FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00HE/HMV/2020/0002
Property	**:**	Dunvegan, Quenchwell Road, Carnon Downs, Truro, Cornwall, TR3 6LN
Applicant	**:**	Robert Henderson
Respondent	**:**	Cornwall Council
Representative	**:**	Kingsley Keat (Senior Lawyer)
Type of Application	**:**	Appeal against a decision to vary an HMO Licence Housing Act 2004 (the Act) Paragraph 34 of Schedule 5
Tribunal Members	**:**	Judge C A Rai (Chairman) Robert Brown FRICS Chartered Surveyor
Date and venue of Hearing	**:**	30 September 2020 CVP Digital Hearing
Date of Decision	**:**	19 October 2020

DECISION

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1. The Tribunal dismisses the Applicant's appeal against the Variation of the HMO Licence dated 11 December 2018 for the Property and confirms the variation of the Licence for a House in Multiple Occupation (HMO) Licence Number HL20_000037 (Variation 1) dated 22 May 2020. [Page 362].

Background

2. The Applicant appealed against the decision made by the Respondent to vary the HMO licence dated 11 December 2018 for Dunvegan, Quenchwell Road, Carnon Downs, Truro, Cornwall. TR3 6LN, (the Property).

3. The Tribunal issued Directions, dated 30 June 2020, which identified that the Applicant had appealed because the Property was referred to as being operated as a bedsit-type HMO rather than a shared house type HMO in the second Notice of proposed Variation of the HMO Licence dated 16 April 2020. Cornwall Council, the Respondent, had concluded that the existing fire precautions were inadequate. That Notice of Variation proposed the removal of condition 3 and its replacement with a new condition 3. The Applicant was required to carry out specified works to the Property within four months of the date of the Notice.

4. Initially the Tribunal directed that the application could be determined on the written submissions of the parties and without an internal inspection of the Property.

5. The parties were directed to exchange electronically written statements with copies of the documents on which each intended to rely.

6. The Applicant was required to prepare the Hearing Bundle and to send that single electronic bundle to the Tribunal It was directed that both parties may include representations relating to costs and fees.

7. Subsequently it was decided that the parties could make oral representations which would be heard at a video hearing prior to the Tribunal determining the appeal.

Hearing

8. A Cloud Video Platform Hearing. (CVP), was held starting at 10.00 a.m. on 30 September 2020. Both the Applicant and the Respondent's Representative were unable to join that hearing and subsequently the Tribunal Digital Support Officer facilitated both parties joining the Hearing by telephone only.

9. The Applicant, Mr Henderson presented his own case and Mr Keat, from the Legal Services department of the Respondent, presented the Respondent's case.

10. Before the Hearing, the Respondent had notified the Tribunal that Mr Walker, an Environmental Health Officer employed by the Respondent, was unable to attend the hearing because he was unwell.

11. The Bundle referred to throughout this decision is the Hearing Bundle sent to the Tribunal's office by the Applicant in an electronic form and all references to page number references in square brackets in this decision are to the numbered pages in that Bundle.

The Applicant's Case

12. Mr Henderson told the Tribunal that he had applied for a licence for the Property based on its actual condition in 2018. The application was dealt with by Mr Walker with whom he had spoken by telephone and corresponded by email. Mr Henderson confirmed that he had told Mr Walker that the Property was let as a shared house and referred to their email exchanges. [Pages 29 to 32].

13. An email dated 29 October 2018 from Mr Walker to him contained several questions about the Property. There is no written evidence how he replied to those questions. Mr Henderson said he had responded to Mr Walker on the telephone and that his email, dated 2 November 2018, to Mr Walker refers to that conversation.

14. The Tribunal noted that the email refers to an area marked as reception/living room which he stated ".....is in fact a large central hall area. The kitchen/dining room is the main communal area". The email stated that Mr Henderson advertised for tenants through "studentpad" and "spareroom.com" and lets rooms to individual tenants. He also stated "...As discussed 8 tenants is fine". Mr Henderson said that the kitchen was huge, and that six people could sit around the kitchen table.

