



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

Case Reference : **MAN/00CB/HIN/2025/0641**

Property : **4 Bedford Road, Liscard, Wallasey, Wirral,
CH45
5EB**

Applicants : **Daniel Labno & Adam Labno**

Respondent : **Wirral Council**

Type of Application : **Housing Act 2004 – Schedule 1, Paragraph
10(1)**

Tribunal Members : **Mr J Stringer, Tribunal Judge
Ms J O'Hare, MRICS Valuer Member**

Date of Decision : **2nd June 2026**

DECISION

1. The application is dismissed.

REASONS

Preliminary Matters

1. The hearing was an attended, in person, hearing. The Applicant's did not attend. The Respondent was represented by Counsel, Mr Whatley, and witnesses for the Respondent were Mr William Rowlands, Housing Standards Officer, and Ms Shahin Rahman, Healthy Homes Community Worker.
2. In accordance with the '*Practice Direction from the Senior President of Tribunals: Reasons for decisions*', this decision refers only to the main issues and evidence in dispute, and how those issues essential to the Tribunal's conclusions have been resolved.

The Law

The relevant law considered and applied is set out in Schedule 1 to this decision.

Background

3. The Applicant's are freehold owners of the Property, and landlords in respect of what an assured shorthold tenancy of the Property, the tenant being Melissa Leigh Owens.
4. The Respondent is the local authority responsible for enforcement of housing standards provided for in the Housing Act 2004, in the district within which the property is located.
5. On 18th August 2025 an Improvement Notice was issued to the Applicants by the Respondent which gave notice of two category 1 Housing Health and Safety Rating System (HHSRS) hazards and four category 2 hazards.
6. By an application dated 20th December 2025, ("the Application"), the Applicant appealed against the Improvement Notice under paragraph 10 of Schedule 1 to the Housing Act 2004, ("the Act").
7. Directions dated 5th March 2026 were issued and the evidence referred to below was submitted by the parties in accordance with the directions.

Issues

8. The following issue was identified for determination by the Tribunal:
 - a. Whether, at the time the Improvement Notice was issued, taking into account all available views and evidence known at that time, service of the Improvement Notice was appropriate.

Evidence

9. The Tribunal has carefully considered all the written evidence available at the hearing, which included the bundle of evidence submitted by the Respondent (a 243 page electronic bundle), and the written submissions of the Applicants, referred to below.
10. The Tribunal has also carefully considered the oral evidence given at the hearing by Mr Rowlands and Ms Rahman.

11. Those two witnesses provided witness statements, attended the hearing and gave oral evidence, which was tested by way of questions from the Tribunal. That evidence was not challenged by the Applicants. The Tribunal notes that the evidence of both Mr Rowlands and Ms Rahman was given in their professional capacities, and included evidence of matters directly known to them, and, in the case of Mr Rowlands, observed by him at the Property, those observations being supported by photographic evidence. Mr Rowlands gives his professional opinion in relation to the HHSRS assessment as a qualified Housing Standards Officer, and his reasoning is supported by the evidence in, and attached to, his witness statement. The Tribunal is satisfied that these factors are relevant to the weight that should be afforded to the respective parties' evidence, and, unless specifically challenged, the Tribunal accepts the evidence of Mr Rowlands and Ms Rahman as credible and reliable.
12. In contrast, the Respondents submitted no witness statements and their submissions/evidence is limited to an undated document which appears to have been filed with the application, unsupported by a statement of truth and with typed signatures of both Applicants. As referred to above, the Respondents did not attend to give oral evidence and their evidence could not be tested by way of questions.

