application dated 14 December 2025, the Appellant appeals, under regulation 12 and schedule 2 of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 ("the Regulations"), a financial penalty issued by the Respondent on 21 November 2025 of £7500.00 relating to the residential dwelling at The Larches, 159A Thetford Road, Brandon, Suffolk, IP27 0DF.

The background

2. The subject property at The Larches, 159A Thetford Road, Brandon, Suffolk, IP27 0DF is a four-bedroom detached bungalow. The Appellant is the registered freehold owner of the property under title number SK291208. Neither party requested an inspection of the property and the tribunal did not consider that an inspection was necessary. Nor would it have been proportionate to the issues in dispute.

3. The background to this dispute is set out in the 103-page bundle prepared by the Appellant and the 446-page bundle prepared by the Respondent. We have considered the documents in these bundles carefully.

4. On 21 November 2025, the Respondent local authority issued a financial penalty in the sum of £7500 in respect of what it says was the Appellant's breach of duty under regulation 3 of the Regulations, namely the duty under regulation 3(4) to ensure that further investigative or remedial work is carried out by a qualified person within 28 days of a report identifying that the Appellant was or was potentially in breach of the duty under regulation 3(1)(a), and the report required the Appellant to undertake further investigative or remedial work.

5. The Respondent's case is that on 23 May 2025, an Electrical Installation Condition Report ("the EICR") identified C1 and C2 hazards at the property. The Respondent asserts that these hazards were not investigated or remedied in the period required under the Regulations. The Appellant asserts that it has not breached the Regulations or alternatively that the financial penalty should be reduced.

The hearing

6. At the hearing, which took place on 23 June 2026 by video conference, the Appellant was represented by Ms Hayklan, company director, and the Respondent was represented by Mr Smithet, a solicitor. We heard oral evidence on behalf of the Respondent from Mr Paul Speakman, a Technical Officer employed by the Respondent, and from Mr Matthew Bullock, Team Leader (Private Sector Housing), also employed by the Respondent. They confirmed the content of their witness statements dated 9 April 2026 and 24 March 2026 respectively. They were cross-examined by Ms Hayklan.

7. We also heard oral evidence from Ms Hayklan, who confirmed the content of her witness statement dated 6 May 2026, and from Ms Paula Drew of Lookatme1st.com (the Appellant's letting agent), who confirmed the content of her statement dated 1 May 2026. Both were cross-examined by Mr Smithet. We also considered the witness statements of Stuart White dated 10 December 2025 and of Tenique Aimey dated 19 December 2025, though neither attended the hearing to adopt their statements nor to be cross-examined.

8. After the conclusion of the evidence, both parties made submissions. We reserved our decision.

<u>The issues</u>

9. The parties agreed at the outset of the hearing that the following issues were in dispute:

   (i) whether the Appellant was in breach of duty under regulation 3(4) of the Regulations as asserted by the Respondent.

   (ii) whether the financial penalty imposed by the Respondent should be confirmed, quashed or varied.

10. Having heard the evidence and submissions and having considered the documents provided, we make the following determinations.

<u>Legal framework</u>

11. The following are the material parts of the Regulations:

12. By regulation 3(1)(b), "*a landlord who grants or intends to grant a specified tenancy must … ensure every electrical installation in the residential premises is inspected and tested at regular intervals by a qualified person*".

13. By regulation 3(3) "*following the inspection and testing required under sub-paragraphs (1)(b) … a landlord must … (a) obtain a report from the*

person conducting that inspection and test, which (i) gives the results of the inspection …"

14. By regulation 3(4) "*where a report under sub-paragraph (3)(a) indicates that a landlord is or is potentially in breach of the duty under sub-paragraph (1)(a) and the report requires the landlord to undertake further investigative or remedial work, the 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".

15. Regulation 3(5) requires the landlord to obtain written confirmation from a qualified person that the remedial work has been carried out and that the electrical safety standards are met.

16. Regulation 11 provides the local authority with power, where it is satisfied beyond reasonable doubt that a landlord has breached a duty under regulation 3, to impose a financial penalty in respect of the breach.

