FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BB/HNB/2025/0731**
Properties	**:**	**6 Dell Close, London, E15 5NU**
Applicant	**:**	**Frederick Lacoutre**
Representative	**:**	**In person**
Respondent	**:**	**London Borough of Newham**
Representative	**:**	**Cosmas Eze (Environmental Health Officer)**
Type of Application	**:**	**Appeal against financial penalty: Sections 95 and 249A and Schedule 5 to the Housing Act 2004.**
Tribunal Members	**:**	**Judge Robert Latham** **Sue Couglin MCIEH**
Date and venue of Hearing	**:**	**19 October 2026** **at 10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**26 October 2026**

DECISION

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(1) The Tribunal grants the Applicant an extension of time for bringing this appeal.

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(2) The Tribunal allows the appeal and quashes the Financial Penalty of £5,000 which was imposed on 19 October 2021.

(3) The Tribunal makes no order in respect of the tribunal fees paid by the Applicant.

The Application

1. On 22 July 2025, the Applicant issued this appeal against a Financial Penalty of £5,000 imposed on him by the Respondent on 19 October 2021. His Ground of Appeal is that he did not receive the Financial Penalty Notice as he had changed his address. Indeed, he had returned to France. He states that he had notified the Respondent of his change of address, but they kept sending correspondence to his old address. He could not respond as these letters never reached him.

2. On 17 November 2025, the Tribunal set the matter down for mediation. However, this did not result in a settlement.

3. On 6 March 2026, the Tribunal gave Directions pursuant to which:

   (i) The Applicant has filed a Bundle of Documents (76 pages), references to which will be prefixed by "A.__");

   (ii) The Respondent has filed a Bundle of Documents (162 pages), references to which will be prefixed by "R.__").

The Hearing

4. The Applicant appeared in person. He is French. Since December 2018, he has lived in France. He is a banker and specialises in risk management. Whilst in London, he lived at Flat D, 133-135 Queens Crescent, NW5 4EG. Since he returned to France, he has let out this flat. He also is the buy-to-let landlord of the subject flat at 6 Dell Close, London, E15 5NU ("the Flat") and a flat at 89a Lyham Road, SW2 5DD. The Flat is a two bedroom flat in a purpose built block of flats owned by the Respondent. At all material times, Mr Lacouture has paid his service charges to the Respondent

5. The Respondent was represented by Mr Cosmas Eze, an Environmental Health Officer, in the Respondent's Private Housing and Environmental Health Team. He joined Newham on 11 May 2020. He is an enforcement officer. He had no involvement in the grant of the Selective Licence or of a compliance inspection on 4 February 2020.

6. The evidence adduced by both parties was far from satisfactory. The Tribunal was not provided with a full set of the correspondence between the parties. We must determine the case on the evidence before us.

7. Mr Lacouture took a casual approach to his duties as landlord. When asked if he had read the licence, his response was that he had made two copies. He had given one to the tenant and had filed the second. The licence expired on 28 February 2023. He did not apply to renew it until 13 April 2025.

8. Mr Eze took a strict view of the landlord's responsibility to notify the Respondent's Licencing Department of any change of address. The Tribunal asked him whether in a case like this where there were a series of letters which went unanswered, there might be a case for a little further checking in case there was a simple explanation for the failure to respond. His response was that the Respondent did not carry out any further checking.

9. Before issuing this application, the Applicant had utilised the Respondent's Complaints Procedure. The Respondent partially upheld his complaint and stated that in future, the Respondent would send documents by email in addition to the letters being sent out by post. Despite this, at the hearing the Respondent still did not have the Applicant's email address on their Uniform Database.

Extension of Time

10. Schedule 5 of the Housing Act 2004 ("the Act") does not specify the time within which any appeal must be brought. This is therefore governed by the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules"). Rule 27 requires any application to be brought within 28 days of the relevant decision. Rule 6(3)(a) gives this Tribunal a discretion to extend time.

11. The Applicant appeals against a decision dated 19 October 2021. The application was issued 22 July 2025. It is therefore hopelessly out of time. At the invitation of the Tribunal, the Applicant applied for an extension of time. Between 19 October 2021 and March 2025, the Applicant was unaware of the Financial Penalty that had been imposed on him. When he learnt of it, he sought to challenge it through the Respondent's internal complaints procedure. Mr Eze did not oppose the application. Given the background of this case, and having regard to the overriding objective in rule 3 of the Tribunal Rules, we are satisfied that an extension should be granted.

