FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AS/HMF/2023/0242**
Property	**:**	**Loft Flat, 16 Redmead Road, Hayes, UB3 4AU**
Applicant	**:**	**Luke Sagay**
Representative	**:**	**Litigant in Person**
Respondent	**:**	**Paramjit Gill**
Representative	**:**	**Litigant in Person**
Type of Application	**:**	**Rent Repayment Order under provisions of the Housing and Planning Act 2016**
Date and Venue of Hearing	**:**	**26 February 2024, Alfred Place London**
Tribunal	**:**	**Judge B MacQueen** **Mr S Mason, FRICS**
Date of Hearing	**:**	**26 February 2024**
Date of Decision	**:**	**4 March 2024**

DECISION

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1. The Tribunal finds that the Respondent has committed the offence of failing to license a House in Multiple Occupation (HMO) under the provisions of section 72(1) of the Housing Act 2004, and that accordingly a rent repayment order in favour of the Applicant can be made. The Tribunal makes a rent repayment order of £5,915.00 for the period 5 August 2022 until 5 August 2023 and this must be paid by the Respondent to the Applicant within 28 days of the date of this decision.

2. The Tribunal also orders the reimbursement of the Tribunal fees in the total sum of £300 and this amount must be paid by the Respondent to the Applicant within 28 days of the date of this decision.

REASONS

The Application

3. On 7 September 2023, Luke Sagay (the Applicant) made an application under section 41 Housing and Planning Act 2016 for a rent repayment order in relation to the Loft Flat, 16 Redmead Road, Hayes, UB3 4AU for the period 5 August 2022 until 5 August 2023 (the Relevant Period). The Applicant occupied the property as a tenant, having commenced an assured shorthold tenancy agreement on 5 April 2021. The Applicant left the property on 5 August 2023.

4. The offence that the Applicant alleged that the landlord had committed was control or management of an unlicensed HMO under section 72(1) Housing Act 2004.

5. The application was made in time as the offence related to housing that, at the time of the offence, was let to the tenant, and the offence was committed in the period of 12 months ending with the day on which the application was made (section 41(2) Housing and Planning Act 2016).

6. The Respondent was the freehold owner of 16 Redmead Road, Hayes, UB3 4AU (the Property) under title number MX416171. There was no dispute that the Respondent was the owner of the Property and received the rent directly from tenants for this Property. There was therefore no dispute that the Respondent had control or management of the Property (as defined by section 263 Housing Act 2004).

7. For the period 5 August 2022 until 5 August 2023, the Applicant paid a monthly rent of £740.00 for ten months and £850.00 for the final two months following an increase in the rent. The total amount of rent paid by the Applicant to the Respondent for this period was therefore

£9,100.00. This figure was agreed by both the Applicant and the Respondent.

8. The Respondent had not been convicted of the offence of control or management of an unlicensed HMO under section 72(1) Housing Act 2004, and therefore this Tribunal had to be satisfied beyond reasonable doubt that this offence was made out before the Tribunal could consider whether or not to make a rent repayment order.

Case Management

9. On 11 October 2023, the Tribunal made Directions for both the Applicant and the Respondent to send the evidence they wished to rely on to each other and the Tribunal.

10. The Tribunal received a bundle of documents from the Applicant (consisting of 155 pages), as well as a reply bundle (consisting of 22 pages). From the Respondent, the Tribunal received a bundle of documents (consisting of 56 pages).

The Law

11. Section 41 (1) Housing and Planning Act 2016 states:

> "A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies"

12. Section 43 (1) Housing and Planning Act 2016 states:

> "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 had been convicted)"

13. Section 40 (3) Housing and Planning Act 2016 defines "an offence to which this Chapter applies" by reference to a table. The offence under section 72 (1) Housing Act 2004 (control or management of unlicensed house) is within that table.

Control or Management of Unlicensed HMO:

14. Section 72 (1) Housing Act 2004 provides:

> "A person commits an offence if he is a person having control of or managing an HMO which is required to be licenced under this Part but is not so licensed."

15. An HMO required to be licensed, is defined in Section 55(2) (a) Housing Act 2004 as:

> "any HMO in the [local housing] authority's district which falls within any prescribed description of HMO".

