FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AU/HMB/2019/0006**
Property	**:**	**68 Hatchard Road, London, N19 4NQ**
The Applicants	**:**	**Ms H Hurst and Mr R Trowbridge**
Respondent	**:**	**Dr P Lister**
Type of application	**:**	**Application for a Rent Repayment Order by tenants** Sections 40, 41, 42, 43 and 45 Housing and Planning Act 2016.
Tribunal members	**:**	**Judge Pittaway** **Mrs L Crane MCIEH**
Date of Hearing	**:**	**6 March 2024**
Date of decision	**:**	**21 March 2024**

DECISION

Decisions of the tribunal

1. **The Tribunal finds that the Respondent did not commit an offence under section 30(1) of the Housing Act 2004.**

2. **The Tribunal finds that the Respondent did not commit an offence under section 1(2),(3) or (3A) of the Protection from Eviction Act 1977.**

3. **The reasons for the Tribunal decisions are given below.**

The Hearing

4. Ms Hurst and Mr Trowbridge represented themselves at the Hearing. Dr Lister also appeared in person.

5. The Tribunal had before it an applicants' bundle, of 359 pages and CCTV/audio footage provided by the applicants of 22 minutes 44 seconds, a transcript of which, prepared by the applicants, was included in the applicants' bundle. It had a respondent's bundle of 279 pages, and an undated witness statement from the respondent's daughter, Ms Phoebe Lister of 11 pages. This had been received by the Tribunal on 29 February 2024.

6. The Tribunal heard evidence from Mr N Whittingham, an EHO officer from London Borough of Islington, and Ms Hurst and Mr Trowbridge for the applicants. It heard evidence from Mr Mathers and from Dr Lister for the respondent.

7. The respondent's bundle also contained a witness statement from Mr R Cronin, a registered gas safety engineer. Tribunal has read and taken into account Mr Cronin's witness statement but has given it limited weight because, due to his absence, his evidence could not be tested through cross- examination.

8. The Tribunal heard submissions from the applicants and the respondent.

The background

9. The tribunal received an application from the applicants dated 12 December 2019 under section 41 of the Housing and Planning Act 2016 ("**the 2016 Act**") for a rent repayment order in the sum of £12,089.97 in relation to 68 Hatchard Road London N19 4NQ ('the **Property**'). The amount sought was for the period from December 2018 to September 2019, the rent per month being £1,343.33 per month.

10. The application alleged that the respondent had committed the offence of failing to comply with an Improvement Notice contrary to s30(1) of the 2004 Act,

and the offence of harassment contrary to section 1(2),(3) or (3A) of the Protection from Eviction Act 1977 (the '**1977 Act**')

11. Numerous directions were issued in connection with the application. As appropriate, and where relevant to the tribunal's decision these are referred to in the reasons for the tribunal's decision.

The Property

12. The Property is described in the application as a ground floor 1 bedroom flat with a garden in a converted townhouse with one other flat above.

13. No party requested an inspection and the tribunal did not consider that one was necessary.

14. The relevant local housing authority is the London Borough of Islington.

15. The respondent is the landlord named in the assured shorthold tenancy agreement of 6 June 2019 which the applicants provided to the Tribunal. The agreement was for a term from 6 June 2018 to 5 June 2020 at a monthly rent of £1,343.33 per calendar month payable in advance on the 6th day of each calendar month.

16. The agreement contains the following clause,

> *'2.34 To permit the Landlord or its Agent with or without contractors and workmen and others (nominated by the Landlord) at all reasonable times and as often as may be necessary upon the Landlord giving to the Tenant reasonable notice (except in case of emergency) to enter and examine the state of the Property and to carry out any works which may be necessary to maintain the structure and fabric of the Property (or the building of which the Property forms part).....'*

17. The agreement contains the following break clause,

> *' 10.2 The Landlord agrees that the Tenant has the right to terminate the Tenancy on 5th June 2019 or a later date by giving a minimum of 2 calendar months' prior notice in writing to the Landlord or the Agent.....'*

Issues

18. The substantive issues before the Tribunal to determine were

- Had the respondent committed an offence under section 30(1) of the Housing Act 2004 (the **'2004 Act'**) (failing to comply with an Improvement Notice);

- If so, the period during which an offence had been committed, and did the respondent have a defence to the commission of the offence under section 30(4) of the 2004 Act?
- Had the respondent committed an offence under section 1(2),(3) or (3A) of the Protection from Eviction Act 1977 (the '**1977 Act**') (eviction or harassment of the occupiers)
- If the respondent had committed an offence under the 1977 Act did she have reasonable grounds for doing the acts or withdrawing or withholding the services in question
- If an offence has been committed the maximum amount of RRO that can be ordered under section 44(3) of the 2016 Act.
- Any relevant conduct of the landlord, the landlord's financial circumstances, whether the landlord has any previous conviction of a relevant offence, and the conduct of the tenants to which the Tribunal should have regard in exercising its discretion as to the amount of the RRO.

