



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

Case References : (1) BIR/00FK/HIN/2025/0031
(previously FT/SL/2024/0089) &
(2) BIR/00FK/HIN/2025/0032
(previously FT/SL/2024/0090)

Property : 32 Sutherland Road, Derby, DE23 8RW

Applicants : (1) Parmvir Singh Dhanjal
(2) Sanjna Kaur Dhanjal

Representative : J R Lettings Limited

Respondent : Derby City Council

Representative : n/a

Type of Application : An appeal against a Financial Penalty –
Regulation 11 of Part 4 of the Smoke and
Carbon Monoxide Alarm (England)
Regulations 2015

Tribunal Members : Judge M K Gandham
Mr A McMurdo MCIEH

Date and venue of Hearing : 23 June 2026
Centre City Tower, 5-7 Hill Street,
Birmingham B5 4UU

Date of Decision : 18 August 2026

DECISION

Decision

1. The Tribunal:

- (i) **confirms** the Penalty Charge Notice dated 6 September 2024 given to **Parmvir Singh Dhanjal** imposing a penalty charge of £1,500 in relation to the property known as 32 Sutherland Road Derby DE23 8RW; and
- (ii) **confirms** the Penalty Charge Notice dated 6 September 2024 given to **Sanjna Kaur Dhanjal** imposing a penalty charge of £1,500 in relation to the property known as 32 Sutherland Road Derby DE23 8RW.

Reasons for Decision

Introduction

- 2. The General Regulatory Chamber (GRC) transferred two applications (FT/SL/2024/0089 and FT/SL/2024/0090) under regulation 11 of Part 4 of the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 ('the Regulations') to the Tribunal, as jurisdiction had passed to the Property Chamber in respect of such appeals.
- 3. The appeals related to two penalty charges – one imposed on Parmvir Singh Dhanjal and the other imposed on Sanjna Kaur Dhanjal ('the Applicants') – on 6 September 2024 by Derby City Council ('the Respondent') in respect of the property known as 32 Sutherland Road, Derby DE23 8RW ('the Property').
- 4. The two appeals were given new reference numbers (BIR/00FK/HIN/2025/0031 and BIR/00FK/HIN/2025/0032 respectively) and consolidated under Rule 6(3)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- 5. The Tribunal held a case management hearing in relation to the appeals on 27 November 2025. The Applicants were in attendance and were represented by Mr Sami Zeidon from J R Lettings Limited ('the Applicants' Representative'), their managing agent in respect of the Property. Miss Syma Akhtar (a solicitor) and Mr Oliver Court (an Environmental Housing Officer), both employed by the Respondent, attended on the Respondent's behalf. Both parties confirmed that the matter had been listed for a hearing previously but that hearing bundles had not been produced.
- 6. Directions were issued on 4 December 2025 to ready the matter for a hearing and, in accordance with the same, the Tribunal received bundles from each party and a Reply to the Respondent's bundle from the Applicants.
- 7. The matter was listed for a hearing to take place on 23 June 2026 at the Tribunal's hearing rooms in Birmingham. The parties and their representatives were notified of the hearing via emails sent to them on 14 April 2026.

The Law

8. The Regulations as amended require landlords in the private rented sector to ensure that a smoke alarm is equipped on every storey of a tenanted rented dwelling and that a carbon monoxide alarm is equipped in any room which contains a fixed combustion appliance other than a gas cooker. They also require landlords to ensure that such alarms are in proper working order at the start of a new tenancy.
9. Under regulation 8 of Part 4 of the Regulations, where a local housing authority is satisfied, on the balance of probabilities, that a landlord on whom it has served a remedial notice is in breach of a duty under regulation 6(1) or (1A) the authority may require that landlord to pay a penalty charge, not exceeding £5,000.
10. Any notice of the penalty charge must be served within six weeks beginning with the day on which the authority is first satisfied of the breach and regulation 9 sets out the contents of such a notice.
11. Regulation 10 deals with the procedure should a landlord request a review of the penalty charge notice and confirms that the local housing authority must consider any representations made by the landlord, decide whether to confirm, vary or withdraw the penalty charge notice and serve a notice of its reviewed decision (regulation 10(2)(c)) to the landlord.
12. The person upon whom a notice under regulation 10(2)(c) is given may appeal to the Tribunal under regulation 11 which states as follows:

11.— Appeals

- (1) A landlord who is served with a notice under regulation 10(2)(c) confirming or varying a penalty charge notice may appeal to the First-tier Tribunal against the local housing authority's decision.*
- (2) The grounds for appeal are that—*
 - (a) the decision to confirm or vary the penalty charge notice was based on an error of fact;*
 - (b) the decision was wrong in law;*
 - (c) the amount of the penalty charge is unreasonable;*
 - (d) the decision was unreasonable for any other reason.*
- (3) Where a landlord appeals to the First-tier Tribunal, the operation of the penalty charge notice is suspended until the appeal is finally determined or withdrawn.*
- (4) The Tribunal may quash, confirm or vary the penalty charge notice, but may not increase the amount of the penalty charge.*

Hearing

13. An oral hearing was held at the Tribunal's hearing rooms in Birmingham. Miss Syma Akhtar and Mr Oliver Court attended on behalf of the Respondents. The Applicants did not attend and were not represented.
14. The Tribunal, after checking that the Applicants and their representative had been informed of the hearing date, were satisfied that reasonable steps had been taken to notify the parties of the hearing and that it was in the interests of justice to proceed with the hearing.

The Submissions

The Applicants' submissions

15. In their Statement of Case, the Applicants referred to an 'improvement notice' which had been served upon them by the Respondent on 15 March 2023 and stated that the works detailed in the same could not be carried out until the Property was vacant.
16. They stated that all electrical work and certification was carried out by 16 May 2023, which included the installation of two new smoke alarms and two carbon monoxide detectors, and provided a copy of an invoice dated 16 May 2023 from Yes-In Electrical which referred to the installation of the same. The Applicants also provided a copy of a Gas Safety Certificate, issued on 29 July 2023 by Bansal's Plumbing & Heating, which indicated that the testing of a CO Alarm on that date had been satisfactory.
17. In addition, the Applicants provided a letter from their gas engineer – Indy Bansal from Bansal's Plumbing & Heating – who confirmed that a carbon monoxide detector had been installed near the gas combi boiler when an inspection was carried out on 29 July 2024.
18. The Applicants stated that the refurbishment of the Property was completed by 3 July 2023 and that a new tenant moved into the Property on 1 August 2023. They stated that on 5 December 2023, "*Five months*" after completion of the repairs, they received an email from the Respondent requesting further information, to which the Applicant's Representative replied the same day confirming that a full refurbishment of the Property had been carried out.
19. The Applicants stated that it took a further "*five months*" for the Respondent to request, on 9 April 2024, further information and a re-inspection, which was facilitated. The Applicants stated that the report received relating to the reinspection by the Respondent, on 21 May 2024, incorrectly claimed that the Respondent had not been informed of the renovations having been completed, which contradicted an earlier email from the Respondent on 5 December 2023.
20. The Applicants referred to a significant delay between the original inspection by the Respondent in early 2023 and the reinspection in May 2024 and referred to this as having a considerable impact on the proceedings and timeline of the case.

21. The Applicants stated that the penalty charges were imposed under regulation 10 on 19 July 2024 despite clear evidence demonstrating compliance with the “*notice and the regulations*”.
22. The Applicants submitted that they had clearly demonstrated that a carbon monoxide detector had been installed in the bathroom and had provided documentary evidence, in the form of electrician’s invoice and letter from qualified plumber, but that the delay in carrying out the reinspection could have resulted in potential changes within the Property – such as the tenant moving or misplacing items – which were beyond their control.
23. Within their bundle, the Applicants also provided a copy of a letter sent from the Respondent on 15 March 2023 following an inspection of the Property (which identified various hazards) and an electrical installation certificate dated 16 May 2023.
24. In their Reply to the Respondent’s Statement of Case, the Applicants submitted that the Respondent’s case was factually incorrect, legally flawed, procedurally unfair and unreasonable.
25. The Applicants refuted that there was no carbon monoxide alarm present at the Property based, they stated, on the contemporaneous documentation they had provided from both the electrician and the gas engineer. They submitted that the Respondent’s argument that early compliance was irrelevant was wrong in law, and that the Respondent had failed to consider the invoices, certificates and emails that the Applicants and their contractors had provided.
26. The Applicants also referred to what they considered to be an unreasonable delay in the re-inspection and stated that there had been procedural unfairness due to the Respondent ignoring evidence and issuing a penalty, despite early compliance. They requested that both penalties charges be quashed.