The Law

12. Section 95(2) of the Act creates an offence of failing to comply with any condition of a Selective Licence. Section 94(4) provides that it is a defence if the person had a reasonable excuse for failing to comply with the condition.

13. The offence in respect of which the Financial Penalty was imposed is:

"On or about 5th March 2021 being the licence holder of the property at 6 Dell Close Stratford London E13 3NU, you did fail to comply with conditions of the licence 18/02351/ HOSELE and therefore committed an offence under Section 95(2) of the Housing Act 2004."

14. In the recent decision of *Marigold v Wells* [2023] UKUT 33 (LC) ("*Marigold*"), Martin Rodger KC, the Deputy Chamber President, gave guidance on the approach that should be adopted by First-tier Tribunals when considering the defence of "reasonable excuse". He gave the decision of the Upper Tribunal, Tax and Chancery Chamber, in *Perrin v HMRC* [2018] UKUT 156 (TCC), as a useful example.

> "48. The Tribunal in Perrin concluded its decision with some helpful guidance to the FTT, much of which is equally applicable in the sphere of property management and licensing. At paragraph 81 it said this:
>
> > "81. When considering a "reasonable excuse" defence, therefore, in our view the FTT can usefully approach matters in the following way:
> >
> > (1) First, establish what facts the taxpayer asserts give rise to a reasonable excuse (this may include the belief, acts or omissions of the taxpayer or any other person, the taxpayer's own experience or relevant attributes, the situation of the taxpayer at any relevant time and any other relevant external facts).
> >
> > (2) Second, decide which of those facts are proven.
> >
> > (3) Third, decide whether, viewed objectively, those proven facts do indeed amount to an objectively reasonable excuse for the default and the time when that objectively reasonable excuse ceased. In doing so, it should take into account the experience and other relevant attributes of the taxpayer and the situation in which the taxpayer found himself at the relevant time or times. It might assist the FTT, in this context, to ask itself the question "was what the taxpayer did (or omitted to do or believed) objectively reasonable for this taxpayer in those circumstances?"
> >
> > (I have omitted a fourth step because it is referable to a specific provision of the Finance Act 2009 and has no equivalent in the 2004 Act).
>
> 49. The Tribunal then dealt with a particular point which is regularly encountered in HMO licensing cases and which therefore merits attention:

> "82. One situation that can sometimes cause difficulties is when the taxpayer's asserted reasonable excuse is purely that he/she did not know of the particular requirement that has been shown to have been breached. It is a much-cited aphorism that "ignorance of the law is no excuse", and on occasion this has been given as a reason why the defence of reasonable excuse cannot be available in such circumstances. We see no basis for this argument. Some requirements of the law are well-known, simple and straightforward but others are much less so. It will be a matter of judgment for the FTT in each case whether it was objectively reasonable for the particular taxpayer, in the circumstances of the case, to have been ignorant of the requirement in question, and for how long."

15. In *Tabassam v Manchester City Council* [2004] UKUT 93 (LC), Judge Elizabeth Cooke considered a defence of reasonable excuse in a case where the landlord had not received an improvement notice. The local housing authority had served it on the address which was recorded by the Land Registry. The landlady had failed to update the entry. The Tribunal found that the notice had been lawfully served. However, the Upper Tribunal was satisfied that the landlady had established a reasonable excuse. The Judge found that the landlord's error in failing to update her address at the Land Registry was "an error, but a very technical one that most people would have no idea they could commit". The FTT had acted irrationally in not finding that the landlady had a defence of reasonable excuse and that no financial penalty was payable. The Judge (at [34]) asked herself:

> "34. Does that make life impossible for a local housing authority? I do not think so. Service itself remains straightforward. But in a case like this where a series of communications went unanswered it may be worth a little further checking (not, as Mr Whatley put it, trawling through all their records) in case there is a simple explanation for the failure to respond."

16. In the current case, we frame Mr Lacouture's defence of reasonable excuse as follows:

(i) He believed that he had notified the Respondent of his change of address;

(ii) We must consider whether he honestly held this belief;

(iii) Thirdly, we must consider whether, viewed objectively, these proven facts do indeed amount to an objectively reasonable excuse for the default and the time when that objectively reasonable excuse ceased. In doing so, we should take into account the experience and other relevant attributes of the landlord and the situation in which the landlord found himself at the relevant

time. Was what the landlord believed objectively reasonable for this landlord in these circumstances?"