The tribunal's decisions and reasons

19. The tribunal has had regard to the witness statements in the bundle, the evidence heard and submissions made at the hearing in reaching its decision.

20. This determination does not refer to every matter raised by the parties, or every document the Tribunal reviewed or took into account in reaching its decision. However, this doesn't imply that any points raised or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, it was considered by the Tribunal. The Tribunal has not however had regard to any document referred to in a bundle if it refers to an offer stated to be on a 'without prejudice basis'.

21. As appropriate, and where relevant to the tribunal's decision these are referred to in the reasons for the tribunal's decision.

Preliminary issues

22. The respondent had raised an issue as to the admissibility of the video and audio evidence and by directions dated 19 April 2022 was invited to make submissions as to its admissibility. The respondent made no such submissions. The Tribunal has treated the audio and video evidence as admissible, and has had regard to it to the extent that it considers it relevant to the specific issues before it.

23. On 8th February 2024 the Tribunal issued an order following a complaint by the applicants that the respondent had failed to provide a bundle of documents to the applicants and the Tribunal by 26 January 2024, as required by directions of 15 November 2023. The order stated that the respondent would be debarred

from taking further part in the claim in the event that she had not produced the relevant bundle by midday on 16 February 2024.

24. However on 20th February 2024 the Tribunal further directed that Dr Lister should comply with the Directions dated 15 November 2023 by 29 February 2024 with the applicants having the right to reply by 4 March 2024, if necessary.

25. On 23 February 2024 the respondent advised the Tribunal and the applicants that she intended to use the bundle which her then solicitors, Traymans LLP, had submitted in anticipation of the hearing that had been listed to take place in 2020.

26. An undated witness statement of Phoebe Lister was received by the Tribunal on 29 February 2024. On 4 March the applicants complained about the contents of Ms Lister's witness statement, and that they had insufficient time to address the allegations made in it. Ms Lister did not attend the Hearing and Dr Lister did not refer to this witness statement in her submissions. The Tribunal did not consider that this statement added anything relevant to the proceedings that was dealt with elsewhere and has therefore not taken this witness statement into account in reaching its decision.

27. The relevant legal provisions are set out in the Appendix to this decision.

Offence under section 30(1) Housing Act 2004

28. The Tribunal finds that no offence has been committed under s30(1) of the 2004 Act.

29. The Tribunal heard evidence from Mr Whittingham, an Environmental Health Officer in Residential Environmental Health since June 2005. Following a complaint from the occupiers of the property he had visited the property on 21st December 2018. The boiler was not working, there was water leaking from a pipe from the boiler and it was missing controls that indicated when the boiler would come on and go off. He served a notice under section 80 Environmental Protection Act 1990 requiring the boiler to be repaired or replaced by 3rd January 2019. On a visit to the Property on 4th January 2019 he found that the boiler remained in a state of disrepair. Following notice from the respondent that the boiler had been repaired he revisited on 7th January 2019, at which time the boiler was working. On 13th January 2019 Mr Whittingham was advised by the tenant that a warning notice had been served that the boiler was immediately dangerous. He advised the landlady and she told him that her contractor was attending the property to investigate and remedy. On 13th February Mr Whittingham received a copy of a gas certificate dated 27th January 2019 from the landlady certifying that the boiler was safe with details of the work carried out by her contractors. On 8 March Mr Whittingham received notification that a Cadent Limited operative had inspected the boiler and considered it immediately dangerous. He visited the

Property on 15th March. The boiler was switched off and the gas supply switched off at the mains supply unit. On that date he served a notice under section 80 of the Environmental Protection Act on the landlady. The notice required the boiler to be left in proper working order for a reasonable time by 28 March 2019. On 29th March he revisited the Property with the landlady and her daughter and found the boiler to be working. However during his visit the hot tap was switched off, the boiler stopped working and began to make a loud and hissing noise. Mr Whittingham considered that while attempts had been made to fix the boiler the notice had not been complied with. On 29th March 2019 Mr Whittingham wrote to the landlady informing her that the council would be carrying out works in default and arranging for a gas safe contractor to provide a quote to repair or replace the boiler. That contractor visited the Property on 5th April. Following that contractor's report and in consultation with his manager Edward Salter and senior manager Janice Gibbons it was agreed that the boiler should be replaced. On 29th April 2019 Mr Whittingham revisited the Property to confirm that the boiler had been replaced with a new one.

