



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

**Case Reference** : **CAM/111UF/HMB/2021/0003**

**HMCTS** : **CVP**

**Property** : **Room 1, Flat C, 748, London Road, High Wycombe, Buckinghamshire HP11 1HQ**

**Applicants (Tenant)** : **Roberto Nicola Mariano**

**Respondents (Landlords):** **Majid Ghadimi and Carol Ghadimi**

**Type of Application** : **Application by a tenant for a Rent Repayment Order (RRO) (Sections 40, 41, 43 & 44 Housing and Planning Act 2016)**

**Tribunal** : **Judge JR Morris  
Mrs M Hardman FRICS IRRV (Hons)**

**Date of Application** : **10<sup>th</sup> August 2021**

**Date of Hearing** : **2<sup>nd</sup> December 2021**

**Date of Decision** : **18<sup>th</sup> January 2022**

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**DECISION**

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**Covid-19 Pandemic: Remote Video Hearing**

This determination included a remote video hearing together with the papers submitted by the parties which has been consented to by the parties. The form of remote hearing was Video. A face-to-face hearing was not held because it was not practicable, and all issues could be determined in a remote hearing/on paper. The documents referred to are in a bundle, the contents of which are noted.

Pursuant to Rule 33(2A) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and to enable this case to be heard remotely during the Covid-19 pandemic in accordance with the Practice Direction: Contingency Arrangements in the First-tier Tribunal and the Upper Tribunal the Tribunal has directed that the hearing be held in private. The Tribunal has directed that the proceedings are to be conducted wholly as video proceedings; it is not reasonably practicable for such a hearing, or such part, to be accessed in a court or tribunal venue by persons who are

not parties entitled to participate in the hearing; a media representative is not able to access the proceedings remotely while they are taking place; and such a direction is necessary to secure the proper administration of justice.

### **Decision**

1. The Tribunal determines that the Respondent Landlords have not committed offence(s) under section 6(1) of the Criminal Law Act 1977 (violence for securing entry) and/or sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977 (eviction or harassment of occupiers) and therefore does not make a Rent Repayment Order.

### **Reasons**

#### **Application**

2. On 10<sup>th</sup> August 2021, the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the “2016 Act”) from the Applicant Tenant for a rent repayment order.
3. The Applicant alleges that, from June 2021, the Respondent Landlord committed offence(s) under section 6(1) of the Criminal Law Act 1977 (violence for securing entry) and/or sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977 (eviction or harassment of occupiers). The relevant provisions are attached to this decision at Annex 2.
4. Directions were issued on 25<sup>th</sup> September 2021. The Directions required the Applicant to prepare a bundle with statement of case and evidence in support by 22<sup>nd</sup> October 2021. The Respondent was required to provide a full statement of case and evidence in support by 5<sup>th</sup> November 2021.
5. The Application was only addressed to Mr Majid Ghadimi, however, notwithstanding that the House in Multiple Occupation Licence is only in the name of Mr Majid Ghadimi, the Tenancy Agreement names both Mr Majid Ghadimi and Mrs Carol Ghadimi as Landlords therefore both are joined as Respondents.
6. A video hearing was held on 2<sup>nd</sup> December 2021 which was attended by the Applicant, Mr Roberto Nicola Mariano and the Respondents, Mr Majid Ghadimi and Mrs Carol Ghadimi.

#### **Description of the Property**

7. The Tribunal was not able to make an inspection of the Property due to Government Coronavirus Restrictions. From the Statements of Case and the Internet the Tribunal finds as follows:
8. The Property is in a second-floor purpose built flat (the Flat) in a three-storey block of three flats, one on each floor built in 2016. Communal areas are a hallway off which is a shared kitchen, living room and bathroom. There are

three bedrooms one with an ensuite bathroom. Two of the bedrooms are double rooms and one is a single room.

9. The Property is the double ensuite bedroom and is referred to as Room 1 and includes the rights of access to the communal areas of the Flat.
10. The Flat is a licensed House in Multiple Occupation (Licence provided). Each of the bedrooms is occupied under a separate Assured Shorthold Tenancy agreement.

### **Tenancy Agreement**

11. A copy of the Tenancy Agreement was provided. The Applicant's contractual Assured Shorthold Tenancy agreement was for an initial period of 6 months which commenced on 15<sup>th</sup> April 2020 and continued, becoming a statutory Assured Shorthold Tenancy, after 14<sup>th</sup> October 2020 until he left on 19<sup>th</sup> August 2021.

### **Preliminary Matters**

12. The Parties raised a range of issues in the course of the proceedings prior to the hearing a number of which were not within the jurisdiction of the Tribunal. The Tribunal can only determine the matters that were identified in the Directions.
13. Both parties have referred the Tribunal to video and sound recorded evidence. As it is not clear how this evidence was obtained the Tribunal will only consider the written evidence and submissions made prior to the hearing and the oral evidence and submissions made at the hearing.

### **Applicant's Statement**

14. The Applicant provided a Statement of Case in which he submitted that the Respondents had committed offence(s) under section 6(1) of the Criminal Law Act 1977 (violence for securing entry) and/or sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977 (eviction or harassment of occupiers). As a result, a rent repayment Order should be made. The Applicant itemised the following in support of evidence of this submission.
15. Some of the actions referred to by the Applicant were alleged to have been those of Mr Majid Ghadimi, some by Mrs Carol Ghadimi and others by both. As the case is brought against both the Respondents as Landlords the Tribunal refers to them collectively as "Respondents".
  1. *Eviction Allegation*
16. The Applicant said that everything was fine and peaceful in the flat until the Respondents decided to evict the tenants in the Flat in order to rent the rooms on an Airbnb basis on 24<sup>th</sup> June 2021.

