Case Reference	**:**	**LON/00AJ/HMF/2022/0119**
Property	**:**	**2c Hamilton Road, London W5 2EQ**
Applicants	**:**	**(1) Ms Ksenia Mitevska** **(2) Ms Victorija Mitevska** **(3) Mr Dragi Pozharkovski**
Representative	**:**	**Mr D Gyulai (Represent Law Ltd)**
Respondent	**:**	**Peel Ealing Investments Ltd**
Representative	**:**	**Mr B Channer of counsel**
Type of Application	**:**	**Application by Tenant for a Rent Repayment Order**
Tribunal Members	**:**	**Judge S Brilliant** **Mr S Wheeler MCIEH CEnvH**
Date and Venue of Hearing	**:**	**31 August 2023** **10 Alfred Place, London WC1E 7LR**
Date of Written Reasons	**:**	**19 October 2023**

DECISION

Determination

1. The Tribunal is satisfied beyond all reasonable doubt that, during the period commencing on 17 September 2020 and ending on 16 September 2021, 2c Hamilton Road, London W5 2EQ ("the House") fell within an additional licensing scheme and therefore required an HMO licence.

2. The amount we order to be paid back to the Applicants by the Respondent is as follow:

(a) Ksenia: £1,542.09;

(b) Victorija £2,144.34;

(c) Dragi £2,144.34.

The Respondent must also refund the application and hearing fees.

The licensing schemes

3. In the London Borough of Ealing ("Ealing") an additional licensing scheme came into operation in January 2017.

4. This additional licensing scheme operates where there are four or more occupants living in more than one household and who share facilities such as a bathroom or kitchen. An HMO licence is required: s.61(1) Housing Act 2004. Failure to obtain a licence is an offence: 72(1) Housing Act 2004. Such a failure can be penalised by a rent repayment order: s.43(3) Housing and Planning Act 2016 ("the 2016 Act").

The proceedings

5. These proceedings concern an application for a rent repayment order made on 8 June 2022 pursuant to ss.40, 41, 43 and 44 of the 2016 Act.

6. Directions for the hearing were given on 02 August 2022.

7. At the hearing the Applicants were represented by Mr Gyulai of Represent Law Ltd. The Respondent was represented by Mr Channer of counsel. The oral evidence was completed on 31 August 2023. Closing submissions were then put in writing.

The oral evidence

8. The Applicants are respectively (1) Ms Ksenia Mitevska ("Ksenia"), who had made two witness statements, (2) her sister Ms Victorija Mitevska ("Victorija"), who had made one witness statement and (3) Mr Dragi Pozharkovski ("Dragi"), who had made one witness statement. Each of the Applicants gave oral evidence.

9. On behalf of the Respondent oral evidence was given by:

(a) Mr B Pell, one of its directors, who had made three witness statements.

(b) Mr N Abbas, who was engaged by Mr Pell to clear up the damage to the House after the Applicants left the House in September 2021. He had made one witness statement.

The issues

10. The three principal issues are:

(a) How many people were living at the House at all relevant times? ("the headcount issue").

(b) What, if any, damage had been done to the House by the Applicants when they left in September 2021? ("the damage issue").[1]

(c) What was Mr Pell's conduct as a landlord? ("the conduct issue").

Our assessment of the witnesses

The Applicants

11. We found the Applicants were trying assist the Tribunal on the headcount issue.

12. The Respondent complains that there were only witness statements from three of the five occupants alleged to have been in the House between 17 September 2020 to 16 September 2021. The other two occupants relied upon by the Applicants, namely Mr Igorcho Gorunkovski ("Igorcho") and Mr Nikolay[2] Syarov (Nikolay") were not parties to the application, nor did they provide witness statements or give oral evidence.

13. We do not accept this complaint. There are number of reasons why an occupant may not wish to become involved after leaving the property concerned. After the deduction of Represent Law's contingency fee, and the usual risks of litigation, the amount each individual would actually receive under any repayment order may not have been sufficient to arouse an interest.

