



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

**Case References** : **LON/00AM/HMF/2023/0058  
CVP/VIDEO**

**Property** : **Flat 32 Buxton Court London N1 7TN**

**Applicant** : **Peter Dimitrov Todorov**

**Representative** : **In person**

**Respondent** : **Rent Room Ltd (1)  
Jo Uddin (2)  
One Deal Estate Agency (3)  
Mohammed Uddin (4)  
Mrs J N Ahmed (5)**

**Representative** : **Mrs Ahmed in person  
Other Respondents did not appear and  
were not represented**

**Type of  
Application** : **Application for a rent repayment order**

**Tribunal Members** : **Judge F J Silverman MA LLM  
Ms S Coughlin MCIEH**

**Date of hearing** : **10 July 2023**

**Date of Decision** : **31 July 2023**

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## DECISION

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### Decision of the Tribunal

- 1. The Tribunal makes a rent repayment order against the fifth Respondent, Mrs J N Ahmed and in favour of the Applicant in the sum of £4,306.35**
- 2. Additionally, the Tribunal makes an order against the fifth Respondent, Mrs J N Ahmed and in favour of the Applicant in the sum of £300 in repayment to him of his application and hearing fees.**
- 3. The total award to be paid forthwith by the Respondent is therefore £4,606.35.**
- 4. The applications against the first to fourth Respondents inclusive are dismissed.**

### Reasons

- 1 On 26 February 2023 the Applicant made an application to the Tribunal under section 41 of the Housing and Planning Act 2016 (“the Act”) requesting a rent repayment order against the Respondents in respect of the property known as Flat 32 Buxton Court, London, N1 7TN (the property) for the period of his occupation of the property (as detailed below) during which time the property was unlicensed. Directions were issued by the Tribunal on 29 March 2023.
- 2 The hearing of this matter took place by CVP video on 10 July 2023 at which the Applicant and fifth Respondent appeared in person and the remaining Respondents did not appear and were not represented. Mrs Ahmed explained to the Tribunal that Respondents 1-4 inclusive were her agents who acted on her behalf and that she was the person who was the landlord and received the rent. In the light of that admission the Tribunal dismissed the case against Respondents 1-4 inclusive.
- 3 The Tribunal also notes that in a recent decided case concerning the same property and one of the Applicant’s co-tenants the Tribunal had concluded that Mrs Ahmed was the proper landlord of the property (LON/00AM/HMF/2023/0061).
- 4 The Applicant had filed an electronic bundle of documents for use at the hearing, relevant pages of which are referred to below. The Respondent had not responded to the application at all and had not filed a statement of case or witness statement nor produced any documents for the hearing. She offered no explanation to the Tribunal for her failure to engage with the Tribunal proceedings.
- 5 In compliance with current Tribunal Practice Directions the Tribunal did not make a physical inspection of the property. The

- Tribunal considered that the issues in the case could be resolved without the need for an inspection.
- 6 The Tribunal understands that the property comprises a three bedroom flat in a five storey apartment building with one kitchen and bathroom which at the relevant time was shared by three tenants from separate households.
  - 7 As such, it fell within the additional licensing scheme of the London Borough of Hackney which had been in place since March 2018. The property required an HMO licence and for the entire period of the Applicant's occupation did not have one.
  - 8 The need for and lack of a licence was admitted by the fifth Respondent.
  - 9 Rent for the property was payable to the fifth Respondent as landlord and leaseholder.
  - 10 The Applicant was one of three tenants who shared the property during 2021-2023 paying rent variously to the persons or businesses named as Respondents 1-4 in this application. Mrs Ahmed confirmed to the Tribunal that she was and remains the leasehold owner and landlord of the property and received the rent from her agent who traded variously as Respondents 1-4 as named in this application.
  - 11 Confirmation from the local authority that the property did not have a licence during the relevant time is shown at pages A1-A3 of the Applicant's bundle comprising a letter dated 21 September 2022 and accompanying emails from the London Borough of Hackney addressed to Mr Kolov, a co-tenant of the Applicant, informing him that a Civil penalty notice was to be served on Mrs Ahmed's agent in respect of the offence of managing an unlicensed property.
  - 12 A landlord who fails to obtain a valid licence is committing a criminal offence under s72(1) Housing Act 2004.
  - 13 The Applicant has demonstrated to the Tribunal's satisfaction that the property required a licence during the whole period covered by this application and that it did not have one.
  - 14 The Tribunal was therefore, satisfied beyond reasonable doubt that the fifth Respondent had committed an offence under section 72(1) of the Housing Act 2004 (as amended), namely, that she had been in control or management of an unlicensed HMO.
  - 15 The Tribunal was also satisfied that it was appropriate to make a rent repayment order under section 43 of the Housing & Planning Act 2016. The Applicant clarified to the Tribunal that he wished to make a claim for the period January 2022 to December 2022. Any award made by the Tribunal could not exceed the total rent received by the fifth Respondent for this period of time.
  - 16 As to the amount of the order, the Tribunal had regard to the following circumstances under section 44(4) of the Act.
  - 17 The Applicant gave evidence relating to the state and condition of the flat. He said that there were no gas or electricity safety certificates, no EPC, no rent book, no notification of the name and address of the correct landlord, and inadequate fire protection (smoke alarms carbon monoxide alarms, fire blanket) until after

