



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

Case reference : **LON/00AG/HNA/2021/0045**

Property : **35-37 William Road, London NW1 3ER**

Applicant : **Global 100 Ltd**

Representative : **Kelly Owen Ltd**

Respondent : **London Borough of Camden**

Type of application : **Appeal against a financial penalty -
Section 249A & Schedule 13A to the Housing
Act 2004**

Tribunal members : **Judge Nicol
Ms R Kershaw**

**Date and venue of
hearing** : **17th March 2022
By video conference**

Date of decision : **21st March 2022**

DECISION

The Tribunal confirms the penalties imposed by the Respondent on the Applicant:

- **£20,000 for failing to obtain an HMO licence, contrary to section 72(1) of the Housing Act 2004;**
- **£5,000 for failing to ensure that all means of escape from fire were kept free from obstruction, contrary to reg.4(1)(a) of the Management of Houses in Multiple Occupation (England) Regulations 2006; and**
- **£5,000 for failing to ensure that any roof or balcony was made safe or to take all reasonable measures to prevent access to it, contrary to reg.4(5)(a) of the same regulations.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The local authority Respondent has sought to impose the following financial penalties on the Applicant:
 - £20,000 for failing to obtain an HMO licence, contrary to section 72(1) of the Housing Act 2004;
 - £5,000 for failing to ensure that all means of escape from fire were kept free from obstruction, contrary to reg.4(1)(a) of the Management of Houses in Multiple Occupation (England) Regulations 2006; and
 - £5,000 for failing to ensure that any roof or balcony was made safe or to take all reasonable measures to prevent access to it, contrary to reg.4(5)(a) of the same regulations.
2. The final penalty notices were served on 16th July 2021. The Applicant appealed to this Tribunal on 13th August 2021.
3. The Applicant's appeal was heard by the Tribunal by video conference on 17th March 2021. The attendees were:
 - Mr Anthony Owen, from the Applicant's solicitors, Kelly Owen Ltd
 - Mr David Mold, counsel for the Respondent
 - Ms Judith Harris, Principal Environmental Health Officer
 - Mr Jack Kane, also from the Respondent.
4. The Tribunal had the following documents, filed and served in accordance with the Tribunal's directions issued on 18th November 2021 and amended on 16th December 2021:
 - Applicant's Bundle, 47 pages;
 - Respondent's Bundle, 552 pages;
 - Respondent's Supplementary Bundle, 21 pages; and
 - Skeleton Arguments from both Mr Mold and Mr Owen.
5. The Applicant's Grounds of Appeal may be summarised as follows:
 - (a) The Applicant does not control or manage the subject property within the meaning of the Act in that they receive license fees from the occupants, not a "rack rent", and they are not the owner or a lessee of the property so they do not "manage" it.
 - (b) The occupation of the living accommodation is not the only use of that accommodation in that they are guardians of the property and, therefore, the property is not an HMO as defined in section 254(2)(d) of the 2004 Act.
 - (c) The Applicant has a defence of reasonable excuse under section 72(5) of the 2004 Act in that they believed each floor of the subject property would be regarded as a separate self-contained unit and so outside the HMO provisions.

- (d) In relation to the penalty for keeping means of escape free from obstruction, the offending articles were left by the occupants in breach of their license agreements and, in any event, they did not obstruct the wide corridors and stairways.
- (e) In relation to the roof/balcony, there was no evidence that the door to the roof space was open or used by the occupants.
6. The first three arguments were also run by the Applicant in defending an application brought by some of the occupants for Rent Repayment Orders: *Global 100 Ltd v Jiminez* LON/00AG/HMF/2021/0042. The Tribunal rejected all three arguments and made RROs.
7. The Applicant sought to appeal to the Upper Tribunal. They were granted permission in respect of the second issue. The Upper Tribunal dismissed the appeal: *Global 100 Ltd v Jiminez* [2022] UKUT 50 (LC).
8. The current Tribunal is, of course, bound by the Upper Tribunal's decision. The First Tier Tribunal decision is not binding but it is persuasive, not least because it involves the same property and the same Applicant.
9. Further, there is no factual dispute – the Applicant brought no witnesses and Mr Owen stated he did not need to cross-examine the Respondent's principal witness, Ms Harris, on her witness statement dated 14th January 2022. The previous Tribunal set out the factual background:
4. The history is briefly as follows: Euston One Limited is the registered owner of 35-37 William Road, London NW1 3ER ("The Building") which was the former Addison Lee Building.
5. By an agreement dated 20th November 2019 between Global Guardians, signed by Global Guardians Management Ltd ("GGM") and Euston One Ltd, possession of the building was handed over to GGM so as to install property guardians in the building. The agreement allows for £3700 to be paid to Euston One for an unspecified term. The building is managed by Global 100 Limited ("G100") on behalf of GGM. The agreement allows a licence to be granted to G100.
6. The Respondent granted licence agreements to the Applicants as follows:
7. On 5th June 2020 Carlos Reguero Jimenez ("the 1st Applicant") was granted a licence by G100 for the 3rd floor flat. On 4th June 2020 Ruben Fernandez Sanchez ("the 2nd Applicant") was granted a licence by G100 for the 3rd floor flat.
8. Sometime in August 2020 Alejandro Ventura Morales ("the 3rd Applicant") moved into the flat with the consent of G100 who granted him a licence on 3rd September 2020.
9. Each of the licence agreements have the logo and name "*Global Guardians*" at the top of each page of their agreements. This

