



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

**Case reference** : **BIR/00CQ/HIN/2022/0005**

**Property** : **22 Astley Avenue, Coventry, CV6 6EY**

**Applicant** : **David Leather (1)  
Sam Gaskin (2)  
Antony Thompson (3)  
Judith Holmes – Colenbrander (4)  
Andaine Limited (5)**

**As partners in Datan Estates**

**Respondent** : **Coventry City Council**

**Type of application** : **Appeal against an Improvement Notice  
under paragraph 10(1) of Schedule 1 to  
the Housing Act 2004**

**Tribunal members** : **Judge C Payne (Chair)  
Mr R Chumley-Roberts MCIEH, J.P**

**Date and place of  
hearing** : **14 July 2022  
(Inspection and Virtual Hearing)**

**Date of decision** : **11 October 2022**

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**DECISION**

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## **Decision Summary**

The Tribunal determines that:

1. The Respondent is entitled to serve an Improvement Notice
2. The Improvement Notice is varied to be served on Mr David Leather and the Official Receiver only.
3. The Schedule to the Improvement Notice is varied in accordance with the table at paragraph 53 of this Decision.

## **Background**

4. The Property is a terraced house with a living room, kitchen/dining room and bathroom on the ground floor and two bedrooms on the first floor. There is a garden to the rear.
5. The Applicants, who trade as a Partnership under the name Datan Estates, entered into an Option Agreement with the Freeholder of the Property, Mr John Anthony Martin, on 21 November 2009. The Option Agreement was varied in 2013 to extend the term of the Option Agreement to 21 November 2021. The Option Period ran from 21 November 2009 to 21 November 2021.
6. Under the Option Agreement, the Applicants were responsible for all payments related to the Property and the upkeep of the Property during the Option Period. The Applicants were also permitted under the Option Agreement to grant a tenancy of the Property to a third party.
7. The Option Agreement gave the Applicants the option to buy the Property during the Option Period. At the end of the Option Period, if the Applicants had not chosen to purchase the Property, then the Option Agreement would come to an end, terminating the Applicants interest in and responsibility for the Property. There was no obligation for the Property to be vacant at the time it was handed back at the end of the Option Period.
8. In 2015, the freeholder, Mr Martin, was declared bankrupt and Mr Elliot Harry Green was appointed as his Trustee in Bankruptcy.
9. On 2 March 2017, the Applicants granted an Assured Shorthold Tenancy of the Property to Ms Angela Stokes, which was renewed a number of times. Ms Stokes then remained in occupation of the property at the end of the term of the last renewal and has had a monthly periodic tenancy of the property since March 2021.
10. On 26 April 2021, the Respondent received a complaint from Ms Stokes regarding the condition of the Property. At that point, the Applicants were in control of the property, receiving the rent and responsible for maintaining it under the Option Agreement.

11. Further to an inspection of the Property, Ms Claire Riley, Principal Environmental Health Officer, on 26 July 2021, served a Requisition for Information Notice on Mr Leather, which he returned on 1 August 2021 confirming that rent was paid to the Applicants at that time.
12. On 12 August 2021, the decision having been made by the Applicants not to purchase the Property, Mr Leather wrote to the freeholder's Trustee in Bankruptcy, Mr Green, advising him that the Applicants would like to make arrangements to hand back the Property.
13. Mr Green responded on 9 September 2021 to say that he was due to be released as the Trustee imminently and had issued his final account. Therefore, any matters relating to the handover of the Property in November 2021, would revert to the Official Receiver upon his release. On the same day, Mr Green called Ms Riley of the Respondent advising her that the Property would revert back to the Official Receiver from 15 September 2021. He followed up on 10 September 2021 by emailing Ms Riley a draft Notice of Disclaimer. The date on the notice was incomplete and, to the best knowledge of the parties, Mr Green has never taken the action to finalise the Notice of Disclaimer by dating it and serving it on all the relevant parties. Where there may have at some point been an intention of Mr Green to disclaim the Property, it has not been disclaimed at this time.
14. In September 2021, as the Applicants were starting to wind up their Partnership activities, which included closing the Partnership bank account. Mr Leather arranged for the rent to be paid into his personal bank account for the last few months of the Option Period before the Property was handed back. Mr Leather undertook the day-to-day management of the Property throughout the Option Period, so it made sense for him to keep control of the rent and outgoings through his account.
15. There being no willingness on the part of Mr Martin, Mr Green or the Official Receiver to take responsibility for the Property at the end of the Option Period, Mr Leather felt he was left in a very difficult position with a moral, rather than legal, obligation to Ms Stokes, to whom he and the other Applicants had granted a tenancy.
16. Mr Leather unilaterally determined that he would continue to collect rent from Ms Stokes into his personal bank account. Prior to 21 November 2021, he held the rent he collected in his account on trust for the Applicants and used those funds to pay for outgoings in relation to the Property, including any maintenance, with any profits shared between the Applicants.
17. After 21 November 2021 passed, without any other party willing to actively take over responsibility for the Property, Ms Stokes' rent continued to be paid into Mr Leather's account. Mr Leather continued to accept that rent and concluded that he is holding the rent collected after the Option Period ended on 21 November 2021 on Trust for either Mr Martin or the Official Receiver. A separate account of these funds has been kept by Mr Leather and was provided to the Tribunal.