17. By paragraph 5 of schedule 2, a landlord on whom a final notice of a financial penalty is served may appeal to the tribunal against the decision to impose the penalty or the amount of the penalty. The tribunal may confirm, quash or vary the final notice. The hearing is to be a re-hearing of the local authority's decision but may be determined having regard to matters of which the local authority was unaware when it decided to impose a financial penalty.

Findings of fact

18. It is for the Respondent to prove that the Appellant was in breach of Regulation 3(4) as it alleges. The standard of proof is beyond reasonable doubt.

19. Much of the factual background in these proceedings was not in dispute. The following facts were either accepted by both parties or were not challenged in cross-examination. We make the following findings of fact having considered the evidence of the witnesses referred to above.

20. The Larches was at all material times occupied by the Appellant's tenant and her four children.

21. There is no dispute, and we find, that the Appellant also owns another residential property in the area, namely 3 Churchill Close, IP25 6BB. Ms

Hayklan is a director of another property-owning company, Regan Estates Limited. Regan Estates owns three residential properties. Ms Hayklan told us during the hearing that the Appellant owns all the shares in Regan Estates.

22. On 24 February 2025, Mr Speakman received a complaint from the tenant about the condition of The Larches. The tenant asserted that there was damp and mould present in the property. Mr Speakman inspected the property on 11 March 2025.

23. We accept Mr Speakman's unchallenged evidence that, when he visited the property on 11 March 2025, the tenant told him that the property was managed by a property management company named Lookatme1st.com.

24. On 25 March 2025, Mr Speakman sent a letter and an email to Lookatme1st.com stating that he had been informed by the tenant that there was no current Electrical Installation Condition Report for the property. He asked for this report to be obtained within 7 days. He also mentioned other hazards that he had identified at the property during his inspection.

25. On the same day, Mr Speakman sent a letter to the Appellant stating that he had been informed that there was no valid Electrical Installation Condition Report for the property and that the Appellant should contact him directly to discuss the matter (and should also make arrangements for a report to be obtained within 7 days of the letter). This letter was sent to the Appellant at Belmont Grange, Scole, Norfolk, IP21 4HG. Ms Hayklan complained that the Appellant no longer operated from this address and that Mr Speakman should have written to the company at its registered office address. However, it is the Appellant’s responsibility to keep its address at HM Land Registry up to date. Mr Speakman cannot in our judgment be criticised for sending correspondence to the Appellant at the address given for the company on its registered title. In any event, Ms Hayklan confirmed in her oral evidence that she was aware at this time that the Respondent had requested an Electrical Installation Condition Report for the property from Lookatme1st.com. Ms Drew also confirmed in her oral evidence that she had told Ms Hayklan about the paperwork that she had received from the Respondent.

26. On 15 April 2025, Ms Drew of Lookatme1st.com responded to Mr Speakman and said “*I will check for the points you have advised and will look at the issues in getting a resolution to these matters in a timely manner*”. On 24 April 2025, she emailed Mr Speakman again, stating that she would let him know the date for the electrical inspection, once this was confirmed. She did not suggest to Mr Speakman that she was not responsible for dealing with these matters on the Appellant’s behalf and nor did she suggest that he should contact the Appellant directly about the property. To the contrary, her emails to Mr Speakman in our

judgment strongly suggested that she had authority to deal with the matters raised by him on the Appellant's behalf.

27. In fact, Ms Drew did not inform Mr Speakman of the date for the electrical inspection as she said she would. On 7 June 2025, Mr Speakman learned from the occupier of the property that an Electrical Installation Condition Report had been obtained following an inspection. He asked Lookatme1st.com for a copy of the EICR by email on 9 June 2025 and again on 20 June 2025 and 27 June 2025. His final email, and a telephone call made on the same day, were productive and Lookatme1st.com sent him a copy of the EICR on 27 June 2025.

28. The EICR revealed that the inspection and testing were carried out on 23 May 2025. The client identified in the report was Lookatme1st.com. The inspecting contractor was White Sparks Electrical Limited. The EICR identified 7 C1 hazards and 14 C2 hazards present at the property. A C1 hazard means that there is a risk of injury and that immediate remedial action is required. A C2 hazard identifies something that is potentially dangerous, and urgent remedial action is required.