mirrors the logo and name that appears at the top of each page of the management agreement between GGM and Euston One Ltd.

10. The flat was let unfurnished to the Applicants and they installed a washing machine, cooker, living room furniture as well as mattresses. At the time they moved in the lift was not working and they had to carry the furniture up 3 flights of stairs. The lift remained out of commission for around 3 months.
 11. At the time the 1st and 2nd Applicants moved in, there was a lot of IT equipment installed in the property, such that one of the bedrooms was not habitable. One of the Applicants occupied a bedroom, and the other occupied the living area. When the 3rd Applicant joined them, he shared the living room with the 1st Applicant. The Respondent promised at the outset of the licence that they would remove the IT equipment from the flat. When this was not done, the Applicants emailed the Respondent on numerous occasions about this. When that failed they asked that the rent be reduced. When this too was refused, the Applicants went to the Camden Council (“the Council”) to ask for assistance.
 12. The Council visited the building on 26th November 2020 when they found between 10-12 “*tenants living in the property*” and confirmed that the property was being occupied as an HMO.
 13. Following the Council’s intervention, The Respondent reduced the Applicants’ monthly charge to £1100 from November 2020. The flat was vacated by 28th December 2020.
10. The Respondent has had since 8th December 2015 a borough-wide additional HMO licensing scheme requiring all HMOs to be licensed. The Applicant accepts that the subject property came within the scheme at all material times, subject to the points made in the grounds of appeal. The Applicant eventually applied for a licence on 15th January 2021.
 11. The Respondent has produced its own policy statement on enforcement in relation to the Private Sector Housing Service, following the Government’s Guidance for Local Housing Authorities on Civil Penalties under the Housing and Planning Act 2016. In accordance with that policy, on 20th April 2021 the Respondent served notices of intent to impose financial penalties on the Applicant of £20,000 for the failure to licence and £10,000 for each of the breaches of the management regulations.
 12. By email dated 3rd June 2021 Mr Owen made representations to the Respondent on behalf of the Applicant. He made much the same points as those in the grounds of appeal but also argued that the amounts were excessive. When the final notices were issued on 16th July 2021 the amount of the penalties for each of the breaches of the management regulations was reduced to £5,000.

