



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

Case Reference	: CHI/29UG/HMB/2023/0001
Property	:
Applicants	: Osaretin Osagiede and Oghomwen Osagiede
Representative	: Not represented.
Respondent	: Manjit Sanghera
Representative	: Sandra Murgatroyd, counsel
Type of Application	: Application for a Rent Repayment Order, Sections 40, 41, 42, 43 and 45 of the Housing & Planning Act 2016
Tribunal Members	: Judge N Jutton, Mr M J F Donaldson FRICS, Ms Jayam Dalal
Date and Venue of Hearing	: 11 May 2023 Havant Justice Centre, The Court House, Elmleigh Road, Havant, Hampshire, PO9 2AL
Date of Decision	: 15 May 2023

DECISION

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1. Background

2. The Applicants, Mrs Osaretin Osagiede and Mr Oghomwen Osagiede, apply (by an application dated 5 January 2023 and received by the tribunal on 9 January 2023) for a Rent Repayment Order in respect of a tenancy enjoyed by them at (the Property). The Respondent, Mrs Manjit Sanghera, is the owner of the Property. The Applicants occupy the Property under the terms of an assured shorthold tenancy agreement dated 19 June 2019. They seek an order for the repayment of rent paid by them to the Respondent for the period 1 January 2021 to 31 December 2021 in the total sum of £14,400.00.
3. The tribunal was told that the Respondent had served a notice pursuant to section 21 of the Housing Act 1988 seeking possession of the Property on the Applicants on 11 June 2021. That proceedings had been instituted in the County Court, an order for possession made but that was now subject to an appeal by the Applicants. The tribunal was also told that the last payment of rent by the Applicants was in January 2022 and that there were rent arrears as at the date of the hearing of £16,797.02. That recently the Respondent had served on the Applicants a notice seeking possession pursuant to section 8 of the Housing Act 1988.
4. There was before the tribunal a bundle of documents prepared by the Applicants running to 349 pages including the application, the tenancy agreement of the Property, the Applicants statement of case, the Respondent's response, the Applicants reply thereto and various other documents. References in this decision to page numbers are references the pages in that bundle. The Applicants also produced three short videos.
5. Directions were made by the tribunal on 23 February 2023. Those included provisions for the production by both parties of statements of case, witness statements and the production of a hearing bundle.

6. The Law

7. Chapter 4 of the Housing and Planning Act 2016 (the 2016 Act) enables the tribunal to make a Rent Repayment Order in favour of a tenant if it is satisfied beyond reasonable doubt that the landlord has committed certain offences during the tenancy. Those offences are set out in section 40 of the 2016 Act. They include the unlawful eviction (or attempted unlawful eviction) and harassment of occupiers under sections 1(2), 1(3) and 1 (3A) of the Protection from Eviction Act 1977 (the 1977 Act). These provide as follows:

1(2) If any person unlawfully deprives the residential occupier of any premises of 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 has ceased to reside in the premises.

1(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 likely 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.

1(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.

3(B) A person shall not be guilty of an offence under sub-section (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question”.

Section 41 (2) of the 2016 Act provides:

(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.

8. If the Tribunal is satisfied beyond reasonable doubt that an offence has been committed pursuant to sections 1(2), 1(3) or 1(3A) of the 1977 Act and decides to make a Rent Repayment Order in favour of a tenant, the amount is to be determined in accordance with section 44 of the 2016 Act. The amount must relate to rent paid by the tenant in respect of the period of 12 months ending with the date of the offence (section 44(2)) and the amount to be paid must not exceed the rent paid in that period less any relevant award of universal credit paid in respect of rent under the tenancy during that period (section 44(3)). In determining the amount, the Tribunal must take into account in particular the matters listed in section 44(4) being the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which chapter 4 of the 2016 Act applies.

9. The Hearing

10. The parties attended the hearing remotely. The Applicants represented themselves and the Respondent was represented by counsel Sandra Murgatroyd. At the start of the hearing the tribunal reminded the parties that in order for it to consider whether or not to make a Rent Repayment Order it needed first to be satisfied beyond reasonable doubt that the Respondent had committed an offence pursuant to the provisions of one or more of sections 1(2), 1(3) and 1(3A) of the 1977 Act. To assist the parties, and by way of reminder, at the start of the hearing the tribunal read those (sub)sections out.