- the local authority, London Borough of Hackney, became involved in July 2022.
- 18 Additionally, he told the Tribunal of frequent plumbing blockages in both kitchen and bathroom, and a severe bed bug infestation which the landlord's agent did not remedy.
  - 19 Further issues were the failure to protect the tenants' deposits and the fact that the landlord's agent had been expelled from the Property Redress Scheme which meant that they were trading illegally.
  - 20 Complaint was also made that the landlord was dilatory in payment of utility bills so that the tenants were fearful that their electricity and water would be cut off.
  - 21 Finally, there were threats of unlawful eviction from the landlord's agent and Mr Todorov gave verbal evidence that the agent had evicted Mr Kolov, one of his co-tenants, in May 2023 and changed the locks so that Mr Todorov who was at work at the time was unable to gain access to the flat and had nowhere to stay overnight.
  - 22 The fifth Respondent said that she owned no other rental properties and had engaged the agents in 2007 on the recommendation of a friend. She had owned the property since 2004 and had rented it out since 2005. She said that she was unaware that the flat needed a licence because she thought it was a one bedroom flat and asserted that she had not known that the living room had been sub-divided to make two extra bedrooms. She said that she left the running and maintenance of the flat to her agents and seemed to have little interest in the property other than the receipt of the rent. She did not dispute that the eviction had occurred but denied that it was done on her instructions.
  - 23 Although Ms Ahmed did not specifically put forward her employment of an agent as a reasonable excuse the Tribunal has considered whether this could constitute either a complete defence to the offence or mitigation of the seriousness of the offence. Ms Ahmed said that the agency was recommended to her by a friend and that she had used them since 2007. She did not make any other enquiries about the company which has both changed ownership and names several times during this period. She has not attempted to keep herself up to date with her responsibilities as a landlord. As landlord she has the overall responsibility for compliance with the law including taking responsibility for the acts and omissions of her authorised agents. She cannot simply wash her hands of liability because she showed no interest in the property and took no steps to ensure that her agents were acting legally and responsibly. We did not find Mrs Ahmed's evidence to be credible.
  - 24 There is no evidence that the fifth Respondent had previous convictions of this kind or that the Council had considered the fifth Respondent's offence to be sufficiently serious to prosecute it although a civil penalty had been imposed on her agents. However, in assessing the award to be made to the Applicant, the Tribunal does have regard to the fifth Respondent's conduct.

- 25 The Tribunal did not have details of the fifth Respondent's financial circumstances but no formal plea of financial hardship was made on her behalf. A Tribunal order requires payment in full and not by instalments.
- 26 The Applicant had not claimed any benefits during the period of his occupation.
- 27 There is no substantiated evidence of any misconduct on the part of the Applicant.
- 28 On average the Applicant paid £450 per month as rent which sum was inclusive of all outgoings. Evidence of payment was produced to the Tribunal and was not disputed by the Respondent.
- 29 The Applicant said that on occasions he had paid less than £450 because he had deducted amounts to reflect the failure of the fifth Respondent's agent to supply a cleaner or to re-imburse for minor repairs carried out by the tenants. Taking this into account, he accepted that £5,036 represented the correct figure for the period of the claim.
- 30 In assessing the award the Tribunal also had regard to the guidelines set out in *E Acheampong v Roman & Others* [2022] UKUT 239 (LC).
- 31 The period for which rent must be repaid by the fifth Respondent is 01 January 2022 to 31 December 2022. This amounts to £5,036.
- 32 From that sum the Tribunal deducts the sum of £503 representing the Applicant's share of the gas, electricity and internet costs for the flat during the relevant period. The Applicant's rent was inclusive of services and he should expect to make some contribution towards them. In the absence of any evidence of utility costs or expenses from the fifth Respondent the Tribunal has applied a broad brush approach and reduced the total award by 10%. In view of the parlous state of the flat it is reluctant to make a greater reduction from this sum. This leaves a net amount of £4,533.
- 33 The fifth Respondent's conduct through her agents during this period included slowness in effecting repairs to the property, threats of eviction and of legal costs, none of which were justified in these circumstances and which is unbecoming behaviour for a landlord. In the light of this conduct the Tribunal considers it is appropriate to make an award of 95% of the net amount to the Applicant, a sum of £4306.35.
- 34 Additionally, the Applicant also requests the Tribunal to order the fifth Respondent to repay the application and hearing fees (£300). This application is granted bringing the total award to £4,606.35.
- 35 Relevant Law  
Making of rent repayment order

Section 43 of the Housing and Planning Act 2016 ("the Act") provides:

“(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).

(2) A rent repayment order under this section may be made only on an application under section 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance with—

(a) section 44 (where the application is made by a tenant);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

Amount of order: tenants

16. Section 44 of the Act provides:

(1) Where the First -tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed

an offence mentioned in row 1 or 2 of the table in section 40(3)

an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)

the amount must relate to the rent paid by the tenant in respect of the period of 12 months ending with the date of the offence

a period not exceeding 12 months, during which the landlord was committing the offence

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b)the financial circumstances of the landlord, and

(c)whether the landlord has at any time been convicted of an offence to which this Chapter applies.”

**Name:** Judge Frances Silverman  
as Chairman

**Date:** 31 July 2023

Note:  
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 to the Second-tier Tribunal at the Regional office which has been dealing with the case. Under present Covid 19 restrictions applications must be made by email to [rplondon@justice.gov.uk](mailto:rplondon@justice.gov.uk).
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.