15. The HMO licence dated 11 December 2018 granted by the Respondent, [Page 250], licenced the Property for occupation by not more than 8 persons forming 7 households. It contained three conditions, one of which required the removal of all furniture, combustible items and ignition sources from the ground floor central hallway and its maintenance in a "fire sterile" condition. It also stated that the licence holder is required to maintain the condition of the fixed electrical installation throughout the course of the licence.

16. At the Hearing, the Applicant was reticent as to the maximum number of people he anticipated might occupy the Property at any one time. He claimed not to remember how many occupiers he had referred to in this application. Mr Keat suggested that he had applied for a licence for nine occupiers.

17. The email referred to in paragraph 12 above implicitly confirmed this. Mr Keat said that Mr Walker had explained to the Applicant that the maximum number of occupiers permitted, before additional bathroom facilities would be required, was eight.

18. When pressed to comment upon the proposed number of occupiers Mr Henderson suggested that someone else at Cornwall Council had advised him to apply for the maximum possible number of occupiers. However, he said he did not intend to let to nine occupiers but wanted the flexibility to let at least one of the rooms, not necessarily always the same room, as a double room.

19. During the Hearing, the Respondent confirmed that there had been no physical inspection of the Property prior to the issue of the HMO Licence. Mr Walker had carried out a "desktop" assessment of the Property which prompted him to ask the Applicant several questions, including those about the terms of the tenants' occupation of their respective rooms.

20. Mr Walker first inspection of the Property was on 27 February 2020. A copy of his inspection sheet is contained in the Bundle, [Pages 256 – 315].

21. Mr Walker, in an email dated 16 March 2020 to the Applicant, stated "In the main the property was in good order, however several breaches of the HMO Management Regulations were noted in relation to the maintenance of the building and also the fire precautions were deemed inadequate. A HMO Management Regulations letter and a proposal to vary your HMO licence are therefore attached". [Page 316].

22. Mr Walker sent the Applicant a letter dated 16 March 2020, with which he enclosed the proposed varied HMO Licence. [Page 320].

23. The Notice of Proposed Variation proposed the deletion of condition 3 and a reduction in occupancy to 7 persons. The reason given was that the former condition 3 was no longer applicable. "The property was inspected on the 27 March 2020* whereby it was ascertained that the property operated as a "bedsit type" HMO rather than a "shared house" type HMO as was formerly believed in line with the LACORS fire safety guidance definitions. The existing fire precautions are inadequate and require improvement to meet standards. Doors are a mix of timber doors with relatively thin panels or braced timber doors that do not afford the requisite 30 minutes fire resisting construction. The fire alarm does not provide the requisite coverage throughout the premises. The rear final exits doors are fitted with key operable lcoks." (sic). *[The date referred to was incorrect. The inspection took place on 27 February 2020 which date is correctly shown on the inspection sheet].

24. Separately it was suggested that the cooking facilities were only suitable for a maximum of seven occupiers and if the Applicant wanted to let to an eighth person, he would need to reconnect the Agar (sic) range cooker. [Page 322]. The Applicant was given until 31 March 2020 to comment.

25. Further conditions were added to the Licence relating to the installation of defined risk appropriate fire precautions at the Property which included: -

    1. The installation of a Grade D1LD1 fire alarm in accordance with British Standard 5839 to provide interlinked mains wired detection throughout the property to all seven bedrooms the hallways and landings and the kitchen.
    2. The installation of FD30S fire doors to all bedrooms and the kitchen.

3. Fire doors and frames needed to be fitted with intumescent strips and flexible smoke seals at the sides and top of doors and the frames. Hinges need to be of non-combustible material which would not melt below 800C. Non-key operable locks need to be fitted and the fire doors needed to be effectively self-closing by means of an automatic device.
4. The installation of non-key operable locks to all doors leading to the exterior of the property.