11. The Applicants Case

12. The Applicant's case is set out in their statement of case (118 – 141), in their reply to the Respondents response (216 – 227), in supporting documents contained in the hearing bundle and in the oral submissions made by them at the hearing. The tribunal has carefully considered all of the documents placed before it and relied upon by Applicants and the submissions made by the Applicants at the hearing. If a submission or document is not referred to in this decision that does not mean it has not been considered by the tribunal, it has been.

13. The Applicant's case is that they have been subjected to harassment of them by the Respondent and/or those instructed by her including her husband. Harassment which interfered with their peace or comfort of the occupation of the Property made with the intent to cause them to give up possession. Further that the Respondent knew or had reasonable cause to believe that such harassment was likely to cause the Applicants to give up possession of the Property. That the Respondent the Applicants say, attempted to unlawfully deprive them of their possession of the Property.

14. The harassment principally the Applicants say took the form of unannounced and unwelcome visits to the Property by the Respondent, by the Respondent's husband and by the letting agents.

15. The Applicants say that at the time that they entered into the tenancy agreement for the Property that they understood that the management of the Property, including attending to matters of maintenance and repair, was to be carried out by the Respondents letting agents a company called Orange Property Services.

16. In the event the day-to-day management of the Property was carried out by the Respondent and the Respondent's husband. The Applicants say that they had no wish to deal with what they describe as "*an unprofessional private landlord*" (122). Nor they say were they aware that the Respondent lived at an address which is relatively close to the Property. When questioned about the relevance of this by the tribunal the Applicants said that the fact that the Respondent lived close by enabled her to visit the Property, whether on an announced or

unannounced basis, to an unacceptable degree. As they put it in their statement of case the fact that the Respondent resided nearby gave her “*the opportunity to pop in and out when there are repairs*” (122).

17. The Property, the Applicants say, is not located on a major road. That there was no reason for the Respondent to pass by the Property if she were for example going to the shops. Indeed to pass by the Property she would have to make a diversion.
18. At the hearing, when questioned by the tribunal, the Applicants initially suggested that during the course of their occupation of the Property the Respondent had made two unannounced visits. However they later contended that was wrong and that the Respondent and or her husband had made many unannounced visits to the Property.
19. The first unannounced visit to the Property, which the Respondent did not dispute, occurred shortly after the Applicants had moved in. The Applicants say there was a knock on the door which they opened to find the Respondent. The Respondent said that she had popped round to see who had moved into the Property. That it was her practice to meet with new tenants and to make sure that everything was in order. The impression the Applicants say they had was that the Respondent intended to pop in and out of the Property whenever she wanted to. That they made it clear to the Respondent that they would not be happy with that arrangement. The Applicants contended that the Respondent’s body language suggested that she wanted to enter the Property. That they were not prepared to allow the Respondent to enter the Property certainly on an unannounced basis, nor were they be happy with the idea of the Respondent ‘popping round’ to the Property whenever she felt like it. That they made that clear to the Respondent, which it seemed to them did not best please her, and then the Respondent left.
20. The Applicants were also unhappy that when repairs were required at the Property that the Respondent and/or her husband would invariably visit as well as a contractor. That if a repair had been carried out by the Respondent’s husband or by a contractor instructed on her behalf, that it was not necessary they contended, for the Respondent to also visit the Property to inspect the repair works. The Applicants questioned why, if the Respondent’s husband had carried out works of repair or maintenance, with which presumably he was content, it was necessary for the Respondent to inspect those works. Further, they said that the Respondent would take the opportunity to try to inspect the rest of the Property. When questioned by the tribunal the Applicants said that during such visits the Respondent would be rude to them. There was always something they said which the Respondent would point out which needed putting right. That the Applicants reverted on such occasions to going upstairs in order to avoid a confrontation with the Respondent.

