



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

Case Reference : **LON/00BK/HMA/2016/0012**

Property : **1 Guildhouse Street, London SW1V 1JE**

Applicants : **Ms Vittora Nervo
Ms Irene Alberione**

Representative : **Ms V Nervo**

Respondent : **Bewel Property Limited**

Representative : **Mr Jeffrey Wu**

Type of Application : **Section 73(5) Housing Act 2004 – rent
repayment order**

Tribunal Members : **Judge John Hewitt
Ms Marina Krisko BSc (EstMan) FRICS**

**Date and venue of
hearing** : **20 January 2017
10 Alfred Place, London WC1E 7LR**

Date of Decision : **31 January 2017**

DECISION

Decision of the tribunal

1. The tribunal determines that a rent repayment order shall be made in favour of each of the applicants in the sum of £1,800.00, making a total of £3,600.00.

NB Later reference in this Decision to a number in square brackets ([]) is a reference to the page number of the hearing file provided to us for use at the hearing.

Procedural background and the hearing

3. On 11 October 2016 the tribunal received an application dated 5 October 2016 from the applicants who sought a rent repayment order pursuant to section 73(5) Housing Act 2004 (the Act).
4. Directions were given on 2 November 2016 [37].
5. The applicants have provided us with a file of documents which is page numbered 1-50 followed by two witness statements of Grace Afolabi which are dated 5 June 2015 and 20 May 2016, but which are not page numbered. Ms Afolabi is an Environmental Health Enforcement Officer employed by Westminster City Council.
6. We also have a statement of case dated 18 November 2016 signed by Jeffrey Wu. The first paragraph states: *“My name is Jeffery Wu the director of Bewel Property Ltd.”*

Bewel Property Limited (Bewel Property) is registered at Companies Registration Office (CRO) with company number 08913606. It was incorporated on 26 February 2014. Its registered office is at 56 Sedgeford Road, London W12 0NB. Its correspondence address is given as 65 Marlow House, Hallfield Estate, London W2 6HL.

The CRO records show that the sole director of Bewel Property has been Mr Jeffery Hu who was appointed on 26 February 2014 and who gave the 65 Marlow House address as his correspondence address.

We infer that Mr Jeffery Wu and Mr Jeffery Hu are one and the same person.

7. The hearing took place on Friday 20 January 2017.

Ms Nervo represented herself and Ms Alberione.

Ms Nervo was accompanied by Mr Calvin Woodward, an EHO with Westminster City Council who stood in for Ms Afolabi who was unavailable. Mr Woodward was accompanied by a colleague who observed the proceedings.

Mr Jeffery Wu attended and represented Bewel Property. Mr Wu confirmed he was the sole director of Bewel Property and he also

confirmed that the statement of case dated 18 November 2016 set out Bewel Property's position with regard to the application. Mr Wu told us that the best address for correspondence to Bewel Property was the 56 Sedgford Road address.

Background facts not in dispute

8. The subject tenancy commenced by an agreement dated 19 October 2013. The documents is a pre-printed form with blank spaces for the relevant detail to be inserted.

'Landlord/Agent' was named as 'Mr Jeff Hu'

'Tenants' were named as 'Ms Irene Alberione' and 'Ms Vittoria Nervo'

'Property Address' was given as '1 Guildhouse Street, London SW1V 1JE'

'Contract Period' was stated to be 'From 07.10.13 to 06.04.14'

'Rent' was said to be: '£1300 Per Month subject nevertheless as hereinafter provided on every month of the term. The rent was said to be payable by equal monthly instalments on the 1st day of each month by direct debit

Reference was then made to a deposit of £1300.

There then followed several pages of printed terms and conditions.

9. The tenancy concerned a studio room with an en suite, but no cooking facilities. The room, numbered 4, was on the 1st floor of a house comprising six rooms.
10. Ms Nervo and Ms Alberione did not vacate the room at the end of the six months fixed period, but remained in occupation continuing to pay a rent of £1,300 per month.
11. Evidently Ms Nervo and Ms Alberione decided to share the cost of the rent equally. At [6-33] there are a number of extracts from Ms Alberione's bank account with Barclays Bank for the period October 2013 to 30 March 2016 which show regular monthly payments in from Ms Nervo of £650 each and regular monthly payments out to Bewel Property of £1,300 each for the most part.
12. At page [3] is a Memorandum of an Entry in the Register of the Central London Magistrates Court.