14. On the other hand, regrettably, we do not think that the Applicants' written evidence in respect of the damage and Mr Pell's conduct was truthful. Their written case on these matters fell apart under cross examination.

[1] We do not accept the Applicants' submission that the damage issue should not be considered by us, but only in the County Court.
[2] At times "Nikolay" is referred to as "Mikolay". In our judgment, nothing turns on this.

The Respondent

15. Mr Pell is highly intelligent, and we are satisfied that he is an honest man. However, he does over think and over analyse matters, and some of his genuinely believed conclusions as to what was happening at any particular time are unrealistic and simply not borne out by the evidence, and we are unable to accept them.

16. Mr Abbas we found to be a careful, helpful and important witness.

The evidence and our findings of fact

The headcount issue: the number of rooms.

17. The Applicant's written evidence was that there were four bedrooms in the House. We were told that the layout of the House was as follows. On the ground floor there was a kitchen and a door leading into the garden, and a WC. On the first floor there were two bedrooms. On the second floor there were two bedrooms, one with an ensuite WC and shower, and a communal WC.

18. We are satisfied beyond reasonable doubt that this is correct.

19. But we are also of the view that at some time in the past there had been only three bedrooms. As Viktorija clarified in her evidence what had been a living room on the first floor had become an additional bedroom. This was consistent with the Applicants' oral opening.

20. The Respondent relied upon the evidence of Mr Pell who was insistent that the House only contained three bedrooms. The Respondent also relied upon the fact that there were two estate agents' online particulars referring to the House as having three bedrooms.

21. We do not consider that this evidence was misleading. Mr Pell genuinely believed that there were three bedrooms and must have been unaware of the fourth bedroom having been created.

22. Mr Abbas removed only three damaged double beds from the House, but this does not mean that there was not a further one.

The headcount issue: the leases

23. The first relevant lease of the House granted by the Respondent is one dated 17 September 2017 for a fixed term of 12 months at a rent of £2,280 per month. The only tenant is Angela Stoilova ("Angela"). However, clause 4(15) contained a provision preventing Angela from sharing the house, except for four named persons. They were (1) Ksenia, (2) Victorija , (3) Igorcho, and (4) Petar Trencev ("Petar").

24. Fortunately, we do not have to decide the difficult question as to whether the

four other occupants had a direct contractual relationship with the Respondent or were simply licencees of Angela. The fact is that it must have been obvious to Mr Pell that there would be five persons living at the House.

25. Mr Pell in his second witness statement says:

I thought that the additional two permitted occupiers, namely Igor Gorunkovski and Petar Trencev for the 2017 Tenancy Agreement, whose names were provided by Angela Stoilova at the meeting, were partners or relations of Angela Stoilova, Ksenia Mitevska and Viktorija Mitevska and might be staying at the Property occasionally. I understood that they should be included on the tenancy agreement in the event that they were at the Property where there was a fire, or similar event.

26. Whilst Mr Pell may honestly believe that this was so, we cannot find any rational basis upon which such a conclusion could have been reached. It should have been obvious to Mr Pell that there would be five persons living at the House.

27. The second relevant lease of the House granted by the Respondent is one dated 17 September 2018 also for a fixed term of 12 months at a rent of £2,280 per month. Again, the only tenant is Angela. Again, clause 4(15) contained a provision preventing Angela from sharing the house, except for four named persons. This time they were (1) Ksenia, (2) Victorija , (3) Lyuben Madzirov and (4) Elisavet Madzirov. The latter two replaced Igorcho and Petar.

28. In his second witness statement, Mr Pell says:

Again, I never had any contact with or met Lyuben Madzirov or Elisavet Madzirov, and never thought that they were permanently living at the Property.

29. Again, we cannot find any rational basis upon which such a conclusion could have been reached. It should have been obvious to Mr Pell that there would be five persons living at the House.

30. There is no lease disclosed for the year commencing 17 September 2019. Mr Pell says that there was not one because it was his practice for his ASTs to run over. However, this is inconsistent with a new lease having been granted in 2018. The Applicants say that there was a lease, but it cannot now be found. This would be the third relevant lease. We prefer the evidence of the Applicants on this point.[3] In any event, new lease or not, we accept the evidence of Ksenia and Victorija that there were still more than four people living in the House, except for a period or periods during that lease during Covid when there were only three.