13. Mr Owen submitted that the Applicant does not manage the subject property within the meaning of the 2004 Act in that the Applicant is not the owner or a lessee of the property as required in the opening words of section 263(3). Mr Mold sought to argue that the Applicant is a sub-lessee of GGM whose agreement with Euston One should be seen as a lease with exclusive possession. However, it is far from clear that GGM has exclusive possession while the Applicant bears the hallmarks of GGM's agent rather than a sub-lessee.
14. However, it is not necessary to determine the precise interest in the property owned by GGM or the Applicant, if any, because Mr Owen's submission fails due to the closing words of section 263(3). They clearly state that "person managing" includes persons who receive rents or other payments as agent or trustee. The opening words might appear to limit the "person managing" to owners or lessees but the closing words would be deprived of meaning on that basis.
15. The Applicant receives payments from the occupants/guardians of the property on behalf of both GGM and Euston One. At the very least, they are the agents of GGM and trustee of a portion of the money for Euston One. Therefore, in the Tribunal's opinion, they satisfy the definition of a "person managing" the property for the purposes of all 3 offences.
16. Mr Owen further argued that the Applicant was not in control of the building within the meaning of the 2004 Act because they did not receive a rack-rent for the property. He argued that the property was not let but rather that there was a guardian arrangement for the protection of the property. The licence fees paid by the occupants/guardians were well short of a commercial rent. There are 3 problems with his argument:
 - (a) He adduced no evidence in support of his arguments, whether as to the guardian arrangement or the rental value of the property.
 - (b) The rack-rent is defined as not less than two-thirds of the full net annual value. In the absence of any valuation evidence, there is no reason to think that the amounts received at the moment do not represent the value of the building. A building of its type in its location would normally be expected to achieve a higher rent but there may be any number of reasons why this particular building cannot achieve that, which may well be the same reasons Euston One use guardians rather than seeking a commercial tenant.
 - (c) The definition extends to those who would receive the rack-rent if the property were let at a rack-rent. At present, the Applicant receives such rent or licence fees as are payable and so appear to be in that position.
17. Therefore, the Tribunal is satisfied that the Applicant satisfies the definition under the 2004 Act of a person in control of the property.
18. Mr Owen pointed out that the Upper Tribunal's decision may well be subject to an appeal and that, in addition, there is an extant appeal to the Upper Tribunal in another case, *Global 100 Ltd v Cannam*

LON00AT/HNA/2021/0021, in which Judge Latham granted permission to appeal on all 3 grounds raised in this and the previous case. However, the current Tribunal is bound to follow the law as it currently is. As already mentioned, the Upper Tribunal decision in *Global 100 Ltd v Jiminez* [2022] UKUT 50 (LC) means that this Tribunal is bound to find against the second ground of appeal (paragraph 5(a) above).

19. The Applicant argued in the grounds of appeal that they had a reasonable excuse for having control of and managing the property without a licence, as permitted under section 72(5) of the 2004 Act, in that they believed that the property didn't require a licence on the basis that each floor would be considered an independent self-contained unit. However, the HMO scheme requires active management. Ignorance which is the result of passively waiting to see what happens rather than taking action to find out the true situation is never going to be sufficient to constitute a reasonable excuse. It was open to the Applicant to apply for a licence or at least to involve the Respondent in making a decision on whether that was necessary. The Tribunal is satisfied that the Applicant does not have a reasonable excuse.
20. In relation to the offence of failing to keep means of escape free from obstruction, the Tribunal has no hesitation in rejecting the Applicant's grounds of appeal. As already said, active management is required for an HMO. It is not possible to pass on responsibility for compliance with the regulations to the occupants, whether through their occupation agreement or otherwise. Further, an obstruction is not limited to those which provide a complete barrier. This is a matter of fire safety and any form of obstruction is relevant, even if it is relatively easily circumvented when there isn't a fire.
21. In relation to the access to the roof/balcony, Mr Owen accepted that the occupants used that area and that the barrier around the area did not reach the required safety standards. On the offence relating to this issue, he limited his submissions to the management point dealt with above.
22. This leaves the question of the quantum of the financial penalty to be imposed on the Applicant for each offence. The grounds of appeal did not address this issue and Mr Owen did not make any submissions on it.
23. Although the appeal is a rehearing and the Tribunal needs to reach its own conclusion on this issue, the Tribunal is entitled to have regard to the Respondent's views (*Clark v Manchester CC* [2015] UKUT 0129 (LC)) and must consider the case against the background of the policy which the Respondent has adopted to guide its decisions (*R (Westminster CC) v Middlesex Crown Court* [2002] EWHC 1104 (Admin)).

24. The Respondent's policy is in line with Government guidance and provides a careful balance, within the objectives of the legislation, between the various elements which make up the offences and their context. Considering all the circumstances of this case and the degree of the Applicant's culpability, the Tribunal is satisfied that the amount of each penalty determined by the Respondent was appropriate. Therefore, the Tribunal confirms that the Applicant is subject to the penalties referred to in paragraph 1 above.

Name: Judge Nicol

Date: 21st March 2022

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of relevant legislation

Housing Act 2004

72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if—

- (a) he is a person having control of or managing an HMO which is licensed under this Part,
- (b) he knowingly permits another person to occupy the house, and
- (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if—

- (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
- (b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—

- (a) a notification had been duly given in respect of the house under section 62(1), or
- (b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

- (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
- (b) for permitting the person to occupy the house, or
- (c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

- (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
- (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are—

- (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

249A Financial penalties for certain housing offences in England

(1) The local housing authority may impose a financial penalty on a person if satisfied, beyond reasonable doubt, that the person's conduct amounts to a relevant housing offence in respect of premises in England.

