



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

Case reference : **LON/00BG/HMB/2023/0007.**

**HMCTS code
(paper, video,
audio)** : **Face to Face hearing**

Property : **Flat 3, Walter Tull Court, 51 Repton
Street, London, E14. 7FU.**

Applicant : **Mr Terry Edwards**

Representative : **Abdullah Kahloon of Counsel**

Respondent : **Mr Steven Clark**

Representative : **Mr Angus Gloag of Counsel**

Type of application : **Application for a Rent Repayment
Order by tenant. Sections 40,41, &
44 of the Housing and Planning Act
2016**

Tribunal members : **Judge H Carr
Mr Appollo Fonka FCIEH**

**Venue and date of
hearing** : **10 Alfred Place London WC1E 7LR –
19th July 2023**

Date of decision : **25th July 2023**

DECISION

Covid-19 pandemic: description of hearing

This has been a face-to-face hearing. The documents that the tribunal was referred to are in a bundle from the Applicant comprising 90 pages and a bundle of 118 pages from the Respondent, the contents of which have been noted.

Decision of the Tribunal

1. The Tribunal determines to make a Rent Repayment Order
2. The RRO made is for £1000.
3. The Tribunal also orders the respondent to reimburse the applicant his application fee and hearing fee totaling £300.

The application and procedural history

4. The applicant made an application for a Rent Repayment Order on 13th March 2023. The applicant alleges that the landlord has committed an offence of unlawful eviction or harassment of occupiers under sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.
5. The applicant seeks a RRO for the period 19th October 2021 and 18th October 2022 in the sum of £8100.
6. The Tribunal issued directions on 23rd April 2023.

The hearing

7. The hearing took place 19th July 2023. The applicant attended and was represented by Mr Abdullah Kahloon of Counsel. Mr Terry Sando attended as support for the applicant. The respondent attended and was represented by Mr Angus Gloag of Counsel. Mr Gaz Dauti attended as a witness for the respondent and Ms Amanda Jacks attended as support for the respondent.

8. Both parties applied for additional documents to be admitted. In neither case were the documents unfamiliar to the other parties and neither party objected to the admission of the additional evidence. The tribunal therefore determined to admit the documents.

The Law

9. The relevant sections of the Protection from Eviction Act 1977 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 had 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.

1(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

s.3A Excluded tenancies and licences.

s.3A (1) Any reference in this Act to an excluded tenancy or an excluded licence is a reference to a tenancy or licence which is excluded by virtue of any of the following provisions of this section.

(2) A tenancy or licence is excluded if—

(a) under its terms the occupier shares any accommodation with the landlord or licensor; and

(b) immediately before the tenancy or licence was granted and also at the time it comes to an end, the landlord or licensor occupied as his only or principal home premises of which the whole or part of the shared accommodation formed part.

S.5 Validity of notices to quit.

(1) Subject to subsection (1B) below no notice by a landlord or a tenant to quit any premises let (whether before or after the commencement of this Act) as a dwelling shall be valid unless—

(a) it is in writing and contains such information as may be prescribed, and

(b) it is given not less than 4 weeks before the date on which it is to take effect.

(1A) Subject to subsections (1B) and (1C)] below, no notice by a licensor or a licensee to determine a periodic licence to occupy premises as a dwelling (whether the licence was granted before or after the passing of this Act) shall be valid unless—

(a) it is in writing and contains such information as may be prescribed, and

(b) it is given not less than 4 weeks before the date on which it is to take effect.

(1B) Nothing in subsection (1) or subsection (1A) above applies to—

(a) premises let on an excluded tenancy which is entered into on or after the date on which the Housing Act 1988 came into force

unless it is entered into pursuant to a contract made before that date; or

(b) premises occupied under an excluded licence.

The issues

10. The issues that require to be decided by the Tribunal are:

(i) Is the tribunal satisfied beyond reasonable doubt that the Respondent committed an offence of unlawful eviction or harassment of occupiers under sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.

(ii) If the tribunal determines to make a Rent Repayment Order it must consider:-

What is the applicable 12-month period?

- What is the maximum amount that can be ordered under s.44(3) of the Act?
- What account must be taken of the respective conduct of the applicant and the respondent and of the financial circumstances of the respondent?

