



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

Case reference : **LON/00AL/HMF/2023/0076**

Property : **141a Griffin Road, London SE18 7PZ**

Applicant : **Peter Clark**

Respondent : **Kritsana Thammapreechathavorn**

Type of application : **Application for a rent repayment order by tenant**
Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016

Tribunal : **Judge Dutton**
Ms F Macleod MCIEH

Date of Hearing and Decision : **26 July 2023.**

DECISION

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was Cloud Video Platform (CVP) (**V: CVPREMOTE**). A face-to-face hearing was not held because of transport issues. The documents that the Tribunal were referred to are in a bundle of documents produced by the Applicant, the contents of which have been noted.

DECISION

The Tribunal must dismiss the application for a Rent Repayment Order (RRO) in respect of the Applicant's occupation of the property at 141a Greenway Road, Greenwich, London SE18 7PZ (the Property) for the reasons set out below.

Background

1. By an application dated 20 March 2023 the Applicant Mr Peter Clark claimed a RRO in respect of his tenancy of the Property, which is a two-storey terraced house (described as a flat in the application) occupied by three unrelated persons for the period 10 October 2022 to 31 March 2023. The rental paid was £945 per month and evidence of the payment was produced to us.
2. Directions were issued on 25 April 2023, following a Case Management Hearing (CMH) which was attended by both the Applicants and the Respondent Kritsana Thammapreechathavorn, (known as Alex).
3. The Respondent has failed to engage in the proceedings and on 19 July 2023 an order debarring the Respondent from taking further part in the proceedings was made. In fact, at that point in time the Respondent had played no part save for attending the CMH.
4. Prior to the hearing we received the following papers from the Applicant
 - (a) Emails between the parties
 - (b) Bank statements supporting the rental paid of £945 per month, totalling £5,670, being six months' rent which included one month's rent paid by Universal Credit
 - (c) The tenancy agreement for a term of 6 months dated 6 October 2022 for a term of six months commencing 10 October 2022
 - (d) The application together with reasons for same and a document headed "Full details of the alleged offence".We have noted all that was said.

Hearing

5. Mr Clark attended the hearing by video. He told us he had moved into the Property on 10 October 2022 and stayed until, he thought 31 March 2023. During his occupancy there had been issues with the Respondent and with the Property. There was, we were told no heating or hot water for the month of December. The Respondent and his partner occupied the small communal living area for a while whilst it was refurbished, apparently to create another bedroom. The Police were called, it seems on one occasion due to the harassment of the Applicant by the Respondent, although this was not pleaded as an issue. It seems a security camera had been installed, without the

Applicant's knowledge in the hallway. Further the Property seemed to be lacking in Fire Prevention and Safety requirements.

6. The Applicant was asked how he had come to the conclusion that the Respondent was in breach of the Housing and Planning Act 2016 so that he could claim an RRO.
7. He told us that he had 'Googled' the possibility of an RRO, and this had eventually led him to the Greenwich Council Web site. He searched to see if the Property had a licence and his enquiries seemed to show it did not. However, he was unable to say what licence was required and he had not contacted the Council to see if the Property did indeed need a licence, whether one had been issued, or whether one had been applied for. He said he told the Respondent at the time of boiler breakdown that he needed to put a licence in place, but he was ignored.

Decision

8. The application lacks details on the offence alleged to have been committed. It says this:

The property that I live in is not registered as an HMO. The landlord has been difficult in the past by refusing to fix the boiler when it broke in december and there was no hot water or heating for nearly two weeks. He then decided that we could leave with 2 weeks notice as he is stopping the renting of the rooms until all problems fixed but then said we can't get our deposit back until two weeks after we have left. This deposit is held in his bank account. I have further learned that he intends to increase capacity of the house to renting out to 4 new tenants and he has increased the rental charge to include all bills. He was caught spying on us via a wifi camera and when found out he lied about it and said it was for security. I am looking to claim for a total amount of £4725 (4£945) which is for 4 months rent plus a deposit of the same amount. I have been unemployed since January and had to borrow £945 from UC advance payment whilst waiting for benefits so I could pay my February rent on time.*

9. Nothing in his papers indicated that the Property was required to be licensed and was not. He was asked on several occasions how he had researched the licensing requirements, but he was vague and seemed confused by planning issues. He could give no indication of what licensing regulations had been breached.
10. He produced no evidential proof that the Property required a licence by Greenwich Council as he did not carry out the appropriate research or contact the Council to determine the position, which is the usual course taken. Neither was he able to say whether, for example a licence had been applied for and was pending, which would have provided a defence, in part, for the Respondent.

11. The directions make it clear that we must be satisfied beyond reasonable doubt and set out the requirements as follows:

full details of the alleged offence, with supporting documents from the local housing authority, if available (Note: the Tribunal will need to be satisfied beyond reasonable doubt that an offence has been committed).

12. In the circumstances we consider we have no alternative but to find that the Applicant has not satisfied us beyond reasonable doubt that the offence of controlling or managing an unlicensed house under s95(1) of the Housing Act 2004 has been committed and must therefore dismiss the application for an RRO.

Judge Dutton

26 July 2023

ANNEX – 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 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 to 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 (ie 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.**