It refers to Bewel Property and gives an address of '65 Marlow Estate'.

The offence is said to be 'Contrary to section 72(1) and (6) Housing Act 2004.

As to Plea it records: *“Plea changed to Guilty, previous plea Not Guilty – 16/10/2015”*

It states: *“Defendant Present: Yes”*

It records a fine of £1,000 and notes: *“Defendant’s guilty plea taken into account when imposing sentence. Time to Pay: To be paid by 13/11/2015.”*

13. The tenancy came to an end on 22 March 2016 which appears to be the date when Ms Nervo and Ms Alberione moved out and when Bewel Property ceased to manage the property.
14. It was not in dispute that between the period 9 October 2015 and March 2016 the applicants paid to Bewel Property rent totalling £7,200.00, although the applicants requested that the deposit of £1,300 be utilised to pay the March 2016 rent, and evidently this was agreed.
15. It was also not in dispute that given the above dates and figures the maximum amount of the rent repayment order that the tribunal was empowered to make was £7,200.00.
16. Before summarising the rival submissions, we should mention reference to a second conviction. At [2] there is another Memorandum of an Entry in the Register of the Central London Magistrates Court. It again refers to Bewel Property and mentions an offence that on 5 February 2016 the defendant managed a house at 1 Guildhouse Street which was required to be licensed under Part 2 Housing Act 2004 but was not so licensed. It records the offence was proved in the absence of the defendant on 17 August 2016. There was imposed a fine of £10,000, a victim surcharge of £200 and costs of £1,800, making a total of £12,000.
17. Mr Wu did not recognise this conviction. He said he was unaware of it. He said he was aware of a fine of £5,000 which was being paid off by instalments, but that was all. Mr Woodward confirmed that council’s records showed a fine of £10,000 relating to 1 Guildhouse Street. He was unaware whether the fine had been paid, or was in the course of being paid, because the fine is collected by the Magistrates Court and the proceeds are paid directly to the Treasury.
18. Given the dispute and that this conviction, if accurate, occurred in August 2016, some months after the end of the tenancy with which we are concerned, we concluded that it was not a matter we should take into account in arriving at our decision.

The gist of the case for the applicants

19. Ms Nervo relied upon the admitted conviction on 16 October 2015 and that it was agreed she and Ms Alberione had paid rent of £7,200 to

Bewel property between that date and March 2016 when the tenancy came to an end.

20. Ms Nervo sought a rent repayment order in the full sum of £7,200 and submitted that it was reasonable to get all of the money back.

The gist of the case for Bewel Property

21. It was at times difficult to follow the case for Bewel Property because Mr Wu changed his mind on a number of occasions.
22. Ultimately Mr Wu's position was that the rent repayment order should not be more than £600. He arrived at this sum saying that of the monthly rent of £1,300 received Bewel Property kept about £100 and passed about £1,200 up the line, the arrangement being that Bewel Property retained 8% of the rental income. It was not clear to us to whom payment was made. Mr Wu made reference to a company called Rentmelondon Ltd, which may have been an agent for the freeholder. Mr Wu did not produce any documents to support any of this. Mr Wu did not have any details of expenses with him but he asserted that Bewel Property incurred some expenses in carrying out common parts cleaning and minor repairs. Mr Wu confirmed that rent was collected from all six rooms but not all of the rooms were occupied all of the time. We gained the impression there was quite a turnover in occupancy.
23. Initially Mr Wu said that Bewel Property had ceased trading in October 2015 when it was first convicted. Later he accepted this was not so because it was still receiving rent from the applicants up to March 2016. Mr Wu then said that Bewel Property ceased trading in March 2016. He did not know if it had any assets, he would need to speak to the accountants. Mr Woodward challenged this statement stating that Bewel Property had, post March 2016, made an application to the council for an HMO licence in respect of a different property. Mr Wu claimed to have no knowledge of this but commented that it might be something his staff had done whilst he was away in China.
24. We note the respondent's written statement of case asserts that in October 2013 Bewel Property entered into a two-year lease of the property. Evidently this was a short letting pending the freeholder obtaining planning permission for a major redevelopment. Bewel Property was first alerted to the need for an HMO licence in January 2015 by Ms Afolabi. Evidently Bewel Property was happy to apply for a licence but took the view it ought to get permission from its landlord as its tenancy on the house was due to expire in September 2015. The statement of case records that Rentmelondon refused consent to apply for the licence and gave formal notice for Bewel Property to vacate by 22 September 2015 and that Bewel Property did so. It was asserted that Marble Management then took over management of the property until January 2016 when Rentmelondon then took over. In the statement of case it was submitted that the applicants should claim the rent from Rentmelondon rather than from Bewel Property, but this submission

was not repeated orally at the hearing. It was superseded by Mr Wu's acceptance of the applicants' entitlement to a rent repayment order.