29. The EICR did not specify a period of less than 28 days to carry out further investigative or remedial work. Accordingly, the Appellant was required to ensure that the further investigative or remedial work was carried out by 20 June 2025.

30. Ms Drew accepted, and we find, that she received the EICR from the contractor who carried out the inspection around 5 days after the inspection (that is to say, on 28 May 2025).

31. Notwithstanding Ms Hayklan's oral evidence that she could not remember when she received the EICR, it is clear from the Appellant's statement of case, and we find, that the Appellant was aware of the content of the EICR shortly after the inspection took place, as the Appellant states that "*the contractor also confirmed that temporary safety measures were undertaken during the attendance to reduce immediate risks … based on the information provided at the time, the Appellant believed immediate risks had been temporarily addressed whilst full remedial works were arranged*". Ms Hayklan said much the same in her witness statement.

32. Mr Bullock's unchallenged evidence, which is supported by the documentary evidence in the Respondent's bundle and which we accept, was that on 27 June 2025 he emailed Ms Drew and informed her of the Respondent's intention to carry out emergency remedial action in respect of the electrical installations at the property, but he received no response from her.

33. On 4 July 2025, the Respondent served the Appellant an Urgent Remedial Action Notice and a Remedial Action Notice by first class post. The notice was sent to the two addresses noted on the Appellant's title for the property (namely, Belmont Grange, Bungay Road, Scole, Diss, Norfolk, IP21 4HG and Leathes Prior Solicitors, 74 The Close, Norwich, Norfolk, NR1 4DR) as well as the company's registered office at Lakeview House, 4 Lakeview Office Park, Woodbrook Crescent, Billericay, Essex, CM12 0EQ. The notices were also sent to Lookatme1st.com by email and to the subject property, addressed to the Appellant.

34. Ms Hayklan replied to this correspondence directly on 9 July 2025 and confirmed that the Respondent should now deal with her rather than Lookatme1st.com. In her email, Ms Hayklan referred to her understanding that the "necessary works were already in hand" and would be completed by 4 August 2025.

35. Although both parties initially agreed that the electrical engineer from Lark Technology who attended the property with Mr Bullock on 1 July 2025 (referred to in more detail below) should complete the outstanding work to remediate the deficiencies identified in the EICR, it turned out that he was unavailable to complete the remaining works timeously.

36. Between 8 - 10 September 2025, White Sparks Electrical Limited completed the outstanding works required to remedy the C1 and C2 hazards at the property on the Appellant's instructions. On 10 September 2025, White Sparks Electrical Limited issued a satisfactory EICR for the property, with two C3 observations only.

37. On 16 October 2025, the Respondent served notice on the Appellant of its intention to impose a financial penalty of £10,000. Though some of the notices were addressed to Ms Hayklan personally, Mr Bullock confirmed during his oral evidence that it was never the Respondent's intention to impose a penalty on anyone other than the Appellant. The notices were served by first class post on the Appellant at the addresses noted on the HM Land Registry title for the property, at the company's registered office address, and at Lookatme1st.com's offices. There is no dispute, and we find, that a valid notice of intention was properly served on the Appellant.

38. On 13 November 2025, the Appellant made written representations about the Respondent's decision to impose a financial penalty.

39. On 21 November 2025, the Respondent issued a final notice of its decision to impose a financial penalty on the Appellant in the total amount of £7500.00. The reason for imposing the penalty was the Appellant's failure to ensure that required further investigative or remedial work was carried out within 28 days of the EICR dated 23 May 2025. Again, there is no dispute that this final notice was valid and properly served on the Appellant and we find that it was.

40. In so far as is relevant to the issues in dispute between the parties, we make the following findings of fact about the evidence that was not agreed.

41. We found both Mr Speakman and Mr Bullock to be helpful and credible witnesses. Their evidence was given in a clear and straightforward manner, and it was clear to us that they had detailed knowledge of this property and the circumstances that gave rise to the imposition of the financial penalty in this case.