21. The Respondent's behaviour, the Applicants suggested, was distressing for their young son. That when the Respondent visited he would become concerned that his parents had done something wrong and faced being evicted.
22. They did not have, the Applicants said, despite the Respondent's suggestion to the contrary a good landlord and tenant relationship with the Respondent. That when they first wrote to complain they had expected the Respondent to apologise and to try and smooth things over. Instead the Respondent's response to the complaint was to serve on them the section 21 notice seeking possession of the Property.
23. They were, the Applicants contend, in constant fear of being evicted. They were reluctant to report matters of repair or maintenance to the Respondent in fear of upsetting her. In their statement of case they say that the Respondent "*...bullied, attempted to bully in some other cases, coerced, harassed, intimidated, threatened and some of her behaviour was stalking*" (125).
24. There were two particular instances referred to by the Applicants in their statement of case and at the hearing. The first related to repair work carried out to a garage door. The second, works to replace the boiler.
25. Some three or so weeks after the Applicants moved into the property, on a windy day the garage door fell off. It was suggested that the hinge on the door was broken. The Respondent and her husband inspected the damage. During the inspection the Respondent noted that the cover to an external electricity meter had fallen off. The Respondent mentioned this to the Applicants. The Applicants replied saying they were aware but because the meter cupboard door had no key it was possible for it to be blown off in a strong wind. They felt that they were being criticised by the Respondent. They say that the next day the Respondent again visited the Property unannounced. That they found the Respondent at their front door and her husband fixing the door to the meter cupboard. That they had tried to explain that they had not had time to fix the meter cupboard door. The Applicants say in their statement of case that the Respondent shouted at them and had to be held back by her husband.
26. The garage door was fixed by contractors instructed by the Respondent. The Applicants say that the Respondent's husband accompanied the contractors. That there was no need for him to do so, that he did not have permission to visit the Property with the contractors. The Respondent visited the property to inspect the work. There was the Applicants say, no need for her to do so. That they found her behaviour shocking. In order to avoid a confrontation they went upstairs. In the event they contend in their statement of case that the Respondent wasn't interested in the garage door but instead just wished to inspect the Property. That she looked through the kitchen window and tried to open the kitchen door. That she wasn't able to do so because the door was locked.

27. As to the boiler, the Applicants say that they had been experiencing difficulties with it for over a year. That they had days without hot water. That accordingly the Respondent arranged for contractors to inspect the boiler on multiple occasions. That on one of those occasions the Respondent's husband told the Applicants that the water pressure was very low and that they should check the pressure level and to "top up" the water pressure up to 7 times a day to ensure the supply of hot water. In order to do so an access 'flap' to the boiler had to be opened. Because the Applicants were concerned the consistent opening and closing of the flap might cause damage to it, they temporarily removed it to assist with access to the boiler. That they were accused, wrongly, as consequence of damaging the boiler.

28. The Applicants took pictures and videos of the boiler. Those are produced to the tribunal. They were said to show water leaking from the boiler and the process by which the water pressure was 'topped up'. The Applicants say that the Respondent accused them of breaking the boiler. The she insinuated that she would take action to evict them. Indeed that is what she did by service of the section 21 notice. In the event the boiler was fixed by being replaced. It was replaced with a new boiler on 26 May 2021. That the Respondent and her husband took the opportunity to visit the Property. As on previous occasions the Applicants went upstairs in order to avoid a confrontation.

29. The Applicants set out in their statement of case further detail of the actions and behaviour of the Respondent and her agents which taken both individually and together they say constitutes the harassment of them. The Applicants were asked by the tribunal when they last interacted with the Respondent. They suggested in July 2022 in connection with discussions relating to the production of a gas safety certificate. The Applicants also make reference to the County Court proceedings for possession of the Property. They make reference to what they believe are defects with the proceedings inter alia in respect of the service of the 'How to Rent Guide' and the production of gas certificates. It is unclear to the tribunal as to the relevance of these submissions in the context of these proceedings save that it is understood that the Applicants may be contending that the Respondent instituted proceedings for possession in the County Court in the knowledge that she was not entitled to a possession order and that as such she was attempting to gain possession of the Property by unlawful means. The Applicants say that they have always wanted to reach a resolution of their dispute with the Respondent. That they made that clear in correspondence. That unfortunately the Respondent has not made that possible.

30. The Respondents Case

31. The Respondent's case is set out in her witness statement (204 – 214), in the witness statements made by her husband Mr Amarjit Singh Sanghera (280 – 283), her daughter Sukhjinder Kaur Sanghera (284 – 285), Nicola Haynes of

Orange Property services (174 – 178), in submissions made by her counsel Mrs Sandra Murgatroyd at the hearing and in other documents contained in the bundle. All of the witnesses, save for Mr Sanghera, gave evidence at the hearing by confirming the contents of their respective witness statements and the Applicants were afforded the opportunity to cross examine the witnesses who gave evidence. Mr Sanghera required the services of an interpreter to give evidence. Unfortunately an interpreter was not available and therefore he was unable to give oral evidence to the tribunal.