17. The Applicant said that on 24<sup>th</sup> June 2021, he and another Tenant, Paul Craciun, were served a notice which asked them to vacate the property at the end of August or to start to pay a 9% rent increase. He said he refused and asked for four months' notice due to the Covid regulations. Paul Craciun accepted and left the flat on 12<sup>th</sup> August 2021.

2. *Allegation of Harassment*

18. The Applicant alleged that the Respondents were determined that the Applicant should vacate the Flat by 31<sup>st</sup> August 2021 and started a plan of action initially based on claims of contract violations, after which they threatened, they would take legal action. He said the Respondents came into the Flat every day insulting the Applicant and making death threats and accusing him of damaging the property and trying to hit him.

3. *Allegation of Running a Business*

19. The Applicant said the Respondents accused him of running a business from the Property, only because he had his address in Companies House for a personal correspondence address for a trustee position of a local charity.

4. *Allegation of Subletting*

20. The Applicant said that the Respondents accused him of subletting the room to his girlfriend. He said that it had been agreed with the Respondents that he could have guests staying overnight for holidays (namely his mother father and girlfriend). He said that his girlfriend stayed for 4 days on one occasion and his mother for 5 days on another occasion and most recently for 3 weeks which was supposed to be for only 2 weeks.

5. *Allegation of an Excessive Number of Inspections*

21. The Applicant said that from 2<sup>nd</sup> to 8<sup>th</sup> July 2021 the Respondents came into the Flat every day engaging in discussions with the Applicant.

6. *Incident re Shoes*

22. The Applicant alleged that on 12<sup>th</sup> July 2021 the Respondents hid his shoes and refused to give them back to him and that he had to call the police to get them back. He said the Respondents claimed that he was not letting them into the Property. He also claimed that the Respondents used abusive language to him and said they would make sure he would not have a work permit.

7. *Allegation of Respondent Damaging Own Property*

23. The Applicant claimed that on 13<sup>th</sup> July 2020 the Respondents inflicted damage to their own property and claimed the Applicant had caused damage of £800 for a broken handle which the Applicant said he later repaired for £20. On 30<sup>th</sup> July 2020 the Applicant said that the Respondents had told them that his girlfriend, Ms Ilona Pitkovic had used glue to repair the handle. The Applicant said he had decided to do the repair even if he had not done the

damage. He said that the Respondents wanted to charge him for the whole lock. He said on the same day he received a notice of a rent increase.

8. *Allegation that Respondent Entered the Flat Excessively on 15<sup>th</sup> July 2021*

24. The Applicant said that on 15<sup>th</sup> July 2020 the Respondents entered the Flat four times during the morning as he prepared the Flat to have the first Airbnb guest. The Applicant submitted that the Respondents should contribute £360.00 for the bills from start of May to end of July.

9. *Allegation the Applicant Damaged Intercom*

25. The Applicant alleged that the Respondents had accused him of damaging the intercom on 17<sup>th</sup> July 2021.

10. *Allegation of Entry to the Flat without Notice*

26. The Applicant said that on 16<sup>th</sup> July 2020 the Respondents entered the Flat without notice. The Applicant said that he agreed to accept a section 21 Notice of eviction but the Respondents refused.

11. *Complaint about Cleaning*

27. The Applicant said that on 21<sup>st</sup> July 2020 at 12.00 he sent an email complaining about the cleaning standard at the flat caused by the Airbnb guest. At 12.07 the Respondents entered the Flat and were abusive towards him. He said the Respondents told his girlfriend that the Applicant is dangerous. He said his girlfriend started to cry because his girlfriend and he had previously had an argument. The Respondents called the police saying that the Applicant had been violent to his girlfriend.

12. *Allegation the Applicant Broke a Window*

28. The Applicant stated that on 23<sup>rd</sup> July 2020 the Respondents accused him of breaking a window and were abusive.

13. *Installation of CCTV*

29. The Applicant said that on 24<sup>th</sup> July 2020 the Respondents installed a CCTV system inside the flat, in the kitchen and in the hallway. The Applicant said that on 28<sup>th</sup> July 2020 the Respondents adjusted the CCTV camera to point at the door of the Applicant's room. The Applicant said when he tried to move it away the Respondents were abusive and tried to kick him.

14. *Allegation that Electricity & Internet turned off & Intrusive Fire Risk Assessment*

30. The Applicant alleged that on 26<sup>th</sup> July 2020 the Respondents said they would cut off the electricity and internet from his room and were abusive. The Applicant said that on 30<sup>th</sup> July 2020 the Respondents deprived him of the

internet connection and on 3<sup>rd</sup> August 2020 cut off the electricity from his room and threatened to kill him.

31. The Applicant said that on 4<sup>th</sup> August 2020 the Respondents aggressively entered his room with a camera and he called the police. The Applicant said that he allowed the Respondents to undertake a fire risk assessment in the hope that they would restore the electricity but the Respondents claimed to have identified hazards by the excessive use of extension leads and the use of a computer to produce cryptocurrency. The Respondents therefore decided not to restore the electricity and demanded the Applicant leave the Flat on the same day. The Applicant said he was deprived of electricity from 3<sup>rd</sup> to 7<sup>th</sup> August 2020.
32. The Applicant said that he offered to pay £380.00 for the use of the electricity but the Respondents refused and demanded £750.00.
33. The Applicant referred to the electricity bills and said that in in May he had bought a new computer which he had kept on most of the time. He conceded that his use of the computer increased the electricity costs and calculated his excess usage as follows.
34. He said that between October and March 2021 the average consumption was 584 Kwh on the basis that in May the cost was 16.88p per Kwh and at the end of June increased to 17.84p per Kwh. Therefore, from the time that he bought the computer to produce cryptocurrency the excess was:  
May 1192-584 = 608 Kwh x 16.88 p = £102.63  
June 1351-584 = 767 Kwh x 16.88 p = £129.50  
July 1185-594 = 601 Kwh x 17.84 p = £107.22  
Therefore, he offered £339.48 to pay for his excess consumption.