25. We record at this point that, in the event, Ms Afolabi did not give evidence. Her witness statements make reference some email correspondence with Mr H in which a number of assertions were made as what was occurring in 2015/16. We need not go into the detail but it seems to tell a different but rather more complex situation involving a Mr Abu Bakr complicated by the fact that Mr Hu allowed others to use his company name and his email address of jeff.hu@bewel.co.uk.

Findings of fact

26. It was not in dispute that over the material period the applicants paid to Bewel Property rent amounting to £7,200. Bewel Property does not now deny that the applicants are entitled to a rent repayment order. The only issue is the amount to be ordered.
27. We did not find Mr Wu to be a witness upon whom we could rely with confidence. In the course of this application a number of contradictory things have been said or asserted. At no stage has Mr Wu produced any documents to support any of his assertions. We find we have to treat his evidence and submissions with some caution, save where matters are not in dispute or where it is corroborated by documents or other reliable evidence.
28. No, or no reliable information has been provided to us as to the financial circumstances of Bewel Properties. No evidence was provided as to the gross rental income received from the property over the period on question and no evidence of expenses or outgoings was provided.
29. We find that Bewel Property had a tenancy of the Property. We are minded to assume that its landlord was Rentmelondon. We find it is probable that it will have paid a rent to its landlord because that is a normal commercial arrangement. We are not persuaded that Bewel Property will have paid virtually all of the rent received to its landlord, keeping back only about 8% because there is no evidence to corroborate that and it appears to us to be to be a very uncommercial arrangement.
30. We find, on the balance of probabilities, that the net profits received from the property over the material period will have been far greater than £7,200 which is the maximum amount we are empowered to award.

The statutory regime

31. Material to this application are sections 72 – 74 Housing Act 2004.

Relevant extracts from those provisions are set out in the schedule to this decision.
32. In summary, the Act seeks to improve and regulate the quality of housing stock in the private residential sector. There is a particular

focus on properties which are in multiple occupation, as defined to be a House in Multiple Occupation (HMO). Certain HMO's are required to be the subject of a licence issued by the local housing authority (LHA).

33. LHA's are enabled to inspect HMO's to ensure that standards of accommodation are met with a particular focus on health and safety related issues as concern the occupiers.
34. To encourage owners/operators of HMOs to obtain the required licence (and hence subject themselves to the inspection/regulation regime) the Act imposes sanctions where a licence is required but has not been applied for.
35. Those sanctions arise in two ways. The first, by way of section 72(1) of the Act, a person commits an offence if he is a person having control or managing an HMO which is required to be licensed but is not so licensed. On conviction such a person is liable to a fine. As originally enacted the amount of such a fine was not to exceed £20,000. With effect from 12 March 2015 that cap or limit was abolished, so that the amount of the fine is now unlimited.
36. The second sanction is that tenants of rooms within the HMO and a LHA which has paid housing benefit in respect of rooms within an HMO are entitled to make an application to this tribunal for a rent repayment order. The details are set out in sections 73 and 74 of the Act.
37. Where an application for a rent repayment order is made by the LHA and a tribunal is satisfied that the appropriate person has been convicted of an offence under section 72(1) and that housing benefit was paid during any period which it appears to the tribunal that such an offence was being committed in relation to the HMO the tribunal must make a rent repayment order requiring the appropriate person to pay to the LHA an amount equal to the total amount of housing benefit paid during the period over which the offence was committed. The tribunal has no discretion as to the amount to be specified in the rent repayment order, save in the case of exceptional circumstances as mentioned in section 74(4).
38. Where the application is made by a tenant, a tribunal can award the repayment of rent paid by the tenant in respect of a period whilst the offence is continuing, subject to a maximum period of 12 months prior to the making of the application.