The Facts

17. On 16 February 2016, Mr Lacouture acquired the Flat at 6 Dell Close. On 11 May 2016, he registered his title at the Land Registry (R.122). He gave two addresses: "6 Dell Close, E15 3NU and Flat D, 133-135 Queens Crescent, NW5 4E". Mr Lacouture has never occupied the Flat. At the time, he was living at his flat in Queens Crescent.

18. Between 2016 and 2018, Mr Lacouture had two short terms lets of the Flat. He stated that he had been granted a licence under the Respondent's Selective Licensing Scheme.

19. On 22 January 2018, he applied to renew his licence. He completed the application online. At R.58-85, the Respondent provided a print-out from their website of the particulars relating to his application. This seems to be incomplete. For example, it does not specify the address of the property that is to be licenced. It seems that Mr Lacouture gave his address as "133-135 Queens Crescent" without the flat number. He also gave a business phone number. There is no record of an email address.

20. On 21 June 2018 (at R.86-101), the Respondent granted a licence for a period of five years (1 March 2018 to 28 February 2023). This was sent to Mr Lacouture at 133-135 Queen's Crescent, London, NW5 4EG. The Respondent relies on Condition 5 of the Licence (p.96):

> "The Licence Holder shall inform the Council's Property Licensing Team directly, in writing or by email, of the following within 28 days of the change occurring:
> a) Any change in the ownership or management of the property.
> b) Any change in address, email or telephone number for the licence holder."

21. On 6 June 2018, Mr Lacouture let the Flat to Milena Longo at a rent of £1,500 per month. The tenancy agreement is at A22-26. On 27 April 2023, he granted a further tenancy agreement (at A.27-31) at an increased rent of £1,750 per month. He gave his address in France as his address for the service of any notices. Mr Lacouture stated that the new tenancy had been granted online. Mr Lacouture rarely visited the flat. In 2024, he installed a new boiler. Ms Longo still occupies the Flat. She has paid her rent. There is no evidence that she has complained of her living conditions.

22. On 6 December 2018, Mr Lacouture returned to France. On 14 December, he notified the Respondent that he had moved through the MyNewham Portal

(see A.16). He registered a "General Inquiry". He gave his name, email address, phone number (the number which he had included on his application for the licence). The reason for the contact was "change of address". The following details were recorded:

> "Hello,
> I am a landlord and have moved to France temporary. Please change my address to122 Boulevard Paul Vaillant Couturier 94240 L'Hay les roses FRANCE
> Thank you
> Best regards
> Frederic Lacouture"

23. On 15 December 2018 (A.16), the Respondent sent Mr Lacouture an email in response:

> "Dear Mr Lacouture,
> Thank you for your email received by Customer Services on 14/12/2018. In order to proceed with your request, please can you provide the following information:
> - Service/Department your enquiry is regarding
> Please provide us with the above information via MyNewham using the 'My Newham Customer Enquiry' option quoting your enquiry reference number in order for us to proceed with your enquiry.
> Your enquiry reference number is ENQ3027270.
> Please remember to attach the enquiry reference when responding to us.
> Yours sincerely
> Customer Services Officer"

24. Mr Lacouture responded, by return, stating that this was intended for the "Leasehold Department". This email is not in the Bundles. Mr Lacouture stated that this email was sent to ensure that the service demands for the Flat were sent to him in France. The Leasehold Department have posted the service charge demands in France. They have not used his email address.

25. On 1 January 2021 (A.17), Mr Lacouture registered a further enquiry on MyNewham. The reason for the enquire was "change of address". The entry records:

> "Hello,
> I am a landlord living in FRANCE for the property 6 dell close E15 3NU London.
> Please could you change my correspondence address to 1 rue Pasteur 92340 Bourg la reine, FRANCE
> I am happy to receive mail electronically rather than paper version at Fred.Lacouture@gmail.com

Thank you
Best regards
Frederic Lacouture"

He again gave his phone number.

26. On 4 January 2021 (A.17), the Respondent sent an email in response:

"Dear Sir/Madam
Below are details of an enquiry raised online by you or on your behalf with London Borough of Newham Council on:01/01/2021 15:29. Please take this email as confirmation that your Enquiry has been received and will be processed in due course.
Details of your enquiry:
ENQUIRY REFERENCE: ENQ3790168
Please quote this number when contacting the Council.
Enquiry Date: 01/01/2021 15:29
Service: My Newham Customer Enquiry."