31. The fourth relevant lease of the House ("the 2020 Lease") granted by the Respondent is one dated 17 September 2020, also for a fixed term of 12 months at a rent of £2,280 per month. By this time, however, Angela was no longer a tenant (she

[3] On 01 and 19 October 2019, Mr Pell was sent texts identifying five (our emphasis) persons who were living at the House. It is true that the names were not identical.

left in August 2019). This time there were five persons named as tenants. They were (1) Ksenia, (2) Victorija, (3) Igorcho, (4) Dragi[4] and (5) Nikolay. Clause 4(15) referred to a deposit and not to the sharing of the House.

32. The 2020 Lease is the one relevant to these proceedings, because it is the one in respect of which the Applicants' claim is made.

33. In his second witness statement, Mr Pell said:

It was never suggested, nor did it occur to me, that there was anyone else living at the Property other than Ksenia Mitevska and Viktorija Mitevska once Angela Stoilova had moved out.

34. Again, we cannot find any rational basis upon which such a conclusion could have been reached. It should have been obvious to Mr Pell that there would be five persons living at the House.

35. All the above leases clearly show that more than four people were going to live in the House. Mr Pell's stock answer to these points in cross-examination was he did not want to get into the private affairs of his female tenants, but this does not, with respect, make any sense given that the male occupants are actually named in the leases.

36. Mr Pell explained that he received council tax demands in respect of the House. Someone had told Ealing that the House was empty, so by default the Respondent became liable. Ealing would not tell him who had told them this for data protection reasons.

37. Mr Pell tried to engage with Ealing to correct them about this, but he found it very frustrating as it would never answer his telephone calls or engage with him.

38. The Applicants then asked him to produce a document which they could show to Ealing, in order to rectify matters and also to allow any claim for Universal Credit to be made. Mr Pell was given the names of the five individuals who would be tenants under the 2020 Lease. He then messaged it would not be a problem and to what number he should send it.

39. Mr Pell's position is that the 2020 Lease was not an accurate document.

40. We are satisfied that it genuinely reflected the number of tenants. It was signed by Mr Pell's brother on behalf of the Respondent. He is also a director of the Respondent. Having signed it, it hardly lies in the mouth of the Respondent to deny its accuracy regarding the number of tenants. It is still a valid lease, being for less than three years, notwithstanding the fact that the tenants did not sign it. Again it must have been obvious to Mr Pell that there would be five persons living at the House.

[4] Dragi says that he was already in occupation by this time.

The headcount issue: the number of occupants at the relevant time

41. In our judgment the leases in themselves show beyond any reasonable doubt that at the start of each one at least four people were living in the House.

42. The Respondent complains that in the notice of application no sufficient details are given of when at least four persons were occupying House. But in our judgment the written and oral evidence is specific enough, particularly in the last relevant year.

43. The Applicants gave evidence that Nikolay left the House in December 2020.[5] This reduced the occupants from five to four. This number still required an HMO licence.

44. On 25 January 2021, Mr Pell messaged Ksenia saying that Respondent would pay her to advertise for a fifth tenant (our emphasis) and that he uses Gumtree. On the same day Mr Pell's mother emailed Ealing that "Ksenia, Viktorija and several others (our emphasis) continue to live in the property". On 21 March 2021, Ksenia messaged Mr Pell that they had found a new housemate.

45. On 19 September 2021, the following messaging exchange took place:

> Mr Pell: "Hi Ksenija. Hope you had a good weekend. Did you find anywhere? Best wishes"
>
> Ksenia: "I am still waiting for response from the agency. I will give them a call today, Dragan and Igor find a place (our emphasis), so we will be out at the end of the week
>
> Mr Pell: "Okay thanks. I hope the agency does not mess you around. Best wishes"

46. These messages are compelling evidence that there were four occupants in the House between December 2020 and September 2021. Prior to that there had been five.