The Respondent’s submissions

27. The Respondent provided a Bundle of documents which included a Statement by Mr Court, copy correspondence, copies of various inspection reports and photographs taken during inspections, copies of Remedial Notices dated 9 March 2023 (‘the 2023 Remedial Notices’) and 29 May 2024 (the 2024 Remedial Notices’), the Penalty Charge Notices dated 19 July 2024, the Applicants’ Representations to the Penalty Charge Notices and the reviewed Penalty Charge Notices dated 6 September 2024.
28. Miss Akhtar confirmed that the appeals related to the reviewed Penalty Charge Notices issued to each of the Applicants individually for £1,500, and appeared to centre around a factual dispute between the parties as to when the Property had benefited from carbon monoxide alarms in the bathroom, which was where the boiler was installed.
29. Mr Court, in his written statement and, briefly, at the hearing, gave details of the background to the appeals.
30. Mr Court confirmed that a complaint regarding the condition of the Property had been received in January 2023 and that an inspection was carried out on 28 February 2023 when it was noted, in addition to other hazards, there was no carbon monoxide alarm

in the bathroom (in which the boiler was located) and that the brickwork to the external wall by the flue to the boiler was deteriorating with daylight visible through a hole.

31. Mr Court confirmed that the 2023 Remedial Notices in respect of the carbon monoxide alarms requested that any necessary work be completed no later than 10 April 2023. He stated that the Respondent also wrote to the Applicants individually, on 15 March 2023, detailing the findings of the inspection and remedial actions that should be undertaken by the Applicants, who were the owners of the Property. Mr Court confirmed that the letter was an informal course of action and was not an 'improvement notice' as referred to by the Applicants.
32. As Mr Court was informed by the Applicants' Representative in May 2023 that the Property had become vacant and would be undergoing a full refurbishment, Mr Court confirmed that no action was taken in relation to the 2023 Remedial Notices and that they were deemed withdrawn. In an email dated 30 May 2023 (a copy of which was provided within the Respondent's bundle), Mr Court stated that he asked the agents to inform him when the renovation works were completed, so that he could carry out a revisit to review the condition of the Property.
33. Mr Court stated that, although he was provided with a copy of an Electrical Installation Condition Report on 31 May 2023, he received no correspondence confirming that the works were completed until he emailed the Applicants' Representative on 5 December 2023 whilst carrying out a review of the case. He stated that the Applicants' Representative confirmed that the Property had been renovated and relet and Mr Court requested a date to be able to inspect.
34. Mr Court confirmed that he had been on extended leave between 24 December 2023 and 1 April 2024, but on his return contacted the Applicants' Representative, on 9 April 2024, and was provided with the tenant's details to arrange a re-inspection.
35. A reinspection took place on 21 May 2024, during which it was noted that there was no carbon monoxide alarm located within the bathroom of the Property and the wall behind the boiler flue had deteriorated further (photographs of the inspection of the bathroom were included within the Respondent's bundle).
36. Mr Court stated that he contacted the Applicants' Representative the same day and explained the urgency regarding the deterioration of the wall around the boiler and confirmed that the situation needed to be remedied urgently. On 23 May 2024, Mr Court stated that he was informed by the Applicants' Representative that the situation had been rectified.
37. Mr Court stated that a letter was sent to both Applicants on 23 May 2024 giving details of the reinspection and the remedial action that was still required to be undertaken at the Property. The letter highlighted the issues with the gas boiler flue and also the lack of a carbon monoxide alarm within the bathroom of the Property. The letter also confirmed that the 2023 Remedial Notices had not been actioned, so were effectively withdrawn, but that new Remedial Notices would be served shortly, detailing the time period in which action needed to be undertaken and the risk of a penalty should work not be carried out by the deadline.

