FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference(s)	:	**BIR/37UF/HNA/2026/0014**
Property	:	**23 Westfield Lane, Mansfield, Nottinghamshire, NG18 1TD**
Applicant	:	**WT Frow & Son Ltd**
Representative	:	**Mr Andrew Slack**
Respondent	:	**Mansfield District Council (Ref: PJO/0162)**
Representatives	:	**Tom Hoeksma: Housing Litigation Lawyer** **Phil Lord: Private sector Housing Manager** **Peter Johnson: Environmental Health Officer (Housing)**
Type of Applications	:	**An appeal against a Financial Penalty - Section 249A & Schedule 13A to Housing Act 2004**
Tribunal Members	:	**Judge N Candlin** **Mr A McMurdo MCIEH**
Date and Venue of Hearing	:	**16 June 2026 via MS Teams**
Date of Decision	:	**6 July 2026**

DECISION

Decision

The Tribunal dismisses the appeal on the grounds that the Applicant does not have standing to bring the appeal. The financial penalty imposed upon John Gregory by the Respondent by a Final Notice dated 9 January 2026 in the sum of £6329.50 therefore stands.

Background

1. This is the Tribunal's determination in respect of an appeal brought by W T Frow & Son Ltd ("the Company") as Applicant against a Financial Penalty issued by the Respondent in the sum of £6,329.50 under section 249A and Schedule 13A of the Housing Act 2004 in respect of property known as 23 Westfield Lane Mansfield Nottinghamshire NG18 1TD ("the Property").

2. On 18 November 2024, the Respondent served an Improvement Notice on John Gregory, being the person having control of the Property at which various category 1 and 2 hazards had been identified. The Improvement Notice was served on Mr J Gregory, W T Frow and Son, 40 St John Street, Mansfield, NG13 1TJ.

3. The Respondent had identified John Gregory as the correct person on whom to serve the Improvement Notice because the tenant of 68 years' standing at the Property, Mrs Palmer, named John Gregory as the person who collected the weekly rent and whom she considered to be her landlord. Her rent book named WT Frow & Son 40 St John Street Mansfield NG18 1QJ as the property management agent for the Property.

4. On 4 July 2025, the Respondent wrote to John Gregory at the same address regarding outstanding works required by the Improvement Notice. On 25 July 2025, the Respondent received a letter from John Gregory in response giving reasons for the delay in completion of the required works ("John Gregory's letter"). One of the reasons that John Gregory gave was as follows: "There was also an issue with letters and emails going to the old sole trader business address, which had stopped trading in April. We only set up WT Frow & Son Ltd from scratch in May 2025, with new contact details I've made sure those are now fully updated with the council to avoid any future confusion."

5. At the foot of John Gregory's letter beneath his name, John Gregory set out the following address: WT Frow & Son Ltd, 65-67 Church Street, Sutton in Ashfield, Nottinghamshire, NG17 1FE ("the Company address").

6. From that point onwards, the Respondent addressed correspondence to John Gregory c/o the Company address.

7. On 5 November 2025, the Respondent served a Notice of Intent (Decision to Impose a Financial Penalty) on John Gregory Of: the Company address.

8. On 12 November 2025, Andrew Slack of the Company wrote to the Respondent challenging the Notice of Intent and requested that his letter be treated as "our formal written representation under Schedule 13A of the Housing Act 2004" ("Andrew Slack's letter").

9. Under the heading "Separate Legal Entity" Andrew Slack wrote:

> "The Improvement Notice dated 18 November 2024 was served on John Gregory trading as WT Frow & Son, a sole-trader business which ceased trading in April 2025. WT Frow & Son Ltd was incorporated in May 2025 and is a completely separate legal entity that did not exist when the notice was served or during the compliance period. A company cannot in law incur liability to events predating its incorporation (Companies Act 2006 3.16). For clarification and to avoid any doubt, WT Frow & Son Ltd is not an incorporation, merger or continuation of the former sole-trade business, and expressly accepts no liabilities or obligations of that previous enterprise. The historic name was retained purely for heritage reasons, reflecting the original 1860 business, but the new company is wholly distinct. It now manages a portfolio that includes properties formerly handled under my previous EweMove (Mansfield & Ashfield) franchise."

10. By letter dated 7 January 2026, addressed to Andrew Slack at the Company address, the Respondent responded to Andrew Slack's letter point by point. In respect of the "Separate Legal Entity" point, the Respondent stated:

> "As a sole trader. John Gregory and his business were legally indistinguishable. He operated without any separate legal personality, meaning he was personally liable for all business debts and obligations, both during and after trading ceased. Even after formally ceasing trading in April 2025, liability persists for any obligations incurred while the business was operational. Creditors, including the Council, retain the right to pursue claims from John Gregory personally. Where non-compliance with the Improvement Notice continued beyond the original compliance date John Gregory remained the person in control and responsible for rectification.
>
> WT Frow & Son Ltd is a new legal entity, distinct from John Gregory and the earlier sole trader business. The company cannot lawfully assume liability for pre-incorporation breaches. It has no legal duty or exposure for the original improvement Notice. WT Frow & Son Ltd is a completely separate third party and has no involvement with the Improvement Notice.
>
> Since the original breach remained unresolved and John Gregory retained legal responsibility until April 2025, the Notice of Intent is validly issued against him personally, not the newly formed company. Enforcement proceedings initiated post-incorporation against John Gregory personally are legally sound and procedurally valid."

11. On 9 January 2026, the Respondent served a Final Notice imposing a Financial Penalty in the sum of £6329.50 ("the Financial Penalty") addressed to John Gregory c/o the Company address.