The background and chronology

11. Flat 3 Walter Tull Court, 51 Repton Street E 14 7FU is a small flat with a bathroom, living room/kitchen and one bedroom. It has the benefit of a balcony. It is on the second floor of a purpose-built block of flats which were originally owned by the local authority. It is now owned by a housing association.
12. The respondent is the tenant of the flat which is his only or principal home.
13. The applicant moved into the property on 2nd November 2019. The respondent terminated the agreement by changing the locks on October 17th, 2022. The applicant occupied the bedroom and the respondent slept in the living kitchen.

14. During the hearing the respondent agreed that there was an agreement between him and the applicant that the applicant should rent the bedroom of the property from the respondent

The evidence

The applicant

15. The applicant says that he moved into the bedroom of the property on 2nd November 2019 after bumping into the respondent in a bookmaker in Canary Wharf. The respondent told the applicant that his previous tenant had moved out, so he had advertised his room. The applicant told him that he was interested, but only for a short-term period because he was looking for his own flat.
16. The applicant says that the respondent told him that the rent would be £700 a month. The applicant says that he asked if it could be any cheaper, but the respondent said no, that was the going rate with all bills included.
17. The applicant says that he offered to set up a standing order each month or a bank transfer, but the respondent told him that he had to pay in cash. The applicant says that the respondent told him that the flat was owned by a friend of his which he later found out was not true.
18. In March 2020 at the beginning of the first national lockdown, the applicant, who was self-employed says that his main client stopped paying him. He told the respondent that he was going to have to sign on for benefits or furlough payments as he had no income. At that stage the respondent told him that he was the tenant of the flat and that the applicant could not claim benefits because he was signing on and no-one knew that he was renting out a room. The applicant says that the respondent told him he would have to leave if he applied to get money to pay the rent. During the hearing the respondent told the tribunal that whilst he did not stop the applicant claiming universal credit, he made it clear that if he did so, he would have to leave.
19. The applicant says that on 28th June 2020 when the first lockdown ended he received some commission and gave the respondent five months arrears of rent of £3,500.
20. During the second lockdown the applicant says his work dried up and he had no income to pay the rent. However, the respondent continued to insist that he would not be allowed to live at the property if he applied for benefits. The rent was therefore not paid from 29th August to 28th December 2020 during lockdown.

21. The applicant says that the respondent sent him a text on 16th December 2020 saying that he would have to move someone else in at the end of January to help him pay the rent. That evening when the respondent returned around midnight the applicant and the respondent had a huge row. The applicant told the respondent that he had nowhere to move to, but the only reason he was not paying rent was because he could not claim benefits. The applicant says he was stuck, the respondent would not let him claim benefits and stay in the flat, but if he did not pay the rent he could not stay in the flat.
22. The applicant says that from December 2021 the respondent started turning the water off in the airing cupboard and running out all of the hot water from the immersion heater so there was no hot water left for the applicant to wash and shower in. The applicant says that he was trying to get him to leave.
23. At the end of January 2021, the applicant says that he bumped into the respondent's mother and told her about the hot water being turned off all the time, that he was stuck living there and that he could not claim benefits so that the respondent would not lose the flat. The applicant says that it seemed that something must have been said because the applicant says that shortly after the respondent apologised for everything. The applicant told the respondent that he had money coming in now that lockdown had ended. About a week later the respondent told the applicant that he was putting the rent up to £800 pcm from February 28th 2021.
24. In September 2021 the applicant took advantage of the shortage of HGV drivers by training for his HGV licence. The respondent agreed that he did not have to pay rent during that time. In November 2021 the applicant got a job with *Pret a Manger*. During the following year he worked nights as an HGV driver and worked at Pret as well. He now had an income and could pay the rent and his arrears.
25. He did not pay off his arrears for two reasons. First, in or around May 2022 the applicant said that he was saving up to acquire a Rolex watch which he would be able to buy for £9000 and then sell for around £21,000. He told the tribunal that he did not want to pay off the arrears and forego what was a genuine opportunity to make good money.
26. Second, in August 2022 the applicant booked a holiday and that delayed him having the necessary cash. The applicant says that the respondent asked when he was going to start paying off the arrears. The applicant says that he was still unhappy that he had been forced into debt by the respondent refusing to let him apply for government support.