27. There is no evidence before the Tribunal of any further exchange of emails. Mr Lacouture stated that he thought that he had done sufficient to notify the Licensing Team of his change of address, Mr Eze responded that Condition 5 of the licence required a landlord to notify the Licensing Team directly of any change of address. The Licensing Team have no access to MyNewham. Any information provided to the Leasehold Department would be confidential to that department. Data Protection legislation would prevent this information from being shared.

28. Meanwhile, the Respondent's Licencing Team turned their attention to the Flat:

(i) On 19 December 2019 (R.102), the Team wrote to Mr Lacouture notifying him that they would be carrying out a Compliance Inspection;

(ii) On 4 February 2020, a member of the Team carried out an unannounced inspection. The officer was admitted by the tenant and formed the view that the Flat was being occupied as an HMO.

(iii) On 27 February 2020 (R.104), the Team wrote to Mr Lacouture suggesting that he had obtained the wrong type of licence. A number of documents were requested.

(iv) On 3 December 2020 (R.108), the Team sent a further letter requesting the information within 7 days.

(v) On 4 February 2021 (R.112), the Team sent a further letter requesting this information.

(vi) On 25 March 2021 (R.117), the Team sent a further letter requesting this information.

(vii) On 11 June 2021 (R.38), Mr Eze carried out a Land Registry check. This showed that his addresses were 6 Dell Close, E15 3NU and Flat D, 133-135 Queens Crescent, NW5 4E.

(viii) On 17 August 2021 (R.141), Mr Eze served the Notice of Intention to Issue a Financial Penalty in the sum of £5,000.

(ix) On 19 October 2021 (R.151), Mr Eze served the Final Notice imposing a Financial Penalty of £5,000.

29. The Respondent sent all these letters to Mr Lacouture at "133-135 Queen's Crescent, London, NW5 4EG". The Tribunal was surprised that the letters had not been sent to "Flat D, 133-135 Queen's Crescent" given that the Land Registry had identified his address as a flat. There are six flats at Queens Crescent which share a front door. Mr Eze stated that the Respondent always relies on the address that had been provided on the application for the licence. He did not consider whether there was any simple explanation for the Applicant's failure to respond to seven letters. He did not try contacting Mr Lacouture on the telephone number that he had provided in his application.

30. In March 2025, Mr Lacouture returned to London. He stated that he had not visited London in 2020 or 2021 because of Covid-19. He visited London in 2022, but did not go to either Queens Crescent or the Flat. He met the tenants from Queens Road for a coffee in Kings Cross. In 2024, he came to London to arrange for a new tenant to occupy his flat at 89a Lyham Road.

31. In March 2025, he went to the flat in Queens Crescent. He collected a quantity of correspondence addressed to him which had been gathering dust in the hallway. He stated that this was the first occasion on which he became aware of the Financial Penalty. He made contact with the Respondent and complained that he had not been aware of the Financial Penalty which had been imposed over three years previously. The Respondent declined to withdraw the Penalty.

32. On 2 April 2025, Mr Lacouture sought redress through the Respondent's Complaints Procedure. He wrote (A.18):

> "I am complaining about the £5,000 penalty I received for not having responded to the letters of the Private housing and environmental health team.

I moved out from the address where documents were sent in 2019 and I notified the Newham Council (see attached document as proof of evidence I didn't receive the letters and could not respond).

Apparently the leasehold department didn't communicate this information to the Property Licensing team which is very disappointing to me as they are both teams of the Newham Council. Don't they use the same portal with leaseholders addresses ?

I don't understand why the property licensing team didn't try to communicate with me by other channels (email, phone, Newham portal..), came to the rent property rent and asked the tenant to call me, or liaised with the leasehold department to check if the service charge was paid (which means mail is received) before issuing all these letters.

I have now sent all the requested documents to the property licensing team."

33. The complaint was not resolved at Stage 1. On 12 May 2025 (A.18), Mr Paul Mishkin, Private Sector Housing Operations Manager responded at the Stage 2 Review. The Complaint was partially upheld:

"An independent investigation into your complaint has concluded that your complaint has been partially upheld. The reason for partly upholding your complaint is because it is noted that there was no follow up correspondence to you via email, despite an email address being held for you. I can confirm that the address that was provided to the Leasehold Department was not passed to the Licensing team. I do however note that there was no instruction to notify the Licensing team in your email to the Leasehold Department. Furthermore your Property Licence makes clear that any change of address or other contact details must be notified to the Licensing team direct, that being a condition of the licence. Additionally, as we issue over 40,000 licences per scheme it is not feasible for us to carry out updated address searches every time we need to communicate with a licence holder.

