FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**BIR/00CQ/HMF/2022/0021 - 25**
Property	**:**	**9 Botoner Road, Coventry, CV1 2DA**
Applicant	**:**	**(1) Mr Teniola Kolawole – Room 5** **(2) Miss Sian Grant – Room 1** **(3) Mr Onyedikachi Ugwuanyi – Room 4** **(4) Mr Jordan Williams – Room 2** **(5) Ms Molly Murphy – Room 6**
Representative	**:**	**Ms Molly Murphy**
Respondent	**:**	**JPS Properties (UK) Limited**
Type of Application	**:**	**Application under section 41(1) of the Housing and Planning Act 2016 for a rent repayment order**
Tribunal Members	**:**	**Judge M K Gandham** **Mr A McMurdo MCIEH**
Date of Hearing	**:**	**2 December 2022**
Date of Decision	**:**	**27 February 2023**

DECISION

Decision

1. The Tribunal hereby orders JPS Properties (UK) Limited to repay the following amounts of rent:

    (a) To Mr Teniola Kolawole the sum of £119.91
    (b) To Miss Sian Grant the sum of £334.97
    (c) To Mr Onyedikachi Ugwuanyi the sum of £334.97
    (d) To Mr Jordan Williams the sum of 103.57
    (e) To Ms Molly Murphy the sum of £334.97

2. The Tribunal also orders, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, that JPS Properties (UK) Limited reimburse to each of the aforementioned Applicants a sum of £140 (comprising their tribunal application fees (£100 each) and their equal share of the hearing fee (£40 each)).

Reasons for Decision

Introduction

3. By Applications received by the Tribunal on 25 July 2022, Mr Teniola Kolawole, Miss Sian Grant, Mr Onyedikachi Ugwuanyi, Mr Jordan Williams and Ms Molly Murphy ('the Applicants') applied for rent repayment orders under section 41(1) of the Housing and Planning Act 2016 ('the Act'). The orders sought were in respect of rent they had each paid as tenants of the property known as 9 Botoner Road, Coventry, CV1 2DA ('the Property').

4. The Applicants let individual rooms in the Property on separate assured shorthold tenancies, with the tenancies beginning on staggered dates between January and August 2022 at different monthly rents (see Table A of the Appendix to this decision). All of the rooms were ensuite, with the Applicants sharing common areas such as the kitchen.

5. Although the Landlord was detailed in each of the five tenancy agreements as "*Mr Panesar c/o Cloud9 Estate Agents, 108 Walsgrave Road, Coventry, CV2 4ED*", it was established that Cloud9 were the managing agent and that the Landlord was JPS Properties (UK) Limited ('the Respondent'), of whom Mr Sukhvinder Panesar was a director.

6. The Tribunal issued Directions consolidating the five applications on 15 August 2022. An inspection of the Property was not undertaken and, in accordance with the Directions, the Tribunal received a bundle of documents from each of the parties, as well as additional evidence from the Respondent (by way of copy correspondence) prior to the hearing.

7. A hearing was held remotely, via the HMCTS Video Hearing Service (VHS) on 2 December 2022. Following the hearing, the Respondent provided copies of

various utility and council tax invoices and the Tribunal reconvened to make its determination.

The Law

8. Section 40 of the Act provides that a rent repayment order is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant. It confers power on the First-tier tribunal to make such an order in favour of a tenant where the landlord has committed an offence to which Chapter 4 of the Act applies.

9. The relevant offences are detailed in section 40(3) of the Act as follows:

	Act	*section*	*general description of offence*
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*

10. Section 41 of the Act details the application process and provides:

> ***41 Application for rent repayment order***
>
> *(1) A tenant … 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.*
>
> …

11. Sections 43 and 44 of the Act detail the power of the tribunal to make an order and the amount of that order and, in respect of an application by a tenant, provide:

> ***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);

…

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.

If the order is made on the ground that the landlord has committed	*the amount must relate to rent paid by the tenant in respect of*
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*
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.