42. We accept Mr Speakman's clear and straightforward evidence, which was supported by his contemporaneous note of the conversation, that he spoke with someone at Lookatme1st.com on the telephone on 14 March 2025 who told him that Lookatme1st.com acted on behalf of the Appellant and that Lookatme1st.com was an appropriate point of contact for the Respondent to communicate with the Appellant. Ms Drew could not remember the conversation, but she agreed that she never told Mr Speakman that he was communicating with the wrong person.

43. Ms Drew was not able to explain why she had not sent the EICR to Mr Speakman after she received it, notwithstanding his repeated requests that she do so. We find that there was no good reason for her failure to send the EICR to Mr Speakman.

44. We accept Mr Bullock's clear and straightforward evidence that he spoke with Ms Drew on 27 June 2025 by telephone and that she informed him that she could not at that time carry out any remedial works to the electrical system at the property because the Appellant had not put her in funds to do so. His evidence on this point was supported by his detailed contemporaneous note of the call and was also consistent with the lack of any response by Ms Drew to Mr Bullock's further email of 27 June 2025 regarding emergency remedial action.

45. We accept Mr Bullock's clear and straightforward evidence, which is supported by the email from Lark Technology of the same date, that on 1 July 2025 he attended the property with a qualified electrical engineer. The engineer advised Mr Bullock that there remained C1 and C2 hazards at the property. The engineer carried out some temporary remediation works to deal with the C1 issues, including fitting a trunking lid to the socket in the porch and isolating cables which were exposed to the elements. He was unable to remediate any of the C2 issues on that occasion as this would have required four or five days' work. In light of these findings, it is unnecessary for us to decide whether Lark's electrician fitted a bulkhead in the bathroom ceiling nor whether he fitted a bathroom light, isolated the shower circuit or filled in a hole in the consumer unit. It is not disputed that the engineer fitted the trunking lid and isolated the exposed cables, we find that he did so, and we accept Mr Bullock's evidence that this work was carried out on the engineer's

advice that the work was necessary in order to address the C1 hazards that he found on that occasion.

46. For completeness, we record that we do not accept that Mr Bullock's evidence on this point is undermined by the lack of photographs of the work or a method statement. We accept, as Mr Bullock said, that the engineer instructed by the Respondent is suitably qualified and that the engineer explained to him why the work was required. Mr Bullock instructed the engineer to carry out immediate temporary works to make the property safe in the short term. He was anxious to do so as children were living at the property.

47. We reject the Appellant's assertion, made in its statement of case and in Ms Hayklan's witness statement, that substantial steps had been taken to investigate and remedy the issues identified in the EICR before the Respondent took its own urgent action. Ms Hayklan's witness statement did not give any specific details of the nature of these steps. Ms Drew's written evidence was (and we find) that it was not until 19 June 2025 (i.e. the day before the remedial works identified in the EICR needed to be completed) that quotations for the work were obtained. It was not until 20 June 2025 that the Appellant confirmed its approval for the works to proceed. Even then, the Appellant knew that its preferred contractor could not complete the works until the end of August. In her email of 19 June 2025, Ms Drew offered the Appellant the services of a more expensive contractor who could start work earlier, but it appears that the Appellant did not proceed with this option.

48. Though we accept that Stuart White of White Sparks Electrical Limited carried out some temporary work on 23 May 2025 (namely switching off the MCB to the shower circuit, removing a live conductor on a light switch, and sealing the exposed busbar in the consumer unit), plainly a substantial amount of further work was required, as C1 and C2 hazards existed on 1 July 2025 when Lark Technology's engineer attended the property, and on the Appellant's own case the C2 hazards were not dealt with until White Sparks Electrical Limited completed works at the property between 8 – 10 September 2025. The steps taken by the Appellant to deal with the electrical safety issues at the property before 20 June 2025 (and indeed in the weeks that followed) were in our judgment hardly substantial. Multiple C2 hazards remained unaddressed. As set out above, where a C2 hazard is identified, <u>urgent</u> remedial work is required.