#### 15. *Allegation of Abusive Language*

35. The Applicant said that on several occasions the Respondents used abusive language to him. The Applicant reiterated the words alleged to have been used.

#### **Respondents' Case**

36. Mr Majid Ghadimi, one of the Respondents, stated that he was the responsible person for the HMO and provided a copy of the Licence granted on 5<sup>th</sup> April 2019 for a period of 5 years for 5 persons to occupy the Flat. He said that as such he was responsible for fire safety of the premises and the health and safety of the tenants. For that purpose, he said that he can access communal areas for inspection, maintenance and fire risk assessment without notice. He added that he had never requested access to a tenant's private rooms without giving a minimum of twenty-four hours' notice.
37. The Respondents addressed the allegations of the Applicant in their witness statement as follows:

38. They said the Applicant admits there were no issues with his tenancy prior to June 2021. However, there were issues with his anti-social behaviour, disturbing other tenants in the flat and the building, placing his home gym equipment on the suspended balcony and making recordings.

1. *Allegation of Eviction Allegation*

39. On 24<sup>th</sup> June 2020, the Respondents said they issued an informal letter of consultation to Paul Craciun and the Applicant. This was not a formal notice to quit nor was it a section 13 notice to increase the rent. The Respondents said that it was untrue that they asked the Applicant to vacate the Property. They said they had no intention of trying to evict the tenants.

40. On 13<sup>th</sup> July 2021, they had a prospective tenant visit to view Room 3, which was vacant at the time. This viewing was carried out around 5:45 pm. On that occasion the Respondents said that they discovered damage to the flat door locks, referred to below.

2. *Allegation of Harassment*

41. The Respondents said that they had not commenced a regime of harassment on 31<sup>st</sup> August 2020 against the Applicant. On the contrary, from that date the Applicant started to cause damage to the flat, kicking the appliances, deliberately wasting energy by switching the washing machine and dishwasher on when they were empty. He attempted an arson attack, by turning on the oven and the cooker when empty. The meter reading showed an excessive amount of electricity being used. The Respondents said they logged an incident report with the Police and confronted the Applicant to no effect.

3. *Allegation of Running a Business*

42. The Respondents said that the Applicant is a director of a company and gave the flat's address as his business address which was contrary to clause 2.8 of the Tenancy Agreement.

4. *Allegation of Subletting*

43. The Respondents said that the Applicant had his girlfriend to stay with him on three occasions, without the Respondents' knowledge or consent. He also had his family come to stay without informing the Respondents or seeking their permission.

5. *Allegation of an Excessive Number of Inspections*

44. The Respondents said they regularly visited the communal areas for inspection and maintenance purposes, but not as frequently as the Applicant suggests. They said they did not do so to engage in conversation with the Applicant although the Applicant appeared to be in the Flat all the time as he was unemployed.

6. *Incident re Shoes*

45. The Respondents asked the Applicant to join the What's App group, so he was aware of the dates when prospective tenants might view vacant rooms. He refused to join the group and refused to remove his underwear, shoes and boxes from the communal areas with a view to prevent them renting Room 3 of the Flat. The Respondents said that even though they had a weekly cleaner and rooms were deep cleaned after each tenant moved out, the Respondents felt the place could not be cleaned sufficiently for a new tenant of Room 3 as the Applicant sat in the flat all day with his girlfriend, his mother and his guests.

7. *Allegation of Respondents Damaging their Own Property*

46. The Respondents said that it was "utterly ridiculous" that they would damage their own Property. The Applicant had tried to repair the door handles he had broken but his repairs were substandard. The damage to the internal mechanism of the lock could not be resolved by changing the lock handle and it had to be carried out by professionals.
47. Ms Ilona Pitkovic provided a witness statement in which she disclosed to them that she saw the Applicant break the door handle on the code lock to the front door. The lock is damaged beyond repair and costs £450. B Hatt, the locksmith said that he was contacted by the Applicant in mid-August to obtain a quote for damage to flat locks (statement provided), which the Respondents submitted was further proof that the Applicant had damaged the locks.

8. *Allegation that Respondents Entered the Flat Excessively on 15<sup>th</sup> July 2021*

48. The Respondents said that the Applicant was preventing them from letting Room 3 as an Airbnb by leaving the flat in a mess so they had to try and ensure it was kept tidy. (Reference to WhatsApp messages)

9. *Allegation the Applicant Damaged Intercom*

49. The Respondents said that the Applicant had damaged the intercom on 17<sup>th</sup> July 2021.

10. *Allegation of Entry to the Flat without Notice*

50. In reply to the allegation that the Respondents entered the Flat without notice on 16<sup>th</sup> July 2020 they said that they only ever entered the communal parts of the Flat.

11. *Complaint about Cleaning*

51. The allegation that the Airbnb tenant was making a mess in the kitchen area, was unfounded. The Flat was professionally cleaned on weekly basis, the Airbnb tenant was at work all day and the Applicant and his girlfriend were the only people making a mess in the Flat in the day time.



12. *Allegation the Applicant Broke a Window*

52. On inspecting the communal area on 23<sup>rd</sup> July 2020, the Respondents said that they noticed the patio door was not closing properly as the locking mechanism had been tampered with. The Respondents submitted that the Applicant had inserted a washer on the door mechanism so that it would not shut properly.