12. After service of the Final Notice, an invoice was sent dated 12 January 2026 ("the Invoice") followed up by a reminder dated 18 February 2026 both addressed to the Company FAO John Gregory.

13. The Company filed an appeal against the Financial Penalty to the Tribunal which was received on 20 January 2026.

14. The Tribunal issued Directions dated 31 January 2026 requiring both parties to prepare a bundle of documents in support of their case. The Applicant's bundle consisted of 19 pages and the Respondent's 114 pages.

15. The appeal was heard by remote video hearing on 18 June 2026. The Applicant was represented by Andrew Slack, Director of the Company who gave evidence on its behalf. The Respondent was represented by their locum litigation solicitor, Tom Hoeksma. Phil Lord, Private Sector Housing Manager and Peter Johnson, Environmental Health Officer (Housing) gave evidence on the Respondent's behalf. Both parties had the opportunity to put questions to the other party.

The Strike Out Application

16. The Respondent had made an application to the Tribunal dated 6 February 2026 for the appeal to be struck out ("the strike out application") on the basis that the Applicant did not have standing to bring the appeal. By email dated 27 March 2026, the Applicant opposed the strike out application.

17. By agreement between the parties, the strike out application was heard as a preliminary point and lasted the morning. The Tribunal took time to deliberate and the parties reconvened at 2pm when the Tribunal delivered a brief oral decision to be supplemented by this written decision.

Parties' evidence and submissions

18. The Respondent put its case first, being the Applicant in the strike out application and with the benefit of legal representation more able to set out the legal framework. The Applicant responded.

19. The relevant law and facts were not in dispute but the interpretation was.

20. The liability to a civil penalty arises by virtue of s249 Housing Act 2004 ("the Act"), the relevant offence being pursuant to s30 of the Act, namely failure to comply with an improvement notice.

21. Pursuant to para 8 of Schedule 13A of the Act:

    (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.

22. The right to appeal arises by virtue of para 10 of Schedule 13A of the Act:

> 10(1) A person to whom a final notice is given may appeal to the First-tier Tribunal against—
>
> (a)the decision to impose the penalty, or
>
> (b)the amount of the penalty.

23. Peter Johnson gave evidence that at the outset of the investigation, he had taken the photo of Mrs Palmer's rent book which was appended to the Respondent's written evidence. The same rent book was in use when he inspected the Property for the final time to ensure all works had been completed. Mrs Palmer had said to Peter Johnson that she paid her rent in cash "whenever Mr Gregory bothered to collect it."

24. Mr Hoeksma asserted that John Gregory was the correct person upon whom the Respondent should serve the Final Notice since he was the "person having control" in relation to the Property being "the person who receives the rack-rent of the premises" pursuant to s263(1) of the Act. He cited Cabo v Dezotti [2022] UKUT 240 (LC) at para 39.

25. Mr Hoeksma argued that the person to whom the Final Notice had been given was unequivocally John Gregory. The Final Notice was addressed to him at the address to which he had requested correspondence by John Gregory's letter namely at the Company address.

26. Mr Hoeksma argued that the Invoice was merely an administrative document served pursuant to para 8(c) of Schedule 13A of the Act to provide information about how to pay the Financial Penalty.

27. The Invoice was not the Final Notice so even if (which the Respondent denied) the Invoice being addressed to the Company FAO John Gregory gave the impression that the Invoice was served upon the Company rather than John Gregory personally, it was of no matter. The only person who could appeal remained John Gregory as he was the person upon whom the Final Notice had been served.

28. Mr Slack for his part gave evidence that receipt of the Invoice addressed to the Company "created confusion and made you think that the Company was liable and the Company had standing to bring the appeal." He explained that the

Company was managing the Property by that time and “I assumed the Council expected the Company to pay”.

29. Mr Slack said that the Respondent only withdrew the Invoice on 20 April 2026 and by that time the Company had brought the appeal, believing that it had standing as the entity liable for the debt.

30. Mr Slack sought further to advance arguments as to the quantum of the liability but the Tribunal explained that this was outside the scope of the preliminary issue as to standing.

The Decision

31. The Tribunal is satisfied that the Final Notice was correctly served upon John Gregory at the Company address to which he had expressly requested correspondence be sent by way of John Gregory’s letter.

32. Mr Slack’s argument that the Invoice led him to understand that the Company was liable for the Financial Penalty and therefore had standing to bring the appeal was in direct contradiction to the detailed Andrew Slack’s letter setting out why the Company couldn’t have liability for a debt incurred by John Gregory prior to the Company’s incorporation.

33. The Tribunal considers that if there was any confusion caused by the Invoice being addressed to the Company FAO John Gregory, then in light of Andrew Slack’s letter asserting that the Company didn’t have liability, the Company could and should have contacted the Respondent to clarify the position before presuming to have standing to bring the appeal.

34. In any event, the Tribunal is not satisfied that the Invoice did generate confusion. Although headed up with the Company name, this was followed immediately underneath by FAO John Gregory. In the context of John Gregory having been served with the Final Notice and his having informed the Respondent by way of John Gregory’s letter that he wished to be corresponded with at the Company address, the Tribunal considers that no confusion reasonably arose.

35. In any event, the Tribunal accepts the Respondent’s argument that service of the Invoice was merely an administrative procedure to notify the recipient of the Final Notice of how he could make payment. Even if it was addressed to the Company, this had no effect on the fact of John Gregory having been the person to whom the Final Notice was given and who as a consequence was the only person with the right to appeal the Final Notice.

36. The Tribunal therefore strikes out the appeal with the effect that the Financial Penalty given to John Gregory remains £6,329.50 **(Six thousand three hundred and twenty-nine pounds and fifty pence**).

Appeal

37. If either party is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

Judge Candlin