FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BH/HMF/2022/0062**
HMCTS	**:**	**In person hearing**
Property	**:**	**19 Somerset Road, London E17 8QN**
Applicants	**:**	**Linda Mclaughlin (1)** **Alice Gregor (2)** **Ruby Barrett (3)** **Angela Gomes (4)** **Victoria Aquino (5)** **Tim Mortimer (6)**
Representative	**:**	**Cameron Neilson of Justice for Tenants**
Respondents	**:**	**Taqeer Shah (1)** **TSMB Ltd (2)**
Representative	**:**	**Karol Hart of Freemans Solicitors**
Type of Application	**:**	**Application for a Rent Repayment Order by Tenants**
Tribunal Member	**:**	**Mr A Harris LLM FRICS FCIArb** **Mr A Fonka FCIEH CEnvH M.Sc**
Date and Venue of Hearing	**:**	**17 February 2023 at** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**03 April 2023**

DECISION

Covid-19 pandemic: description of hearing

This has been a face-to-face hearing.

Decision of the Tribunal

1. The Tribunal makes a Rent Repayment Order (RRO) against the First Respondent, Taqeer Shah in the in favour of the Applicants in the following sums to be paid within 28 days.

Linda Mclaughlin (1)	£ 3,500
Alice Gregor (2)	£ 3,500
Ruby Barrett (3)	£ 3,500
Angela Gomes (4)	£ 3,500
Victoria Aquino (5)	£ 3,500
Tim Mortimer (6)	£ 3,500
	£ 21,000

2. The Tribunal determines that the Respondent shall also pay the Applicants a total of £300 divided equally within 28 days in respect of the reimbursement of the tribunal fees paid by the Applicants.

3. **The Application**

4. By the applications, listed below, the Applicants seek Rent Repayment Orders ("RRO") totalling £30,000 against the Respondents pursuant to Part I of the Housing and Planning Act 2016 ("the 2016 Act"). The Second Respondent is the registered owner of 19 Somerset Road, E17 (the House).

5. On 30 September 2022, the Tribunal gave Directions for a hearing on a date to be fixed. Pursuant to the Directions, each party has filed a Bundle of Documents.

6. By an application dated 16 December 2022 the 1st Respondent applied to have the application against him struck out. This was apparently received by the tribunal on 3 February 2023. On 8 February 2023 a procedural judge declined to deal with the application and held it should be determined by the tribunal at the hearing scheduled for 17 February 2023

The Hearing

7. All parties and representatives appeared in person.

The Housing and Planning Act 2016 ("the 2016 Act")

8. Section 40 provides :

> "(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."

9. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". The Claims are made in respect of the following three offences

(1) the offence of eviction or harassment of occupiers contrary to section 1 (2), (3) or (3 A) of the Protection from Eviction Act 1977

(2) the offence of control or management of an unlicenced HMO under section 72(1) of the Housing Act 2004 ("the 2004 Act")

(3) the offence of having control of, or managing an unlicensed HMO under part 3, section 95 (1) of the Housing Act 2004

10. Section 41 deals with applications for RROs. The material parts provide:

> "(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.

11. Section 43 provides for the making of RROs:

> "(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)."

12. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount "must relate to rent paid during the period mentioned" in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

> "(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."

13. Section 44(4) provides:

> "(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."

14. Section 56 is the definition section. This provides that "tenancy" includes a licence.

The Housing Act 2004 ("the 2004 Act")

15. Part 2 of the 2004 Act relates to the designation of areas subject to additional licensing of houses in multiple occupation (HMO).

16. Section 72 specifies a number of offences in relation to the licencing of houses. The material parts provide (emphasis added):

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

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

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

17. Section 62 (2) allows the local authority to grant a temporary exemption of up to 3 months where a landlord intends to take particular steps with a view to securing that the house is no longer required to be licensed.

18. The Housing Act 2004 Part 2 s. 61(1) states:

(1) Every HMO to which this Part applies must be licensed under this Part unless—
(a) a temporary exemption notice is in force in relation to it under section 62, or
(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4.