13. *Installation of CCTV*

53. The Respondents said they were so concerned that the Applicant would damage the Flat that they took the advice of the police and installed CCTV in the communal areas at a cost of £778.00. Two cameras were fitted, one in the sitting room and one in the hallway.
54. In particular the Respondents said that the CCTV camera was installed in the hallway to deter the Applicant from further tampering with the electricity fuse box in the cupboard which he had tampered with previously. The Respondents said that the Applicant had disconnected the electricity from the other rooms which had caused disruption to the other tenants' their computer work and the room thermostat had to be reset, as detailed in the witness statement by Paul Craciun.
55. The fear that the Flat would be damaged by the Applicant gave the Respondents sleepless nights.

14. *Allegation that Electricity & Internet turned off & Intrusive Fire Risk Assessment*

56. The Respondents said the inclusive electricity was on the basis that it was for normal usage for each tenant. The Applicant had abused this by installing and operating six Bitcoin mining machines. This abuse continued for 5 months, from April 2021 to when the Applicant vacated the property on 19<sup>th</sup> August 2021.
57. The Respondents said that on discovering a huge increase in electricity usage of the Flat they contacted the electricity provider to see if they could explain the huge increase. The electricity provider suggested a test of the meter which required the meter to be switched off for 4 hrs and then reset. All three tenants of the flat were notified 48 hrs in advance.
58. Following the test, the provider confirmed there was no fault with the meter. The Applicant admitted his abuse of the services. The Respondents said they calculated the excess usage over 8 months to be £771.00 and billed the Applicant for the amount which he refused to pay. The Applicant's claim that he offered to pay a contribution is spurious. The Respondents said that they were billed a further £384.50 after the Applicant left.
59. The Respondent said that the internet was not part of his tenancy contract.

60. The Respondents said that they found the Applicant had been covertly mining bitcoin for months, preceding his final departure on 19th August. The Respondents said that the Bitcoin machines use a large amount of electricity and also generate a great deal of heat and have caused fires in residential buildings, resulting in loss of life. (Fire Assessment Report provided).
61. The Respondents said they asked the Applicant to unplug the machines and store them in a safe place which he refused to do. Mr Ghadimi, one of the Respondents in his capacity as the HMO responsible person, emailed the Applicant on two occasions on 6<sup>th</sup> August 2021, asking him to comply with the risk assessment findings. The Respondents said that the Applicant did not comply and carried on with his mining operation. As the responsible person Mr Ghadimi considered that he had to take action to safeguard the health and safety of all the residents. He considered that the only action he could take was to have the power removed by a certified electrician from the sockets in the Applicant's room, at a cost of £200. The power for the heating circuit was disconnected from 3<sup>rd</sup> to 7<sup>th</sup> August 2021 but the lighting circuit was still available.
62. The Applicant then plugged his extension lead into the hallway socket, causing a trip hazard and continued to use the electricity supply.
63. The Applicant refused requests for the Respondents to carry out a fire risk assessment and so the police were called. The Respondents said they explained to the police that the Applicant was refusing to allow a risk assessment of his room. The police ordered the Applicant to allow access to his room for an assessment to be undertaken. The Respondents emailed the Applicant and agreed a mutual time to allow access. (A copy of the report was provided)
64. The Applicant's income from the mining of Bitcoins was reported by his girlfriend Ms Ilona Pitkovic to be £700 per calendar month.
65. The Respondents provided electricity bills as follows:

<b>Date of Invoice</b>	<b>Usage - Kwh</b>	<b>Cost £</b>
26 <sup>th</sup> October 2021	344	57.94
26 <sup>th</sup> November 2021	846	139.62
26 <sup>th</sup> December 2021	552	93.84
26 <sup>th</sup> January 2021	575	97.28
26 <sup>th</sup> February 2021	528	89.54
26 <sup>th</sup> March 2021	664	110.86
26 <sup>th</sup> April 2021	1078	182.18
26 <sup>th</sup> May 2021	1192	217.27
26 <sup>th</sup> June 2021	1351	247.76
26 <sup>th</sup> July 2021	1185	228.84

66. The Respondents said that the electricity consumption doubled for the months of April, May June and July due to the Applicant running the cryptocurrency machines.

15. *Allegation of Abusive Language*

67. The Respondents denied that they had used abusive language as alleged by the Applicant.

**Oral Statements at the Hearing**

68. Mrs Ghadimi confirmed what was said in the written statement of case. She added that the letter she sent on 24<sup>th</sup> June 2021 was not a legal document but a request to the Applicant to let the Respondents know whether he intended to stay or leave. They were not trying to evict him.
69. Mrs Ghadimi said that the Tenancy Agreement (a copy of which was provided) was clear. The Applicant was “to use the Property only as a single private residence for the occupation of the Tenant” and not “to sublet”. Also, the Residents’ Rules (a copy of which had been provided) were quite clear: All guests and visitors to leave the building by midnight. She said the Applicant did not ask or inform them that his family and girlfriend were staying which was contrary to both the Tenancy Agreement and the Rules.
70. She said the Applicant’s conduct was such that he appeared to want the whole Flat to himself and to prevent the Respondents from letting the other two rooms. She said she believed he damaged the locks, the window and the intercom but did not know why. The CCTV was installed to ensure that no further damage took place.
71. Mrs Ghadimi said the Applicant was regularly leaving the Flat in a mess. He left his weight training equipment on the landing, although he did remove it when the Respondents asked. He left his shoes lying around when a prospective tenant was about to visit, which is why she said she tidied them away. His reaction to this was unreasonable and out of all proportion by calling the police.
72. Mrs Ghadimi said the electricity costs were excessively high because of the cryptocurrency machines. She said she could not sleep at night because of the worry about the damage and the electricity bills.
73. She added that they had not tried to evict the Applicant until the Notice dated 12<sup>th</sup> August 2021 (a copy of which was provided).
74. Mr Ghadimi confirmed what he had said in the written statement of case. He said he had never attempted to evict the Applicant until the Notice dated 12<sup>th</sup> August 2021. With regard to the Notice the Applicant had already obtained alternative accommodation and left on 19<sup>th</sup> August 2021 without telling the Respondents in advance. He added that he had never unlawfully harassed the Applicant.
75. He said he believed the Applicant was running a business from the Flat which was contrary to the Tenancy Agreement. He based this on the entry at Companies House (a copy of which was provided).