Relevant Evidence and the Tribunal's Conclusions on the Issues

13. The Improvement Notice identified the following hazards:

<i>"Deficiency Category</i>	<i>Hazard type</i>	
<i>Evidence of pest issues throughout Property and holes to skirting boards filled with wire wool. Flooring to hallway has exposed boarding.</i>	<i>Domestic hygiene, pests & refuse (15)</i>	<i>2</i>
<i>Food storage facilities have collapsed due to damp related conditions to walls. Kitchen worktops are not in a condition to prepare food safely and kitchen sink is not fixed to the wall correctly. Kitchen floor is a defective surface due to the absence of it being cleansable.</i>	<i>Food Safety (16)</i>	<i>1</i>
<i>Ground surface leading up to front door from pavement is uneven.</i>	<i>Falls on level Surfaces (20)</i>	<i>2</i>

<i>The height of the step to enter the front door from ground level is in excess of 170mm. The tread depth was below 280mm. Carpet to stairwell is threadbare and creates a trip hazard. Bannister is below 900mm in height. Window restrictor missing to first floor rear bedroom window.</i>	<i>Falls on stairs & steps (21)</i>	<i>2</i>
<i>Various electrical accessories around the property appear to be in a defective condition.</i>	<i>Electrical hazards (23)</i>	<i>2</i>
<i>Smoke alarm not present to ground floor of property. Smoke alarm to first floor of property unable to be tested due to it not be accessible.</i>	<i>Fire (24)</i>	<i>1</i>
<i>Carbon monoxide alarm could not be witnessed at time of inspection."</i>	<i>Carbon monoxide</i>	<i>2</i>

14. The Applicants in their submission document/evidence respond to the identified hazards with the following observations:

"With reference to the forthcoming hearing, regarding the Improvement Notice issued on the 18th August and in relation to 4 Bedford Road, Wallasey, CH45-5EB, I wish to take this opportunity to give context to the circumstances in which has led to the current predicament which has lead us to this point. The current tenant Mellissa Owens has for many years been a problem tenant, who has failed to pay the agreed rental amount, in excess of. £7,000 arrears. During her tenancy we have on many occasions been unable to gain access in order to carry out works and periodic inspections – when access has been granted we have had trades attend the property but refuse to carry out the required works due to the poor cleanliness and personal hygiene of the tenant, evidenced in your own recent inspections. In the instances that we have carried out works, such as a new boiler or new kitchen, the tenants have failed to look after the newly installed fittings, costing yet more money which we simply do not have. Mrs Owens has received many warnings to improve the condition of the property but claims she is simply unable to due to her health. We may have afforded at times too much sympathy for Mrs. Owens on account of her health conditions and family situation, however due to the above, Anti-Social behaviour relating to her family we subsequently issued a Section 21. Notice on 22nd July 2025. It was no coincidence that Mrs. Owens contacted the Environmental Health, upon receiving the notice of eviction.

And despite us having trouble gaining access, the tenant was and remains happy for inspections to be carried out by the Environmental Health, but not her landlords. Wise to the system, we have now been forced to suspend the eviction process, until the conclusion of the tribunal.”

15. These generic submissions are, in the judgment of the Tribunal of very limited relevance to the issue to be determined, that is whether, at the time the Improvement Notice was issued, taking into account all available views and evidence known at that time, service of the Improvement Notice was appropriate. The submissions do not address the question as to whether or not the identified hazards did exist at the time of the Improvement Notice, and insofar as they may be relevant to whether the action taken by the Respondent was “appropriate”, this is addressed below, with the other broad submissions of the Applicants.
16. The following submissions are made by the Applicants in relation to the identified hazards.
17. *“In reference to the specific deficiencies, we had previously noted that: ‘Evidence of pest issues through-out the property’
Pests have never previously been an issue in this property, certainly not before this tenancy and the tenant has failed in their responsibility to report any such presence of pests, mice or otherwise, as they know that they are the cause. Any potential pests, are not the result of any underlying structural issues, but poor hygiene of the tenant. The recent presence of pests is the result of a lack of basic cleaning of the property and poor refuse management by the tenant, rather than the result of any structural issues and as such the problem will only be solved once the tenant moves out, It is at this point we will be able to deep clean, fumigate and properly treat the affected areas of the property, as I feel without basic cleaning (that the tenant has clearly demonstrated), the problem will only return.”*
18. This submission does not challenge the identified deficiency, that is, evidence of pests, nor that this gives rise to a hazard. Mr Rowlands witness statement as to the evidence of pests is clear and he confirmed in oral evidence that the tenant had told him that the property was affected by mice, that there was a problem with mice, and to try to address this wire wool was placed in gaps. On the basis of this evidence, and for the reasons given above, this evidence is accepted.
19. *“Flooring to hallway has exposed boarding’
We are not responsible for carpeting the house. On inspection whilst a section of carpet was noted to be missing, the section of floorboard is free of any hazards. This section of missing carpet is again the result of tenant neglect and to replace the carpet only for the tenant to potentially ruin it with weeks to go, until we regain possession is not reasonably practicable. If any new hazards are found to be present, it is the result of tenant neglect and until we*

are granted access to carry out an inspection, we will be unable to carry out any remedials.”