49. We also reject the assertion that the actions of Lark Technology or the Respondent delayed the completion of the works. On 1 July 2025, White Sparks Electrical Limited emailed Ms Drew to say that he had heard that another contractor had been instructed to do the works at the property by the Respondent. He asked whether it was correct that "*the council has overridden the work and ordered another company*". There is no suggestion that the Appellant or Lookatme1st.com responded to this

email to confirm to White Sparks Electrical Limited that it remained instructed, and we find that neither did so. In any event, White Sparks Electrical Limited completed the works between 8 – 10 September 2025. Given that White Sparks Electrical Limited only ever had capacity to complete the works at the end of August 2025, which was long after the works should have been completed, there was in our judgment no material delay.

Was the Appellant in breach of duty under regulation 3(4)?

50. We are satisfied beyond reasonable doubt, taking into account our factual findings set out above, that the Appellant was in breach of duty under regulation 3(4).

51. The EICR dated 23 May 2025 clearly did indicate that the Appellant was potentially in breach of the duty to ensure that the electrical safety standards were met when the property was occupied by a tenant. It also required the Appellant to undertake remedial work as it stated: "we recommend that any observations classified as '*Danger present' (code C1) or 'Potential dangerous' (code C2) are acted upon as a matter of urgency*". There were multiple C1 and C2 observations raised in the report, which meant, and the report stated, that immediate or urgent remedial action was required.

52. Accordingly, on 23 May 2025, the Appellant's duties under regulation 3(4) of the Regulations were triggered.

53. The next question is whether any steps taken by the Appellant after receipt of the report were sufficient to discharge the duty within the 28-day period set down by the Regulations. Plainly they were not. The Appellant did not take adequate steps to carry out the remedial work required by 20 June 2025. All that was done in this period was i) the immediate work undertaken by White Sparks Electrical Limited on 23 May 2025 to temporarily address some of the C1 hazards; and ii) the obtaining and approval of quotes for the work, and even that was done at the last minute. The issues identified in the EICR were not finally remediated until 8 – 10 September 2025.

Should the Respondent have imposed a penalty?

54. By regulation 11 of the Regulations, the Respondent was entitled to impose a penalty in respect of what we have found to be the Appellant's breach of regulation 3(4).

55. Though the Respondent asserts in its statement of case that Lookatme1st.com was instructed to act as the day-to-day managing agent and was not authorised to accept service of statutory notices or enforcement documentation, in this case all of the relevant notices and

enforcement documents (that is to say, the remedial action notices, the notice of intention and the notice of the final penalty) were served on the Appellant at its registered office address. It was in our judgment perfectly reasonable for the Respondent to communicate with Lookatme1st.com about obtaining a copy of the EICR and about its plans to carry out urgent remedial works, given that it had been told expressly that Lookatme1st.com was an appropriate point of contact for the Respondent and was managing the property.

56. Neither do we accept that, in sending documents to the address for service for the Appellant noted in the property's registered title, and to Lookatme1st.com, the Respondent caused confusion and that this affected how the matter was handled by the Appellant. The Respondent acted properly and reasonably in serving documents at known addresses for the Appellant. It was the Appellant's responsibility to keep its address at HM Land Registry up to date. Moreover, on the facts as we have found them to be, the Appellant knew of the content of the EICR report shortly after it was completed on 23 May 2025. The Appellant was under a duty to ensure that the further investigative or remedial work was carried out by a qualified person by 20 June 2025. It failed to do so, and in our judgment nothing about the way that the Respondent communicated with the Appellant or with Lookatme1st.com contributed to that failure.

57. In circumstances where there were serious electrical safety issues at the property giving rise to C1 and C2 hazards and these hazards were not remediated within 28 days of the EICR, and nor were adequate steps taken within that time to remediate the hazards, we are satisfied that the Respondent reasonably exercised its powers to impose a financial penalty on the Appellant and that it properly served notice of its intention to do so, and notice of the penalty, upon the Appellant.

Should the financial penalty be varied?

58. We bear in mind the decision in Waltham Forest LBC v Marshall [2020] UKUT 35 (LC) and give weight to the decision under appeal.