76. He said that he also believed that the Applicant had damaged the door locks and handles, the window and the intercom. He said it was ridiculous to suggest that he or his wife would do so as it cost so much to repair them. He said that the Applicant had approached the locksmith with a view to repairing the damage to the locks. He said this made him think that the Applicant knew that he had caused the damage and wanted to have it repaired before he or his wife found out. He installed the CCTV on the advice of the police to prevent any more damage occurring.
77. Mr Ghadimi said that he had never tried to forcibly enter the Applicant's room. All he had asked for was access to the room to carry out a safety check while the Applicant was there to complete a fire safety risk assessment (a copy of which was provided). He said that as a result of this check he saw the machines which use an enormous amount of electricity, as could be seen from the bills provided, and produce a lot of heat causing a fire risk, as might be noted from the reports provided, and wires were trailing across the floor causing a hazard. He said because of the amount of electricity the machines use and the heat they generate he considered the risk of fire to be unacceptably high so he turned off the electricity to the sockets in the Applicants room. He did not turn off the lights. He said he turned the electricity back on again after a few days. It was not intended to harass the Applicant or seek his eviction but to make him reduce the amount of electricity he was using. In the event he continued to use the machines by plugging them into the sockets in the hallway.
78. He said that the electricity had been turned off previously when the supplier checked the meters because the bills were so high. All the occupants were told about this and it was only for a short time. It was then that he found out about the machines and asked the Applicant to stop using them and to put them in a storage cupboard for safe keeping, but he refused.
79. The Respondents provided a transcribed video statement of Ilona Pitkevich and the written statements of Paul Caucin, Naela Ali and Tunde Nzegwu. Ilona Pitkevich, Paul Caucin and Naela Ali.
80. Ilona Pitkevich said that the Applicant had damaged the handles and locks. The rest of her statement mostly referred to the Applicant's character rather than his conduct.
81. Paul Caucin, a fellow tenant said that the Applicant had interfered with the electricity in the Flat by removing fuses from the consumer box. He also said that the Applicant had left the kitchen in a mess. He added that he believed the Applicant had damaged the door handles and locks.
82. Naela Ali was a tenant occupying the neighbouring flat with a partner and very young child. It was said that prior to the Applicant becoming a tenant the Flat was quiet. After the Applicant occupied the Flat, he constantly slammed the entrance door, shouted in the hallway in the early morning and caused a disturbance. He was aggressive and rude when he was asked to stop making a

disturbance. As a result of the Applicant's behaviour Naela Ali and partner left their flat.

83. These witness statements did not address the issue of whether the Respondents had or had not committed the alleged offences and although they referred to the Applicant's conduct the witnesses did not attend and so were not available to be cross examined upon their statements, therefore, the Tribunal did not place a great deal of weight upon them.
84. Mr Tunde Nzegwu did attend but his statement referred to the Applicant's character and not his conduct. Mr Nzegwu was not an occupant of the Flat and only dealt with the Applicant's application for Universal Credit and so could not speak of his conduct while an occupant of the Flat.
85. Mr Mariano said that he considered the letter from Mrs Ghadami to be an attempt to evict him unlawfully. He said the address at Companies House was his personal address and did not mean he was running a business from the Flat.
86. Mr Mariano said that the Respondents knew that his family were visiting and had agreed that this girlfriend could stay.
87. He said that Mr Ghadimi visited the communal areas of the Flat about six times a week when he would engage the Applicant in conversation and insult him.
88. Mr Mariano said there was a shoe rack in the hallway where all the shoes were kept and where he had his shoes. The Respondents removed his shoes and would not return them to him until he called the police.
89. Mr Mariano said that he had not caused the damage to the door handles and locks, the window or the intercom.
90. He said that the CCTV camera in the hallway was angled towards the door of his room.
91. He conceded that he had used a large amount of electricity but that did not justify the electricity being turned off between 3<sup>rd</sup> and 7<sup>th</sup> August 2021. He referred to his calculation of the excess electricity and said that he had offered to pay this.
92. He added that the computer he had bought to produce the cryptocurrency was not a fire risk and produced no more heat than a 900-watt hairdryer.

### **Amount of Rent Repayment that could be Claimed**

93. The rent appears from the bank statements provided to be £690 per month which was paid on 14<sup>th</sup> of each month until May 2021. The Applicant appeared to have paid this amount entirely from his own resources. Towards the end of June 2021, the Applicant received Universal Credit. In order to fit with the dates in respect of which he received Universal Credit for the month of June

he part-paid rent of £318.00 on 14<sup>th</sup> June 2021. On 29<sup>th</sup> June 2021 he paid £690.00, £389.00 of which was Universal Credit and on 29<sup>th</sup> July 2021 he also paid £690.00, £389.00 of which was Universal Credit. He said that he did not pay for August as he considered this should be taken from his Deposit.