20. The exposed flooring is not challenged as fact; Mr Rowlands gave oral evidence that on 13th August 2024, the day of the inspection, there were bare floorboards to the ground floor, and the carpet to the stairs and landing were frayed and in poor condition. The issue was identified by Mr Rowlands in the context of a pest hazard, which is addressed above.
21. *“Food storage facilities have collapsed due to damp related issues on the walls’ The kitchen in this property has been replaced once before only to be neglected and damaged within 12 months of its fitting. The tenant had also failed to report a leak from the bathroom above which had penetrated the walls for months and compromised the fixings on the wall and base units. Cupboard fronts and dirty work surfaces are not the result of damp, they are the result of tenant neglect and poor hygiene. In January 2026, the tenant asked that if she was to pay an extra £200.00 per month, could she receive a new kitchen and remain at the property. We informed Mrs. Owens of our intention to evict her on account of the poor hygiene, damage to the property and anti-social behaviour. Since then we have been unable to arrange a periodic inspection on the property, more recently being forced to sending recorded delivery letters, whereby she continues to say she us unable to give access. Upon completion of a periodic inspection, whilst we will not provide a new kitchen only for it to be destroyed, we will make good the kitchen units to an acceptable standard.”*
22. Again, the Applicant’s do not challenge the factual existence of the deficiency identified by Mr Rowlands, nor that it gives rise to a hazard. Mr Rowlands’ written and oral evidence as to the factual condition of the property and deficiencies, and his opinion as to hazard, are accepted.
23. *“Worktops are not in a condition to prepare food’ We have made many requests to the tenant to improve the condition in terms of cleanliness of the property and they have failed to do so, citing her on-going health issues – unfortunately the cleanliness of the worktops in order to prepare food is the sole responsibility of the tenant and despite many warnings this has not improved, hence the reason we are looking to evict the tenant at the earliest opportunity.*
24. This submission does not challenge Mr Rowlands’ evidence, which, for the reasons given, is accepted.
25. *‘Kitchen floor is a defective surface due to being un-cleansable’ As per the above – we feel the only way to solve this issue is to evict the tenant, as anything that gets replaced is simply damaged by this problem tenant.”*

26. There is no challenge to Mr Rowlands' evidence in this submission; his evidence is accepted.

27. *"Ground surface leading up to the front door is uneven"*

The access to the house was previously hard landscaped in beautiful quarry tiles – the tenant however during the last 18 months has ripped up the hard landscaping to the front and whilst the ground is uneven I would not class it as unsafe. A neighbour has claimed that her son had sold the quarry tiles on, however the claim has been refuted but entirely plausible. Neighbours have also claimed to have witnessed people taking scrambler motorbikes in through the front door of the property on numerous occasions which would also account for the uneven ground surface and damage to the internal floor."

28. This submission does not challenge the evidence of the existence of the deficiency, or the finding that it gives rise to a hazard, and Mr Rowlands' evidence in relation to these matters is accepted.

29. *"The height of the step to enter the front door from ground level is in excess of 170mm"*

Previously the height of the step was within 150mm when the front of the house was hard landscaped in quarry tiles however without permission these have been removed. Again this is something else which will come at our expense upon eviction of the tenant, for fear that the reinstatement will be also be vandalized."

30. The evidence of the existence of the deficiency, and the finding that it gives rise to a hazard, is not challenged, and Mr Rowlands' evidence in relation to these matters is accepted.