27. When the applicant returned from holiday the respondent said that he wanted an extra £200 a month on top of the rent to pay off the money he said that the applicant owed him from 2020. The applicant did not agree but did agree to transfer £100 extra a month to the respondent.
28. On 17th October 2022 the applicant transferred £100 to the respondent's account. The applicant was working that day. The respondent rang him whilst he was working unloading a lorry and complained that he had only transferred £100 when he had agreed £200. The respondent started shouting at the applicant so the applicant put the phone down and continued with his work. The applicant rang the respondent back and again they argued.
29. Later that evening, at 19.22 the applicant says he received a WhatsApp message from the respondent that said 'keep the £5k and this month's rent. I aint arguing with you, I want you to leave.' The applicant says that this was a stressful exchange as he was delivering food to different parts of the country.
30. At around 20.15 the applicant found a text message from an unknown number which said, 'call me please mate'. The applicant called the number and when no-one answered texted. Within a minute someone called back, introducing themselves as Gaz. Gaz told the applicant that all his stuff was in the street, including his clothes and he was now living in the room. Gaz said that the applicant should now 'deal' with him. The applicant said that he would only deal with the respondent. It should be noted that Gaz, Mr Dauti, gave evidence to the tribunal and denied that he had threatened the applicant, but agreed that he had helped the respondent pack the applicant's belongings into bin liners and placed them in the outside the property. He told the tribunal he was not involved in changing the locks.
31. On the same night between 20.15 and 11 pm the applicant rang the police to say that he had been threatened and that when he returned home there could be an argument. The police advised the applicant to call again when he finished work and before he got home.
32. The applicant messaged the respondent to tell him that he had reported the matter to the police. The following morning at around 00:45 the applicant finished work and called the police to say he was on his way to the Bethnal Green police station to make a statement (pages 7 – 9 of the bundle). When he arrived home around 3.30 am he found his belongings in the corridor outside of the flat in black bin liners. Some

of the applicants' clothes were on the floor. The applicant found that his key did not work. The applicant banged on the door and could hear whispering behind the door. The applicant called the police who said to wait in his car and they would assist. They arrived 20 minutes or so later.

33. The police when they arrived told the respondent it was a civil matter and that the applicant should be allowed into his room to pick up his stuff and check that everything was there.
34. The respondent stayed in the living room while the applicant went into the bedroom with a police officer and the man the applicant recognised as Gaz a friend of the respondent was sleeping in the applicant's bed. The applicant with the help of the police moved his belongings into the car.
35. The applicant left his clothes with a friend and later that evening located an hotel. The respondent did not allow the applicant to return to the flat to collect the remainder of his belongings.
36. The applicant says that some of his belongings, including his bike, mobile phones and notebooks went missing after that night.

The respondent

37. In his statement the respondent says that the arrangement between the applicant and himself with regard to his living in the flat was only ever on a temporary and casual basis. The respondent says he was doing a friend a favour to save him a long and expensive commute.
38. The respondent says that there was never any official or written agreement between himself and the applicant. The respondent says that they briefly discussed whether the applicant would help towards some of the costs of his use of food and other things he might use during his stay. No specific sum of money was agreed as it was a friendly arrangement. The respondent says that the applicant moved into the flat around 28th November 2019.
39. The respondent says that he is the tenant of a housing association. The respondent does not believe he was sub-letting or that he was the applicant's landlord nor that he was his tenant at any time. The respondent says that as far as he was concerned, he was doing nothing more than assisting a friend on a casual basis for no financial gain.
40. The respondent says that the running costs of the flat are approximately £285 pcm. The rent is £900 pcm. The respondent says that at some

point it was casually discussed that between £100 and £125 per week would cover the extra bills such as food and other things that the applicant would use during his short stay.