26. A timescale of four months was imposed for compliance with the conditions.

27. Subsequently and following an exchange of correspondence by email Mr Henderson disputed the description of the Property. He said that the occupants, (currently 3), live as one household and share all facilities. He said that he always retained one room for occupation by himself or a member of his family. He said that the interlinked mains fire alarm system was suitable for this type of accommodation. He also stated that he would argue that the existing bedroom doors would afford adequate fire protection to the corridor. [Page 341].

28. Mr Walker responded by email dated 16 April 2020. He disagreed that the property is a shared house and stated that the occupants each had individual contracts and there was no communal living room. The responsibility for finding tenants was with the landlord, (the Applicant), and the occupiers did not have full jurisdiction over the entire property. It was conceded that if the agar (sic) was relit, tested, and certified the level of amenity would be suitable for occupation by eight persons.

29. A second proposal to vary the HMO was sent to Mr Henderson on 16 April 2020. The difference between this proposal and the earlier proposal was that the second Proposed Variation Notice stated:- "Cornwall Council has decided that the house is reasonably suitable for occupation by not more than the maximum of **8** persons forming **7** households." The Applicant was required to make any representations by 4 May 2020.

30. The Applicant does not accept the accuracy of the description of the Property because he said he considered that it was a reclassification of the Property as bedsit type accommodation. He maintains that the Property is more akin to a shared house than bedsits. He says the distinction is important because of the LACORS guidance distinguishing between the two types of HMO accommodation in terms of its recommendations. The reclassification by the Respondent of the property as bedsit accommodation has resulted in his being required to make improvements which were not required when the Property was first licenced. He said that nothing within the Property has changed so he does not accept that the Respondent should be able to reclassify the Property as bedsit accommodation when previously it had accepted that it was appropriately described as a shared house.

31. It was established at the Hearing that the Applicant never produced a copy of any tenancy agreement to the Respondent. The Applicant suggested that copies are now available at the Property. Mr Henderson said he originally used "lodger agreements", which retained his ownership rights, as he, or a member of his family had always occupied at least one bedroom within the Property. He said that he now intended to let the rooms on Assured Shorthold Tenancies (AST's) as he is no longer resident at the Property. He currently lives in the adjacent annexe and therefore has no need to restrict the tenants' rights. He told the Tribunal that he was advised by Cornwall Landlords Association to issue AST's. He said that there were two occupants when the Property was inspected by the Respondent but that there are currently five. Two tenants occupy rooms on the first floor and three occupy rooms on the ground floor.

32. The Applicant stressed to the Tribunal that he is keen to maintain the Property in a safe condition. He told the Tribunal and Mr Keat that he considers the existing fire alarm to be safe. He said that he intends to install solid bedroom doors and said that these will be fire compliant. However, he has misgivings about the bedroom doors having closers although he accepted that there should be a closer on the kitchen door.

33. Mr Henderson said that tenants make individual applications to rent rooms in the house and are interviewed by the other current occupiers as well as by him. Mr Keat asked him about the letting procedure and established that his recent interview of a prospective tenant, which had been carried out by telephone or video call, took no more than thirty minutes. Mr Keat asked if it was a personality test as well as an assessment of suitability to join the house. Mr Henderson replied that everyone currently resident at the Property must approve the next tenant.

34. In response to further questions from Mr Keat, Mr Henderson said that he had used lodger type agreements until now because until he had completed the annexe, (a separate building next to the Property), he needed to occupy rooms within the Property. Now this is no longer necessary, he is content to give the occupiers of rooms within the Property additional rights. He said he knows all his lodgers quite well. He knows what they do but he does not claim to be "their friend". He suggested that the most recent tenant was made aware of the Polish tenant's vulnerabilities but accepted that he should be discrete in terms of what he reveals regarding the health and circumstances of individual tenants.