18. Mr Leather has continued to actively manage the Property after 21 November 2021. He unilaterally decided to use some of the rent money he has collected after 21 November 2021 to make ongoing mortgage and insurance payments, and for an emergency boiler repair at the property in January 2022. He accepts other work is needed at the Property, but feels he is unable to undertake any general maintenance work as he has no authority at present to undertake any work at the Property and no authorisation to deduct the cost of undertaking work from the rent he is holding on trust and is being given no instructions.
19. n 16 December 2021 the Respondent's Benefits Team confirmed to Ms Riley that Ms Stokes' Housing Benefit payments were still being made to Mr Leather's personal account. Initially the payments were paid to Mr Leather to hold on behalf of Datan Estates. Therefore, they were listed on the Respondent's system as being paid to Datan Estates. When the 21 November 2021 passed, Mr Leather continued to collect the rent into his account, but on trust for the Official Receiver. The Respondent's records were not updated as the bank account details remained the same. Consequently, it appeared to the Respondent that the Datan Estates partnership were still receiving rent on 16 December 2021.
20. On 2 February 2022, the Respondent served an Improvement Notice on the Applicants in their capacity as partners in Datan Estates. Copies of the Improvement Notices were provided to the Tribunal. In the Improvement Notice, the Respondent identified one Category 1 Hazard and seven Category 2 Hazards requiring prompt remedial work. Details of the hazards identified by the Respondent during visits to the Property are contained in Schedule 1 of the Improvement Notice and the remedial action required is prescribed in Schedule 2.
21. On 28 February 2022, the Applicants made an application to the Tribunal to appeal the Improvement Notice on the basis that they were not the appropriate parties to be served with the Notice as the Option Period had come to an end on 21 November 2021.
22. Mr Leather has continued his efforts to hand the property back to the Official Receiver, who appears reluctant to take responsibility for it. He has made them aware of the Improvement Notice. He has been providing information about the Property's value and equity to the Official Receiver to assist them in deciding whether to take the Property back or release it to Mr Martin or his lender. No decision has been made by the Official Receiver at the time of the hearing.
23. There is no dispute between the parties as to the facts of the case. Both seek clarification of who the Notice of Improvement should be addressed to and confirmation of the content of the Notice of Improvement from the Tribunal.

## **Inspection**

24. The Tribunal inspected the Property on the morning of 14 July 2022. No one attended the inspection on behalf of the Applicants. Mr Leather joined the Virtual Hearing later in the day as the Applicants' representative. Ms Riley and Mr Adrian

Chowns of the Respondent attended both the inspection and the hearing. Ms Stokes, the tenant, was present for the inspection only.

## **The Law**

25. The Respondent is responsible, under statute, for the operation of a regime designed to evaluate potential risks to health and safety from deficiencies in dwellings, and to enforce compliance with the standards required. The scheme is called the Housing Health and Safety Rating System (“HHSRS”). It is set up in the Housing Act 2004 (“the Act”), supplemented by the Housing Health and Safety Rating System (England) Regulations 2005 (“the Regulations”).

26. The scheme set out in the Act is as follows:

(a) Section 1 (1) provides for a system of assessing the condition of residential dwellings and for that system to be used in the enforcement of housing standards in relation to such premises. The system (which is the HHSRS system) operates by reference to the existence of Category 1 or Category 2 hazards on residential premises.