The Licensing of Houses in Multiple Occupation (Prescribed Description) Order 2018/221 states:

> "An HMO is of a prescribed description for the purpose of section 55 (2) (a) of the Act if it
>
> (a) is occupied by five or more persons;
> (b) occupied by persons living in two or more separate households; and
> (c) meets either (i) the standard test under section 254(2); (ii) the self-contained flat test under s.254(3) except for purpose-built flats situated in blocks comprising three or more self-contained flats; or (iii) the converted building test under section 254(4) of the Act, unless the HMO has a temporary exemption notice or is subject to an interim or final management order;

Finally, section 254 Housing Act 2004 defines the standard test, self-contained test and the converted building test:

Section 254 provides:

> (1)"For the purposes of this Act a building or part of a building is a "house in multiple occupation" if
> (a) it meets the conditions in subsection (2) ("the standard test")
> (b) it meets the condition in subsection (3) ("the self-contained flat test")
> (c) it meets the conditions in subsection (4) ("the converted building test").

The converted building test is the relevant test for this application and section 254 Housing Act 2004 states:

> (4) A building or a part of a building meets the converted building test if–
> (a) it is a converted building;
> (b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);
> (c) the living accommodation is occupied by persons who do not form a single household;
> (d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it;
> (e) their occupation of the living accommodation constitutes the only use of that accommodation; and

(f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.

Representations from Parties as to whether the Property was an HMO

16. The first question the Tribunal had to determine was whether the Property was an HMO for the Relevant Period, namely 5 August 2022 to 5 August 2023. The Tribunal identified the converted building test as the applicable test for this matter.

17. The Applicant told the Tribunal that the Property consisted of a mix of self-contained and non self-contained flats so that it fell within the definition of an HMO, whereas the Respondent stated that the Property consisted of four self-contained flats and was therefore outside of the definition of an HMO.

18. It was agreed between the parties that the Property was a converted building.

Section 254 (8) Housing Act 2004 defines "converted building" as:

"a building or part of a building consisting of living accommodation in which one or more units of such accommodation have been created since the building or part was constructed;"

19. Parties agreed that the roof space of the Property was converted into living accommodation, known as "The Loft Flat", and at pages 31 to 37 of the Applicant's bundle was a copy of the planning permission for this conversion, which was granted on 16 June 2005. It was not disputed that the Applicant occupied the Loft Flat for the Relevant Period. Having established that the Property was a converted building, the Tribunal considered the units of living accommodation within the Property.

The Loft Flat

20. Both parties agreed that the Loft Flat was accessed through the front door of the Property by two flights of stairs, and that the Loft Flat had its own locking entrance door. It was also agreed between the parties that the Loft Flat had a fridge, oven, toilet, wash hand basin, and shower. There was no dispute between the parties that this was a self-contained flat.

The First Floor Flats

21. It was agreed between the parties that the first floor consisted of two self-contained flats – one at the front of the Property and one at the rear of the Property. It was also not disputed that these flats were

occupied throughout the relevant period by two people living in each of the flats as two households.

The Ground Floor

22. The area of dispute between the parties was the use of the ground floor. The Applicant told the Tribunal that two separate households occupied the ground floor – the first being a couple with a child and the second being a father and a child. The Applicant further stated that there was a shared kitchen that was used by the two households which contained cooking facilities (including an oven and hob), a fridge and a washing machine. At page 120 of the Applicant's bundle, the Applicant included a photograph of this shared kitchen, which he confirmed was not locked and was accessible to both households on the ground floor, and indeed any resident at the Property.

23. The Applicant told the Tribunal that because of mould in the washing machine in his Loft Flat, he would go to this shared kitchen to use the washing machine there. He would also use the oven in this kitchen. Additionally, the only access to the garden was through this shared kitchen and so the Applicant used this if, for example, he wished to hang out washing (that being the only access to the garden). Additionally, the Applicant told the Tribunal that he was at no point told by the Respondent that he could not use this garden or kitchen. The Respondent told the Tribunal that the kitchen on the ground floor was not available for the Applicant's use.