38. Mr Court confirmed that 2024 Remedial Notices were issued to each of the Applicants giving them until 28 June 2024 to comply with the same. The notices confirmed that the Applicants were able to provide representations and also detailed the consequences for non-compliance.
39. No representations were received from the Applicants, so Mr Court stated that he emailed the Applicants' Representative on 27 June 2024 for an update but, again, received no response.
40. Accordingly, Mr Court stated that he carried out a re-inspection of the Property on 9 July 2025, at which he observed that there was still no carbon monoxide alarm within the bathroom of the Property. Mr Court did note, however, that remedial works had been undertaken to the external wall by the boiler flue, with plasterwork visible on the walls. Again, photographs were taken of the bathroom and area around the boiler which were included within the bundle.
41. As the remedial works had not been completed and the Respondent was under a duty to carry out the necessary works under regulation 7 of the Regulations, Mr Court stated that he gave the necessary notice to the tenants and purchased a carbon monoxide alarm on 12 July 2024 (a copy invoice was included within the bundle) and revisited the Property on 15 July 2024 to install the same in the bathroom. Again, he took photographs which were included within the bundle.
42. The Respondent, being satisfied on the balance of probabilities, under regulation 8 of the Regulations, that the Applicants were in breach of their duties, Mr Court confirmed that the Respondent issued penalty charge notices on each of the Applicants on 19 July 2024. In relation to the amount of the penalties, Mr Court stated that the Respondent had regard to its Statement of Principles which detailed that any first offence would attract a penalty of £3,000 inclusive of the costs of remedial work, with subsequent offences attracting a penalty of £5,000. As there were no previous penalties imposed, the level of the penalties was determined to be £3,000 for each Applicant.
43. Mr Court stated that, on 24 July 2024, an email was received from the Applicants' Representative disputing that a carbon monoxide alarm had not been present at the Property. Mr Court said that in reply, on 25 July 2024, he confirmed that no representations had been received from the Applicants to the 2024 Remedial Notices and that no carbon monoxide alarm had been fitted within the 28-day period specified in the notices, as such the Respondent was entitled to issue penalties. Mr Court stated that his email confirmed that written representations in respect of the penalties could be sent to the Respondent within the timescale set out on the Penalty Charge Notices.
44. Mr Court stated that he then received two telephone calls from Mr Parmvir Singh Dhanjal, with written representations thereafter on 2 August 2024 (which were also included within the Respondent's bundle).
45. Mr Court stated that the representations included an invoice for works from Yes-In Electrical dated 16 May 2023 and a statement which showed payment on 3 July 2023, and two photographs – one of a carbon monoxide alarm in place on a dado rail within the bathroom and another of a carbon monoxide alarm on the boiler. Mr Court stated that in correspondence (a copy of which was, again, provided in the Respondent's bundle) that the Applicants stated that the photographs were "*taken at the time by the*

electrician confirming the units were in place” and would have been taken in the week commencing 15 May 2023.