30. Dr Lister asked Mr Whittingham why the council had not served her with a notice under s239 of the 2004 Act before visiting the Property. Mr Whittingham explained that entry under the Environmental Protection Act does not require the service of such notice. On being questioned by Dr Lister as to why the boiler had been replaced without giving her the opportunity of replacing the override pump Mr Whittingham replied that the council had taken the action it had because she had not complied with the section 80 Notice. Within the required timeframe. He also referred the Tribunal to an e mail that the council had received from the council-appointed contractor in which he had stated that the pump overrun was no longer available as it was an obsolete part.

31. Mr Whittingham confirmed to the Tribunal that no Improvement Notice had been served on the respondent under the 2004 Act.

32. During the hearing Mr Trowbridge confirmed to the Tribunal that the applicants were no longer alleging that an offence had been committed under section 30(1) of the 2004 Act.

Offence under section 1(2),(3) or (3A) of the Protection from Eviction Act 1977

33. The period in respect of which the applicants seek a RRO is December 2018 to September 2019. The Tribunal has to consider whether during this period an offence was committed under section 1(2), 1(3) or 1(3A) of the Protection from Eviction Act 1977 (the '**1977 Act**').

34. There has been no suggestion to the Tribunal that an offence was committed under section 1(2) of the 1977 Act.

35. The actions alleged by the applicants to amount to harassment were those of Dr Lister and her daughter Phoebe Lister who acted as her mother's agent in relation to the Property. Accordingly the relevant subsection of section 1 of the 1977 Act is section 1(3A).

36. Section 1(3A) of the 1977 Act provides

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

37. At the hearing the Tribunal reminded the parties that, as stated in the original Directions the Tribunal needs to be satisfied beyond reasonable doubt that an offence has been committed. The burden of proving this falls on the applicants. It is for the applicants to prove beyond reasonable doubt that the respondent committed an offence under s1(3A) of the 1977 Act.

38. For an offence to have been committed under section 1(3A) the Tribunal must be satisfied to the requisite standard of proof that the acts alleged were likely to interfere with the occupier's peace and comfort AND that the respondent, or her daughter, committed the harassing behaviour knowing or having reasonable cause to believe that the conduct was likely to cause the residential occupier to give up occupation of the whole or part of the Property. This belief has to be considered objectively by the Tribunal.

39. Ms Hurst's witness statement sets out a series of events that had led to the inventory for the Property only being completed in September 2018, the applicants having moved in in June. Ms Hurst's statement also set out that the applicants had been told by the respondent's letting agent, Chestertons, that the large solid desk in the communal hallway would be removed before they moved in and that they acknowledged that it constituted a fire hazard and restricted access to the Property. Ms Hurst stated that the desk was only removed after she had been in contact with the council's Environmental Health Office, after which the applicants received written notices to vacate the Property.

40. The evidence as to the length of time it had taken the respondent to produce the inventory and the failure of the respondent to remove a desk from the common hallway of the building, which Ms Hurst submitted severely impeded

her access to the Property while she was pregnant, and made access with a pushchair difficult, are issues which occurred outside the period of time during which the applicants allege harassment. They are therefore not matters to which the Tribunal can have regard in determining whether the alleged offence has been committed. If an offence had been committed they would have been matters of the landlord's conduct to be taken into account in determining the amount of any RRO.

41. Ms Hurst's witness statement sets out a chronology of faults to the boiler leaving the applicants, with a very young baby, without water or hot water for a total of eleven days in the period up to 8 December which resulted in the applicants moving to stay with Ms Hurst's parents for the first time. Ms Hurst's statement sets out that they had to vacate the flat for three consecutive weekends. Ms Hurst submits that rather than the respondent and her agent attending the Property, and carrying out work to the boiler, it would have been more appropriate for them to have called out an engineer immediately. This caused unnecessary delay in resolving the issues with the boiler.

42. Ms Hurst's witness statement sets out the occasions on which Ms Lister, the respondent's property manager, with or without the respondent arrived unannounced at the Property to inspect or carry out work to the boiler. The applicants were not always present at the Property when these visits were made, some of which took place late at night. Ms Hurst confirmed to the Tribunal that these unannounced visits took place between December 2018 and April 2019. The visits were recorded on CCTV or by audio. Ms Hurst gave evidence that the applicants had installed CCTV cameras at the Property, around Christmas, because they kept having to leave it because of the issues with the boiler and they were concerned about the security of their belongings in the Property when they were not there. Ms Hurst's statement refers to the manner in which the respondent and Ms Lister acted in the Property when the applicants were not there. Ms Hurst gave evidence that Ms Lister had unlocked windows when making unannounced visits to the Property leaving them unlocked when she left, which also gave the applicants security concerns.