24. In the Respondent's written evidence (in particular page 3 of the Respondent's bundle) he stated that the Property was not an HMO because it consisted of four self-contained flats. He stated that the Property had been divided in this way since 2014 with Flat A being on the ground floor, Flat C and Flat D on the first floor (front and back respectively), and Flat E was the Loft Flat. The Respondent confirmed that each flat had its own entrance door, kitchen, bathroom, living room and bedroom, with its own gas/electric meters and council tax bills. At page 7 of the Respondent's bundle he included the Hillingdon Council's property reference list which showed the four flats. However, at the Hearing on 26 February 2024, the Respondent accepted that the ground floor was occupied by two separate households namely a couple and a child as well as a father and a child, with the Respondent clarifying that the child only stayed for some weekends.

Annex

25. There was no dispute between the parties that there was an annex in the garden of the Property which was occupied throughout the Relevant Period. The annex had its own kitchen and toilet and was self-contained. There was some dispute between the parties as to whether the annex was occupied by one or two people, with the Respondent stating that it was one person and the Applicant stating that he was able to see into the Annex from his Loft Flat and there were always two

people there. However, what was agreed is that this annex was occupied as a self-contained unit of living accommodation.

26. With that said, the Tribunal reminded itself of the definition of a self-contained premises under section 254 Housing Act 2004 namely:

> "Self-Contained flat" means a separate set of premises (whether or not on the same floor) -
> (a) which forms part of a building;
> (b) either the whole or a material part of which lies above or below some other part of the building
> (c) in which all three basic amenities are available for the exclusive use of its occupants.

27. Given the annex was a separate building, it therefore did not lie above or below some other part of the building and therefore the Annex did not fall within this definition of a self-contained flat for the purposes of an HMO. Equally, the annex could not be considered as non self-contained within the HMO definition as it did not share basic amenities with the other households at the Property. The Tribunal therefore did not consider the annex further in its determination of whether the Property was an HMO and instead focusds on the Property excluding the annex.

The Tribunal's Finding as to Whether or not the Property was an HMO.

28. As stated earlier, there was no dispute that the Respondent was the person having control or managing the Property, and there was also no dispute that the Property did not have an HMO licence. This was not disputed by the Respondent and additionally, Hillingdon Council confirmed by email dated 24 August 2023 sent to the Applicant that a licence for the Property was not in place for the Relevant Period (page 85 of the Applicant's bundle).

29. Turning to whether the Property was an HMO which required a licence, the Tribunal found that it was. Looking at each aspect of the definition, there was no dispute between the parties that the Property was occupied by five or more persons for the whole of the Relevant Period. Additionally, there was no dispute between the parties that the Property was occupied by persons living in two or more separate households for the whole of the Relevant Period. There was no dispute that the Property contained three self-contained flats (the Loft Flat and two flats on the first floor). The Tribunal therefore needed to determine the use of the ground floor of the Property to determine whether the converted building test was met.

30. The Tribunal found that the Property met the converted building test. This was because the Tribunal accepted the evidence of the Applicant.

The Applicant gave credible evidence in which he described the two households that lived in the ground floor of the Property and the fact that both households shared the kitchen on the ground floor. The Applicant described the shared kitchen and provided a photograph (page 120 of his bundle) of it. The Applicant's evidence was credible as he explained to the Tribunal that he regularly used this kitchen when he used the oven, washing machine or went into the back garden. The Applicant was therefore able to give detail as to the people who occupied the Property and the use of this shared kitchen. Whilst the Respondent told the Tribunal that he thought that the ground floor constituted one unit of accommodation, he did accept that two households lived within it. The additional detail that the Respondent provided the Tribunal with at the hearing as to the frequency of the child's stay demonstrated that he was aware of the occupation. The evidence of the Applicant that the ground floor was occupied by two separate households that shared a kitchen was therefore accepted by the Tribunal.

31. The Tribunal therefore found that the ground floor was not a self-contained flat, and this therefore brought the Property within the converted building test (section 254 (4) (b) of the Housing Act 2004) as the Property contained one or more units of living accommodation that did not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats).

32. Each aspect of the converted building test was therefore met under section 254 (4) as follows:

(a) it was agreed that the Property was a converted building;
(b) the Tribunal found that the Property contained one or more units of living accommodation that did not consist of a self-contained flat or flats (paragraph 30 and 31 above);
(c) it was not disputed that the living accommodation was occupied by persons who did not form a single household;
(d) it was not disputed that the living accommodation was occupied by those persons as their only or main residence;
(e) it was not disputed that their occupation of the living accommodation constituted the only use of that accommodation;
(f) it was not disputed that rents were payable to the Respondent in respect of at least one of those persons' occupation of the living accommodation.