46. Mr Court noted that the photographs detailed the same model of carbon monoxide alarm as he had himself purchased but accepted at the hearing that this was a common model. He also stated that the photograph detailing the carbon monoxide alarm on the boiler could not have been taken in 2023, as it showed the remedial works around the flue of the boiler, which had not been completed until after his inspection over a year later.
47. Mr Court confirmed that a meeting was held by the Respondent on 2 September 2024 to review the case and the representations received. It was noted that the electricians’ invoice and statement dated May 2023 and July 2023 respectively, were issued twelve months prior to the issuing of the 2024 Remedial Notices and the queries around the date upon which the photographs could have been taken were discussed. The Respondent also noted that, even if the photographs had been taken in 2023, it would not alleviate the fact that no carbon monoxide alarm was present when the 2024 Remedial Notices were issued.
48. Based on the Applicants being husband and wife, and taking into account the totality principle, the Respondent decided that two penalties of £3,000 was disproportionate and evenly split the same between both Applicants, resulting in a final penalty of £1,500 each.
49. In relation to the Applicants’ Statement of Case, Mr Court confirmed that no improvement notices had been served in respect of the Property and that any work carried out over 12 months prior to the service of the 2024 Remedial Notices did not provide any mitigation for the failure to comply with them.
50. With regard to the Gas Engineer’s letter of 20 September 2024, Mr Court noted that this referred to an inspection on 29 July 2024, which was after the Respondent had already undertaken remedial works to fit a carbon monoxide alarm at the Property, so again did not provide any mitigation for the failure to comply with remedial notice.
51. Mr Court also raised queries regarding the accuracy of the Gas Safe Certificate issued on 29 July 2023, as he stated that the certificate referred to the flue visual condition as being a “PASS”, despite the poor condition of the external wall, a matter which he stated he had referred at the time to Gas Safe.
52. In respect of any delay in acting, Mr Court stated that he had asked the Applicants’ Representative to contact him once the works to the Property had been completed so that he could carry out a reinspection. He submitted that he was not informed that the Property was renovated and relet until he received a reply to his email of 5 December 2023.
53. Mr Court stated at the hearing that the Respondent had been provided with no evidence that either the Applicant or the Applicants’ Representative had purchased a carbon monoxide alarm after the 2024 Remedial Notices had been issued.
54. Miss Akhtar submitted that the Respondent’s actions had been reasonable and proportionate. She stated that all evidence submitted had been considered, that the

Applicants had not complied with the 2024 Remedial Notices nor sent any representations in respect of the same; that the Property had been inspected on 21 May 2024; 9 July 2024 and 15 July 2024, with no carbon monoxide alarm present on any of those three occasions and that there had been no procedural unfairness.

55. As such, she stated that both reviewed Penalty Charge Notices should be confirmed.

The Tribunal's Deliberations and Determinations

56. Under regulation 11 of the Regulations, on appealing a reviewed penalty charge notice, the Tribunal may quash, confirm or vary the penalty charge notice, but may not increase the amount of the penalty charge.
57. In reaching its determination on these appeals, the Tribunal considered the relevant law and all of the evidence submitted, both written and oral, briefly summarised above.
58. There was no dispute regarding the status of the Applicants as landlords of the Property, nor was there any dispute regarding the location of the boiler within the Property.
59. It was clear from the evidence that the Applicants were, initially, under a misapprehension that the Respondent had issued an improvement notice in respect of the Property. The letter dated 15 March 2023 from the Respondent to the Applicants (a copy of which was included in the bundles from both parties), however, was not an improvement notice, rather it was a form of informal action advising the Applicants of hazards present at the Property and the actions required to remedy them.
60. It is also clear from the documentation provided that although the Respondent issued the 2023 Remedial Notices, these were not pursued and were later deemed withdrawn by the Respondent.
61. The penalty charges issued by the Respondent were imposed due to the breach of the 2024 Remedial Notices served on each applicant on 29 May 2024, as clearly stated on the Penalty Charge Notices dated 19 July 2024.
62. Regulation 4 of the regulations details the duties of relevant landlords in relation to prescribed alarms. The sections relevant to these appeals state as follows:

“(1) A relevant landlord in respect of a specified tenancy must ensure that—

(a) during any period when the premises are occupied under the tenancy—

...

(ii) a carbon monoxide alarm is equipped in any room of the premises which is used wholly or partly as living accommodation and contains a fixed combustion appliance other than a gas cooker

...

(2) For the purposes of paragraph (1)(a), a bathroom or lavatory is to be treated as a room used as living accommodation.