19. Section 55 of the Housing Act 2004 states:

55 - **Licensing of HMOs to which this Part applies**

(1)This Part provides for HMOs to be licensed by local housing authorities where—
(a) they are HMOs to which this Part applies (see subsection (2)), and
(b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority—
(a) any HMO in the authority's district which falls within any prescribed description of HMO, and
(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation

20. The Housing Act 2004 introduced the mandatory licensing of HMOs whilst The Licensing of Houses in Multiple Occupation Order (Prescribed Description) (England) Order 2018 states at paragraph 4

4. An HMO is of a prescribed description for the purpose of section 55 (2) (a) of the Act if it

(a) is occupied by 5 or more persons
(b) is occupied by persons living in 2 or more separate house and
(c) meet the standard test under section 254 (2)of the Act

254 **Meaning of "house in multiple occupation**

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

(a)it meets the conditions in subsection (2) ("the standard test");...

(2)A building or a part of a building meets the standard test if—

(a)it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b)the living accommodation is occupied by persons who do not form a single household (see section 258);

(c)the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(d)their occupation of the living accommodation constitutes the only use of that accommodation;

(e)rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and

(f)two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

21. Part 3 of the 2004 Act relates to the selective licensing of residential accommodation. By section 80, a local housing authority ("LHA") may designate a selective licencing area. A selective licensing scheme was made by the London Borough of Waltham Forest which came into force on 1 May 2020. The designation applies to any house which is let or occupied under a tenancy unless the house is a house in multiple occupation which is required to be licensed as a mandatory HMO under section 55(2)(a) of the 2004 Act.

22. Section 95 specifies a number of offences in relation to the licencing of houses. The material parts provide (emphasis added):

"(1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85 (1)) but is not so licensed.

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

(a) for having control of or managing the house in the circumstances mentioned in subsection (1)"

23. The Respondents concede that they were persons in control of or managing an unlicensed HMO contrary to section 72 (1) of the Housing Act 2004. The tribunal therefore has jurisdiction to make an RRO.

The Evidence

24. At the heart of this case is a dispute between the parties as to how many tenants were at the property and their identities and secondly a dispute over who is actually the landlord for the purposes of a rent repayment order.

25. Secondly, if the tribunal finds that there were 6 tenants at the property, does the landlord have a reasonable excuse for failing to have an HMO licence.

The property

26. The House is a two-storey mid-terrace property originally of 5 bedrooms and converted to a 6 bedroom property. The Applicant states that the property was occupied by at least 5 people at all times during the period of 5 August 2020 to 4 August 2021. Each tenant occupied their own room on a joint tenancy. There were common cooking, toilet and washing facilities with multiple households paying a share of the rent and occupying their rooms as their only residence. The rent was gathered by the 6th Applicant who paid it over to the 2nd Respondent.

The letting

27. At some point during the middle part of 2020, either the 1st or 2nd Respondent instructed Empire Lettings of 146 High Road Leyton E15 as agents to secure tenants for the House. The date of instruction and terms of those instructions are not known to the tribunal as no evidence was provided relating to those or their terms of business.

28. In his witness statement Mr Shah stated they were instructed to secure tenants for the House at a rent of £2700 per month. The house had been previously occupied by Mr Shah as his main family home and he had a good and close relationship with neighbours so wanted good family and reputable tenants. The property was recently refurbished and in immaculate condition. He further states he was contacted on 3 August 2020 by Andreas from the agents to say they had found a potential tenant who wished to put forward an offer of £2500 pcm and were keen to move into the property in a few days. He confirmed they were related

professionals forming a single household and they would provide a security deposit. Mr Shah states he received tenancy agreement on 8 August containing the signatures and information. The landlord is named as TSMB limited. He denies having seen the version of the tenancy agreement supplied by the tenants.

29. The only documentary evidence provided by the Respondents is the front page and last page of what is said to be the tenancy agreement and they denied receiving any other communication from the letting agents. The agreement listed the 2nd Respondent as landlord and the 1st 5th and 6th Applicants as tenants. Mr Shah claimed he was unaware that the house had been let to 6 people and claimed that it had been let to a single family only. He only became aware that 6 individuals from different households lived there when he received the RRO application.

30. The Applicants provided a copy of an email dated 23 July 2020 from Mr Mortimer to Empire Lettings and copied to the other 5 Applicants. The email clearly shows their email addresses and provides their telephone numbers. It confirms they are ready to pay the deposit and listed a number of items requiring attention.