Hearing

12. Ms Molly Murphy (the Applicants' Representative) attended the hearing alone. The Respondent was represented by Mr Sukhvinder Panesar and by Miss Pindo Matharu (Mr Panesar's personal assistant).

13. Mr Panesar confirmed, at the hearing, that the Respondent owned the freehold of the Property and that he had signed the five tenancy agreements as a director

of and on behalf of the Respondent company, who was the landlord. He confirmed that Cloud9 were the managing agent.

Matters agreed between the parties

14. The following matters were either agreed by the parties or were not in dispute:

- the dates of the tenancies and monthly rents (as detailed in Table A of the Appendix);
- the Respondent, under the agreements, was responsible for all of the utilities, broadband, TV Licence and council tax;
- the rents had been received from each of the Applicants by the Landlord and there were no arrears of rent;
- the Applicants were all from different households and the Property was, accordingly, classed as a house in multiple occupation (a HMO);
- the Property was subject to an additional licensing scheme brought into force by Coventry City Council on 4 May 2020, which required HMOs occupied by three or more persons comprising two or more households to be licensed;
- the Property was first occupied by three unrelated people on 3 February 2022, without a licence;
- Steven Chantler, a Principal Environmental Health Officer from Coventry City Council, attended the Property on 28 April 2022 and, subsequently, wrote to the Respondent explaining that it was suspected that the Respondent was operating an unlicensed HMO, which was an offence;
- the Respondent made an application for a licence in May 2022;
- there were no issues relating to the conduct of the Applicants;
- the Respondent did not raise any matters regarding its financial circumstances; and
- the Respondent had not been convicted or received a Financial Penalty in respect of any offence detailed in section 40(3) of the Act.

Matters in dispute between the parties

15. The following matters were in dispute:

- whether the Respondent had a reasonable excuse for not having a licence;
- the date the application for a licence was made; and
- the conduct of the Respondent.

The Applicants' submissions

16. Ms Murphy, on behalf of the Applicants, stated that the Applicants were informed by Steven Chantler (from Coventry City Council) in June 2022, that the Property should have been licensed due to the number of occupants.

17. Although in the Applicants' written statement, they had stated that they considered that they should be entitled to a reimbursement of all of the rent that they had paid to the Respondent during the period the Property was

unlicensed, at the hearing Ms Murphy accepted that she now understood that the maximum rent that could be repaid was that which was paid during the period of the offence.

18. In relation to the state of the Property, Ms Murphy stated that when she first began her occupation, in January 2022, that the "*hot water tank*" had not been switched on, there was no gas supply for heating or for the cooker, there was no Wi-Fi or TV, scaffolding had not been removed from the outside of the Property and the garden had not been fully cleared. She also stated that electric roof windows fitted in the kitchen ceiling did not work, the light above the hob in the kitchen was broken, there was some bubbling to the newly laid kitchen flooring and one of the bedrooms was missing a mirror.

19. Ms Murphy submitted that the Property should not have been let without a licence and with outstanding works still to be completed, as it was not advertised as such.

20. Ms Murphy confirmed that she had managed to switch the hot water supply on and that most of the other matters had been dealt with fairly quickly, although the gas and heating supply remained inconsistent, as it was on a prepayment meter and the credit would run out, and the scaffolding was not removed for a number of weeks. She confirmed that Mr Panesar did attend the Property on the day after she moved in, to provide electric heaters, and that he spoke to the gas provider with regard to changing the type of supply.

21. Ms Murphy accepted that the scaffolding, the items in the garden, the hob light and the kitchen flooring did not affect the Applicants' use or enjoyment of the Property. She also confirmed that most of the initial issues with the Property only affected her enjoyment of it and that the Respondent had paid her an amount of £30 as a gesture of goodwill for the inconvenience caused.

22. With regard to the gas supply, Ms Murphy stated that the Respondent would generally top up the meter, however, she stated that, on occasion, the Applicants would have to do the same. She was unable to confirm as to whether the Applicants had all been reimbursed for such payments or whether any receipts were passed on to the managing agent.