31. *"The carpet to the stairwell is threadbare and creates a tripping hazard"*

We are not responsible for replacing the carpet but should a trip hazard be present, when access was granted this was trimmed back."

32. Mr Rowlands evidence in relation to carpets is addressed above, and, being his direct evidence, by way of inspection, is accepted. Insofar as the Applicants suggest that the condition of the carpet is an irrelevant consideration on the basis that carpeting is an tenant obligation under the tenancy, this is rejected, as clause 3.4.10 of Ms Owens tenancy agreement (page 117 of the Respondent's bundle) imposes an obligation on the tenant to reimburse the landlord for "the reasonable costs of the professional washing and cleaning of any carpets...", which clause is clearly consistent with the property being let furnished with carpets, and, in which case, there is no obligation to renew any carpets by reason of fair wear and tear. The reference to subsequent works having been carried out (the carpet being "trimmed back") is not, having regard to the decision in *Manauquel* (see paragraph 20 of Schedule 1) a relevant factor in relation to this application.

33. *“Bannister is below 900mm in height’*

Whilst the bannister might not be per the current new build regulations, it was built to the current regulations of the time, and in a house with adolescences and responsible adults I would consider it reasonably safe.”

34. The HHSRS is a discrete statutory/regulatory scheme. There is no direct relationship between that scheme and building regulations. Hazards are identified and assessed in context (including the characteristics of the property and occupants), having regard to statutory guidance, and the Tribunal defers to Mr Rowlands professional assessment of falling hazards, one of which identified is the bannister height.

35. *“Various electrical accessories appear to be in defective condition’.*

It is an unfurnished tenancy and the condition and maintenance of the tenants own personal property, such as appliances i.e washing machines etc is the responsibility of the tenant. Following the original inspection the Electrical Periodic inspection had lapsed on account of access issues and despite attempts to get contractors to carry out the works, a number had refused on account of the poor living conditions and hygiene. By the time we had managed to get an electrician willing to carry out the Electrical Condition Report and Certification, we had received a significant financial penalty for which we have full cooperated and paid in full. Many of the electrical accessories (switches & sockets) were damaged and smashed as a result of tenant neglect – the ones which were considered a danger were replaced, however many others remain painted and the contractor will only return once the property has been cleaned.”

36. The absence of an Electrical Installation Condition Report is acknowledged by the Applicants, a hazard scoring factor identified by Mr Rowlands; in addition, Mr Rowlands witness statement confirmed that he observed several electrical accessories in poor condition and broken (which evidence is supported by the photograph at Exhibit No. WR19). The Tribunal accept the evidence of deficiencies and Mr Rowlands assessment of a hazard.

37. *“Smoke alarm not present to ground floor of the property’*

Again, this was in fact and oversight during the inspection, as the smoke alarm is present and working – this was fitted in August 2024 and could be found in the hall.”

38. Mr Rowlands’ witness statement states that no smoke alarm was installed to the ground floor of the property; he confirmed in his evidence that on his inspection there was a smoke alarm housing only to the ground floor; that evidence is consistent with the photograph at Exhibit No. 20. Mr Rowlands direct evidence, supported by photographic evidence is preferred and accepted. The absence of a smoke alarm is self-evidently a hazard.

39. *“Restrictor missing to rear bedroom window’*

At the time of the installation of the windows, this was a requirement – we did however get one fitted.”