(b) Section 2 (1) defines a Category 1 hazard as one which achieves a numerical score under a prescribed method of calculating the seriousness of a hazard. A Category 2 hazard is one that does not score highly enough to be a Category 1 hazard. The scoring system is explained later.

(c) "Hazard" means 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.

27. Under section 9(1)(b) of the Act, the local authority is required to have regard to the HHSRS guidance when carrying out their functions in relation to improvement notices, prohibition orders or hazard awareness notices.

28. The HHSRS Enforcement Guidance at paragraph 5.4 states: -

*An improvement notice under section 11 or 12 of the Act is a possible response to a category 1 or a category 2 hazard. Under section 11, action must as a minimum remove the category 1 hazard but may extend beyond this. For example, an authority may wish to ensure that a category 1 hazard is not likely to reoccur within 12 months, or is reduced to category 2, or both. Such work would need to be reasonable in relation to the hazard and it might be unreasonable to require work which goes considerably beyond what is necessary to remove a hazard.*

29. Section 4 of the Act provides the procedure to be followed by a local authority before commencing any enforcement action. If the local authority becomes aware that it would be appropriate for any property to be inspected with a view to determining whether a hazard exists, it must carry out an inspection for that purpose.

30. The right to carry out the inspection is derived from section 239 of the Act. This section gives the local authority a power of entry for the purposes of carrying out a section 4 inspection. The inspector must have been properly authorised to carry out that inspection, and (in sub-section 5), the authorised officer must have given at least 24 hours' notice of his (her) intention to inspect to the owner (if known) and the occupier (if any).

31. Section 5(1) of the Act provides that

“If a local authority consider that a category 1 hazard exists on any residential premises, they have a duty to take the appropriate enforcement action in relation to the hazard”.

32. Section 5(2) says that the appropriate enforcement action means whichever of the following courses of action is indicated. Those courses of action are:

**(a) Improvement notice**

- (b) Prohibition order
- (c) Hazard awareness notice
- (d) Emergency remedial action
- (e) Emergency prohibition order
- (f) Demolition order
- (g) Declaration of a clearance area

33. Section 5(3) of the Act says that if only one course of action within Section 5(2) is available to the authority in relation to the hazard, they must take that course of action. Section 5(4) says that if two or more courses of action within subsection (2) are available to the authority in relation to the hazard, they must take the course of action which they consider to be the most appropriate of those available to them.

34. Section 11 of the Act sets out the duty of the Respondent to serve notice and states the following: -

*(1) If—*

*(a) the local housing authority are satisfied that a category 1 hazard exists on any residential premises, and*

*(b) no management order is in force in relation to the premises under Chapter 1 or 2 of Part 4,*

*then serving an improvement notice under this section in respect of the hazard is a course of action available to the authority in relation to the hazard for the purposes of section 5 (category 1 hazards: general duty to take enforcement action).*

*(2) An improvement notice under this section is a notice requiring the person on whom it is served to take such remedial action in respect of the hazard concerned as is specified in the notice in accordance with subsections (3) to (5) and section 13.*

*(3) The notice may require remedial action to be taken in relation to the following premises—*

*(a) if the residential premises on which the hazard exists are a dwelling or HMO which is not a flat, it may require such action to be taken in relation to the dwelling or HMO;*

*(b)if those premises are one or more flats, it may require such action to be taken in relation to the building containing the flat or flats (or any part of the building) or any external common parts;*

*(c)if those premises are the common parts of a building containing one or more flats, it may require such action to be taken in relation to the building (or any part of the building) or any external common parts.*

*Paragraphs (b) and (c) are subject to subsection (4).*

*(4)The notice may not, by virtue of subsection (3)(b) or (c), require any remedial action to be taken in relation to any part of the building or its external common parts that is not included in any residential premises on which the hazard exists, unless the authority are satisfied—*

*(a)that the deficiency from which the hazard arises is situated there, and*

*(b)that it is necessary for the action to be so taken in order to protect the health or safety of any actual or potential occupiers of one or more of the flats.*

*(5)The remedial action required to be taken by the notice —*

*(a)must, as a minimum, be such as to ensure that the hazard ceases to be a category 1 hazard; but*