94. The Applicant was under the impression that the maximum rent repayment that could be claimed was for the period that the alleged offence was continuing. On that understanding he sought a rent repayment order for the rent he had paid from the date when he considered the alleged offence started, which was 24<sup>th</sup> June 2021 until he left on 19<sup>th</sup> August 2021 less any Universal Credit the Applicant claimed as follows:  
Offence commenced on 24<sup>th</sup> June 2021 to 19<sup>th</sup> August 2021 when tenant left  
June £318.00 + £690.00 = £1,008 - £389.99 Universal Credit = £618.01  
July £690.00 - 389.99 Universal Credit = £300.99  
Total payable = £919.00  
He also sought payment of a further £690.00 for his deposit.  
He therefore claimed a total of £1,609.00  
He accepted a reduction of £339.48 for his contribution to the electricity bill making £1,269.52.
95. The Tribunal noted that, in fact, for the offences alleged, the maximum that may be claimed is the rent paid during the period of 12 months ending with the date when the alleged offence took place. In this case if the offence took place on 24<sup>th</sup> June 2021 as alleged by the Applicant the maximum rent that could be claimed and ordered to be repaid is from 25<sup>th</sup> June 2020 to 24<sup>th</sup> June 2021. The monthly rent paid by the Applicant was £690.00 for 12 months being a total of £8,280 as he was not in receipt of Universal Credit until after that date.

## **Decision**

96. The Tribunal considered all the evidence that was adduced except the videos, the admissibility of which was dealt with as a Preliminary Matter. The transcribed video statement of Ilona Pitkevich and the written statements of Paul Caucin, Naela Ali and the written and oral statements of Tunde Nzegwu only related to the Applicant's general conduct. Therefore they would only be relevant when the Tribunal considered the amount of the Rent Repayment Order. They did not relate to whether the Respondents had committed an offence under section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.
97. The Tribunal addressed the following issues:
- 1) The Application –  
Whether the application is valid.
  - 2) The Offence -  
Whether it was shown beyond a reasonable doubt that an offence under section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977 had been committed in relation to housing that at the time of the offence was let to the Applicant.
  - 3) The Order -  
If an offence has been committed:

What the maximum amount of rent repayment is that can be ordered.  
Whether if an Order can be made, whether it should be made and if so  
for what amount taking account of:

- (a) the conduct of the landlord;
- (b) the financial circumstances of the landlord;
- (c) the previous convictions of the landlord (if any);
- (d) the conduct of the tenant; and
- (e) any other factors.

### ***1. The Application***

98. The Tribunal considered the validity of the Application for a Rent Repayment Order and the period for which it was claimed. The Tribunal found that the Application was valid for the following reasons:

1. The offence was allegedly committed on 24<sup>th</sup> July 2021 which was during the period from 14<sup>th</sup> April 2020 to 19<sup>th</sup> August 2021 when the Property was let to the Applicant Tenant during which time the Applicant occupied the Property as his main residence.
2. The offence was allegedly committed by the Respondent Landlords on the 24<sup>th</sup> July 2021 which is within the period of 12 months ending with the date the application was made on 10<sup>th</sup> September 2021.
3. The maximum period for which rent can be reclaimed is 12 months ending with the date of the offence. In this case the Property was let to the Applicant Tenant for the whole of the period of 12 months ending on 24<sup>th</sup> June 2021 i.e., 25<sup>th</sup> June 2020 to 24<sup>th</sup> June 2021.
4. The Tribunal found that no notice of intended proceedings had been served by the local housing authority on the Respondents under section 42 Housing and Planning Act 2016.

### ***2. The Offence***

99. The Tribunal must find beyond a reasonable doubt that the Respondent has committed one or more of the specified offences under section 6 of the Criminal Law Act 1977 and section 1 of the Protection from Eviction Act 1977 during the period from 14<sup>th</sup> April 2020 to 19<sup>th</sup> August 2021 when the Property was let to the Applicant.

100. The Tribunal considered each of the incidents which the Applicant alleged amounted to an offence under section 6 of the Criminal Law Act 1977 and section 1 of the Protection from Eviction Act 1977 and when they occurred.

101. In the case of these particular offences, the maximum amount of the Rent Repayment Order under section 40(2) of the 2004 Act is the total amount of rent paid in the 12 months preceding the committing of the offence. The Tribunal therefore must determine the date when the offence or the first of the offences if more than one was committed. If the offence is a continuing offence, then this will be reflected in the amount of the order.

1. *Eviction Allegation*

102. The letter of 24<sup>th</sup> June 2021 mentioned by the Applicant was referred to the Tribunal Office on the understanding by the Applicant that it was a notice to increase the rent. A Procedural Judge found that the letter was not a lawful notice to increase the rent. It was noted that it referred to vacating the Property although this was not a matter within the tribunal's rent jurisdiction. The Tribunal considered whether the letter amounted to an offence under either of the Acts. The Tribunal found that section 6 of the Criminal Law Act 1977 did not apply as there was not threat of violence to secure entry to the Applicant's room. Section 1 of the Protection from Eviction Act 1977 potentially applied due to the mention of vacating the room, however the letter appeared to be an attempt to increase the rent rather than make the Applicant give up occupation. Therefore, the Tribunal was not satisfied beyond a reasonable doubt that the letter was an offence under either Act.

2. *Allegation of Harassment*

103. The Tribunal found that on considering all the allegations made by the Applicant that there was insufficient evidence that the Respondents had decided upon a concerted programme of harassment for the Tribunal to be satisfied beyond a reasonable doubt that an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977 had been committed.