40. The absence of a restrictor is not challenged by the Applicants. Mr Rowlands’ oral evidence confirmed his assessment, that is, in context, the relevant room being child’s room, a fully opening window with a cill height of less than 1000mm constituted a hazard, and the Tribunal accept that reasoned opinion.
41. *“Smoke alarm to first floor to of property unable to be tested due to it not being accessible’.*
Upon an inspection immediately following this smoke alarm was tested and confirmed to be working.”
42. Even if the Applicants’ evidence, that the smoke alarms were subsequently tested and found to be working, is accepted, the inaccessibility of smoke alarms for the purposes of testing is, the Tribunal accept, capable of contributing to a fire hazard.
43. *“Carbon monoxide alarm could not be witnessed at time of inspection’.*
Upon an inspection immediately following the carbon monoxide alarm was witnessed, tested and confirmed to be working – it is positioned above the boiler.”
44. Mr Rowlands confirmed the content of his witness statement in relation to the absence of a carbon monoxide alarm, and his oral evidence was the gas boiler was placed on a wall and no carbon monoxide alarm was present, Mr Rowlands having “had a good look around the room”. For the reasons given above, Mr Rowlands evidence is preferred and accepted.
45. Having considered all relevant evidence, the Tribunal is satisfied that all the deficiencies identified in the Improvement Notice were present as at the time of the inspection, and that they constituted HHSRS hazards.
46. The Applicants make the following further, non-specific, submissions.
47. *“Since the initial inspection and despite challenges in the form of access and trades unwillingness to work in the property, we have fully co-operated in carrying out the works we feel we are obligated to, to include ensuring the Gas and Electrical certificates were up to date, for which we also received a significant financial penalty as we struggled to get trades who would do the works, given the conditions – a penalty to which we fully cooperated with and paid immediately. I also feel it is fair to point out that we have consistently attempted to arrange inspections with the Tenant since the carrying out of the essential works, and having been unsuccessful we have most recently been forced to do so by recorded delivery letter (letters enclosed in evidence), yet again despite Mrs Owens being available for an Environmental Inspection, she has been unable to grant access on many verbal requests for inspections*

(more recently three written requests which she maintains she is unable to make.) Whilst I appreciate that our processes have not been that of professional landlords, it is hoped that from the previous reports, this statement and complaints from neighbours that it is clear to see that Mrs. Owens is a problem tenant who's neglect, anti-social behaviour and extremely poor hygiene are the root cause of much of the issues highlighted, which until the tenant leaves, we suspect we will not be able to solve. Previous but none exhaustive examples of these include;

Multiple broken double glazing window pane (now boarded up).

Smashed electrical sockets (recently changed).

Internal walls punched in.

Kitchen drawers and door fronts pulled off.

Kitchen floors taken up.

Previously damp kitchen ceiling/wall due to the tenant not reporting a long-standing leak.

Removal and disposal of quarry tiles and the step to the front door - tiles of good value.

Ruining of the kitchen units.

Damaged internal doors and door furniture.

Disposal of waste and refuse in the rear yard, rather than arranging for the wheelie bin to be emptied.

The purpose of the inspections we have attempted to arrange is to assess the property to see what improvement works are required since the last report, and for which we are obligated. One such being the kitchen damaged by the tenant, however we are not able to carry out such improvement works without access.

The other purpose of the inspection is to identify the obligations of the tenant, and document the breaches of the tenancy for which there are many;

Poor hygiene and personal living conditions.

Anti-Social behaviour and complaints from neighbours.

Regular police presence and attendance to the property.

Pets in the house without prior permission.

People living in the house that should not be.

Reports of drug use (marujana) from trades.

Reports of drug dealing from neighbours.

Evidence of damage through-out the property caused by the tenant.

Removal of hard standings and front doors step.

Reported pests resulting from poor hygiene of the tenants own living conditions.

Such poor tenant hygiene that trades that we have tried to use have refused to work in the property.

We have also recently discovered the true impact on the people living in the neighbouring properties who have revealed the negative impact of living with such tenants including threats of violence due to a case of mistaken identity with the properties, loss of value in their own homes and numerous reports of anti-social behaviour to police. These neighbours are happy to bear witness to having kept their own personal logs of incidents following advice from the

council and police. One of the complainants has lived in their property for 40 years and remembers the previous tenants whereby the property was well maintained and we were fully able to ensure our landlord responsibilities were upheld. What we are hopeful for from the outcome of this tribunal is that we are allowed to continue to attempt to follow the process of carrying out our landlords' obligations, through the eventual gaining of access to carry out condition reports with the tenant. Only upon being allowed to follow this process, can we truly assess the works required in order to get it to the required condition, as well as identify the breaches of the tenant in order to be able to follow our legal right to evict this problem tenant, so that we are finally able to sell the property which has become an extreme source of stress and financial burden."