23. Finally, Ms Murphy stated that Mr Panesar had let himself into the Property on two occasions without her permission, the first being on the day she moved in and the second being on the day after. She confirmed that he did knock on the door the third time he came to the Property, which was when he supplied the electric heaters for her.

24. The Applicants supplied, with their bundle, a statement from Steven Chantler, which confirmed that he attended the Property on 28 April 2022, that he wrote to the Respondent on 5 May 2022 and that the Respondent applied for a HMO licence on 18 May 2022.

The Respondent's submissions

25. Mr Panesar, on behalf the Respondent, confirmed that the Respondent accepted that there was a short period of time during which the Property was without a licence but stated that a licence had been applied for as soon as the Respondent had been made aware of its mistake.

26. Mr Panesar stated that the Property had been renovated by the Respondent to a very high standard to ensure that it met all HMO regulations. He stated that the Respondent relied on various managing agents to look after their property portfolio and that it was common practice for the agents to advise them as to any licensing procedures.

27. Mr Panesar confirmed that the Respondent only owned two properties in Coventry, their other ten properties being based in Birmingham. He stated that the other property in Coventry, on Welland Road, did have a HMO licence, which had been granted in September 2021. He stated that Cloud9 was the managing agent for that property and were detailed as the licence holder.

28. Mr Panesar stated that the occupation of Welland Road had not been staggered and that, had they fully let Botoner Road from the start of September as was usual for them, they would have known that a licence was needed. As the letting was on a staggered basis, and as they had been unaware of the additional licensing requirements in Coventry, they did not realise that they needed a licence as soon as there were three occupants. He confirmed that there was no clause in his contract with Cloud9 to state that they would be responsible for licensing matters.

29. Mr Panesar stated that the failure to obtain a licence was a genuine error and that, immediately after becoming aware that a licence was required, he made the online application within 24 hours and paid all the fees. He stated that the application process was straightforward and that there would have been no reason that he would not have made the application sooner had he realised that a licence was required.

30. Mr Panesar confirmed that he was still awaiting confirmation from the Council as to whether the licence had been granted but stated that the application had been made on 6 May 2022, not 18 May 2022 as stated by Mr Chantler. He referred to an email supplied with the Respondent's bundle from the local authority dated 6 May 2022 confirming that the licence application had been submitted and providing a reference number.

31. In relation to the issues with the Property referred to by Ms Murphy, Mr Panesar stated that the Applicants were the first tenants to occupy the Property since its refurbishment and that Ms Murphy had wanted to occupy the Property as soon as possible. He stated that the managing agent had offered a reduced rent of £475, rather than the usual rent of £565, as there were some matters which were still outstanding.

32. Mr Panesar stated that he had spoken to Scottish Power a number of times to resolve the issue relating to the gas; he confirmed that hot water had always been available. He stated that, whilst the issue with the gas supply for the

heating was being resolved, he purchased electric heaters for Ms Murphy and he confirmed that the gas meter was topped up by the Respondent until the payments could be changed to direct debit payments. He confirmed that Ms Murphy had been paid a sum of £30 for any inconvenience and that, had any of the Applicants paid for any top ups for the gas supply, they would have been reimbursed for the same if they had provided receipts to the managing agent.

33. With regard to attending the Property without notice, Mr Panesar disputed the same and stated that he would always inform the managing agent as to when he was going to attend and would always knock on the front door prior to entering the Property.

34. In relation to the payments made by the Applicants, Mr Panesar confirmed that the Respondent paid for the gas, electric, water, broadband, the TV licence and council tax from the rental payments. He confirmed that council tax was payable, as not all of the occupants of the Property were students.