41. The respondent says that by March/April 2020 the applicant was still in the respondent's flat. At that stage the respondent considered that the applicant had contributed approximately £600 - £700 which was less than the respondent had anticipated.
42. It was not until April 2020 that the respondent asked the applicant about the money he had lent to him back in November 2019 and asked when the applicant would repay him. The amount of the loan was £300 – see pages 13 – 14 of the bundle.
43. At this stage the country had entered lockdown and the applicant told the respondent he could not leave the flat. By June 2020 the respondent was becoming distressed by the presence of the applicant in the property. The respondent says it was clear to him that the applicant was abusing the respondent's hospitality, good nature and trust.
44. The respondent says that in June/July of 2020 he was not working but receiving Universal Credit which was insufficient for his outgoings as he was gambling heavily at this point and spending money he did not have. This required him to borrow money from friends and family to pay bills.
45. The respondent was aware that the applicant wanted to claim Universal Credit but the respondent was reluctant to allow him to do this as he was concerned that would prejudice his own claim. In addition, the respondent did not understand why the applicant would make a claim for Universal Credit so that the applicant could remain in the property because the respondent had made it clear that he wanted the applicant to move out.
46. Towards the end of June going into July of 2020 the respondent says he reminded the applicant that he should start looking for somewhere else to stay.
47. The respondent's statement suggested that there were complicated financial arrangements between the parties including loans, gambling debts etc. The respondent says that the applicant did not at any time pay rent.

48. The respondent agrees that in January 2021 he received a call from his mother who informed him of a conversation with the applicant.
49. The respondent says that in March 2021 he reminded the applicant that he would have to leave if he did not start paying back the money the applicant owed him.
50. In June 2021 the respondent says that he WhatsApped the applicant advising him that he would be happy if he paid him £4500 of the monies he owed him. The respondent says that at this stage he still valued the applicant as a friend but ultimately, he wanted him to leave.
51. The respondent says that he did not turn off the hot water in an attempt to force the applicant out. The respondent says there were two reasons why the water was not hot; firstly, the prepayment meter had run out of credit and secondly, they both agreed to close the pipes situated in the airing cupboard to reduce the heat emitted into the flat during the hot weather. Either of these circumstances meant that the respondent was also washing in cold water.
52. In early October 2022 the respondent felt mentally strong enough to insist that the applicant leave the flat. The respondent says that the conversation between them was that the applicant was required to leave by the end of the month if he did not start paying what he was owed. The respondent says that the applicant told him he would make payment on the 17th of the month for £200 and would be able to pay around £100 to service the debt as well as paying his rent. However, on 17th October 2022 the respondent checked his bank account to see that only £100 had been paid into it by the applicant.
53. The respondent says that he then decided that he was taking back possession of the whole of the property with immediate effect.
54. The respondent messaged the applicant saying he could keep the money he owed him and the rent for the month as he just wanted him to leave.
55. The respondent asked a friend to come to his property to act as a witness if the situation escalated. The respondent says he removed everything from the room and placed it neatly outside the door including the bike. The clothes were packed into black bin liners.
56. The respondent says that the applicant arrived in the early hours of 18th October 2022 with two police officers. The respondent says that directed by the police he allowed the applicant into the flat to check his

belongings. The respondent says that the police officers were kind enough to help the applicant pack everything.

Submissions from Counsel

Submissions for the respondent

57. Counsel for the respondent submitted that this was a complex factual matrix and an unusual situation. In his submission the respondent was a particularly vulnerable individual suffering from a gambling addiction, was in debt and borrowing from close friends and family in order to survive. He says that the respondent's life was not one you would wish on anyone. He argues that the applicant was the more powerful person in whatever arrangement there was between them. He asks the tribunal to note the applicant's litigation experience and the fact that he is a more competent and more dominant character.
58. Although Counsel agrees that during the hearing the respondent admitted that there was some form of deal about renting the room, there is a real lack of clarity about when the applicant was there and what monies he paid and what debts there were between them. He points out that this was not a plush self-contained room but the use of a room and a kitchen and bathroom in a very small flat. The applicant's contention that he never used the kitchen area or watched the television is beyond belief. He therefore suggests that there was no exclusive possession. At the most it was a lodger situation reflecting a very bizarre relationship.
59. Counsel for the respondent also suggested that the applicant had very little credibility. He could have produced his bank statements to demonstrate withdrawals of cash to pay the rent and his failure to do so puts his case in jeopardy. He notes that despite requests to move out the applicant failed to do so, offering to pay the monies owed but always failing to do so. The applicant was making the most of the situation, living at a convenient address and paying very minimal rent.