35. Mr Henderson confirmed that he had carried out his own fire risk assessment. He suggested that the central issue for the Tribunal to determine is if the house should be classified as a shared house or a bedsit type of HMO. He does not believe that the Respondent has a defined policy which explains or distinguishes between the two different types of accommodation. He talked about "grey areas". He believes that both he and other landlords do not know which houses are classified as shared houses and which are bedsit type accommodation.

He said he has student houses with locks on the doors and a shared kitchen, but these are classified as shared house type accommodation and not bedsits. This is despite one student subletting a room.

36. Mr Henderson suggested that it should be possible for Cornwall Council to adopt a formulaic approach. Although Mr Walker has confirmed that the Property should be described as bedsit type accommodation there is no set definition of what that is within Cornwall Council's guidance.

37. Mr Keat accepted that there are grey areas when applying definitions to any property. LACORS recommends that every property is assessed on its own merits. He referred the Tribunal to pages 43 – 52 of the LACORS guidance. It is not possible to apply definitive rules to the interpretation of the LACORS guidance. In applying that guidance, Mr Walker had concluded that the Property was more in keeping with the description of bedsit type accommodation than a shared house. He was entitled to reach that conclusion.

38. Mr Henderson referred to Page 30 of the LACORS guidance. He believes that the Respondent has moved the "goal posts". There was no consistency in its assessment when the Property was first licenced and when it was inspected by Mr Walker. The parties discussed the letting arrangements again and Mr Henderson repeated his assertion that the Respondent had applied different criteria before proposing to vary the HMO licence.

39. Mr Keat suggested that Mr Henderson did not even recollect what occupancy he had applied for. Therefore, he doubted the sincerity of the suggestion that he would be prejudiced by the proposed variation of the HMO licence.

40. In response Mr Henderson stated that the variation requires the categorisation of the rooms in occupancy terms and removes flexibility as to how he lets them. [He did not answer the questions put to him but raised other questions even asking to question Mr Brown of the Tribunal].

41. Mr Keat suggested that the current variation proposed a limit of eight occupiers and asked if Mr Henderson accepted that a higher number of occupiers increased the risk to those occupiers in the event of a fire. Mr Henderson refused to accept that. He says he is the manager, and his obligations include appropriate management of the common areas.

42. It was established by the Tribunal, following questions addressed to Mr Henderson, that the individual letting agreements identified the rooms to which each relate. Tribunal Member Mr Brown stated that LACORS guidance identified categories of occupiers who might be more at risk and Mr Henderson acknowledged that some occupiers may be a higher risk but that this would be the same in or outside of the house.

43. It was not clear as to whether there is an actual dispute regarding the works necessary to comply with the Respondents variation of the HMO Licence and in response to a direct question about whether he accepted that the identified works would have to be carried out Mr Henderson said he would embrace the works but objects to the minutiae which he expressed a wish to "develop and negotiate".

44. The Applicant said he had offered to install solid core doors and an interlinked fire alarm system in each bedroom. He said he would fireproof the doors but does not wish to accept the definition of the Property as bedsit type accommodation. His solution to the installation of the fire doors seemed to be an attempt to adjust the adjust the recommendation because he wanted to fire proof solid doors rather than install doors which are designed to be fire proofed to the stated standard.

45. It was confirmed at the Hearing that prior to the grant of the HMO licence, the central hallway had previously been used as a communal area but that it was a condition of the grant of the licence that all furnishings and impediments to it being a thoroughfare were removed.

46. Mr Keat referred the Tribunal and the Applicant back to the case study, D7 in the LACORS guidance. [Page 213]. He said that Mr Henderson appeared to be disputing the relevance of the LACORS guidance in its application to the Property. He is not prepared to accept the requirement for self-closing bedroom doors but has said he has said that he has no difficulty with the requirement to put intumescent strips – "smoke seals" on the bedroom doors.