32. The Respondent denies acting in an unlawful manner. She denies whether intentionally or otherwise interfering with the Applicants peace or comfort of the Property. She denies visiting the Property without prior appointment save for on the very first occasion shortly after the Applicants had moved in. On that occasion, (described in her witness statement as an '*introductory visit*' (205)) the Respondent says that she and her husband were in their car in the vicinity of the Property. She decided to take the opportunity to introduce herself to the Applicants. As she put it to the tribunal she wanted to say "hello". She knocked on the door, introduced herself and gave the Applicants her contact details so they would be able to contact her should any repairs need carrying out the Property. The Respondent says that Mrs Osagiede was welcoming and smiled throughout their conversation. That Mrs Osagiede said it was lovely to meet the Respondent. That they then said their goodbyes and the Respondent left. That at all times the Respondent's husband remained in the car.
33. That, the Respondent says, was the only unannounced visit that she made to the Property. All other visits were arranged in advance with the Applicants including visits to inspect works of repair or maintenance carried out by contractors. The Respondent said that she was always polite in her dealings with the Applicants. That she was never rude to them. That she never raised her voice to them. Because she worked sometimes at weekends if she was not available her husband would support her in arranging for repairs to be carried out. That she had only met Mrs Osagiede three times. The first on the '*introductory visit*' and subsequently on two occasions during the proceedings in the County Court. The she felt she had until the service of the section 21 notice enjoyed a good relationship with the Applicants. That she had always got on well with both of them.
34. That where works were carried out to the Property for example to the garage door or in replacing the boiler the Respondent had explained to the Applicants that she liked to inspect the work once completed for two reasons. Firstly to ensure as far as possible that the workmen had properly carried out the work before she paid the contractor and secondly to ensure that the Applicants at the tenants of the Property were happy with the works.
35. In response to questions put by the Applicants to the Respondent, the Respondent said that she, as opposed to her letting agents, undertook the responsibility for the repair and maintenance of the Property. That it was

always open to the Applicants to call the Respondent or the agents in the event that a repair was required. Some repairs were of a nature which could be carried out by the Respondent or her husband, others required the instruction of a contractor.

36. It was not, the Respondent said, her habit to routinely carry out inspections of the Property. That save for the initial 'introductory visit' none of her visits to the Property were unannounced. That the only time that she went to the Property was to deal with matters of repair or maintenance. That it was entirely reasonable for her to check on work carried out by contractors to ensure that it had been properly done. That the Applicants had been agreeable to that. When she did visit the Property to inspect repairs only Mr Osagiede had been present. That she had not at any time accused the Applicants of damaging the boiler door or the door to the meter cupboard. That she had at no time been aggressive to Applicants. That the Applicants did not appear to have an issue with reporting repairs to her via phone calls, which she welcomed.
37. The Respondent says that she was not required, as the Applicants had asked, to give a reason as to why she had served a section 21 notice on them. That following service of the notice she had sought possession of the Property by lawful means by instituting proceedings for possession in the County Court.
38. In answer to a question from the tribunal the Respondent said that she had last visited the Property in May 2021 when the boiler had been replaced.
39. Mrs Nicola Haynes, a director of the Respondent's letting agents Orange Property Services, gave oral evidence to the tribunal. She confirmed the contents of her witness statement (174 – 178). In answer to questions put to her by the Applicants she explained that her company provided in this particular case a rent collection service. That notwithstanding it was open to Applicants as the tenants of the Property to report any maintenance issues to her. She said that in some cases landlords and tenants prefer to deal with each other direct and not through a letting agent. She explained that sometimes she would have an initial contact with a tenant but thereafter contact might be between the parties direct. That it wasn't uncommon, as in this case for the landlord to ask the tenant to report directly to the landlord. That she had explained to Applicants that the Respondent would undertake the maintenance and repair of the Property. That she was aware that the Respondent had enjoyed a good relationship with the previous tenants of the Property. That she had explained to the Applicants before they signed the tenancy agreement that the Respondent would carry out all repairs and maintenance. That in her experience commonly landlords will visit a property once works had been carried out to ensure that they have been done properly. The she had explained to the Applicants that if at any time they had questions that she would be happy to answer them but that they should remember that as the Respondent's agent she was acting for the Respondent.