<u>Actions</u>

As a result of this oversight staff will be instructed to send documents via email addresses (where already held on our systems) in addition to letters being sent out, and that reasonable searches should be made to ascertain if we hold email addresses on file. I will expect that this should prevent a similar issue occurring again, either to yourself or other Licence holders.

I am very sorry that we didn't meet the high standards expected in this instance, although I note that in legal terms the documents were

correctly served and a response was required as part of the conditions of the licence. The penalty notice itself therefore still stands"

34. The Respondent declined to cancel the Financial Penalty. In his evidence, Mr Lacouture accepted that in his email of 15 December 2018, he had directed his change of address to the Leasehold Department. However, the Respondent seems to accept that it failed to follow up their email of 4 January 2021 to clarify the department to which this enquiry had been directed.

The Tribunal's Determination

35. The Tribunal is satisfied that Mr Lacouture has established a defence of "reasonable excuse". There are three matters that we need to consider. First, Mr Lacouture states that he believed that he had notified the Respondent of his change of address. Secondly, we are satisfied that he held this belief.

36. Thirdly, we must consider whether, viewed objectively, this does amount to a reasonable excuse for the default and the time when that objectively reasonable excuse ceased. In doing so, we should take into account the experience and other relevant attributes of the landlord and the situation in which he found himself at the relevant time. Was what Mr Lacouture believed objectively reasonable having regard to all relevant circumstances?

37. We accept that Mr Lacouture only became aware of the Financial Penalty in March 2025. He then took reasonable steps to contact the Respondent and to regularise the licencing of the Flat.

38. The Respondent has decided to operate its "MyNewham" portal. We are satisfied that it is not unreasonable for a landlord to believe that any information provided relating to their contact address would be shared between departments. Mr Lacouture would not be aware of the Data Protection legislation which would prevent such information being shared between departments. He would not be aware of the provisions of section 237 of the Act which restricts the information sharing to housing benefit and council tax records.

39. On the other hand, we are satisfied that Mr Lacouture took an unduly casual approach to his responsibilities as landlord. When asked if he had read the licence, his response was that he had made two copies. He had given one to the tenant and had filed the second. The licence lapsed on 28 February 2023. He did not apply to renew it until 13 April 2025. The licence required him to inspect the Flat at least every 6 months. He did not do so. He did not keep up to date with his obligations as landlord. No smoke detectors had been fitted.

40. However, there can be no suggestion that Mr Lacouture was acting in bad faith. He had notified the Respondent's Leasehold Department of his address

in France and was regularly paying his service charges in respect of the Flat. His tenant had his French address as his point of contact.

41. There are two further factors that we take into account. In response to his MyNewham enquiry of 14 December 2018, the Respondent had asked him to clarify the department to which the enquiry was directed. There was no such request for clarification in response to his MyNewham enquiry of 1 January 2021.

42. Secondly, we are satisfied that the Respondent could, and should, have considered whether there might be a simple explanation for Mr Lacouture's failure to respond to a total of seven letters. Mr Eze could have telephoned him. The Respondent could have made inquiries from Ms Longo, the tenant. Despite the fact that the Land Registry recorded Mr Lacouture's address as Flat D, 133-135 Queen's Crescent, Mr Eze did not include "Flat D" in the address that he used. When letters are delivered to a communal hallway in a block of six flats, there is an inevitable danger that mail will not go to the correct flat, if the flat is not specified. Perhaps surprisingly, this correspondence was still in the communal hallway some years after it was sent.

43. Taking all these factors into account, we are satisfied that Mr Lacouture's belief that he had notified the Respondent of his change of address does amount objectively to a reasonable excuse.

Refund of Fees

44. Mr Lacouture has paid tribunal fees of £338. He has had to travel from France for this appeal and arrange hotel accommodation. He made no application for a refund of these fees. He recognised that he had brought these proceedings on himself. With the benefit of hindsight, he accepted that he should have directly notified the Respondent's Licencing Team. He should have acted with greater care. We give him credit for the approach that he has taken.

Judge Robert Latham
26 October 2026

RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.