47. Mr Keat asked Mr Henderson if he had taken advice from a professional regarding fire safety. He appeared not to have done so. He said that the bedroom doors are original and are close fitting and substantial. He said he had now agreed to replace the upper floor bedroom doors. He is in the process of completing certain works. Mr Keat asked if he understood why self-closures are required on the bedroom doors. He explained that if a fire started in a bedroom and the occupant fled and failed to close the door the fire could spread quickly. Self-closures will slow the spread and protect the means of escape for longer. In explaining why that mattered, Mr Keat said it is essential to allow a means of escape to be protected for up to 30 minutes. The self-closures assist by containing any fire behind the fire door.

48. Mr Henderson does not accept that the bedrooms pose a fire risk. He said that the bedrooms contain no cooking facilities nor are these used for cooking. The Tribunal suggested to him that the wiring in the entire property was estimated to be thirty years old. [See the Electrical Installation Condition Report Pages 127-137]. He did not comment but said until now he had not been required to install a fire door.

49. When questioned by Mr Keat, Mr Henderson had nothing to add save that he still maintained that nothing had changed and therefore claimed not to understand why he was now required to carry out works when these were not required when the HMO licence was granted. He suggested that he is transparent and not obstructive. He believes that Mr Walker could and perhaps should have compromised on his requirements. He maintained that the definition of the Property as bedsit type accommodation is the problem.

50. When challenged directly by Tribunal Member Mr Brown as to whether he would comply he again expressed his fundamental objection to the definition of the house as bedsit type accommodation but said he was "mostly" compliant.

51. In response to a further question from the Tribunal Mr Henderson admitted he has no experience or qualification as a fire safety consultant.

52. Mr Henderson told the Tribunal that he will comply with the Respondent's requirements. He said what he is seeking, is a clear statement from Cornwall Council as to the difference between a shared house and bedsit type accommodation. He said he would carry out the required works but suggested retaining the existing fire alarm system. He repeated, that all he was arguing about is the definition, the smoke seals, and the door closures. He is planning scheduled works over the next weeks and said that he intends to change doors and has already replaced some. He will put on closures and smoke seals however he continues to dispute that the Property can be classified as bedsit type accommodation.

The Respondent's Case

53. The current HMO Licence is valid for a period of 5 years unless subsequently varied or revoked by the Respondent. Mr Keat confirmed that the Licence attaches to the Property so remains in place irrespective of any change in ownership. It is therefore impossible for the Respondent to rely upon any undertaking from the Applicant regarding the number of occupiers. Such an undertaking would not bind a successor.

54. Mr Keat referred to Mr Walker's witness statement dated 20 July 2020, [Pages 150 – 160] which explained the reasons for his decision to vary the HMO licence for the Property.

55. In that statement Mr Walker identified that private rented houses in multiple occupation require enforcement of minimum safety standards, by the Respondent. Any premises accommodating five or more unrelated persons are subject to mandatory licencing requirements. Fire Safety is a key legally enforceable standard.

56. He also sought to clarify the confusion that he believed to have arisen out of the terminology of a bedsit type HMO in the LACORS fire safety guidance.

57. He stressed that the HMO licence granted in December 2018 was granted in reliance upon the information provided by the Applicant with the application and subsequently confirmed and clarified by the Applicant. He had concluded, based on that information, that the Property was let in a manner attributable to a shared house. Following his inspection of the Property on 27 February 2020 he audited the fire precautions and concluded that the communal living facilities, on which the definition of a shared house is reliant, were basic. He referred to a centrally located four-seater wooden table within the kitchen as a temporary space to eat rather than a communal space for up to eight people to congregate.

58. In a shared house all the tenants would have exclusive possession, collectively of all parts of the house. That is not the case with this Property in which the tenants or lodgers rent bedrooms and share the kitchen and bathrooms. Therefore, he could no longer classify the Property as a shared house.