31. The Applicants provided a copy of an assured shorthold tenancy agreement prepared by Empire Lettings London naming Mr Shah as landlord and listing the 6 Applicants as tenants. They state this was not the final agreement as it contained a number of mistakes including spelling the address incorrectly and showing the wrong rent. They say a replacement agreement was signed by them and on behalf of the landlord but a copy was not provided. The 3 Applicants named on the landlord's version of the tenancy agreement all deny having signed that document.

32. The Applicants all gave witness statements with a consistent account of the circumstances surrounding the lettings. Following an initial viewing by some of the tenants, all 6 viewed the property. It was agreed the house would be cleaned and there was a discussion about the furniture which was to remain. A two-year tenancy was agreed with a break clause at 12 months. On the evening of 5 August having moved in, the tenants noticed on the contracts that the rent was incorrectly stated at £2600 instead of £2450 which was the advertised rent. The agent stated the rent on the website had been a mistake and the price should have been £2600. They would not go lower as the owner would not be able to pay off his mortgage. After some negotiation a revised figure of £2500 was agreed.

The tribunal's decision

33. Having heard the witnesses and considered the documentary evidence the tribunal prefers the evidence of the Applicants as to the circumstances surrounding the letting. This is supported by the email of 23 July giving contact details for all of the Applicants. The tribunal accepts that the agent

having met all 6 Applicants could not have been under any illusion that they were from the same family.

34. The 1st Respondent states he only became aware there were 6 tenants when he received the RRO application from the tribunal. The application is dated 8 August 2021. In evidence at page 28 of the Applicants reply bundle is an email dated 5 February 2021 from Linda McLaughlin to the landlord's agents stating there are 6 tenants in the house and on the tenancy agreement. The tribunal does not accept the 1st Respondents assertion of the date on which he became aware of the presence of 6 tenants.

35. The tribunal does not find it credible that a landlord would let the property at a rent of £2500 per month without having details of the prospective tenants, or their financial situation and would have accepted being sent only the 1st and last pages of a tenancy agreement.

36. The tribunal therefore finds that the tenancy was to 6 tenants who were not related and who each form single households.

Licence requirements

37. The tribunal has found that the property was let to 6 tenants who were not related, each forming separate households and who shared kitchen and bathroom facilities. The property therefore meets the standard test for an HMO and required a mandatory licence.

38. The London Borough of Waltham Forest have a Selective licensing scheme which covers the geographical area in which property lies, but the Selective licensing scheme specifically excludes houses in multiple occupation. Correspondence from the local authority confirmed that the property was not licensed as an HMO.

39. No licence application for an HMO licence was made before or during the tenancy.

The relevant landlord

40. There is a dispute about which of the Respondents is the relevant landlord. The tenancy agreement produced by the Applicants names Mr Shah as the landlord whereas the agreement produced by Mr Shah names TSMB Ltd as the landlord. The rent was paid to TSMB Ltd as evidenced by the bank statements produced by the Applicants.

41. The tribunal has already stated it prefers the version of the tenancy agreement produced by the Applicants naming Mr Shah as the landlord. The tribunal does not find it strange that the rent could be paid through

Mr Shah's captive company of which he is the sole shareholder and director as his agent.

42. The recent Supreme Court decision in Rakussen v Jephson confirms that a rent repayment order should be made against the immediate landlord.

43. In closing submissions the Applicant's representative drew the attention of the tribunal to Cabo v Dezottie [2022] UKUT 240 (LC) at [65] in which it was held that a respondent is not prevented from being the Applicants' immediate landlord because he lacked a proprietary interest in the subject property.

44. He went on to say that if the Tribunal makes a finding of fact that the First Respondent was acting as an agent for the Second Respondent in entering into a tenancy agreement with the Applicants (i.e., the Second Respondent was an undisclosed principal to the agreement), the Upper Tribunal in Cabo v Dezottie [2022] UKUT 240 (LC) at [62] – [83] confirmed that both the agent (the First Respondent) and undisclosed principal (the Second Respondent), could be the Applicants immediate landlord in such circumstances.

45. The tribunal does not find it necessary to decide whether there could be two landlords to this particular tenancy. The Supreme Court decision in Rakussen links the landlord with the tenancy which creates the relevant rent. The landlord named on the tenancy agreement is Mr Shah and he is therefore the relevant landlord for the purposes of a rent repayment order.