*(b)may extend beyond such action.*

*(6)An improvement notice under this section may relate to more than one category 1 hazard on the same premises or in the same building containing one or more flats.*

*(7)The operation of an improvement notice under this section may be suspended in accordance with section 14.*

*(8)In this Part “remedial action”, in relation to a hazard, means action (whether in the form of carrying out works or otherwise) which, in the opinion of the local housing authority, will remove or reduce the hazard.*

35. Section 12 of the Act sets out the powers of the Respondent to serve notice and states the following: -

*(1)If—*

*(a)the local housing authority are satisfied that a category 2 hazard exists on any residential premises, and*

*(b)no management order is in force in relation to the premises under Chapter 1 or 2 of Part 4,*

*the authority may serve an improvement notice under this section in respect of the hazard.*

*(2)An improvement notice under this section is a notice requiring the person on whom it is served to take such remedial action in respect of the hazard concerned as is specified in the notice in accordance with subsection (3) and section 13.*

*(3)Subsections (3) and (4) of section 11 apply to an improvement notice under this section as they apply to one under that section.*

*(4)An improvement notice under this section may relate to more than one category 2 hazard on the same premises or in the same building containing one or more flats.*

*(5)An improvement notice under this section may be combined in one document with a notice under section 11 where they require remedial action to be taken in relation to the same premises.*

*(6)The operation of an improvement notice under this section may be suspended in accordance with section 14.*

36. Paragraph 2 of Schedule 1 of the Act states: -

*2(1)This paragraph applies where the specified premises in the case of an improvement notice are—*

*(a)a dwelling which is not licensed under Part 3 of this Act, or  
(b)an HMO which is not licensed under Part 2 or 3 of this Act,  
and which (in either case) is not a flat.*

*(2)The local housing authority must serve the notice—*

*(a)(in the case of a dwelling) on the **person having control** of the dwelling;*

*(b)(in the case of an HMO) either on the person having control of the HMO or on the person managing it.*

37. Section 263 of the Act defines ‘person having control as follows:-

*263 (1)In this Act “person having control”, in relation to premises, **means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.***

*(2)In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.*

38. Paragraph 10 of Schedule 1 of the Act states: -

*(1)The person on whom an improvement notice is served may appeal to the appropriate tribunal against the notice.*

*(2)Paragraphs 11 and 12 set out two specific grounds on which an appeal may be made under this paragraph, but they do not affect the generality of sub-paragraph (1).*

39. Paragraph 11 of Schedule 1 of the Act states: -

*(1)An appeal may be made by a person under paragraph 10 on the ground that one or more other persons, as an owner or owners of the specified premises, ought to—*

*(a)take the action concerned, or*

*(b)pay the whole or part of the cost of taking that action.*

*(2)Where the grounds on which an appeal is made under paragraph 10 consist of or include the ground mentioned in sub-paragraph (1), the appellant must serve a copy of his notice of appeal on the other person or persons concerned.*

40. Paragraph 12 of Schedule 1 of the Act states: -

*(1)An appeal may be made by a person under paragraph 10 on the ground that one of the courses of action mentioned in sub-paragraph (2) is the best course of action in relation to the hazard in respect of which the notice was served.*

*(2)The courses of action are—*

*(a)making a prohibition order under section 20 or 21 of this Act;*



(b) *servicing a hazard awareness notice under section 28 or 29 of this Act; and*  
(c) *making a demolition order under section 265 of the Housing Act 1985 (c. 68).*

41. Under paragraph 15 (3) of Schedule 1 of the Act a tribunal may by order, confirm, quash or vary an improvement notice.

## **Decision**

42. The questions for the Tribunal to answer in respect of this appeal are: -

- (a) Is the Respondent entitled to serve an Improvement Notice?
- (b) Has the notice been served on the correct party?
- (c) Does the Tribunal confirm, quash or vary the Improvement Notice?

*Is the Respondent Entitled to serve an Improvement Notice?*

43. Sections 11 and 12 of the Act entitle the Respondent to serve an Improvement Notice where they are satisfied a Category 1 or Category 2 Hazard exists at the Property. The HHSRS Enforcement Guidance also confirms that the issue of an Improvement Notice is an appropriate response to the presence of category 1 or Category 2 hazards at a property.