63. As the boiler was present in the bathroom, which is defined as a room used as living accommodation, a carbon monoxide alarm was required to be equipped in the same.
64. Importantly, regulation 4 makes it clear that this duty extends throughout the period of occupancy under a tenancy, not just at the commencement of a tenancy. As such, even if a carbon monoxide is in place at a property at the commencement of a tenancy, this does not obviate the continuing duty of a landlord under regulation 4(1)(a).
65. In this case, having considered all of the evidence, in particular the invoice from the electricians dated 16 May 2023 and Gas Safe Certificate dated 29 July 2023 provided by the Applicants, the Tribunal accepts that there was, more likely than not, a carbon monoxide alarm present at the Property following the refurbishment of the Property in 2023. This, however, is not evidence that there was still a carbon monoxide alarm present in the bathroom of the Property when the Respondent inspected the same on 21 May 2024, prior to the issuing of the 2024 Remedial Notices. Nor is it evidence that the Applicants installed a carbon monoxide alarm at the Property following the issuing of the 2024 Remedial Notices.
66. Likewise, as the Respondent stated, the letter from Bansal's Plumbing & Heating confirming that a carbon monoxide alarm was present when the Property was inspected on 29 July 2024 does not aid the Applicants' case, as at that point the Respondent had already provided a carbon monoxide alarm on 15 July 2024.
67. The 2024 Remedial Notices were served following the Respondent's inspection of the Property on 21 May 2024. The Applicants were simply required to install a carbon monoxide alarm in the bathroom within 28 days beginning with the day on which those notices were served. The Applicants failed to provide any evidence that any carbon monoxide alarm was purchased and installed in the bathroom of the Property during that time period to either the Respondent in any written representations or to the Tribunal as part of their submissions for this appeal.
68. In respect of the two photographs provided by the Applicants in their written representations to the Respondent following the issuing of penalty charge notices on 19 July 2024, firstly, the Applicants stated that the photographs were taken following completion of the renovation works in May 2023; this would not refute there being no carbon monoxide alarm present in May 2024. Secondly, the Tribunal finds that the photograph of the carbon monoxide alarm on the boiler could not have been taken at that time, as it must have been taken following renovation works being completed to the external wall behind the boiler. Consequently, it is unclear when such photographs were taken.
69. As such, neither of these assist the Applicants in showing that they had complied with the 2024 Remedial Notice by installing a carbon monoxide alarm in the bathroom of the Property during the requisite time period detailed within the notice.
70. In the absence of any evidence showing that the Applicants complied with the 2024 Remedial Notices, the Tribunal accepts the evidence of the Respondent and finds that there was no carbon monoxide alarm present within the bathroom of the Property on 21 May 2024, nor on the inspection which took place on 9 July 2024 following the deadline given in the 2024 Remediation Notices. As a result, the Respondent was

required to take the remedial action itself under regulation 7 and was authorised to impose a penalty charge on each of the Applicants.

71. With regard to the other issues raised in the Applicants' grounds of appeal, as stated above, the Applicants have provided no evidence that they complied with the 2024 Remedial Notices, let alone that they complied with these "*early*". Any early compliance in relation to other hazards identified in the Respondent's letter of 15 March 2023 were irrelevant to the issuing of the 2024 Remedial Notices.
72. In addition, the Respondent has shown that they did consider the evidence provided by the Applicants, including the invoices and certificates provided, they simply found, as does the Tribunal, that such evidence did not assist the Applicants in showing that they had complied with the 2024 Remedial Notices.
73. In relation to any delay in reinspecting the Property for hazards, again, the Tribunal finds that this is not relevant to whether the Applicants complied with the 2024 Remedial Notices. No formal action, other than the issuing of the 2023 Remedial Notices (which were not pursued), was taken by the Respondent following the inspection of the Property in 2023. Following the inspection of the Property on 21 May 2024, the remedial notices were issued eight days later, so there was no delay.
74. Even if a carbon monoxide alarm had been present at the beginning of the tenancy which had, perhaps been removed or misplaced by the tenant by the time of the May 2024 inspection, this would not have obviated the duty of the Applicants under regulation 4(1)(a).
75. The Applicants have also failed to provide any evidence of any procedural unfairness. The Respondent appears to have been perfectly reasonable in its dealing with the Applicants and Applicants' representatives, even reminding the Applicants' Representative on the day prior to the deadline of the action required to be taken.
76. Consequently, the Tribunal finds that the decision to confirm the penalty charge notices on 6 September 2024 was not based on an error of fact, was not wrong in law and was not unreasonable for any other reason.
77. The Applicants have not in their grounds of appeal stated that the amounts of the penalty charges were unreasonable. The Tribunal, noting that the Respondent themselves reduced each penalty to £1,500 based on the totality principle, finds that the amount of the penalty charges is reasonable.
78. Accordingly, the Tribunal confirms both penalty charge notices.

Appeal Provisions

79. 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).

M K GANDHAM

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Judge Gandham