40. Mrs Murgatroyd said that the Respondent was not guilty of behaving in an unlawful manner. She had not interfered with the Applicants' quiet enjoyment of the Property. That the Applicants had not proven their case beyond reasonable doubt. That the Applicants had not shown that the Respondent had acted with an intent to interfere with their enjoyment of the Property so as to cause them to give up their possession. That the majority of evidence she said that had been before the tribunal related to repairs to the Property. That the Respondent's evidence was credible. The Respondent has admitted one unauthorised attendance at the Property (the introductory visit). That she had admitted that repairs had been required to the Property, all of which had eventually been fixed. There has been some delay in fixing a hole in the floorboards to one of the bedrooms but that the Respondent had not been aware of that until the Applicants had involved the local authority and she had been served with a Hazard Awareness Notice (185 – 186). That the repairs identified in that notice had been addressed.
41. The question Mrs Murgatroyd said for the tribunal was whether the relationship/ communications between the parties was such that they amounted to a form of harassment. They, Mrs Murgatroyd said, did not. The parties she said had previously enjoyed a good relationship. That even now the Respondent remained concerned about the well-being of the Applicants and their family not least in respect of the gas safety certificate. That the Applicants had refused access to the Property by an engineer with a view to carrying out a gas safety inspection. An inspection which the Respondent was obliged to arrange and was extremely concerned had not been carried out. That none of the correspondence including emails in the bundle from the Respondent were aggressive in nature. That the Respondent had been entitled to serve a section 21 notice seeking possession and did not need to give a reason for doing so. That the Applicants may not like that, but that was the law. That it was the service of that notice that had led to the breakdown in the relationship between the parties.
42. The Applicants conduct since service of the section 21 notice had Mrs Murgatroyd said caused severe anxiety and stress to the Respondent. Nonetheless the Respondent had throughout maintained good standards of conduct. She had only attended the Property since the 'introductory visit' by appointment in order to carry out repairs.
43. The Applicants failure to pay rent since January 22 had left the Respondent severely out of pocket. The Respondent had not been convicted of an offence at any time to which chapter 4 of the 2016 Act applied. That however if the tribunal were minded to make a Rent Repayment Order, it should have regard to the Respondent's financial circumstances. That the Respondent's income was approximately £16,000 per annum. She worked part-time. Her husband was retired. That because of the non-payment of rent by the Applicants the Respondent had been obliged to dip into her savings.

44. That in all the circumstances, Mrs Murgatroyd said, there was no evidence to support the Applicant's contention that the Respondent was guilty of an offence as alleged and certainly no evidence sufficient for the tribunal to be satisfied that an offence had been committed beyond reasonable doubt. That in the circumstances the application should be dismissed.

45. The Tribunals Decision

46. For the tribunal to make a Rent Repayment Order it must first be satisfied on the evidence before it beyond reasonable doubt that an offence has been committed by the Respondent. In particular, in this case, an offence pursuant to the provisions of section 1(2), or 1(3), or 1(3A) of the 1977 Act. If it is so satisfied then it may make a Rent Repayment Order in respect of rent paid by the Applicants in the period of 12 months ending with the date of the offence taking into account the conduct of both parties, the financial circumstances of the Respondent and whether any time the Respondent has been convicted of an offence to which chapter 4 of the 2016 Act applies.

47. The tribunal has very carefully considered both the written evidence before it and the oral evidence presented at the hearing on 11 May 2023. The tribunal is not satisfied beyond reasonable doubt that the Respondent has committed an offence.

48. The parties dispute as to whether or not the Respondent's conduct in visiting the Property during the course of the tenancy amounted to a form of harassment. The Applicants say that it did. That the Respondent and or her husband made many unannounced visits. That the Respondent made it clear at the start of the tenancy that she intended to pop into the Property on a regular basis. When she did so, the Applicants say, that she took the opportunity to inspect the Property, to criticise their occupation and care of it and was rude to them to the extent that in order to avoid a confrontation they would retire to the first floor.