44. The Respondent is satisfied that there are hazards present at the Property. The hazards identified are set out in detail in the Schedule to the Improvement Notice. The Applicants do not contest that works are required to remedy the hazards identified.

45. Given the serious nature of the range of hazards identified during the inspection, the Tribunal considered that the issue of an Improvement Notice is a proportionate and reasonable action for the Respondent to take.

*Has the notice been served on the correct party?*

46. Paragraph 2(2)(a) of Schedule 1 of the Act requires that the Improvement Notice be served on the person having control of the dwelling. Section 263 (1) of the Act states that “*person having control*”, in relation to premises, **means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.**

47. Mr Leather is currently receiving the rent for the Property in full into his personal bank account. Mr Leather is dealing directly with the tenant, arranging for emergency repairs to be undertaken, for insurance to be maintained and for the mortgage payments to be paid. The other partners in Datan Estates are not receiving the rent, or entitled to receive any rent, and have no further involvement with the Property. As such, Mr Leather alone of the Datan Estates partners would

be considered to be a 'person having control' within the definition at s263 of the Act after 21 November 2021.

48. However, Mr Leather is collecting the rent as an agent for the Official Receiver and holding it on Trust for them. The Official Receiver currently has the right to authorise works to the Property to address the hazards identified in the Improvement Notice. Therefore, the Official Receiver is also in receiving the rent, via M Leather as its agent, at this time and, until such time as they make a decision as to whether or not to disclaim the Property, is also a 'person having control' for the purposes of the Act.
49. On that basis, the Tribunal determines that the Improvement Notice should be varied to be addressed to Mr Leather and the Official Receiver as the persons in control of the Property.

*Variation of the Schedules to the Improvement Notice*

50. The Improvement Notice was served under sections 11 and 12 of the Act, as it contained details of one Category 1 Hazard and seven Category 2 Hazards. The Tribunal determined, as a result of the information provided by the parties and the observations made during the inspection that, the Schedules should be varied.
51. During its inspection, the Tribunal noted that one of the Category 2 Hazards (Hazard Profile 9 - Uncombusted Fuel Gas) had been remedied by Mr Leather as he has had the gas fire in the ground floor front room disconnected from the gas supply since the Respondent's inspections, so it was no longer in use. As the house is provided with a satisfactory full gas fired "wet" central heating system, powered by a boiler in the first-floor rear bedroom, the Respondent confirmed that they were happy with this arrangement. Therefore, the Tribunal determined that this item be removed from the revised Improvement Notice.
52. During the inspection the Tribunal noted the condition of the staircase in the property, which the Respondent considered a Category 1 Hazard under the hazard profile 21 -Falling on Stairs etc. The stairway is situated between the front and rear rooms and rises from the left party wall towards the right party wall. The Tribunal determined that the likelihood of an occurrence resulting in harm (to an occupier etc.) in the use of this stairway, over the next 12 months was 1 in 56. They further determined that there was no reason to alter the harm outcomes (classes 1 – 4) from those in the national averages. This produces a hazard score of 699 corresponding to Band D. Accordingly, the Tribunal determines that the hazard profile 21 Falling on Stairs etc. is a Category 2 Hazard and not Category 1 Hazard.
53. The amendments determined at paragraphs 51 and 52 above, along with further minor amendments determined by the Tribunal, are set out in the table below. The column on the right of the table sets out the amendment that is required and the reason the Tribunal has reached that conclusion to determine and order that variation of the Improvement Notice.