46. The tribunal does not find it necessary to investigate or make findings on the circumstances under which the 2nd tenancy agreement naming 3 tenants came into existence or of the wider dealings between Mr Shah and his 2 agents, Empire Lettings London and Provident Management.

The period of the offence

47. Under section 41(2)(a) of the Housing and Planning Act 2016 a tenant may apply for a rent repayment order if 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 for a licence was made.

48. It is common ground from the 2 tenancy agreements that the tenancy ran for a term from 5 August 2020. The Applicants say they vacated on 5 September 2021. The maximum period for which an order can be made is 12 months. No application has been made at any stage for an HMO licence.

49. The Tribunal is satisfied beyond reasonable doubt that the offence was being committed during this period.

Rent paid

50. The amount claimed for a rent repayment order is £2500 per month for a period of 12 months totalling £30,000. This is confirmed by the bank statements of Mr Mortimer. The tribunal accepts the evidence of the tenants that they each paid their monthly rent to Mr Mortimer who then made a single payment to the landlord.

Utility costs

51. In Acheampong v Roman [2022] UKUT239 (LC) the Upper Tribunal restated the amount of a rent repayment order should start with the amount of rent paid and then deduct any element of that sum that represents payments for utilities that benefit the tenant such as gas and electricity and internet access.

52. The Applicants were responsible for the utility costs during the tenancy and therefore no deduction falls to be made.

Repayment Order

53. The Tribunal is satisfied that the conditions for the making of a Rent Repayment Order have been made out. Under section 44 of the 2016 Act the amount the landlord may be required to repay must not exceed the rent paid in that period. The Tribunal must also take into account the conduct of the landlord and tenant and the financial circumstances of the landlord and whether the landlord has been convicted of an offence. There is also a defence available to the landlord of reasonable excuse.

54. The Tribunal has no evidence of a conviction.

The Respondents financial circumstances.

55. The tribunal has no evidence as to the Respondents financial circumstances and makes no adjustment for this factor.

Conduct of the parties

56. The Applicants state they asked for various items to be attended to prior to the commencement of the tenancy. This is supported by the email to the letting agents. They say that cleaning was being carried out as they moved into the property and the tribunal has no evidence to suggest this was not the case. Shortly after the tenancy commenced flooding occurred from the ground floor toilet. Further issues continued with drainage during the early part of 2021 and email correspondence has been provided between the Applicants and the landlord's agent. Complaints were also made about

fire precautions in the property and the lack of functioning smoke detectors and emergency lighting. It is not clear from the correspondence that all of the items were attended to promptly.

57. The Respondent disputes that there was any significant or ongoing disrepair and that all items were dealt with promptly. The house was in immaculate condition when let and that the 2 bathrooms were always in good working order throughout with no incidents reported. There was an issue with the pipe which was immediately resolved by a professional and in any event there were still 2 bathrooms in full working order.

58. On 3 November 2020 Provident Management wrote to the 1st Applicant introducing themselves as the newly appointed managing agents. On 25 January 2021, Provident again wrote suggesting that allegations have been made by neighbours with concerns about the number of residents and children the property. The email discusses a possible reduction in the rent during Covid and ends with seeking confirmation of the names of occupiers for a new agreement with confirmation they are related and live as a single family household.

59. It stressed that the property must only be occupied by the named residents who must be related and/or living together as a household. The tribunal considers that the wording of this email is suggestive of the fact that the agents were aware that the house was not occupied as a single family house by related persons.

60. The 1st Applicant responded to the email referred to above dated 5 February 2021 stating that the requirement that they were to be related and living as a single family household was never discussed with them and confirming that the property is a 6 bedroom property with 6 tenants on the licence agreement. It concluded by stating they wish to continue with the current agreement.

61. The tribunal considers this is the latest date at which the Respondents would have been aware that the property was not occupied as a single family unit by unrelated persons.

62. On 8 March 2021 Provident Management served what purported to be a section 21 notice naming 3 tenants and all adults residing in the property.

63. On 15 March 2021 Provident Rentals made a without prejudice offer to make a one-off payment of £1500 if all tenants vacated by the end of March and this was subsequently extended to 25 April.

64. The property had a Selective licence from Waltham Forest although there were difficulties renewing this during the Covid outbreak. However it is clear on the face of the scheme that it did not apply to houses in multiple occupation.