47. The Respondent relies upon the fact that Ksenia's bank statements do not confirm her written evidence about receiving contributions to the rent from the other occupants. But this point goes nowhere. The rent was always paid on time by Ksenia, and it is not suggested that she did not somehow recoup the other occupants' contributions. Victorija and Ksenia referred to payments in cash and payments in lieu of electricity, gas, food and council tax from the other occupants.

48. The Applicants duly gave notice and left the House at the conclusion of the

[5] Victorija said in successive paragraphs in her witness statement that both Nikolay and Igorcho moved out in December 2020, but we accept that this was a mistake.

2020 Lease.

The damage issue

49. As this goes to quantum as opposed to liability, the standard of proof is reduced to the balance of probabilities.

50. In their witness statements, the Applicants denied that there was any damage to the House when they left. However, in cross examination they accepted that there was.

51. Mr Abbas gave clear and cogent evidence of the damage he found in the House when he went to investigate. He had photographs to support this. We accept his evidence. He has also prepared a table showing what items of damage there were and how much it cost to pay builders to rectify the damage. The total cost of the damage incurred was £11,106.35.

52. The items were:

No.	**Damage**	**Repair / replacement**	**Date works carried out**	**Cost including labour**
1.	Walls and general decoration of the property were damaged.	Walls required repainting – paint purchased and decorators hired to complete the works.	21-29 September 2021.	£1,285.21
2.	Kitchen was left in such a condition that it had to be professionally cleaned prior to commencing works on damaged items..	Professional cleaning.	21 September 2021.	£280
3.	Damage to kitchen tiles.	New tiles purchased and laid at the property..	21 September 2021.	£652
4.	Damage to bedframes and mattresses.	Purchase of 3 new double beds and mattresses.	23 September 2021.	£1,850
5.	Damage to carpets throughout the property including cigarette ash, stains and dirt.	The property had to be re-carpeted.	23 September 2021.	£1,250
6.	Some of the curtains were	New curtains and rods	23-25 September 2021.	£980.17

	damaged and in places curtain rods had been removed.			
7.	Kitchen units, cupboards and work surfaces had been badly damaged.	New kitchen units were required as was work to install them.	24-29 September 2021.	£1,170

53. He also gave evidence that the House had been left in a disgraceful state. There was food still in the fridge, he produced photographs of discarded matters left on the worktops in the kitchen, and he said the garage was full of rubbish. The grass in the garden had been ruined and the fence was partly burnt when a barbeque went wrong.

54. We are critical of the Applicants' witness statements. They have all the hallmarks of being drafted for them with some highly inaccurate mistakes which did not stand any scrutiny.

55. Linked to the damage issue is the question currently before the County Court as to whether or not the original deposit should be forfeited. We are not deciding that issue, because it is not within our jurisdiction. The parties will need to take legal advice as to what, if any, effect our decision will have on those proceedings.

Mr Pell's conduct as a landlord

56. We are satisfied on the evidence that Mr Pell was an excellent landlord in terms of his dealings with his tenants. He had a very good rapport with them. He was desperately upset when a tenant at another property died, and he organised the funds to pay for her funeral. He was quick to have repairs carried out when given notice of the need for action. He dealt with a problem with bedbugs efficiently and successfully.

57. Allegations were made by the Applicants that the toilet was broken and the fire alarm in the kitchen did not work. It was readily accepted in cross examination that Mr Pell was very conscientious in carrying out repairs where necessary (including the toilet) and we are not persuaded on the evidence that the fire alarm did not work. In any event, there was no suggestion that the Applicants had ever complained about it, or that Mr Pell would not have immediately rectified any problem if told about it.

58. These allegations should never have been made by the Applicants, nor further allegations that the deposit had been "stolen" by Mr Pell and that they were treated badly because they were foreigners.

The Respondent

59. The Respondent is a property company. According to Companies House, the activity of the Respondent is letting and operating of its own or leased real estate. It clearly has more properties than just the House. Mr Pell did not give any evidence about its assets.