Hazard	Deficiencies	Remedial Action	Changes
Falls associated with stairs etc.	There is no handrail to the front wall of the staircase and only approximately half of the rear wall has balustrade acting as a handrail.	A handrail must be provided on the front wall of the stairway, the handrail should be sited 900mm to 1000mm measured from the top of the handrail to the pitch line of the stair nosing's or floor of the landing. The handrail should be shaped so that it is easy to grip and extend the full length of the stair flight.	Change from Cat 1 to Cat 2 hazard
Fire	<p>Lack of a mains wired fire alarm system.</p> <p>No escape windows from the first-floor bedrooms and an open plan layout with no doors between the kitchen and the bedroom doors, the staircase, the lounge, or the front and rear exit doors. Therefore, no safe means of escape from the bedrooms.</p> <p>Loose electrical socket in the kitchen.</p>	<p>Provide and fit a grade D1, LD2 fire alarm system throughout the property complying with the requirements of BS5839. On completion of work provide a certificate demonstrating the system complies with the requirements of BS5839.</p> <p>Provide an escape window in the front and rear bedrooms. These should have an unobstructed openable area that is at least 0.33 square meters and have a minimum 450mm height and 450mm width. The bottom of the openable area should not be more than 1.1 meters above the floor. Provide a Building Regulation or FENSA certificate on completion.</p> <p>See Electrical Hazards below.</p>	The handle to the inside surface of the rear exit door was secure. Reference to this to be removed from the notice.
Food Safety	<p>Gap present between the work surface and adjacent tiling around the sink. Allowing leakage of water.</p> <p>Tiling missing to the boxing in at the corner abutting the sink.</p>	<p>Remove sealant between kitchen work surface around the sink and adjacent wall. Seal joints between work surface and tiled splash back with waterproof sealant. The sealant must be smoothly applied and be capable of being hygienically cleaned.</p> <p>Provide ceramic tiling to "boxing in" on wall adjacent to the sink. Grout and leave in a condition that it can be suitably cleaned.</p>	The cupboard to the left of the door to the bathroom, had been removed prior to the tribunal's inspection. Reference to this to be removed from the Notice.

	<p>Laminate edging strip missing from work surface facing the living room.</p> <p>Absence of a sealant between the wall tiling and the work surface present to the left-hand side of the door to the bathroom.</p> <p>Kitchen floor covering is uneven.</p> <p>The laminate to the kitchen cupboard carcasses and doors were missing in several areas.</p>	<p>Provide and fit laminate strip to the edge of this work surface. Ensure the work surface can be thoroughly cleaned on completion.</p> <p>Seal joints between this work surface and the adjacent tiled splash back with waterproof sealant. The sealant must be smoothly applied and be capable of being hygienically cleaned.</p> <p>Lift floor covering and undertake suitable works to ensure that the structural floor surface is level and is not a trip hazard.</p> <p>Replace all kitchen cupboard carcasses and doors that have missing laminate surfaces.</p>	
<p>Personal Hygiene, Sanitation and Drainage.</p>	<p>Bathroom floorcovering was dirty and stained on its underside and cannot be kept hygienically clean.</p> <p>Holes are present in the bath where the handles to the bath were previously present. These have been poorly sealed with sanitary sealant.</p> <p>A limited number of ceramic wall tiles around the bath have been poorly grouted.</p> <p>Absence of a suitable extractor fan in the bathroom.</p>	<p>Remove the dirty and stained floor covering. Cover the floor with a new suitable floor covering to form a smooth impervious floor surface. Seal around the edges of the floor covering to prevent water gaining access under the new floor covering.</p> <p>Take out and replace the bath connecting up to the existing services and seal against the existing splash back with sanitary sealant. Provide and fit new bath panel.</p> <p>Remove poorly applied grout and sealant to the tiles around the bath. Provide new grout to this tiling to ensure the tiling is properly sealed and capable of being suitably cleaned.</p> <p>Adapt and extend the existing electrical installation as necessary to provide and install a suitable mechanical extract fan, capable of an intermittent operation with an extraction rate of at least 15 litres per second (minimum 3 air changes per hour) in accordance with manufacturer's instructions.</p>	<p>References to wall tiling otherwise than around the bath, to be removed from the Notice.</p> <p>References to the absence of a seat to the water closet to be removed from the notice. This is not the landlord's responsibility under section 11 of the Landlord and Tenant Act 1985.</p>

