



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

**Case reference** : **LON/00AG/HMF/2018/0021**

**Property** : **Flat D, 7 Inglewood Road, London  
NW6 1QT.**

**Applicant** : **Mr. E. Toni  
Ms R Taylor  
Mr. A. Rivera**

**Respondent** : **Mr P. Amin**

**Represented by** : **JPC Law**

**Type of application** : **Application for a Rent Repayment  
Order under Section 43 Housing and  
Planning Act 2016.**

**Tribunal** : **Ms. A. Hamilton-Farey  
Ms S Coughlin MCIEH  
Mr N. Miller**

**Date and venue of  
hearing** : **20 December 2018  
10 Alfred Place, London WC1E 7LR**

**Date of decision** : **04 March 2019**

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**DECISION**

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**Decision:**

The tribunal makes a Rent Repayment Order in favour of the applicants in the sum of £5,200.00 under S. 43 of the Housing & Planning Act 2016. That amount shall be paid to the lead tenant, (Mr. Toni, who will have responsibility for distribution of the same to the remaining tenants) within 28 days.

**Background:**

1. The subject property is owned on a leasehold basis by Mr. Praful Chandra Amin and was let under an assured shorthold tenancy

agreement with effect from 7 February 2017. That agreement had been extended three times. The rent passing was £1,733.33.

2. The property comprises a two-bedroom flat within a converted period house. The freeholder is the London Borough of Camden.
3. By an application under S.41(2) of the Housing and Planning Act 2016, (“the Act”) the applicant asked the tribunal to make a Rent Repayment Order in the sum of £20,800.00 being the rent paid during the period of 12 months before the offence (failure to licence the property) relied on was committed.
4. The respondent has accepted that he failed to licence the property, but opposes the maximum penalty, saying that it should be reduced to take account of the following factors: -
  - The property had been purchased in May 1982 and then left vacant whilst he moved to the USA. No income had been received during that period.
  - Mr. Amin returned to the UK in 2008 and carried out refurbishment works to the property, including new flooring, tiling, appliances, double glazing etc, at a total cost, we were told of £28,000.00. On completion of the works, the property was placed on the rental market.
  - Mr. Amin informed the local authority as his landlord, of the fact that he resided in the USA, and gave them his correspondence address. The local authority, as landlord, had corresponded with him at this address since then.
  - Mr. Amin wrongly assumed that, the fact he had informed the local authority of his correspondence address for leasehold purposes, would mean that they would automatically use this address for other purposes, including in this case the notification of the requirement to licence the property and the consequence of him not doing so.
  - Mr. Amin did not receive the correspondence regarding licensing and was not aware of the situation because he had not made arrangements for his post to be forwarded on to him in the USA and had not returned to the UK for some time and had not used property managers to look after his affairs.
  - Mr. Amin said that he was not a professional property owner and beside the subject property only owned one other property and that was also let out.
5. The Applicants say that Mr. Amin is an experienced property manager and should have been aware of the situation, they also said that because he managed another building, this would, in their view, add to the ‘professional nature’ of his ownership. The applicants confirmed that they kept post addressed to Mr. Amin and did not pass it on, but they relied on previous correspondence to them, wherein Mr. Amin asked them to hold onto post until he was next in London when he would

collect it from them. Mr. Amin had not collected his post during the tenure of their tenancy.

6. The Applicants also rely on what they consider were defects in the property, which included a lack of a connected fire alarm. It appears that the local authority as freeholder of the block had installed a fire alarm in the common parts of the building. The subject flat had an alarm, but this was not connected to the local authority one, and the tenants said that it would have been difficult for them to hear the main alarm, if there was a fire in the common parts, they considered this to be a major failing.
7. The Applicants also said the property did not have fire doors and this compromised their safety.
8. The tribunal having heard all of the evidence is satisfied that a Rent Repayment Order should be made. We note that Mr. Amin had decided not to use property managers to look after his interests whilst he was aboard, but in our view both for the landlord and the tenant's interests, a landlord should have a contact for at least emergencies, and for the proper management and maintenance of the property during his absence. This would include receipt of relevant correspondence. If the Respondent had made these arrangements when he returned to the USA, he would have been alerted to the requirement to licence, the property would probably have been licenced and this situation would not have occurred.
9. Having satisfied ourselves that an RRO should be made, we then must consider how much should be repaid by the Respondent to the Applicants. In making a determination we must have regard to S. 44(4) of the Act that requires: -
  - *In determining the amount the tribunal must, in particular, take into account:-*
  - *(a) the conduct of the landlord and the tenant,*
  - *(b) the financial circumstances of the landlord, and*
  - *Whether the landlord has at any time been convicted of an offence to which this Chapter applies.*
10. We find:
  - (a) As regards to the conduct of the tenant, Mr. Amin considered them to be excellent; the tenants had also renewed their tenancy on more than one occasions and by implication considered the accommodation to be good, and although they said they had issues with the property as part of this application had provided no evidence of continual complaint of disrepair and a lack of action on the part of the landlord.
  - (b) Mr. Amin alleged that the rental income from this and the other property was his entire source of income in his retirement and this

should be taken into account when determining any repayment to the tenant;

(c) Mr. Amin has not been convicted of any offence.

11. The tribunal is satisfied that the imposition of an RRO should be seen as a penalty to a landlord for failure to licence, but we are not persuaded the tenants should receive 100% of the rent paid from the landlord. In the circumstances, we consider the most appropriate Order would be for the Respondent landlord to repay the tenants 25% of their yearly rental, a total of £5,200.00. This amount should be paid to the tenants (Mr. Toni, as lead tenant) within 28 days of this decision.

**Name:** Ms. A. Hamilton-Farey      **Date:** 04 March 2019.