Findings in Relation to Control or management of an unlicensed HMO.

33. The Tribunal was therefore satisfied beyond reasonable doubt that the Property was an HMO that required a mandatory licence but that for the Relevant Period the Property was not licensed. The Respondent was the person in control or management and therefore the offence under section 72 Housing Act 2004 was made out.

34. That being the case, the Tribunal then had to consider whether or not the Respondent had a reasonable excuse.

Reasonable Excuse

35. The Respondent argued firstly that he had been told by the Council that he did not require an HMO licence, and secondly that he had thought that this application related only to the Loft Flat.

36. As to the first argument, the Respondent told the Tribunal that prior to 2016, the Property was a licensed HMO. However, in 2016 the Property was converted into four self-contained flats. The Respondent told the Tribunal that he had conversations with Hillingdon Council's Council Tax Department and the property was valued for council tax purposes as four self-contained flats. The Respondent also told the Tribunal that he had spoken to the Housing Department in 2016 and they had confirmed that the Property did not need to be licensed as an HMO. Additionally, the Respondent confirmed that he had looked at the Council's website, and in particular looked at the shared facilities test, and concluded that because the units were separate, an HMO licence was not required.

37. In relation to the second point, the Respondent stated that he thought that the application only related to the Loft Flat and so he had focused on that Flat. His position remained that this was a self-contained flat and not an HMO.

Tribunal's Findings in Relation to Reasonable Excuse

38. The Respondent had to establish a reasonable excuse defence for having control of or managing an HMO which was required to be licensed to the lower standard of proof, namely on a balance of probabilities. The Tribunal did not find that the Respondent had a reasonable excuse. The conversations the Respondent had with the Council were on the basis that the Property consisted of four self-contained flats. The position for the Relevant Period (5 August 2022 to 5 August 2023) was different. The ground floor flat was no longer occupied as one unit, but instead shared by two households. This information was not provided to the Council and therefore it was not reasonable for the Respondent to rely on conversations with the Council which were on a different premiss. The Tribunal therefore did not accept that it was reasonable for the Respondent to rely on what he was told by the Council, as the use of the Property had since changed.

39. Turning to the Respondent's second point, whilst the Tribunal acknowledges that the legislation relating to HMOs is not straightforward, the Respondent should have obtained professional advice so that he was aware. The Tribunal noted the case of Thurrock Council v Khalid Daoudi (2020) UKUT 209 where the Upper Tribunal

said that "no matter how genuine a person's ignorance of the need to obtain a licence, unless their failure was reasonable in all the circumstances, their ignorance cannot provide a complete defence". The Tribunal therefore did not accept that it was reasonable for the Respondent to assume that the application related only to the loft flat.

Should the Tribunal Make a Rent Repayment Order (RRO)?

40. Section 43 Housing and Planning Act 2016 provides that the Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed. The decision to make a RRO award is therefore discretionary. However, because the offence was established the Tribunal found no reason why it should not make an RRO in the circumstances of this application.

Ascertaining the Whole of the Rent for the Relevant Period

41. The Applicant was seeking to recover rent paid of £9,100.00 for the period between 5 August 2022 to 5 August 2023. The Respondent accepted that this amount had been paid to him by the Applicant and at page 6 of his bundle stated "I concur with the applicant on the amount of rent paid for the RRO period".

Deductions for Utility Payments that Benefit the Tenant

42. It was accepted by both parties that the only payment that the Respondent made for utilities for the benefit of the tenants was in relation to water. The Respondent told the Tribunal that the annual water bill was approximately £400 and that this amount could be divided equally between the four flats. However, when questioned, the Respondent conceded that the bill would also include the annex. Additionally, it was noted that each unit had a different number of people living in it and so the water consumption would vary considerably. The Respondent was unable to provide any further clarity on the amount of water usage from the Loft Flat.

43. When determining the amount of a RRO, the Tribunal has a discretion whether or not to make a deduction for utility payments. Acheampong v Roman [2022] UKUT 239 confirmed that it will usually be appropriate to deduct a sum representing utilities. Whilst an experienced tribunal will be able to make an informed estimate, we were not able to do so in this case as we did not have sufficient clarity as to the amount paid by the Respondent in relation to water bills and the usage of each unit. In the circumstances of this case, we were therefore unable to make any deduction.