Submissions for the applicant

60. Counsel for the applicant points to the horrible situation that the applicant found himself in on the night of October 17/18, 2022. He had been at work and was very tired, he is told to leave the flat with immediate effect. He was required to call the police even just to rescue

his belongings. Counsel also asked the tribunal to note that several of the applicant's belongings were stolen by the respondent, including notebooks, extracts from which have been used in evidence against the applicant.

61. He argues that the respondent has no credibility and that a clear offence under the Protection from Eviction Act has been committed. When asked by the tribunal what notice should have been given Counsel said that a statutory notice should have been served. He suggested to the tribunal that the agreement was an oral assured shorthold tenancy as the applicant had exclusive possession of the bedroom. He also said that the offence of harassment had taken place because of the stoppage of hot water.

The decisions of the tribunal

Did the Respondent commit the offence of unlawful eviction or harassment?

62. The tribunal determines that the respondent committed the offence of unlawful eviction.

The reasons for the determination of the tribunal

The nature of the agreement

63. During the hearing the respondent admitted that there was an agreement between himself and the applicant that the applicant would pay rent to use a room in the respondent's flat. Although the respondent said that he intended this to be a temporary arrangement, and both agreed that there was no intention that this should be a long-term arrangement, there was no evidence to suggest that the arrangement was sufficiently temporary so as to take it outside of statutory protection.
64. Although the applicant says that he had exclusive possession of his room and did not use the respondent's room, the respondent disagreed. He said that he did not grant exclusive possession. He kept clothes in the applicant's room and frequently went in there without asking permission. The tribunal also notes the very small size of the flat. It therefore prefers the evidence of the respondent and determines that there was no grant of exclusive possession.

65. The tribunal concludes that the agreement was, for the purposes of the Protection from Eviction Act, an excluded licence. It was a licence because there was no grant of exclusive possession, and it is an excluded licence because the applicant shared with the respondent the respondent's home. The applicant, the tribunal finds was the respondent's lodger.

Harassment

66. Although the agreement was an excluded licence this does not mean that the offences of illegal eviction and harassment cannot occur. Whilst the applicant claims that the interference with the hot water supply was for the purpose of making him leave the property, the respondent argues that it was to reduce the temperature in the flat during hot weather, or that there was insufficient credit in the electric meter. The respondent also says that any interference with the hot water that did occur impacted upon him as much as it impacted upon the applicant. The tribunal finds the evidence of the respondent persuasive in this matter and determines that the applicant has provided insufficient evidence to enable the tribunal to determine beyond reasonable doubt that the offence of harassment occurred.

Illegal eviction

67. A landlord can change the locks to terminate occupation when the residential occupier is an excluded licensee who has been given reasonable notice of the termination of the agreement. However reasonable notice is necessary, otherwise changing the locks amounts to an illegal eviction under the Act. The applicant had lived in the property for some three years and common law decisions on this would suggest that in these circumstances at least 28 days' notice would be required, but the period would be dependent upon the circumstances.
68. In this case no reasonable notice was given. The respondent when asked by the tribunal whether he had ever given the applicant notice to leave said that he had asked the applicant to leave on several occasions, but the respondent always promised to pay off some of the arrears and therefore he allowed the applicant to stay. He said that he regarded the applicant as his friend and wanted to believe him. It was not until 17th October 2022 that the respondent told the applicant that he must leave. As the locks were changed within a few hours of the text telling the applicant to leave the tribunal determines that no reasonable notice was given. This failure to give reasonable notice means that changing the locks and removing the applicant's belongings to the corridor outside of the flat with the help of Mr Dauti constitutes the offence of illegal eviction.

Should the tribunal make a Rent Repayment Order?

69. The tribunal determined to exercise its discretion and make a rent repayment order.

The reasons for the determination of the tribunal

70. The tribunal thought carefully about whether it was appropriate to make a Rent Repayment Order in the particular circumstances of this case.
71. It recognises that there is a complex factual matrix and that the conduct of neither party is beyond reproach. It acknowledges that the applicant was cavalier about his rental obligations. It also recognises the power imbalance between the parties. This situation is unusual as there appears that the respondent was to an extent dependent upon the applicant.
72. However, it considers that the offence of illegal eviction is a serious offence and that there is a deterrent value in the making of a RRO,
73. The issues of respective conduct etc can be dealt with when the tribunal considers the amount of the order to be made.