59. The two tenants who were in occupation at the time of his visit had portable electrical appliances including televisions and computers within their respective bedrooms.

60. Furthermore, no evidence has been provided that the tenants are known to each other and rent collectively. The LACORS guidance suggest that tenants in occupation of a shared house will generally have a single tenancy agreement. In the case of this property each tenant will rent a room and sign a separate agreement with the landlord.

61. For all of these reasons and in reliance on the LACORS guidance which envisages that a bedsit type HMO will have tenants who rent independently and for different periods of time, so will be less likely to form an independent cohesive unit and will therefore occupy their rooms independently, and in a manner likely to result in a heightened fire safety risk. They are likely to eat at different times and less likely to know the whereabouts of their fellow occupiers or if and when visitors are present in the Property.

62. The current occupation group does not possess the identified characteristics of a single household. [Paragraph 36 of Page 213].

63. Whatever the nuances and interpretations and arguments surrounding the definitions in the LACORS guidance the Respondent has decided, as it is entitled to do, that it requires improvements to the fire safety within the Property. The Applicant has accepted that he is the responsible person both as manager and owner of the Property.

64. Mr Keat suggested that the Respondent is clear as to its requirements as stated in the variation of the licence, and therefore he did not accept there is any room for further negotiation.

The Law

61. Paragraph 32 of Schedule 5 of the Housing Act 2004 sets out the right of a licence holder or any relevant person to appeal to this Tribunal against a decision of a local housing authority to vary or revoke a licence.

62. The Applicant appealed to this Tribunal within the period referred to in paragraph 33 which is 28 days from the date specified in the Notice of Variation.

63. Paragraph 34 states that an appeal is to be by way of a rehearing but may be determined having regard to matters of which the authority was unaware.

64. The Tribunal may confirm reverse or vary the decision of the local housing authority.

65. **The Licencing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 SI 2018 No.221** came into force on 1 September 2018. This Order changed and widened the definition of an HMO and may have been a catalyst for Mr Henderson's application for an HMO Licence for the Property.

Reasons for the Decision

66. This Tribunal is satisfied that the Applicant submitted his appeal against the variation to the notice of variation of the HMO licence for the Property in accordance with the Act.

67. However, the grounds for his appeal primarily refers to the description of the Property in the Notice of Variation which stated that the Property is more akin to bedsit type accommodation than a shared house.

68. The Applicants' complaint about this description is founded on his assertion that nothing at the Property has changed since the grant of the HMO licence in December 2018. That may be correct in terms of the physical condition of the Property. However, the significance of the "revised" description resulted in the Environmental Health Officer, Mr Walker reassessing the Property in terms of fire safety.

69. The Respondent granted the HMO licence in 2018, in reliance on the information it received from the Applicant and on a desk top survey. It had not inspected the Property.

70. When Mr Walker inspected the Property in March 2020 he assessed the fire precautions and fire safety and concluded, for a number of reasons, all of which the Respondent has set out and explained in its statement, that the fire safety precautions were inadequate.

71. Although it is apparent that the Mr Walker reached that conclusion having inspected the property, and spoken to one of the two occupiers who occupied rooms within the Property at the time of his visit, there is no evidence that the nature of the letting agreements was any different

from those used by the Applicant prior to and at the time the HMO Licence was issued.

72. The Applicant has never let the Property on a collective tenancy. Throughout the period of the HMO licence his "tenants" entered individual agreements with him for the occupation of their rooms and were entitled to share the use of the kitchen, bathrooms, internal areas, and the gardens.

73. The LACORS guidance, suggests a methodology for assessing what fire safety measures may be adequate in HMO's and the parties agree there are differences between what is recommended for shared houses and bedsit type accommodation. Mr Keat explained that in bedsit type accommodation it is more likely that occupiers will know less about each other's movements and will spend time in their respective rooms. In a shared house, occupiers will perhaps congregate in the kitchens and sitting rooms and share meals and food preparation.