Determining the Seriousness of the Offence to Ascertain the Starting Point

44. The Tribunal had to consider the seriousness of the offence compared to other types of offences for which a RRO could be made, and also as compared to other examples of the same offence.

45. In determining the seriousness of the offence, the Tribunal adopted Judge Cooke's analysis in Acheampong v Roman [2022] that the seriousness of the offence could be seen by comparing the maximum sentences upon conviction for each offence. Using this hierarchical analysis, the relevant offence of having control or managing an unlicensed house would generally be less serious. However, the Tribunal had to consider the circumstances of this particular case as compared to other examples of the same offence.

Conduct of Landlord and Tenant

46. The Applicant identified five areas he wished the Tribunal to consider namely:

1. Withholding the deposit
2. The boiler not cooling
3. Lack of Gas Safety Certificate
4. Fire safety provision
5. Poor condition of staircases

Unjustifiable and or unreasonable refusal to return Applicant's Deposit

47. The Applicant told the Tribunal that the Respondent had attempted to unjustifiably deduct the Applicant's deposit at the end of the tenancy because of damage to a sofa and because the Applicant did not give the full notice to the Landlord that he no longer wished to rent the Loft Flat. The Applicant told the Tribunal that he admitted the damage to the sofa and was prepared to pay but was not prepared to pay for a replacement sofa because the sofa was old. Additionally, the Applicant told the Tribunal that he had not given full notice because of family circumstances, but that the Respondent had not suffered loss because he had been able to rent the Loft Flat out the day after the Applicant moved out. The Applicant told the Tribunal that he gave notice on 10 July 2023 rather than 5 July 2023. The Respondent's position was that notice was given by the Applicant on 13 July 2023 and so this was eight days late, however the Respondent confirmed that he had been able to find a tenant to move into the Loft Flat the day after the Applicant left.

48. Both the Applicant and Respondent agreed that because they were not able to resolve the amount of deposit retained by the Respondent, the matter was referred to an Adjudicator. It was not disputed that the adjudicator awarded £130.00 of the deposit to be retained by the Respondent because of damage caused by the Applicant to the sofa.

(The Respondent had claimed £449 for a replacement sofa.) Additionally, the Respondent claimed £740 for rent arrears because the Applicant did not give one month's notice at the end of the tenancy. The Adjudicator did not make any award for financial loss in respect of the notice period.

49. For the purposes of determining the conduct of the Applicant and the Respondent, there was little that the Tribunal could draw from the issue of withholding of the deposit. The Respondent withheld the deposit as he thought he was entitled to because of the Applicant's conduct. Equally, the Applicant accepted damage to the sofa and was prepared to pay a reasonable amount for the damage. He also accepted that he did not give full notice but that no financial loss was suffered by the Respondent. An Adjudicator had made a determination as to the amount of deposit that should be retained by the Respondent and the matter was resolved.

Boiler Not Cooling

50. The Applicant told the Tribunal that the performance of the boiler serving the Loft Flat was erratic and it was not until the final week of the Applicant's tenancy that the Respondent told him that he needed to keep the radiator in the Loft Flat on all of the time to prevent the boiler overheating. The Applicant was concerned that because he was not aware of this, his safety was put at risk, particularly with carbon monoxide poisoning.

51. The Respondent told the Tribunal that by having the radiator on, the system worked well and there didn't seem to be an issue with how the boiler was functioning.

The Tribunal, using its expertise, did not understand why keeping the radiator on would be necessary for the proper functioning of the boiler and did not see how this would cause a risk from carbon monoxide leakage from the boiler.

Lack of Gas Safety Certificate

52. The Applicant was not aware of a gas safety certificate that covered the 2023 period. The Respondent told the Tribunal that electrical testing had taken place and the last inspection was in late 2022. In the Applicant's reply bundle he referenced that the company the Respondent used for heating services received very poor reviews (pages 19-22 of the Applicant's reply bundle). The Respondent told the Tribunal that he was not aware that there had been poor reviews of the company.