59. The Respondent's civil penalties matrix is our starting point. The Respondent was required first to consider the seriousness of the breach. In this case, the Respondent assessed the breach as very serious, which is in line with its policy. In our judgment, it was correct to do so. Multiple electrical safety issues were identified in the EICR, some of which were dangerous. The property was occupied by four children. Though some rectification work was carried out by White Sparks Electrical Limited on the day that the EICR was completed, C1 hazards remained on 1 July 2025, requiring further steps to be taken by Lark Technology, and in any event, the long list of C2 issues was not addressed until September 2025, which was long after the 28-day period in which the Appellant was required to ensure that these issues, which required urgent attention, were resolved. The Appellant knew as early as 19 June 2025 that her

chosen contractor could not complete the works to resolve the C2 issues until the end of August 2025, and we have found that the Appellant did not take adequate steps to deal with the issues identified in the EICR before the expiry of the 28-day period. On any analysis, this was a very serious breach. The starting point for the penalty under the Respondent's policy was accordingly £17,500. This is the starting point that the Respondent adopted in this case, in our judgment correctly so.

60. The Respondent applied a reduction to the starting point to reflect that the Appellant owned, controlled or managed no more than two dwellings. This reduced the penalty to £12,500, which was again in accordance with its policy. It was not suggested that the Respondent should have applied any different reduction, and we find that the reduction from the starting point was appropriately made in this case – indeed, the Respondent pointed out that it applied the full reduction notwithstanding the very close connection between the Appellant, Ms Hayklan, and Regan Estates Limited (which owns three further properties).

61. The Respondent then considered the aggravating and mitigating circumstances, such as culpability, track record and harm. The Appellant's case is that the Respondent failed to properly consider its mitigation. It asserts that it had implemented temporary safety measures, had cooperated with the Respondent, instructed a contractor before the expiry of the 28-day period and eventually resolved all of the issues identified in the EICR and. It also asserts that there were access issues at the property.

62. The Respondent has, in our view generously, considered these factors and applied a significant discount to the penalty. The Respondent applied a reduction of £1500.00 in recognition of the steps that the Appellant took to rectify the issues identified in the EICR, notwithstanding that few steps were taken before the expiry of the 28-day period and that works that should have been completed at the end of June 2025 were not completed until the beginning of September. The Respondent has applied a further significant discount of £4500.00 to reflect the Appellant's cooperation and recognition of its guilt, notwithstanding that, on the facts as we have found them to be, there was no good reason for Ms Drew's failure to provide the EICR to Mr Speakman when he requested it, and notwithstanding the fact that the Appellant does not in fact accept its guilt, as is apparent from the position it has taken in this appeal.

63. The Respondent's policy states that, unless there are exceptional circumstances, it will not reduce the penalty by more than £5000 to take account of mitigating circumstances. In this case, the Respondent considered that there were no exceptional circumstances. In our judgment, it was correct to so find. Other than the bare assertion that there were "operational difficulties surrounding access" there was no

evidence that the Appellant had been prevented by the tenant from carrying out repairs to the electrical system in a more timely manner because of a lack of access to the property. Indeed, as set out above, the documentary evidence shows that it was not until 19 June 2025 that the Appellant had even obtained quotes for the work, and its chosen contractor could not complete the work until the end of August 2025.

64. Ms Hayklan referred at the hearing to her responsibilities in caring for her husband, who she said had advanced Alzheimer's disease, and also for two of her siblings, who she said were vulnerable adults. However, she did not suggest that these responsibilities hindered the Appellant in performing its duties under the Regulations and in any event, the Appellant is a limited company that has appointed a managing agent and would reasonably be expected to make arrangements to comply with its obligations if Ms Hayklan could not do this herself.

65. In our judgment, nothing on the facts as we have found them to be would amount to exceptional circumstances so as to justify a reduction for mitigation of more than £5000.00.

66. Though we have firmly in mind that the tribunal is entitled to depart from the Respondent's policy if there are circumstances in which it is appropriate to do so, there are no such circumstances in this case.

67. The Respondent properly considered and in our judgment gave proper, indeed generous, weight to the Appellant's mitigating circumstances.

68. For all these reasons, we confirm the financial penalty issued by the Respondent on 21 November 2025 of £7500.00.

Name: Judge K Neave **Date:** 9 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).