48. These submissions raise, variously:

- a. Issues of access – the Tribunal is not satisfied, having regard to the Applicants' submissions, and the witness statements of Mr Rowlands, Ms Rahman and Ms Owens, that there is any reliable evidence to support the allegation of a failure to cooperate by Ms Owens with request for access for the purposes of repairs or improvements. In any event, even if the Tribunal had been satisfied of a failure to provide access by the tenant, whilst it may be relevant in the context of, for example, assessment of a Financial Penalty for non-compliance with an Improvement Notice, it does not obviate the deficiencies and hazards, or the need for remedial action.
- b. Issues of tenant damage, waste or neglect – the Tribunal reiterates its findings in relation to access – there is no reliable evidence of tenant damage, and even if there were, it does not obviate the deficiencies and hazards, or the need for remedial action. Insofar as it is implicit in the Applicants' submissions that
- c. Subsequent work carried out to the property – this is irrelevant, having regard to the decision in *Manauel*.

49. Having found that all the deficiencies and hazards identified were present at the time of the inspection, the Tribunal is required to consider whether service of the Improvement Notice was appropriate action. The Tribunal is satisfied that it was, because:

- a. the Category 1 hazards required appropriate enforcement action, and the Respondent had a discretion in relation to the Category 2 hazards;
- b. the HHRS assessment of Mr Rowlands is the only reasoned assessment, and a degree of deference should be afforded to it;
- c. the assessment included consideration of alternative courses of action and discounted those for rational reasons (as evidenced in the Improvement Notice);
- d. none of the submissions made by the Applicants approach the threshold which the Tribunal consider would be required to find issue of the Improvement Notice inappropriate – there is no specific submission in relation to this by the Applicants.

50. The Tribunal is satisfied that the Improvement Notice was the most appropriate action the Respondent could take in the circumstances.

51. Accordingly, the Application is dismissed.

J Stringer

Tribunal Judge

Schedule 1

1. Part 1 of the Housing Act 2004 provides for a system of assessing the condition of residential premises, and the way in which this is to be used in enforcing housing standards. It provides for a Housing Health and Safety Rating System (HHSRS) which evaluates the potential risk to harm and safety from any deficiencies identified in dwellings using objective criteria.
2. Local Authorities apply HHSRS to assess the condition of residential property in their areas. HHSRS enables the identification of specified hazards by calculating their seriousness as a numerical score by prescribed method. Hazards that score 1000 or above are classed as Category 1 hazards, whilst hazards with a score below 1000 are classed as Category 2 hazards.
3. Section 2(1) of the Act defines hazard as ‘any risk of harm to the health or safety of an actual or potential occupier of a dwelling which arises from a deficiency in the dwelling (whether the deficiency arises as a result of the construction of any building, an absence of maintenance or repair, or otherwise)’.
4. Section 2(3) provides ‘regulations under this Section may, in particular, prescribe a method for calculating the seriousness of hazards which takes into account both the likelihood of the harm occurring and the severity of the harm if it were to occur’.
5. Those regulations are the Housing Health and Safety Rating System (England) Regulations 2005.
6. Under Section 5 of the Act, if a Local Authority considers that a Category 1 hazard exists on any residential premises, it must take appropriate enforcement action.
7. Section 5(2) sets out seven types of enforcement action which are appropriate for a Category 1 hazard.
8. The types of enforcement action that a Local Authority may take following identification of a Category 1 hazard include service of an Improvement Notice.
9. Section 7 of the Act contains similar provisions in relation to Category 2 hazards.
10. Power is conferred on a Local Authority to take enforcement action in cases where it considers that a Category 2 hazard exists on residential premises and those courses of action include in Section 7(2) service of an Improvement Notice.