In these circumstances the amount required to be repaid by way of a rent repayment order "*is to be such amount as the tribunal considers reasonable in the circumstances.*" Thus, the tribunal has a discretion.

It should be noted that an offence ceases to be committed when an application for a licence is made to the LHA.

39. To summarise where the application for a rent repayment order is made by a LHA it is entitled as of right to an order for the whole of the amount of housing benefit paid over the period in question. Where the application is made by a tenant he or she is entitled to “*such amount as the tribunal considers reasonable in the circumstances.*”

Guidance and the absence of guidance

40. Section 74(6) expressly requires the tribunal to take account the total amount of relevant payments paid and received in connection with occupation of the HMO during the period when an offence was being committed, whether the appropriate person has at any time been convicted of an offence under section 72(1), the conduct and financial circumstances of the appropriate person, and where the application is made by a tenant, the conduct of that tenant.

Judicial guidance as to the manner in which tribunals should approach the exercise of its discretion has been given in two authorities:

***Parker v Waller and ors* [2012] UKUT 301 (LC)**

This is a decision of Mr George Bartlett QC then President of the Upper Tribunal (Lands Chamber).

His guidance may be summarised as follows:

- Conduct on the part of the landlord unrelated to the offence under section 72(1) ought not be taken into account to increase the amount of the rent repayment order that would otherwise be justified;
- Regard may be had to the rental income received by the landlord over the relevant period together with the expenses the landlord may have incurred as regards mortgage repayments, utilities, council tax, repairs and cleaning;
- The degree of culpability of the landlord and his professional status is a factor; and
- The amount of the fine and any costs orders imposed should be taken into account.

In that case the landlord was a professional engaged in the letting of residential property. The President held that the rent repayment orders should be in such amount as equalled 75% of his net profit less the amounts of the fine and the costs order. In that case the amount of the fine and the costs order was a modest £786.

***Fallon v Wilson and ors* [2014] UKUT 0300 (LC)**

This is a decision of Judge Edward Cousins. The judge followed the general approach indicated in *Parker v Waller*. Whilst critical of the approach taken by the tribunal at first instance the judge did not add

any new criteria that a tribunal should take into account when exercising its discretion. He remarked that the purpose of the imposition of a rent repayment order is to prevent a landlord from profiting from renting properties illegally. He observed that regard should be had to the total amount the landlord would have to pay by way of the fine and the rent repayment order.

This was another case where the fine was a modest £585 plus a victim surcharge of £15 plus costs of £200.

In the event the judge quashed the rent repayment orders made at first instance on the footing that the tribunal had erred in a number of respects but he did not go on to determine what sum would have been an appropriate sum for the landlord to pay by way of rent repayment orders.

41. We pause to observe that Parliament intended the twin incentives of a substantial fine and a rent repayment order were to encourage landlords to apply for a licence when a licence was required and that if a landlord did not do so there were to be penal consequences. This emphasised by the fact that when enacted the maximum fine was set at £20,000 and that as from March 2015 that cap has been removed so that now there is no maximum.
42. In a serious case where the fine imposed and/or costs awarded are very substantial the effect of deducting the whole amount of the fine plus costs from the net profits will reduce and may even eliminate the net sum of money available to form the basis of a rent repayment order to a tenant. That cannot happen in the case of an application by a LHA because the amount of any fine imposed or costs orders is not to be taken into account.
43. We can see that where the fine is modest deduction of the whole of it may be appropriate and in line with the guidance given but where the fine is substantial that may well not be the case.
44. Plainly Parliament had in mind that the consequences of failure to apply for a licence for an HMO were twofold so that an appropriate person was at risk of both a substantial fine and a significant rent repayment order. There is nothing in the legislation which provides expressly that in relation to an application by a tenant the amount of a fine imposed should be taken into account in assessing the amount of a rent repayment order. In our judgment Parliament did not intend that if a substantial fine was imposed that of itself should limit or impact on a tenant's right to a rent repayment order.
45. We are reinforced in this conclusion by the manner in which a rent repayment order sought by a LHA falls to be dealt with namely, the whole of the housing benefit paid over the material period irrespective of the amount of the fine and any costs orders and irrespective of any

costs and expenses incurred by the landlord on the property over that period.