(2) In this section “relevant housing offence” means an offence under—

- (a) section 30 (failure to comply with improvement notice),
- (b) section 72 (licensing of HMOs),
- (c) section 95 (licensing of houses under Part 3),
- (d) section 139(7) (failure to comply with overcrowding notice), or
- (e) section 234 (management regulations in respect of HMOs).

(3) Only one financial penalty under this section may be imposed on a person in respect of the same conduct.

(4) The amount of a financial penalty imposed under this section is to be determined by the local housing authority, but must not be more than £30,000.

(5) The local housing authority may not impose a financial penalty in respect of any conduct amounting to a relevant housing offence if—

- (a) the person has been convicted of the offence in respect of that conduct, or
- (b) criminal proceedings for the offence have been instituted against the person in respect of the conduct and the proceedings have not been concluded.

(6) Schedule 13A deals with—

- (a) the procedure for imposing financial penalties,
- (b) appeals against financial penalties,
- (c) enforcement of financial penalties, and
- (d) guidance in respect of financial penalties.

(7) The Secretary of State may by regulations make provision about how local housing authorities are to deal with financial penalties recovered.

(8) The Secretary of State may by regulations amend the amount specified in subsection (4) to reflect changes in the value of money.

(9) For the purposes of this section a person's conduct includes a failure to act.

254 Meaning of “house in multiple occupation”

(1) For the purposes of this Act a building or a part of a building is a “house in multiple occupation” if—

- (a) it meets the conditions in subsection (2) (“the standard test”);
- (b) it meets the conditions in subsection (3) (“the self-contained flat test”);
- (c) it meets the conditions in subsection (4) (“the converted building test”);
- (d) an HMO declaration is in force in respect of it under section 255; or
- (e) it is a converted block of flats to which section 257 applies.

- (2) A building or a part of a building meets the standard test if–
- (a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
 - (b) the living accommodation is occupied by persons who do not form a single household (see section 258);
 - (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
 - (d) their occupation of the living accommodation constitutes the only use of that accommodation;
 - (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and
 - (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.
- (3) A part of a building meets the self-contained flat test if–
- (a) it consists of a self-contained flat; and
 - (b) paragraphs (b) to (f) of subsection (2) apply (reading references to the living accommodation concerned as references to the flat).
- (4) A building or a part of a building meets the converted building test if–
- (a) it is a converted building;
 - (b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);
 - (c) the living accommodation is occupied by persons who do not form a single household (see section 258);
 - (d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
 - (e) their occupation of the living accommodation constitutes the only use of that accommodation; and
 - (f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.
- (5) But for any purposes of this Act (other than those of Part 1) a building or part of a building within subsection (1) is not a house in multiple occupation if it is listed in Schedule 14.
- (6) The appropriate national authority may by regulations–
- (a) make such amendments of this section and sections 255 to 259 as the authority considers appropriate with a view to securing that any building or part of a building of a description specified in the regulations is or is not to be a house in multiple occupation for any specified purposes of this Act;
 - (b) provide for such amendments to have effect also for the purposes of definitions in other enactments that operate by reference to this Act;
 - (c) make such consequential amendments of any provision of this Act, or any other enactment, as the authority considers appropriate.
- (7) Regulations under subsection (6) may frame any description by reference to any matters or circumstances whatever.
- (8) In this section–

“basic amenities” means–

- (a) a toilet,
- (b) personal washing facilities, or
- (c) cooking facilities;

“converted building” means a building or part of a building consisting of living accommodation in which one or more units of such accommodation have been created since the building or part was constructed;

“enactment” includes an enactment comprised in subordinate legislation (within the meaning of the Interpretation Act 1978 (c. 30));

“self-contained flat” means a separate set of premises (whether or not on the same floor)–

- (a) which forms part of a building;
- (b) either the whole or a material part of which lies above or below some other part of the building; and
- (c) in which all three basic amenities are available for the exclusive use of its occupants.

262 Meaning of “lease”, “tenancy”, “occupier” and “owner” etc.

(1) In this Act “lease” and “tenancy” have the same meaning.

(2) Both expressions include–

- (a) a sub-lease or sub-tenancy; and
- (b) an agreement for a lease or tenancy (or sub-lease or sub-tenancy).