The statutory framework

60. s.40 of the 2016 Act states:

> (*1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.*
>
> *(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to (a) repay an amount of rent paid by a tenant … under the tenancy.*

61. Among the relevant offences is having control of or managing an HMO which is required to be licensed and which is not licenced.

62. s.43 of the 2016 Act provides that the Tribunal may make a rent repayment order if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with s.44.

63. s.44 provides:

> (*1) Where the First-tier Tribunal decides to make a rent repayment order under s.43 in favour of a tenant, the amount is to be determined in accordance with this section.*
>
> *(2) The amount must relate to [our emphasis] rent paid during the period mentioned in the table:* [The table provides for the offence in these proceedings to be *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 … .*
>
> *(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.

The case law

64. There is no requirement that a payment in favour of the tenant should be reasonable: Vadamalayan v Stewart [2020] UKUT 183 (LC) [11].

65. It is not possible to find in the 2016 Act any support for limiting the rent repayment order to the landlord's profits. That principle should no longer be applied. That means that it is not appropriate to calculate a rent repayment order by deducting from the rent everything spent on the property during the relevant period. There is no reason why the landlord's costs in meeting his obligations under the lease (such as repairs) or by way of mortgage repayments should be set off against the cost of meeting his obligations to comply with the rent repayment order: Vadamalayan [14-15].

66. The context of a "starting point" is familiar in criminal sentencing practice, but since the rent paid is also the maximum which may be ordered the difficulty with treating it as a starting point is that it may leave little room for the matters which s.44(4) obliges the Tribunal to take into account, and which Parliament clearly intended should play an important role (Ficcara v James [2021] UKUT 38 (LC) [50] .

67. An important decision is that of Fancourt J in Williams v Parmar [2021] UKUT 0244 (LC). This deserves to be quoted at length:

23. The offence of having control of or managing an unlicensed HMO is not an offence described in s. 46(3)(a) and accordingly there was no requirement in this case for the FTT to make a maximum repayment order. That section did not apply. The amount of the order to be made was governed solely by s.44 of the 2016 Act. Nevertheless, the terms of s.46 show that, in cases to which that section does not apply, there can be no presumption that the amount of the order is to be the maximum amount that the tribunal could order under s.44 or s.45. The terms of s.44(3) and (4) similarly suggest that, in some cases, the amount of the order will be less than the rent paid in respect of the period mentioned in the table in s.44(2), though the amount must "relate to" the total rent paid in respect of that period.

24. It therefore cannot be the case that the words "relate to rent paid during the period …" in s. 44(2) mean "equate to rent paid during the period …". It is clear from s. 44 itself and from s. 46 that in some cases the amount of the RRO will be less than the total amount of rent paid during the relevant period. S. 44(3) specifies that the total amount of rent paid is the maximum amount of an RRO and s. 44(4) requires the FTT, in determining the amount, to have regard in particular to the three factors there specified. The words of that subsection leave open the possibility of there being other factors that, in a particular case, may be taken into account and affect the amount of the

order.

25. However, the amount of the RRO must always "relate to" the amount of the rent paid during the period in question. It cannot be based on extraneous considerations or tariffs, or on what seems reasonable in any given case. The amount of the rent paid during the relevant period is therefore, in one sense, a necessary "starting point" for determining the amount of the RRO, because the calculation of the amount of the order must relate to that maximum amount in some way. Thus, the amount of the RRO may be a proportion of the rent paid, or the rent paid less certain sums, or a combination of both. But the amount of the rent paid during the period is not a starting point in the sense that there is a presumption that that amount is the amount of the order in any given case, or even the amount of the order subject only to the factors specified in s.44(4).

26. In this regard, I agree with the observations of the Deputy President of the Lands Tribunal, Judge Martin Rodger QC, in Ficcara v James. [2021] UKUT 0038 (LC), in which he explained the effect of the Tribunal's earlier decision in Vadamalayan v Stewart [2020] UKUT 0183 (LC). Vadamalayan is authority for the proposition that an RRO is not to be limited to the amount of the landlord's profit obtained by the unlawful activity during the period in question. It is not authority for the proposition that the maximum amount of rent is to be ordered under an RRO subject only to limited adjustment for the factors specified in s. 44(4).