45. So far as we are aware no guidance has yet been given on the approach which a tribunal should take in a case where the fine and costs imposed are substantial so as to have a material effect on the resulting sum when deducted from the net profits earned by a landlord.
46. In these circumstances and bearing in mind the policy of the Act and what Parliament has provided for we find that when weighing the various and competing factors we should have regard to the amount of the fine and costs order but that the whole of that amount should not always be deducted from the net profits if that would result in an inadequate balance from which rent repayment orders can be made. In short, we find that a tenant ought not be deprived of his or her right to a rent repayment order simply because magistrates saw fit to impose a substantial fine and/or costs order.

Our approach to the subject case

47. We have rejected Mr Wu's submission that the net profit from room 4 over the material period was less than £600. If that were the case and if the amount of the fine was taken into account it would more or less result in a nil or minus balance. For the reasons explained above, we find that it cannot be right that in such circumstances a person who has paid rent should be deprived of a rent repayment order.
48. We are satisfied that the net profits from the property over the material period, less rent paid out, expenses and taking into account the fine well exceed £7,200.
49. There was no suggestion here that there was any adverse conduct of the applicants which we should take into account.
50. There was no suggestion here that room 4 occupied by the applicants was in poor condition or substandard or imposed any inappropriate risks.
51. Drawing the various strands together we find that it would reasonable to make a rent repayment order in a sum equal to one half of the rent paid over the material period. That amounts to £3,600.
52. The tenancy was a joint tenancy but the clear evidence is that each applicant paid one half of the rent. Accordingly, we find that the amount of £3,600 should be shared equally between the two applicants and that amounts to £1,800 each.

Judge John Hewitt
31 January 2017

Schedule

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) ...

(3) ...

(4) ...

(5) ...

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

(7) ...

(8) ...

(9) ...

(10) ...

73 Other consequences of operating unlicensed HMOs: rent repayment orders

(1) For the purposes of this section an HMO is an “unlicensed HMO” if—

(a) it is required to be licensed under this Part but is not so licensed, and

(b) neither of the conditions in subsection (2) is satisfied.

(2) The conditions are—

(a) ...

(b) that an application for a licence has been duly made in respect of the HMO under [section 63](#) and that application is still effective (as so defined).

(3) ...

(4) ...

(5) If—

(a) an application in respect of an HMO is made to the appropriate tribunal by the local housing authority or an occupier of a part of the HMO, and

(b) the tribunal is satisfied as to the matters mentioned in subsection (6) or (8),

the tribunal may make an order (a “rent repayment order”) requiring the appropriate person to pay to the applicant such amount in respect of the [relevant award or awards of universal credit or the J² housing benefit paid as mentioned in subsection (6)(b), or (as the case may be) the periodical payments paid as mentioned in subsection (8)(b), as is specified in the order (see [section 74\(2\) to \(8\)](#)).

(6) If the application is made by the local housing authority, the tribunal must be satisfied as to the following matters—

(a) that, at any time within the period of 12 months ending with the date of the notice of intended proceedings required by subsection (7), the appropriate person has committed an offence under [section 72\(1\)](#) in relation to the HMO (whether or not he has been charged or convicted),

(b) that—

(i) one or more relevant awards of universal credit have been paid (to any person); or

(ii) housing benefit has been paid (to any person) in respect of periodical payments payable in connection with the occupation of a part or parts of the HMO,

during any period during which it appears to the tribunal that such an offence was being committed,

(c) that the requirements of subsection (7) have been complied with in relation to the application.

(6A) ...

(7) ...

(8) If the application is made by an occupier of a part of the HMO, the tribunal must be satisfied as to the following matters—

(a) that the appropriate person has been convicted of an offence under [section 72\(1\)](#) in relation to the HMO, or has been required by a rent repayment order to make a payment in respect of—

(i) one or more relevant awards of universal credit; or

(ii) housing benefit paid in connection with occupation of a part or parts of the HMO;

(b) that the occupier paid, to a person having control of or managing the HMO, periodical payments in respect of occupation of part of the HMO during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO, and

(c) that the application is made within the period of 12 months beginning with—

(i) the date of the conviction or order, or

(ii) if such a conviction was followed by such an order (or vice versa), the date of the later of them.

(9) ...

(10) In this section—

...