65. The tribunal finds that the Respondents aware they were required to obtain an HMO licence from the wording of their emails and in any event by the email of 5 February 2021 were aware that the house was an HMO. Rather than applying a licence or even obtaining a temporary exemption from the council in August, they chose to try and remove the tenants.

66. The Tribunal finds that the Respondents should have known the licensing requirements.

67. The Tribunal finds no evidence of any conduct on behalf of the Applicants which is relevant to this assessment.

Reasonable excuse

68. The Respondents claim that they believed the house did not require an HMO licence but had in place a selective licence as they believed the property was being led to a single family. They argue that the landlord has been misled by either the agents, the tenants or both acting together.

69. The tribunal finds there is no credible evidence of any wrongdoing on the part of the tenants.

70. The defence of reasonable excuse seems to be founded on the two-page tenancy agreement listing 3 tenants only. No evidence has been supplied of the instructions to or reporting from the letting agents or of any correspondence between either of the Respondents and Empire Lettings. If either of the Respondents has been misled by Empire Lettings, that is a matter between those 2 parties and not for this tribunal.

71. The tribunal finds that the Respondents did not have a reasonable excuse for failing to licence the House as an HMO.

The amount of a rent repayment order

72. The Tribunal has considered the guidance given by the Upper Tribunal in Acheampong v Roman, *Williams v Parmar)* and *Aytan v Moore [2022] UKUT 027 (LC)* and finds that the appropriate starting point for assessment of an RRO is 100% of the rent paid.

73. The Tribunal has then considered that the Respondents are experienced landlords familiar with the licensing regimes for housing. It has also considered the differing accounts of the state of repair of the property and on balance prefers the evidence of the tenants. Required documentation was not supplied at the commencement of the tenancy and that they were difficulties over refunding the deposit before it was eventually returned.

74. The tribunal also takes into account the attempt to persuade the tenants to vacate and the service of an invalid section 21 notice. It also takes into account the complete failure of the Respondents to seek an HMO licence at any stage.

75. The Court of Appeal in Kowalek v Hassanein [2022] EWCA Civ 1041 quoted with approval from Jepsen v Rakusen [2021] EWCA Civ 1150, [2022] 1 WLR 324, (s44) "is intended to deter landlords from committing the specified offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": and further Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period".

76. The Upper Tribunal in Acheampong set out several stages to the assessment of a rent repayment order.

a. Ascertain the whole of the rent for the relevant period;

b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.

c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).

77. Applying the above guideline, the whole of the rent is £30,000 and there are no utilities to be deducted. Failing to licence a house which is required to be licensed is a serious offence and is part of a policy to ensure housing is of an appropriate quality. During the tenancy complaints were made about flooding from the ground floor toilet and blockages in the drains serving the 1st floor bathroom, fire alarms not functioning during the tenancy and copies of gas and electrical safety certificates were not

supplied at the commencement of the tenancy. On allegedly discovering for the first time that the house was occupied by 6 tenants rather than 3 instead of seeking to address the licensing requirements, the response of the Respondents was to try and persuade the tenants to sign a fraudulent agreement or to evict them. This raises the seriousness of their conduct. Taking all these factors into account the tribunal determines that the appropriate level of rent repayment order is 70%.

Our Determination

78. The Tribunal is satisfied beyond reasonable doubt that the Respondents have committed an offence under section 72(1) of the 2004 Act of control of an unlicenced HMO.

79. We are further satisfied that the 1st Respondent was the "person having control" of the House as he received the rack-rent of the premises from the Applicants. The 1st Respondent was the Landlord of the tenancy notwithstanding that the freehold is held by the 2nd Respondent.

80. The Tribunal makes a rent repayment order in favour of each Applicant in the following sums

Linda Mclaughlin (1)	£ 3,500
Alice Gregor (2)	£ 3,500
Ruby Barrett (3)	£ 3,500
Angela Gomes (4)	£ 3,500
Victoria Aquino (5)	£ 3,500
Tim Mortimer (6)	£ 3,500
	£ 21,000

81. We are also satisfied that the Respondents should refund to the Applicants the Tribunal fees of £300 which have been paid in connection with this application.

A Harris LLM FRICS FCIArb
Valuer Chair

03 April 2023

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.