3. *Allegation of Running a Business*

104. The accusation that the Applicant was running a business from the Property because he had his address in Companies House for a personal correspondence address for a trustee position of a local charity is only a statement that the Respondents believed that the Applicant was in breach of the Tenancy Agreement, which had some basis. The Tribunal was not satisfied beyond a reasonable doubt that such a statement, even if incorrect, amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

4. *Allegation of Subletting*

105. The Respondents' accusation that the Applicant was subletting his room to his girlfriend is only a statement that the Respondents believed that the Applicant was in breach of the Tenancy Agreement. The Tribunal was not satisfied beyond a reasonable doubt that such a statement, even if incorrect, amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

5. *Allegation of an Excessive Number of Inspections*

106. The Respondents are entitled to inspect the common parts of the Flat every day. Whether the Respondents engaging in discussions with the Applicant on the 7 days between 2<sup>nd</sup> to 8<sup>th</sup> July 2021 amounted to an offence under either



Act depends very much on what was discussed. In the absence of evidence, the Tribunal was not satisfied beyond a reasonable doubt that such conduct amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

6. *Incident re Shoes*

107. The altercation described on 12th July 2021 in which it was alleged the Respondents hid the Applicant's shoes and refused to give them back resulting in calling the police appeared to the Tribunal to be akin to a domestic dispute. The Tribunal was not satisfied beyond a reasonable doubt that the incident amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

7. *Allegation of Respondent Damaging Own Property*

108. The parties agreed that there was damage to the handles in the Flat. The answers to the questions as to who, how or why the damage was caused were not clear. There was insufficient evidence for the Tribunal to make a decision as to what had occurred or to be satisfied beyond a reasonable doubt that the conduct of the Respondents amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

8. *Allegation that Respondent Entered the Flat Excessively on 15<sup>th</sup> July 2021*

109. The Respondents are entitled to enter the common parts of the Flat and vacant rooms to prepare them for a new tenant or other prospective occupant. For the Respondents to enter the Flat on 15<sup>th</sup> July 2020 four times during the morning in making preparations for the first Airbnb guest is not, in the absence of other evidence, unreasonable. In the absence of such evidence, the Tribunal was not satisfied beyond a reasonable doubt that such conduct amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

9. *Allegation the Applicant Damaged Intercom*

110. The parties agreed that there was damage to the intercom on 17<sup>th</sup> July 2021 to the Flat. The answers to the questions as to who, how or why the damage was caused were, as for the handles and locks, not clear. There was insufficient evidence for the Tribunal to make a decision as to what had occurred or to be satisfied beyond a reasonable doubt that the conduct of the Respondents amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

10. *Allegation of Entry to the Flat without Notice*

111. As stated above, the Respondents are entitled to enter the common parts of the Flat. It was not clear what the contention was with regard to the section 21 Notice under the Housing Act 1988 but the Tribunal was not satisfied beyond

a reasonable doubt that an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977 had been committed.

*11. Allegation of Abuse following Complaint about Cleaning*

112. The altercation between the Respondents, the Applicant and his girlfriend on the 21<sup>st</sup> July 2021 which resulted in the police being called appeared to the Tribunal to be a domestic dispute. The Tribunal was not satisfied beyond a reasonable doubt that the incident amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

*12. Allegation the Applicant Broke a Window*

113. The parties appeared to agree that on 23<sup>rd</sup> July 2021 that it was noted that there was damage to a window. The answers to the questions as to who, how or why the damage was caused were not clear. There was insufficient evidence for the Tribunal to make a decision as to what had occurred or to be satisfied beyond a reasonable doubt that the conduct of the Respondents amounted to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

*13. Installation of CCTV*

114. The parties agreed that on 24<sup>th</sup> July 2021 the Respondents installed a CCTV system in the communal areas of the flat, with one camera in the hallway and another in the sitting room. The Applicant said that on 28<sup>th</sup> July 2021 the Respondents adjusted the CCTV camera to point at the door of the Applicant's room. The Respondents said they installed the CCTV on advice of the police because the Respondents feared the Applicant would damage the Flat and this gave them sleepless nights. They said they fitted two cameras, one in the sitting room and one in the hallway to prevent the Applicant from tampering with the electricity fuse box in the cupboard which they said the Applicant had tampered with previously.
115. The Tribunal considered that, notwithstanding the police advice, the installation of cameras for the surveillance of the tenants in the communal areas which give access to shared facilities (kitchen and bathroom) was intrusive. However, it was agreed by both parties that damage had been caused to the Flat and although the Respondents suspected the Applicant, there were other occupants. If the cameras could observe only the Applicant the Tribunal might have been satisfied that the Respondents knew or had reasonable cause to believe, that the installation was likely to cause him to give up the occupation of the premises. However, taking into account the damage caused and that all the residential occupants were observed the Tribunal found that the Respondents believed the installation would only deter the tenants from contravening their Tenancy Agreements or House Rules and so had reasonable grounds to install CCTV.

116. Therefore, the Tribunal was not satisfied beyond a reasonable doubt that the installation on 24<sup>th</sup> July 2021 of a CCTV system in the communal areas of the Flat was an offence under section 1(3A) (a) of the Protection from Eviction Act 1977 and even if it were section 1(3B) of the Act was a defence.

14. *Allegation that Electricity & Internet turned off & Intrusive Fire Risk Assessment*

117. The parties agreed that on 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup> July 2020 the Respondents deprived the Applicant of the Internet connection from midnight to 6.00 p.m. It was also agreed that on 4<sup>th</sup> August 2021 the Respondents conducted a fire risk assessment as a result of which, from 3<sup>rd</sup> to 7<sup>th</sup> August 2020 the Respondents cut off the electricity from the Applicant's room with regard to the circuit supplying electricity to the sockets, although the lighting circuit remained connected.

118. Firstly, the Tribunal found that there is no mention of the provision of an internet connection in the Tenancy Agreement. It also found that the disconnection of the internet from midnight to 6 p.m. on 28<sup>th</sup>, 29<sup>th</sup> and 30<sup>th</sup> July 2021 did not amount to an offence under section 1(3A) of the Protection from Eviction Act 1977. The purpose was to limit the operation of the cryptocurrency machines and thereby limit the quantity of electricity being used, not to cause the Applicant as the residential occupier to give up the occupation of the Property.