35. Finally, Mr Panesar stated that the Respondent, in an effort to resolve the matter, had written to each of Applicants offering settlement payments. He stated that the information given in those letters with respect to expenses had been based on average quarterly payments for one of the Respondent's other six bedroomed properties, as not all of the invoices for the Property had been available at the time. He confirmed that the expenses detailed in those letters included the managing agent's commission fee, as he submitted that the Applicants were the only people to receive the benefit of the managing agent's service.

The Tribunal's Deliberations

36. In reaching its determination the Tribunal considered the relevant law, in addition to all of the evidence submitted and briefly summarised above.

37. Prior to being able to make a rent repayment order under the Act, the Tribunal must be satisfied '*beyond reasonable doubt*' (under section 43) that the Respondent had committed one or more of the offences referred to in section 40(3) of the Act.

38. Although there was some confusion initially as to whom the landlord was, based on the submissions made at the hearing, the Tribunal is satisfied that the Respondent was the landlord and the person managing the Property in accordance with section 263 of the Housing Act 2004 ('the 2004 Act').

39. Neither party disputed that the Property was subject to additional licensing as soon as there were three tenants in occupation (on 3 February 2022), nor that the Property was unlicensed at that time.

40. Accordingly, the Tribunal is satisfied that the Respondent committed an offence under section 72 (1) of the 2004 Act, as the Respondent was managing an HMO which was required to be licensed but was not so licenced.

Reasonable Excuse for Failure to Licence

41. As to whether the Respondent had a reasonable excuse under section 72(5) of the 2004 Act for failing to obtain a licence sooner, based on the evidence before it, the Tribunal found the Respondent did not.

42. Although Mr Panesar submitted that the managing agent should have informed the Respondent that a licence would be required as soon as there were three occupants (due to the local authority's additional licencing criteria), he confirmed that there was no written agreement with the managing agent to confirm that they were responsible for the licensing requirements. Without any such confirmation, or other compelling evidence indicating likewise, the Tribunal finds that the responsibility is on the landlord of a property to ensure that all licensing requirements are followed.

43. The Tribunal does accept that the failure to licence was a genuine mistake on behalf of the Respondent, probably compounded by the staggered letting, however, the Tribunal does not consider that ignorance of the requirements amounts to a reasonable excuse in this matter and, therefore, finds that there is no defence for the offence committed under section 72(1) of the 2004 Act.

Date the Application was made

44. With regard to the date the application was made, although Mr Chantler's statement referred to an application for a licence having been made on 18 May 2022, the Tribunal is satisfied that the email contained within the Respondent's bundle confirmed that an application had actually been received by the local authority's HMO Licensing Team on 6 May 2022. The email also confirmed, in the subject line, that the application related to a HMO licence for the Property.

45. As the application for a licence, under section 72(4)(b) of the 2004 Act, is a defence to the offence committed and as there was no evidence to suggest that such application was no longer effective, the Tribunal finds that the offence was committed during the period 3 February 2022 to 5 May 2022.

Amount of the Order

46. The Tribunal was able to make a rent payment order, having been satisfied that: an offence had been committed under section 72(1) of the 2004 Act between the dates of 3 February 2022 and 5 May 2022; that the offence had been committed within the twelve months preceding the date of the application (being 25 July 2022) and that, whilst the offence had been committed, the Applicants had paid rent to the Respondent from their own funds.

47. Taking into account the guidance given by the Chamber President, The Hon Mr Justice Fancourt, in the decision by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 0244 (LC), the Tribunal noted that the correct approach when considering what amount of repayment order is reasonable in any given case was for the tribunal to consider "*what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a*

combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions". The Tribunal also noted that the decision confirmed that the tribunal should have particular regard to the conduct of both parties (including the seriousness of the offence committed), the financial circumstances the landlord, whether the landlord had at any time been convicted of a relevant offence and "*any other factors that appear to be relevant*" [paragraph 50].

48. The maximum amount paid by the Applicants during the period of the offence varied as only Ms Murphy, Miss Grant and Mr Ugwuanyi had been in occupation on 3 February 2022. Mr Kolawole's tenancy began on 1 April 2022 and Mr Williams did not commence occupation until 6 April 2022. In addition, Mr Kolawole and Mr Williams paid a lower monthly rent. As such the *maximum* amount of rent paid during the relevant period by each of the tenants differed, as detailed in Table B in the Appendix.