	<p>The soil pipe and other pipework serving the water closet pan have been subject to poor quality tape repairs. There is a possibility of a water leak(s) resulting from these.</p> <p>The handles and lock/latch to the bathroom door were missing/inoperative.</p> <p>Grate missing from wastewater gully present externally, by the kitchen window.</p>	<p>New extraction unit to be provided with a new switched fused spur. On completion test and leave in proper working order.</p> <p>Renew the poorly repaired pipework serving the water closet pan.</p> <p>Provide and fix handles to both sides of the bathroom door along with integral lock/latch mechanism. Test and leave in proper working order.</p> <p>Replace missing grate to the gully.</p>	
<p><b>Damp and Mould Growth</b></p>	<p>Damp plaster to the base of the left-hand side of the chimney breast, in the ground floor rear room.</p> <p>Absence of a suitable extractor fan in the bathroom.</p> <p>Gap present between the work surface and adjacent tiling around the sink. Allowing leakage of water.</p> <p>Tiling missing to the boxing in at the corner abutting the sink.</p> <p>Sink waste pipe disconnected from the underside of the sink allowing wastewater to drain into the base unit.</p> <p>There was evidence of salts being present and disruption</p>	<p>Engage the services of a suitably qualified damp specialist to investigate the cause of and provide remedial recommendations for, the dampness to the plaster on the chimney breast. Provide a copy of their report to the Council. Employ a suitably qualified and experienced contractor to undertake and complete all the recommended works.</p> <p>See Personal Hygiene, Sanitation and Drainage, above.</p> <p>See Food Safety above.</p> <p>See Food Safety above.</p> <p>Reconnect the waste pipe to the underside of the sink (or renew the trap to the waste pipe complete). Test and leave in proper working order.</p> <p>Engage the services of a suitably qualified damp</p>	

	<p>to the plaster by the left-hand reveal to the kitchen window opening.</p> <p>A limited number of ceramic wall tiles around the bath have been poorly grouted.</p> <p>Damp plaster to the base of the rear wall (partition wall with the kitchen) in the ground floor rear room (dining room) possibly due to the leak from the kitchen sink.</p> <p>Damp staining present on the ceiling at the top of the stairway. This is indicative of a roof leak (which may be active or inactive).</p>	<p>specialist to investigate the cause of and provide remedial recommendations for, the disrupted and salts affected plaster by the window reveal. Provide a copy of their report to the Council. Employ a suitably qualified and experienced contractor to undertake and complete all the recommended works.</p> <p>See Personal Hygiene, Sanitation and Drainage, above.</p> <p>Engage the services of a suitably qualified damp specialist to investigate the cause of and provide remedial recommendations for, the dampness to the plaster at the base of the rear wall in the ground floor rear room. Provide a copy of their report to the Council. Employ a suitably qualified and experienced contractor to undertake and complete all the recommended works.</p> <p>Investigate the cause of the staining to the ceiling surface at the top of the stairway. If there is an active leakage of water establish its cause and undertake all works necessary to cure the leakage and prevent a recurrence. In any event, apply stain block to the stained area of ceiling surface and decorate the affected ceiling section.</p>	
Domestic Hygiene, Pests and Refuse	Cracked ceiling plaster above the work surface in the kitchen resulting from a previous leakage of water from the boiler located in the rear bedroom, above	Take down the cracked ceiling section and trim plasterwork to receive new ceiling plasterwork. Denail joists and prepare as necessary. Provide and fix new plasterboard ceiling section. Scrim joints between board sections and replaster, skimming smooth/flush with adjacent areas. Redecorate new ceiling section to match the existing.	The reference to the cracked plaster work to the ceiling, at the bay in the ground floor front room, to be removed from the notice as it is not relevant to this hazard profile. There was no evidence of pest activity as

			a result of the defect at the time of the Tribunal's inspection.
Electrical Hazards	<p>The double electrical socket under the kitchen work surface (by the partition wall with the bathroom) was disconnected from the wall surface.</p> <p>The electrical light fitting present in the bathroom appears to be of an incorrect design for the zone in which it is present, in the bathroom.</p>	<p>Secure the electrical socket to the adjacent wall surface and ensure all cabling serving it, is suitably Test and leave in full working order protected.</p> <p>Engage the services of a suitably qualified electrician to inspect the light fitting, to determine whether it is suitable for operation in this zone of the bathroom. If this fitting is unsuitable, then replace it with one of the correct design. Test and leave any new fitting in proper working order.</p>	References to two other "broken" electrical sockets (at the top of the stairway and by the chimney breast in the dining room) to be removed from the Notice, as the defects present were minor and cosmetic in nature.
Uncombusted Fuel Gas			This hazard no longer exists as it has been remedied by the disconnection of the gas fire in the ground floor front room. Item to be removed from the Notice.

## Appeal

54. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Payne  
Chair  
First-tier Tribunal (Property Chamber)