49. The Respondent says that the only unannounced visit to the Property was the 'introductory visit'. That visit was she says made in good faith simply to say hello to the Applicants and to provide contact details should they need to contact the Respondent not least if any items of repair or maintenance were required to the Property. All other visits, the Respondent says, were made by appointment. They were made strictly for the purpose of carrying out repairs to the Property. There were not made or intended to be made to disturb or interfere with the Applicants peace or comfort of the Property. They were not made with the intent, or in the belief or knowledge that they would cause the Applicants to give up possession of the Property.

50. The tribunal accepts the Respondent's evidence. (It has no regard to the Respondent's husband's witness statement given that he was unable to give oral evidence to the tribunal). In the view of the tribunal the Respondent's concern

was to develop a good landlord and tenant relationship with the Applicants. To provide a mechanism whereby any concerns that the Applicants had not least in relation to the repair and maintenance of the Property could be addressed. That to allow any necessary items of repair and maintenance to be carried out, and to be carried out to a satisfactory standard for both the Applicants and the Respondent.

51. The Applicants say that they had understood that the Property was to be managed by the letting agents. That they had not been made aware that in practice the day-to-day management of repairs and maintenance the Property would be in the hands of the Respondent. The evidence of the Respondent and of Nicola Haynes, the director of the letting agent company, was that the Applicants had been made aware from the start of the tenancy that the Respondent would be directly responsible for the maintenance and repair of the Property. The tribunal accepts their evidence. In any event, whatever arrangement may have been made for the day to day maintenance and repair of the Property that is not in all the circumstances in the view of the tribunal relevant to the question of whether or not the Respondent behaved in a manner which would amount to the harassment of the Applicants for the purpose of the said section of the 1977 Act.
52. With regard to the issues that fall to be determined by the tribunal the Applicants contentions in respect of the County Court possession proceedings in particular in relation to the production of the 'How to Rent Guide' and of gas certificates are not understood and do not appear to be relevant. If it is the Applicant's contention that the Respondent instituted County Court proceedings in the knowledge that she was not entitled to a possession order and as such acted unlawfully in attempting to obtain possession of the Property, that is not accepted. By instituting proceedings in the County Court to obtain a possession order the Respondent conversely acted lawfully. She was seeking possession of the Property by lawful means. If she is unsuccessful in that process for whatever reason that is a matter for the court.
53. On the basis of the evidence before the tribunal the Applicants have failed to satisfy it beyond reasonable doubt that the Respondent carried out acts likely to interfere with the Applicants peace or comfort of the Property. Attendance at the Property by the Respondent and/or her husband for the purpose of carrying out works of repair or maintenance or to inspect such works (or attending on an unannounced basis such as the 'introductory visit') did not in the view of the tribunal interfere with the Applicants peace or comfort of the Property or that of their household. Nor, in the view of the Tribunal is there any evidence before it sufficient to satisfy it that the Respondent by attending at the Property or by any other action acted with the intent of causing the Applicants to give up possession.
54. Further, in the view of the tribunal none of the acts carried out by the Respondent, or by her husband or by the letting agents in attending at the Property or otherwise would give cause for the Respondent to know or to have

reasonable cause to believe that such actions were likely to cause the Applicants to give up possession of the Property. If it were the case that there had been delay on the part of the Respondent in carrying out certain repairs (and the tribunal does not accept that was the case) the tribunal would not have been satisfied that the Respondent would have known or would have had reasonable cause to believe that such delay or delays might cause the Applicants to give up their occupation of the Property.

55. Even if it had been the case that the tribunal was satisfied beyond reasonable doubt that an offence had been committed by the Respondent as contended for by the Applicants (which it is not) it would not have been satisfied on the evidence before it that such offence had been committed in the 12 months immediately prior to the date of this application that is the 12 months up to 9 January 2023. The tribunal accepts the Respondent's evidence that she last attended at the Property in June 2021 and had no meaningful interaction or communication with the Applicants since which would constitute a form of harassment. As such, pursuant to section 41(2)(b) of the 2016 Act the Applicants would not have been entitled in any event to make this application.
56. For the reasons set out above the application for a Rent Repayment Order is dismissed.

Dated this 15th day of May 2023

Judge N Jutton

Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.