53. The Tribunal found that there was no evidence that the Applicant had been provided with a copy of the "How to Rent" booklet, gas safety certificates or energy performance certificate. This lack of attention to

these important safety requirements by the Respondent was concerning.

Fire safety – Smoke Alarm and Fire Doors

54. The Applicant was not aware of any carbon monoxide alarm or fire alarms. Additionally, he told the Tribunal that there were no fire doors as there was no self-closing mechanism on the door to the Loft Flat or any compliance labels or tags. In cross examination the Applicant accepted that there was a seal round the door and three hinges and that he would not be able to say for certain whether or not this was a fire door.

55. The Respondent told the Tribunal that the door to the Loft Flat was an approved fire door as it had a spring chain mechanism meaning that it was self-closing. The Respondent also told the Tribunal that all the boilers at the Property had carbon monoxide alarms and smoke alarms.

56. The Tribunal accepted the evidence of the Respondent that there were fire doors, carbon monoxide alarms and fire alarms at the Property. However, because the Property was not licensed as an HMO the safety checks that would have taken place as part of the licensing process could not be evidenced and this was detrimental to the Applicant and the other tenants within the Property.

Broken Staircase

57. The Applicant told the Tribunal that he believed that there was a broken stair on the staircase that he used to access the Loft Flat. He said that the stairs creaked loudly when he walked on them and that he thought that one step that was part of the staircase leading to the first floor was completely broken as the stair moved when stepped on. The Applicant was also concerned that the stairs leading to the Loft Flat were very steep and he was not sure if they complied with safety legislation.

58. The Respondent told the Tribunal that the stairs were not broken and met building safety standards in accordance with permission given when the Loft Flat was converted.

59. The Tribunal accepted that the stairs may well have creaked but were not presented with sufficient evidence to show that there was any disrepair.

Financial Circumstances of Respondent Landlord

60. The Directions made by the Tribunal on 11 October 2023 required the Respondent to adduce evidence of outgoings and other financial circumstances that may be relevant to an assessment of an RRO. However, no such information was provided by the Respondent. In response to the Tribunal's questions at the oral hearing, the

Respondent confirmed that he was self employed and did consider himself to be a professional landlord. He owned two other properties which had a similar set-up to this Property in that they had an annex in the garden and the house was converted into flats with loft conversions.

61. The Tribunal was therefore not presented with any evidence that the Respondent would not be able to meet any financial award the Tribunal made.

Whether Respondent Landlord has been convicted of offence

62. The Respondent confirmed that he did not have any convictions identified in the table at section 45 Housing and Planning Act 2016, and there was no evidence before the Tribunal that this was not the case.

Respondent as a Professional Landlord

63. The Respondent described himself as a professional landlord and therefore should have systems in place to ensure that his obligations as a landlord were met. Additionally, the Tribunal noted that the Respondent had previously held an HMO licence for the Property and so would be aware of the requirements of this. Whilst it was accepted that when the property was let as four self-contained flats an HMO licence was not required, at the point the Respondent let the ground floor to two households, as a professional landlord, he should have made further inquiries to ensure that he was compliant with HMO legislation. This failure meant that the Property was let to five households (with a further household living in the annex of the Property) without the relevant safeguards provided by the HMO licensing regime being in place.

Quantum Decision

64. Taking all of the factors outlined above in account, the Tribunal finds that this licensing offence is not the most serious under the 2016 Act. The Tribunal concludes that the starting point for an offence of this nature would be 60%. Taking the factors of this particular case into account, the Tribunal increases this amount to 65% in line with the findings made above.

65. The Tribunal therefore reduces the rent repayment figure by 35% and orders that the Respondent pay 65% of the amount claimed, with no deduction made for utilities.

Total Claim - £9,100.00
Less utilities - £ 0

65% of which gives a **total amount of £5,915.00**

66. The Tribunal orders that the payment be made in full within 28 days.

Application Fees

67. The Tribunal invited the parties to make representations as to whether or not the Respondent should refund the Applicant for the application fee paid to the Tribunal. The Applicant asked the Tribunal to make such an order, whereas the Respondent requested that this order was not made.

68. Given that the Tribunal has made a RRO, the Tribunal exercises its discretion to order that the Respondent must pay the applicant £300 in respect of Tribunal fees. This amount shall be paid within 28 days.

Judge Bernadette MacQueen **Date: 25 February 2024**

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.