119. Secondly, the Tribunal found that the Respondents' conducting a fire risk assessment on 4<sup>th</sup> August 2021 did not amount to an offence under section 1(3A) of the Protection from Eviction Act 1977. In addition, from the photographs depicting the quantity of electrical equipment and the number of extension cables there was justification for finding that there was a fire hazard and possible breach of the Tenancy Agreement. The Tribunal noted Clause 2 paragraph 4 of the Use of the Property Section of the Tenancy Agreement which states:

"To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system."

120. In addition, the Applicant said that the computer generated the same heat as a 900-watt hair dryer. He also stated that he had kept his new computer on most of the time. Whereas a hair dryer might be used for a short period of time, to leave a machine of that wattage on most of the time is likely to generate a considerable amount of heat. The Tribunal found that the Respondents were justified in considering the Applicant's use of the computer might amount to a fire risk.

121. Thirdly, the Tribunal found that the Respondents' disconnection of the electricity supply to the sockets to the Applicant's room was intended to discourage his high use of electricity and not to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

122. The Tribunal was persuaded in this by the reconnection on 7<sup>th</sup> July 2021; the disconnection only being related to the sockets; the Applicant not being prevented from using any of the essential services for residential occupancy. The Applicant still had cooking and bathing facilities and light; he was able to use and did use other sockets in the Flat. The intention was to limit the quantity of electricity being used, not to cause the Applicant as the residential occupier to give up the occupation of the Property.
123. In addition, the Tribunal noted that for the months of April, May, June and July the electricity bills significantly increased doubled and the Applicant conceded that this was due to his usage. The Tribunal found that the Respondent did have reasonable cause to withdraw the service in question for a short period.

*15. Allegation of Abusive Language*

124. The Tribunal considered the alleged abusive words that had been used by the Respondents to the Applicant and found that even if they had been said they would not amount to an offence under either section 6 of the Criminal Law Act 1977 or section 1 of the Protection from Eviction Act 1977.

*Summary*

125. Having examined and considered all the Applicant's allegations the Tribunal is not satisfied beyond a reasonable that the Respondents had committed an offence under section 6 of the Criminal Law Act or section 1 of the Protection from Eviction Act 1977 during the period from 14<sup>th</sup> April 2020 to 19<sup>th</sup> August 2021 when the Property was let to the Applicant.

**3) The Order**

126. The Tribunal then considered the issue of the Order. As it has found that no offence has been committed the Tribunal cannot make an Order.
127. Therefore, it is not necessary for the Tribunal to consider:  
What the maximum amount of rent repayment is that can be ordered;  
or  
Whether an Order should be made and if so for what amount, taking account of:  
(a) the conduct of the landlord;  
(b) the financial circumstances of the landlord;  
(c) the previous convictions of the landlord (if any);  
(d) the conduct of the tenant; and  
(e) any other factors.

**Conclusion**

128. The Tribunal determines that for the reasons stated the Respondent Landlords have not committed offence(s) under section 6(1) of the Criminal Law Act 1977 (violence for securing entry) and/or sections 1(2), (3) or (3A) of

the Protection from Eviction Act 1977 (eviction or harassment of occupiers) as a result the Tribunal makes no Rent Repayment Order.

**Judge JR Morris**

**ANNEX 1 - 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.

## ANNEX 2 – THE LAW

1. The relevant provisions regarding the Rent Repayment Orders are in Chapter 4 sections 40, 41, 43 and 44 of the Housing Act 2016 (2016 Act) as follows:

### **Section 40 Introduction and key definitions**

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
- (a) repay an amount of rent paid by a tenant, or
  - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc
5		section 72(1)	control or management of unlicensed HMO
6		section 95(1)	control or management of unlicensed house
7	This Act	section 21	breach of banning order

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

### **Section 41 Application for rent repayment order**

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if —
  - (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
  - (b) the offence was committed in the period of 12 months ending with the day on which the application is made.
- (3) A local housing authority may apply for a rent repayment order only if—
  - (a) the offence relates to housing in the authority’s area, and
  - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

### **Section 43 Making of rent repayment order**

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
  - (a) section 44 (where the application is made by a tenant);
  - (b) section 45 (where the application is made by a local housing authority);
  - (c) section 46 (in certain cases where the landlord has been convicted etc).

### **Section 44 Amount of order: tenants**

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
- (a) the rent paid in respect of that period, less
  - (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) 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
  - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

**Section 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.

2. The relevant provisions regarding the Criminal Law Act 1977 are as follows:

**Section 6 Violence for securing entry.**

- (1) Subject to the following provisions of this section, any person who, without lawful authority, uses or threatens violence for the purpose of securing entry into any premises for himself or for any other person is guilty of an offence, provided that—
  - (a) there is someone present on those premises at the time who is opposed to the entry which the violence is intended to secure; and
  - (b) the person using or threatening the violence knows that that is the case.

(1A) Subsection (1) above does not apply to a person who is a displaced residential occupier or a protected intending occupier of the premises in question or who is acting on behalf of such an occupier; and if the accused adduces sufficient evidence that he was, or was acting on behalf of, such an occupier he shall be presumed to be, or to be acting on behalf of, such an occupier unless the contrary is proved by the prosecution.

- (2) Subject to subsection (1A) above, the fact that a person has any interest in or right to possession or occupation of any premises shall not for the purposes of subsection (1) above constitute lawful authority for the use or threat of violence by him or anyone else for the purpose of securing his entry into those premises.

3. The relevant provisions regarding the Protection from Eviction Act 1977 are as follows:

**Section 1 Unlawful eviction and harassment of occupier.**

- (1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.
- (2) If any person unlawfully deprives the residential occupier of any premises or his occupation of the premises or any part thereof, or

attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

- (3) If any person with intent to cause the residential occupier of any premises—
- (a) to give up the occupation of the premises or any part thereof; or
  - (b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;
- does acts calculated to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.
- (3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—
- (a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
  - (b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,
- and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.
- (3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.