



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

**Case Reference** : **BIR/41UE/HMK/2023/0003**

**Property** : **49 Watlands View, Newcastle under Lyme,  
ST5 8AB**

**Applicant** : **Chang Yaoyuan**

**Respondent** : **Karim Noorani**

**Type of Application** : **Rent Repayment Order**

**Date of Hearing** : **9<sup>th</sup> January 2024 (Remote video platform)**

**Tribunal** : **Judge D Jackson  
RP Cammidge FRICS**

**Date of Decision** : **31 January 2024**

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**DECISION**

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## **Background**

1. On 30<sup>th</sup> June 2022 the Applicant Tenant, Chang Yaoyuan entered into an Assured Shorthold Tenancy Agreement with the Respondent Landlord, Karim Noorani, in respect of the Property, 49 Watlands View, Newcastle-under-Lyme, for a term of 12 months commencing on 30<sup>th</sup> June 2022 at a rent of £450 per month.
2. It is the Applicant's case that on 1<sup>st</sup> October 2022 the Respondent changed the locks to the Property and relet it to other tenants.
3. On 20<sup>th</sup> June 2023 the Applicant make application to the Tribunal for a Rent Repayment Order on the ground that the Respondent had committed an offence listed in the table at section 40(3) of the Housing and Planning Act 2016 namely section 1(2) of the Protection from Eviction Act 1977 (unlawful eviction). The Applicant seeks an RRO for the period 30<sup>th</sup> June 2022 to date of the offence in the sum of £1800.
4. On 23<sup>rd</sup> August 2023 the Tribunal issued Directions. The Respondent failed to comply and on 16<sup>th</sup> October 2023 a Barring Warning was issued. Following continued noncompliance, the Respondent was barred from taking further part in proceedings under Rule 9 of the Tribunal Procedure Rules (First-tier Tribunal) (Property Chamber) Rules 2013 on 6<sup>th</sup> December 2023. No application to lift the bar has been made by the Respondent.
5. This application was heard by way of remote video hearing on 9<sup>th</sup> January 2024. The Applicant participated and gave evidence. The Respondent did not participate.

## **Findings**

6. 49 Watlands View is a house containing two separate dwellings. The Applicant occupied a downstairs studio flat.
7. The Applicant found the Property advertised online by Eagle Property. The Applicant has been unable to locate any physical premises for Eagle Property. The Applicant viewed the Property with the Respondent, and the Tenancy Agreement was signed at the Property.
8. The Applicant has produced Bank statements to show payments of £800 together with three further payments of £450 each made on a monthly basis. In addition to the £800 bank transfer to Eagle Property the Applicant paid £100 in cash – representing one month's rent (of £450) and a deposit of £450. The Applicant was a private tenant, and no element of Universal Credit was received in respect of the rent.
9. The Applicant secured employment with Wing lee supermarket in Stoke-on-Trent. He stayed in a dormitory at the supermarket from Tuesday 27<sup>th</sup> September to Sunday 2<sup>nd</sup> October 2022. When he returned to the Property on the Sunday night he found that the locks had been changed. He sought help from his neighbour upstairs and the Chinese restaurant next door but was unable to gain access to the Property. He contacted the Landlord who told him that the Property had been relet. His belongings had been removed by the Respondent.

10. The Applicant has produced text messages from the Respondent “Karim”:

*“You left the door open and heating on, you have 2 days to give me an address to deliver your things or I will store them, I have witnesses to confirm you left door open and heating on, take legal action no problem”*

11. The Applicant had not had any previous problems with his landlord. He had returned on 2<sup>nd</sup> October 2022 to collect a heater as the dormitory at the Chinese supermarket was cold. He found alternative accommodation at a guest house. The respondent returned his belongings to that address.

12. We found the uncontroverted evidence of the Applicant given to us at the remote video hearing to be credible. The Tribunals central finding is that the Respondent changed the lock on the Applicant’s studio on 1<sup>st</sup> October 2022. We are satisfied beyond reasonable doubt that the Respondent has committed an offence of unlawful eviction contrary to section 1(2) of the Protection from Eviction Act 1977.

13. The rent paid by the Applicant in respect of the period of 12 months ending with the date of the offence (30<sup>th</sup> June 2022 – 1<sup>st</sup> October 2022) was 4 months x £450 =£1800

14. The rent of £450 per month included water, electricity, council tax and broadband. The Tribunal accepts the Applicants estimate of £170 per month (for cost of utilities). In making an RRO we deduct 4 months x £170 = £680 to reflect utilities provided under the tenancy. The amount of the RRO is therefore £1800 - £680 = £1120. In reaching our determination we have taken into account conduct of the landlord under section 44(3)(a) Housing and Planning Act 2016. No information has been provided as to the financial circumstances of the landlord or any previous relevant convictions.

## **Decision**

15. Pursuant to Chapter 4 of the Housing and Planning Act 2016 the Tribunal makes a Rent Repayment Order requiring Karim Noorani to repay Chang Yaoyuan the sum of £1120.

16. Payment must be made within 28 days of the date of this Decision.

17. Under section 47 of the 2016 Act the amount payable is recoverable as a debt and any application for enforcement must be made to the County Court

D Jackson  
Judge of the First-tier Tribunal

Either party may appeal this Decision to the Upper Tribunal (Lands Chamber) but must first apply to the First-tier Tribunal for permission. Any application for permission must be in writing, stating grounds relied upon, and be received by the First-tier Tribunal no later than 28 days after the Tribunal sends its written reasons for the Decision to the party seeking permission.