And see sections 108 and 117 and paragraphs 3 and 11 of Schedule 7 (which also extend the meaning of references to leases).

(3) The expressions “lessor” and “lessee” and “landlord” and “tenant” and references to letting, to the grant of a lease or to covenants or terms, are to be construed accordingly.

(4) In this Act “lessee” includes a statutory tenant of the premises; and references to a lease or to a person to whom premises are let are to be construed accordingly.

(5) In this Act any reference to a person who is a tenant under a lease with an unexpired term of 3 years or less includes a statutory tenant as well as a tenant under a yearly or other periodic tenancy.

(6) In this Act “occupier”, in relation to premises, means a person who–

- (a) occupies the premises as a residence, and
- (b) (subject to the context) so occupies them whether as a tenant or other person having an estate or interest in the premises or as a licensee;

and related expressions are to be construed accordingly.

This subsection has effect subject to any other provision defining “occupier” for any purposes of this Act.

(7) In this Act “owner”, in relation to premises–

- (a) means a person (other than a mortgagee not in possession) who is for the time being entitled to dispose of the fee simple of the premises whether in possession or in reversion; and
- (b) includes also a person holding or entitled to the rents and profits of the premises under a lease of which the unexpired term exceeds 3 years.

(8) In this Act “person having an estate or interest”, in relation to premises, includes a statutory tenant of the premises.

(9) In this Act “licence”, in the context of a licence to occupy premises—

(a) includes a licence which is not granted for a consideration, but

(b) excludes a licence granted as a temporary expedient to a person who entered the premises as a trespasser (whether or not, before the grant of the licence, another licence to occupy those or other premises had been granted to him);

and related expressions are to be construed accordingly.

And see sections 108 and 117 and paragraphs 3 and 11 of Schedule 7 (which also extend the meaning of references to licences).

263 Meaning of “person having control” and “person managing” etc.

(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.

(3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.

(4) In its application to Part 1, subsection (3) has effect with the omission of paragraph (a)(ii).

(5) References in this Act to any person involved in the management of a house in multiple occupation or a house to which Part 3 applies (see section 79(2)) include references to the person managing it.

SCHEDULE 13A FINANCIAL PENALTIES UNDER SECTION 249A

6

If the authority decides to impose a financial penalty on the person, it must give the person a notice (a “final notice”) imposing that penalty.

10

- (1) A person to whom a final notice is given may appeal to the First tier Tribunal against—
 - (a) the decision to impose the penalty, or
 - (b) the amount of the penalty.
- (2) If a person appeals under this paragraph, the final notice is suspended until the appeal is finally determined or withdrawn.
- (3) An appeal under this paragraph—
 - (a) is to be a re-hearing of the local housing authority's decision, but
 - (b) may be determined having regard to matters of which the authority was unaware.
- (4) On an appeal under this paragraph the First-tier Tribunal may confirm, vary or cancel the final notice.
- (5) The final notice may not be varied under sub-paragraph (4) so as to make it impose a financial penalty of more than the local housing authority could have imposed.

Management of Houses in Multiple Occupation (England) Regulations 2006

4.— Duty of manager to take safety measures

- (1) The manager must ensure that all means of escape from fire in the HMO are—
 - (a) kept free from obstruction; and
 - (b) maintained in good order and repair.
- (2) The manager must ensure that any fire fighting equipment and fire alarms are maintained in good working order.
- (3) Subject to paragraph (6), the manager must ensure that all notices indicating the location of means of escape from fire are displayed in positions within the HMO that enable them to be clearly visible to the occupiers.
- (4) The manager must take all such measures as are reasonably required to protect the occupiers of the HMO from injury, having regard to—
 - (a) the design of the HMO;
 - (b) the structural conditions in the HMO; and
 - (c) the number of occupiers in the HMO.
- (5) In performing the duty imposed by paragraph (4) the manager must in particular—
 - (a) in relation to any roof or balcony that is unsafe, either ensure that it is made safe or take all reasonable measures to prevent access to it for so long as it remains unsafe; and
 - (b) in relation to any window the sill of which is at or near floor level, ensure that bars or other such safeguards as may be necessary are provided to protect the occupiers against the danger of accidents which may be caused in connection with such windows.
- (6) The duty imposed by paragraph (3) does not apply where the HMO has four or fewer occupiers.