11. Section 9 of the Act requires the Local Authority to have regard to the HHSRS operating guidance and the HHSRS enforcement guidance.
12. Sections 11 to 19 of the Act specify the requirements of an Improvement Notice for Categories 1 and 2 hazards.
13. Section 11(2) defines an Improvement Notice as a notice requiring the person on whom it is served to take such remedial action in respect of the hazard as specified in the Notice.
14. Section 11(8) defines remedial action as action (whether in the form of carrying out works or otherwise) which in the opinion of the Local Authority will remove or reduce the hazard.
15. Section 11(5) states that the remedial action to be taken by the Notice must as a minimum be such as to ensure that the hazard ceases to be a Category 1 hazard but may extend beyond such action.
16. Section 12 of the Act deals with an Improvement Notice for a Category 2 hazard, and contains similar provisions to that in Section 11.
17. An Appeal may be made to the Tribunal against an Improvement Notice under Paragraph 10, Part 3, Schedule 1 of the Act.
18. The Appeal is by way of a rehearing and may be determined by the Tribunal having regard to matters of which the Local Authority was unaware. The Tribunal may confirm, quash or vary the Improvement Notice.
19. The function of the Tribunal on an Appeal against an Improvement Notice is not restricted to a review of the Authority's decision. The Tribunal's jurisdiction involves a rehearing of the matter and making up its own mind about what it would do.
20. However, in accordance with the decision in *Manauel Company Ltd v London Borough of Lambeth* [2025] UKUT 97 (LC) (applying *Waltham Forest London Borough Council v Hussain* [2023] EWCA Civ 733) Improvement Notice appeals involve examination of the notice and the state of the property at the date of service of the notice, and the local authority should be given a degree of deference in its conclusions.
21. To the extent that events occurring since the date of the notice may render an Improvement Notice inappropriate or redundant, the proper course of action is for a recipient to request that the local authority vary the notice and appeal that decision if they remain dissatisfied.

22. Paragraphs 1 to 5 of Part 1 of Schedule 1 to the Act deal with the requirements for the service of Improvement Notices, including identifying the person on whom a notice must be served.
23. Four distinct situations are provided for, each of which identifies the recipient of the notice by reference to the nature of the specified premises in the Improvement Notice; the expression 'specified premises' is defined in section 13 (5) as premises specified in an Improvement Notice as premises in relation to which remedial action is to be taken in respect of the hazard.
24. The situations are:
- (a) Where the specified premises are licensed under Part 2 or Part 3 of the Act, the notice must be served on the licence holder.
 - (b) Where the specified premises are not so licensed and are not a flat the notice must be served on 'the person having control of the dwelling' or in the case of an HMO on either the person having control of the HMO or the person managing it.
 - (c) Where the specified premises are a flat which is either a dwelling not licensed under Part 3 of the Act, or an HMO which is not licensed under Parts 2 or 3 the notice must be served on 'the person managing' the flat, or on a person who is both an owner of the flat, and in the authority's opinion ought to take the action specified in the notice.
 - (d) Where any specified premises are common parts of a building containing one or more flats, or any part of such a building which does not consist of residential premises, the notice must be served on a person who is an owner of the specified premises and who in the local authority's opinion ought to take the action specified in the notice.
25. Paragraph 5 of Part 1 of Schedule 1 to the Act further provides, in addition, that a copy of the notice must be served on every other person who to the knowledge of the local authority has a relevant interest in the specified premises or who is an occupier of such premises.
26. The provisions in Schedule 1 of the Act for identifying the proper recipient of an Improvement Notice therefore require identification of the 'owner', the 'person having control', and the 'person managing' the specified premises.
27. Section 262 of the Act defines amongst other expressions the meaning of 'owner' as a person who is for the time being entitled to dispose of the fee simple of the premises whether in possession or in reversion and also includes a person holding or entitled to the rents and profits of the premises under a lease of which the unexpired term exceeds 3 years.
28. Section 263 of the Act defines the meaning of the expressions 'person having control' and 'person managing'.

29. 'Person having control' means the person who receives the rack rent of the premises (whether on his own account or as an agent or trustee of another person), or who would so receive if the premises will let at a rack rent (Section 263(1)).
30. The expression 'person managing' is defined in Section 263(3) as: ".....the person who, being an owner or lessee of the premises –
- (a) receives (whether directly or through an agent or trustee) rents or other payments from-
 - i. in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and
 - ii. in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or the whole of the premises; or
 - (b) would so receive those rent or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments; and includes, where those rent or other payments are received through another person as agent or trustee, that other person.