74. The Applicant insists that the occupiers do share chores and household goods. However, the only available internal communal space within the Property is the kitchen. He described the kitchen as huge but the table apparently seats six so it would be impossible for all occupiers to share a meal in the kitchen if the Property was let to eight or nine tenants. In fact, Mr Walker suggested that the table would only seat four. [See paragraph 57 above.]

75. A primary fire safety requirement, in bedsit type accommodation, is to ensure that in the event of a fire starting within a room the escape route could be kept secure for 30 minutes. For that reason, fire doors to the kitchen and each individual bedroom are required as well as unobstructed common parts, accessible external doors, and self-closing internal doors. Both versions of the Notice of Variation addressed all these matters.

76. The Applicant has suggested that, rather than accept that he is obliged to carry out the required works within the designated timescale he should be allowed to negotiate. His reasoning is that the Property has been licenced for some time, and that the interaction of his occupiers reduced the risks identified**.** He was also reluctant to accept that fire-proofing the existing original doors may not comply with the recommendations. He appeared resistant the requirement to install self-closures and smoke seals on the bedroom doors although he did not fully explain his reasons.

77. The Respondent, having inspected the Property, decided that the fire safety precautions must be improved and identified other improvements some of which the Applicant has accepted and may already have carried out.

78. The Tribunal has concluded that it is irrelevant that the Property is essentially in the same condition as it was when the HMO Licence was granted. What is relevant is that the Notice of Variation identified that the current fire precautions are inadequate and itemised the works that

are required to be undertaken to ensure that the Property is compliant with the Respondents fire safety requirements. The suggestion made by the Applicant, that he has been prejudiced because the Respondent has "moved the goal posts" is neither helpful nor correct. When the HMO Licence was granted the Respondent had taken account of the information available to it at that time. When the Respondent inspected the Property it was better able to assess if the Property was safe and concluded, by relying upon the LACORS guidance, and applying it to the actual layout of the Property and the terms of its occupation, that the fire safety requirements were inadequate.

79. The LACORS guidance identifies that some occupiers will fall into categories which make them more vulnerable to fire safety risk. The Tribunal determines it is not relevant, as suggested by the Applicant, that such vulnerability exposes the occupant to the same level of risk whether the occupant is inside or outside of the Property.

80. The Respondent relies upon the LACORS guidance to assist it in ensuring the maintenance of minimum fire safety standards in Houses in Multiple Occupation. The Notice of Variation sets out its requirements to ensure that the Property complies with these minimum standards. Disagreement about the categorisation of the Property as bedsit type accommodation or a shared house should not influence its assessment about fire safety.

81. The Applicant is aware that the wiring in the Property is 30 years old. This was revealed in the certification he provided to the Respondent. It is essential that he should comply fully with the Respondent's recommendations set out in the Notice of Variation. By so doing he will be complying only with the minimum fire safety standards recommended by LACORS and enforced by the Respondent. It is unacceptable for him to suggest that he can negotiate if he will fully comply.

82. For all those reasons, the Tribunal confirms the Variation to the HMO for the Property as set out in the second proposal to vary the HMO licence dated 16 April 2020. [Page 345]. The Notice of Variation referred to a timescale for completion of "4 months from the issue date of this varied licence". That four-month period will run from the date of this Decision.

Judge C A Rai

Appeals

1. In accordance with Section 11 of the Tribunals, Courts and Enforcement Act 2007 and rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the Applicant/Respondent may make a further application for permission to appeal to the Upper

Tribunal (Lands Chamber). Such application must be made no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission to appeal.

2. Where possible, you should send your further application for permission to appeal by email to Lands@justice.gov.uk, as this will enable the Upper Tribunal (Lands Chamber) to deal with it more efficiently.

3. Alternatively, the Upper Tribunal (Lands Chamber) may be contacted at: 5th Floor, Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL (tel: 020 7612 9710).