“occupier”, in relation to any periodical payment, means a person who was an occupier at the time of the payment, whether under a tenancy or licence or otherwise (and “occupation” has a corresponding meaning);

Payment

...

74 Further provisions about rent repayment orders

(1) This section applies in relation to rent repayment orders made by residential property tribunals under [section 73\(5\)](#).

(2) Where, on an application by the local housing authority, the tribunal is satisfied—

(a) that a person has been convicted of an offence under [section 72\(1\)](#) in relation to the HMO, and

(b) that—

(i) one or more relevant awards of universal credit (as defined in [section 73\(6A\)](#)) were paid (whether or not to the appropriate person), or

(ii) housing benefit was paid (whether or not to the appropriate person) in respect of periodical payments payable in connection with occupation of a part or parts of the HMO, during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO in question,

the tribunal must make a rent repayment order requiring the appropriate person to pay to the authority [the amount mentioned in subsection (2A)]

This is subject to subsections (3), (4) and (8).

(2A) The amount referred to in subsection (2) is—

(a) an amount equal to—

(i) where one relevant award of universal credit was paid as mentioned in subsection (2)(b)(i), the amount included in the calculation of that award under [section 11](#) of the [Welfare Reform Act 2012](#), calculated in accordance with [Schedule 4](#) to the [Universal Credit Regulations 2013](#) (housing costs element for renters) (S.I. 2013/376) or any corresponding provision replacing that Schedule, or the amount of the award if less; or

(ii) if more than one such award was paid as mentioned in subsection (2)(b)(i), the sum of the amounts included in the calculation of those awards as referred to in sub-paragraph (i), or the sum of the amounts of those awards if less, or

(b) an amount equal to the total amount of housing benefit paid as mentioned in subsection (2)(b)(ii),

(as the case may be).

(3) If the total of the amounts received by the appropriate person in respect of periodical payments payable as mentioned in paragraph (b) of subsection (2) (“the rent total”) is less than the [amount mentioned in subsection (2A)], the amount required to be paid by virtue of a rent repayment order made in accordance with that subsection is limited to the rent total.

(4) A rent repayment order made in accordance with subsection (2) may not require the payment of any amount which the tribunal is satisfied that, by reason of any exceptional circumstances, it would be unreasonable for that person to be required to pay.

(5) In a case where subsection (2) does not apply, the amount required to be paid by virtue of a rent repayment order under [section 73\(5\)](#) is to be such amount as the tribunal considers reasonable in the circumstances.

This is subject to subsections (6) to (8).

(6) In such a case the tribunal must, in particular, take into account the following matters—

(a) the total amount of relevant payments paid in connection with occupation of the HMO during any period during which it appears to the tribunal that an offence was being committed by the appropriate person in relation to the HMO under [section 72\(1\)](#);

(b) the extent to which that total amount—

(i) consisted of, or derived from, payments of relevant awards of universal credit or housing benefit, and

(ii) was actually received by the appropriate person;

- (c) whether the appropriate person has at any time been convicted of an offence under section 72(1) in relation to the HMO;
- (d) the conduct and financial circumstances of the appropriate person; and
- (e) where the application is made by an occupier, the conduct of the occupier.
- (7) In subsection (6) “relevant payments” means—
- (a) in relation to an application by a local housing authority, payments of relevant awards of universal credit, housing benefit or periodical payments payable by occupiers;
- (b) in relation to an application by an occupier, periodical payments payable by the occupier,
- (i) where one or more relevant awards of universal credit were payable during the period in question, the amount mentioned in subsection (2A)(a) in respect of the award or awards that related to the occupation of the part of the HMO occupied by him during that period; or
- (ii) any amount of housing benefit payable in respect of the occupation of the part of the HMO occupied by him during the period in question.
- (8) A rent repayment order may not require the payment of any amount which—
- (a) ... or
- (b) (where the application is made by an occupier) is in respect of any time falling outside the period of 12 months ending with the date of the occupier's application under section 73(5); and the period to be taken into account under subsection (6)(a) above is restricted accordingly.
- (9) ...
- (10) ...
- (11) ...
- (12) ...
- (13) ...
- (14) Any amount payable to an occupier by virtue of a rent repayment order is recoverable by the occupier as a debt due to him from the appropriate person.
- (15) ...
- (16) ...

ANNEX - RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.