49. The Tribunal deducted from those *maximum* sums any element of those sums which represented payment for utilities and services which, as Judge Cooke stated in *Acheampong v Roman and others* [2022] UKUT 239 (LC), "*only benefited the tenant*" [para 20]. Under the tenancy agreements, the landlord was responsible for the gas, electricity, water and internet services and, in addition, the Respondent had paid for the TV licence and council tax, which were the Applicants' responsibility under their respective agreements. The Tribunal was satisfied that all of these utilities and services were solely for the benefit of the tenants. The Tribunal did not accept that the services of the managing agent were solely for the benefit of the tenants and, accordingly, did not consider that any deductions for the same should be made.

50. With regard to the amount of the deductions, the Respondent had supplied copies of various bills for all of the utilities, other than electricity for which it stated that the figure detailed in the bundle should be used. The Tribunal, based on its expertise and experience, considered that a sum of £100 per calendar month for electricity was appropriate. With regard to the council tax bills, the Tribunal only included the amounts payable for the actual council tax, not for any court costs or long-term empty property payments, which were not the responsibility of the tenants.

51. With regard to payment of any gas meter top ups by the Applicants, although the Respondent would be liable to pay the same under the terms of the tenancy agreements, as Ms Murphy was unable to evidence any such payments, this was not something the Tribunal could take in to account.

52. Having calculated the daily rate for each of the utility/service items – based on the amount of the bills and the period covered – the Tribunal calculated the cost of each utility over the 57 days that there were three occupants, the 5 days when there were four occupants, and the 30 days when there were five occupants. [The Tribunal's calculations and resulting sums are detailed in Table C in the Appendix.]

53. The Tribunal then deducted the cost of the utilities/services to each of the Applicants from the rent paid by them during the period of the offence. [The Tribunal's calculation and the resulting sums are detailed in Table D in the Appendix.]

54. The Tribunal noted that there had been no issues with regard to the conduct of the Applicants and that the Respondent had not raised any issues regarding its financial circumstances.

55. In relation to the conduct of the Respondent, the Tribunal noted that the offence of not having a HMO licence was not the most serious type of offence, although it accepted that licensing requirements were necessary and that an order ought to be made to deter evasion.

56. There was no evidence to suggest that the Respondent had been convicted of any other offence and, although the Respondent had a property portfolio and was in the business of letting properties, this was one of only two properties it owned in Coventry. In addition, the Tribunal accepted that, although the Respondent was aware of HMO licensing, it had not been aware of the local authority's additional licensing requirements and that the failure to obtain a licence had been a genuine oversight, in part, caused by the staggered letting. The Tribunal also noted that the Respondent had applied for a licence within twenty-four hours of being notified of its error.

57. With regard to the Applicants' other submissions, although Ms Murphy had stated that Mr Panesar had entered the Property on two occasions at the beginning of her occupancy without knocking, she made no comments regarding his conduct on entering the Property, he only appeared to have entered the common areas and he denied that he had entered without notice having been given.

58. In relation to the condition of the Property, the Tribunal accepted that there were some snagging items which required rectifying as the Property had been recently renovated and noted that the Respondent was unable to provide any corroborating evidence to suggest that the rent had been reduced because of the same. The Tribunal considered, however, that many of the items (the missing mirror, the broken hob light, the roof windows and the items in the garden) would have caused minimal disruption whilst they were being rectified and that other items (the external scaffolding and the kitchen flooring) did not appear to have had any effect on the Applicants' enjoyment of the Property. In addition, the Tribunal found that some other items – the initial failure of a heating supply, the lack of Wi-Fi and a TV – would have had a greater effect on Ms Murphy than the other tenants and that she had accepted a sum of £30 from the Respondent as a gesture of goodwill.