What is applicable period and the maximum amount of the Rent Repayment Order?

74. The applicable period in this case is the 12 months preceding the commission of the offence on 17th October 2022. Therefore, the applicable period is 18th October 2021 – 17th October 2022.
75. It was not easy to ascertain what rent was paid during this period. The respondent was extremely unclear about what monies he received from the applicant. The applicant did not provide his bank statements to show relevant withdrawals of cash. The tribunal accepts the evidence of the applicant that the rent was originally £700 pcm and was later raised to £800. These amounts were consistent with text messages sent from the respondent.
76. The applicant did provide a schedule of rent paid during the applicable period. During that time the schedule showed that applicant paid 10 months of rent at £800 per month. The tribunal accepts that schedule

as an accurate record of rent paid. Therefore the maximum rent repayment order that the tribunal can make is £8000.

What account must be taken of the respective conduct of the applicant and the respondent and of the financial circumstances of the respondent when determining the amount of the RRO?

77. The tribunal determines to make a RRO of £1000.

The reasons for the determination of the tribunal

78. The tribunal considered that rent arrears should be deducted from the amount of the RRO to be awarded. Although the applicant found it difficult to pay during lockdown periods, he does not have an excuse for not clearing his arrears as soon as he was able once he had retrained as an HGV driver and got a job at Pret. The tribunal was very concerned that the applicant put his need for a holiday and the potential windfall gain from the purchase and sale of a Rolex ahead of his debt to the respondent. The applicant's explanation that he was angry that because the respondent refused to allow him to claim universal credit and that this had got him into debt is not good enough.

79. The parties reached an agreement about the amount of rent arrears during the hearing. They agreed that £3,500 was owed in rent arrears. Therefore, that amount is to be deducted from the maximum RRO of £8000. However, it appears that £100 was paid by the applicant towards the arrears and therefore the tribunal gives the applicant credit for that. Therefore £3400 is deducted from the maximum amount of the award.

80. The tribunal also notes that the applicant's rent included utilities. The evidence provided did not produce clarity on the amount of the utilities and the extent, if at all they were higher because of the occupation of the property by the applicant. The tribunal, drawing on its own expertise, determines to deduct £100 per month for the applicant's contribution to electricity, wifi and other services. Therefore, a further £1200 is deducted from the maximum amount of the RRO.

81. Having deducted an amount for arrears and an amount for utilities the tribunal considers the maximum award it could make is £4,600. In addition, the tribunal has to consider the conduct of the parties. Neither parties conduct was good. In respect of the respondent, the

tribunal was very concerned that the respondent gave unclear evidence about the cash contributions of the applicant. The act of illegal eviction was executed at a time when it was going to be very difficult for the applicant to find alternative accommodation and placed his employment in jeopardy.

82. The tribunal is also concerned that the respondent kept some of the belongings of the applicant including personal possessions. The applicant's conduct was also poor. The tribunal agrees with Counsel for the respondent that the applicant took advantage of a vulnerable man with an addictive personality. It was clear that the respondent was desperate to be friends with the applicant and that if that meant putting up with continuous delays in paying rent, then he was prepared to do this. The applicant displayed a very cavalier attitude to his rent arrears. At the same time the applicant was benefitting from hot water and heating, TV and broadband and was not paying a contribution to council tax. He knew how vulnerable the respondent was financially. Therefore, whilst the conduct of the respondent may have been such that the amount of the RRO should represent a significant proportion of the amount available to award, the tribunal considers that the conduct of the applicant outweighs the conduct of the respondent. There was clear financial abuse of a vulnerable person.
83. No direct evidence was given of the financial circumstances of the respondent. However, it was clear to the tribunal that the respondent had very limited resources. He claims benefits, has debts and is addicted to gambling. It is going to be very difficult for him to be able to pay any award to the applicant.
84. Nonetheless the tribunal considers it must make an award to mark the seriousness of the actions of the respondent. It therefore makes an award of £1000. It considers that this amount is the minimum it can award in view of the circumstances of the eviction.
85. In addition, the respondent is required to reimburse the applicant for his application and hearing fee. This totals £300.

Name: Judge H Carr

Date: 25th
July 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.