68. At [40] the learned judge repeated that there was no presumption in favour of the maximum amount of rent paid during the period, and the factors that may be taken into account are not limited to those mentioned in s.44(4), although the factors in that subsection are the main factors that may be expected to be relevant in the majority of cases.

69. At [41] the learned judge said that the circumstances and seriousness of the offending conduct of the landlord are comprised in the "conduct of the landlord" [in s.44(4)(a)], so the Tribunal may, in an appropriate case, order a lower than maximum amount of rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness, by reason of mitigating circumstances or otherwise. As we shall see, mitigating circumstances are relevant in these proceedings

70. The learned judge continued:

50. I reject the argument of Mr Colbey that the right approach is for a tribunal simply to consider what amount is reasonable in any given case. A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the

landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.

51. It seems to me to be implicit in the structure of Chapter 4 of Part 2 of the 2016 Act, and in sections 44 and 46 in particular, that if a landlord has not previously been convicted of a relevant offence, and if their conduct, though serious, is less serious than many other offences of that type, or if the conduct of the tenant is reprehensible in some way, the amount of the RRO may appropriately be less than the maximum amount for an order. Whether that 1 is so and the amount of any reduction will depend on the particular facts of each case. On the other hand, the factors identified in para 3.2 of the guidance for local housing authorities are the reasons why the broader regime of RROs was introduced in the 2016 Act and will generally justify an order for repayment of at least a substantial part of the rent. This is what Judge Cooke meant when she said in Vadamalayan that the provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act, which included expressly a criterion of reasonableness. If Parliament had intended reasonableness to be the criterion under Chapter 4 of Part 2 of the 2016 Act it would have said so.

71. More recently, in Acheampong v Roman [2022] UKUT 239 (LC) it was said that the following approach will ensure consistency with the authorities:

(a) Ascertain the whole of the rent for the relevant period.

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

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

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

72. The judge added that step (c) above is part of what is required under section 44(4)(a). It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence?

Complaints against the Respondent

73. As explained above, we reject the complaints made against the Respondent.

How much is the starting point of the rent for each party?

74. It was held in Moreira v Morrison [2023] UKUT 233 (LC) at [23] that a rent repayment order must be an order for repayment of what an applicant has paid and not what they might have had to pay in circumstances that did not arise, for example where one of their fellow tenants had failed to pay their contribution.

75. Assuming, for the sake of convenience, that Nikolay left the House on 17 December 2020, then the rent was shared five-ways for the first three months, and shared four-ways for final nine months.

76. This means that for first three months each Applicant was paying £456 per month and for the final nine months each Applicant was paying £570 per month. This totals £6,490 for the year for each of the Applicants.

77. But Ksenia's award is to be reduced by £1,825 (rounded down) being the amount of universal credit she received, so her total is £4,673.

78. There is no reduction for the cost of utilities as the Applicants paid for them.

Applying the law to the facts

79. Turning to s.44(4):

> (i) The conduct of the Respondent is not open to criticism. The conduct of the Applicants is open to serious criticism. They lied about the damage they caused to the House and the Respondent's conduct. The amount of damage caused to the House by the Applicants was £11,106.35. However, the House would have needed a deep clean and refurbishment in any event, so we reduce the cost of the damage to £7,500.
>
> (ii) As we have said, the Respondent gave no evidence of its financial circumstances. Having seen the Companies House information, we are satisfied that it is a professional property manager and landlord.
>
> (iii) The Respondent has not at any time been convicted of a relevant offence.

80. Taking into account all of the above matters, in our judgment, the rent repayment order should require 33% of the rent to be repaid. So for Ksenia this amounts to £1,542.09, and for Victorija and Dragi this amounts to £2,144.34 each.

Conclusion

81. The Respondent must accordingly refund to the respective Applicants the sums set out in paragraph 80 above. In addition, it must refund the application and hearing fees.

Name: Simon Brilliant Date: 19 October 2023

ANNEX - RIGHTS OF APPEAL

i. 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.

ii. 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.

iii. 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.

iv. 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.