59. The Tribunal noted that there was no suggestion that that the Property would not have received a HMO licence, there were no fire or safety issues and the Property appeared to have been renovated to a fairly high standard.

60. Having considered all of the above, the Tribunal considered that a repayment of 30% of the sums paid [Rent Less Utilities in Table D] was appropriate.

61. According the amounts to be repaid are as follows:

- For Mr Kolawole, £399.71 x 30% = £119.91
- For Miss Grant, £1,116.57 x 30% = £334.97
- For Mr Ugwuanyi, £1,116.57 x 30% = £334.97
- For Mr Williams, £345.24 x 30% = £103.57
- For Ms Murphy, £1,116.57 x 30% = £334.97

Order under Rule 13

62. The Tribunal can, on its own initiative, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 "*make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party…*". In this matter, the Applicants had paid an application fee of £100 each and a joint hearing fee of £200.

63. Having found that the Respondent had committed an offence and had no reasonable excuse to do so, the Tribunal finds it appropriate to make an order under Rule 13(2) and orders the Respondent to reimburse to each of the Applicants their application fees and their share of the joint hearing fee.

Appeal Provisions

64. If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M. K. GANDHAM
.....
Judge M. K. Gandham

Appendix

Table A – Dates of Occupation and Monthly Rent

NAME	ROOM NO	DATE OF AGREEMENT	MONTHLY RENT	TENANCY DATES
Murphy	6	14/1/22	£475.00	14/1/22 – 31/8/22
Grant	1	22/1/22	£475.00	22/1/22 – 21/7/22
Ugwuanyi	4	3/2/22	£475.00	3/2/22 – 2/8/22
Kolawole	5	1/4/22	£425.00	1/4/22 – 31/8/22
Williams	2	6/4/22	£425.00	6/4/22 – 5/8/22

Table B - Rent paid over period

NAME	ROOM NO	MONTHLY RENT	DAILY RATE	DATES OF OCCUPATION WHILST UNLICENSED	DAYS	RENT PAID DURING OFFENCE
Murphy	6	£475.00	15.62	3/2/22 – 5/5/22	92	£1,437.04
Grant	1	£475.00	15.62	3/2/22 – 5/5/22	92	£1,437.04
Ugwuanyi	4	£475.00	15.62	3/2/22 – 5/5/22	92	£1,437.04
Kolawole	5	£425.00	13.97	1/4/22 – 5/5/22	35	£488.95
Williams	2	£425.00	13.97	6/4/22 – 5/5/22	30	£419.10

Table C - Utilities/Services paid for by Landlord

UTILITIES/ SERVICES	AMOUNT OF BILL	DAILY RATE	3/2/22 – 31/3/22 57 DAYS 3 OCCUPANTS (cost per occupant)	1/4/22 – 5/4/22 5 DAYS 4 OCCUPANTS (cost per occupant)	6/4/22 – 5/5/22 30 DAYS 5 OCCUPANTS (cost per occupant)
		DR	DR/3 x 57	DR/4 x 5	DR/5 x 30
TV Licence	£159.00	0.44	8.36	0.55	2.64
Water	£187.58	0.51	9.69	0.63	3.06
Broadband	£37.20	1.22	23.18	1.53	7.32
Gas	£503.00	2.43	46.17	3.03	14.58
Electricity (estimate pcm)	£100.00	3.29	62.51	4.11	19.74
Council 21/22	£1,562.09	4.28	81.32		
Council 22/23	£1,614.24	4.42		5.53	26.52

Table D - Rent paid less Utilities/Services

NAME	RENT PAID DURING OFFENCE	COSTS OF UTILITIES/ SERVICES	RENT LESS UTILTIES/ SERVICES
Murphy	£1,437.04	£320.47	£1,116.57
Grant	£1,437.04	£320.47	£1,116.57
Ugwuanyi	£1,437.04	£320.47	£1,116.57
Kolawole	£488.95	£89.24	£399.71
Williams	£419.10	£73.86	£345.24