43. In cross-examination Ms Hurst denied that their reports to the council concerning the boiler were motivated by a wish to obtain a council flat.

44. Mr Trowbridge's witness statement set out the problems that the applicants had had with the boiler between November and April 2019, with it finally being replaced by Islington Council Environmental Health's contracted gas engineers on 16 April 2019. He stated that in that period the respondent and/or her property manager had entered the Property 34 times, on 30 of which the applicants had not been given prior notice. His witness statement sets out a detailed timetable of these visits. His statement refers to the visit of Mr John Mathers on 18 December, when Mr Mathers left without carrying out work to the boiler because he was unable to provide a Gas Safety ID. Mr Trowbridge sets out the visits of Mr Whittingham to the Property, and the visits that he arranged for Gas Safe engineers to attend at the Property, and

how long it took the respondent to reply to e mails about the faulty boiler over the Christmas period, during which period the respondent and Ms Lister made repeated visits to the Property. Mr Trowbridge alleges that on a subsequent visit to the Property Mr Mathers received an electric shock, and that as a result he feared for the safety of Ms Hurst and their baby at the Property. Mr Trowbridge gave evidence of a Danger Notice Report issued by Gas Safe engineer Harry Tyler on 10 January. A visit from a second engineer from Paul Maran and Son resulted in the gas supply being capped deeming it unsafe due to a lack of a sealed combustion chamber and missing screws. His statement refers to a visit by Mr Ray Cronin on 27 January 2019 which resulted in the issue of a Gas Safety Certificate. Mr Trowbridge again had issues with the boiler on 13 February, resulting in his arranging for a Cadent emergency engineer attending the property and capping the gas supply so that the property no longer had heating, hot water or use of the gas hob. His statement also sets out the various visits which culminated in the council replacing the boiler in April, as set out in Mr Whittingham's evidence referred to above.

45. On being cross-examined by Dr Lister Mr Trowbridge denied that he had ever tampered with the boiler. Mr Trowbridge stated that he had contacted Cadent because of the delay by the respondent in replying to his e mails.

46. Mr Trowbridge gave oral evidence that the applicants had occupied the Property as much as they had felt able to; it was in a good location for his work.

47. Mr Trowbridge submits that the manner in which the respondent and Ms Lister visited the Property and treated it in the applicants' absence showed a disregard for the applicants' right to privacy and quiet enjoyment of the Property.

48. The Tribunal heard evidence that the respondent had served invalid notices on the applicants purporting to terminate their tenancy including a s21 Notice.

49. The Tribunal heard evidence from Mr Mathers, who stated that he had had a working relationship with Dr Lister for at least ten years. He is a gas safety engineer who deregistered in 2017. He gave evidence that between 3 December 2018 and 4 February 2019 he attended at the Property six times to carry out work to the boiler which did not require a gas safe certificated engineer. Mr Mathers also attended the property on 5 April 2019 when the council engineers visited the Property. The part then required for the boiler was a pump overrun thermostat and while it was a part that was no longer available he believed he had one in stock and that he could install on 16 April. Mr Mathers gave evidence that in his view it was better to continue to repair an old boiler rather than replacing it, as he queried the quality of modern boilers. He stated that it was not for him to decide whether the boiler should be replaced.

50. The respondent's bundle contained a witness statement from Mr Cronin, the respondent's gas safe engineer. Between 22 December 2018 and 6 January

2019 he attended at the Property five times to repair various defects. On 27 January 2019 he again visited the Property, checked the boiler and issued the Gas Safety Certificate. Mr Cronin next visited the property on 29 March 2019 after having been told by the respondent that that the council had served a notice on her. He attended at the Property again on 2 April 2019 and serviced the boiler without issue. He was also at the meeting on 5 April 2019 when the council engineers identified that the pump overrun thermostat should be replaced.

51. The Tribunal finds that for the period between December 2018 and April 2019 the applicants suffered serial breakdowns to the boiler and that they were frustrated by the respondent's approach to dealing with their complaints. It also finds that it would have been more efficient for the landlord to have considered replacing the boiler, rather than the council doing so after Dr Lister failed to comply with the Abatement Notice of 15 March 2019.

52. The Tribunal also finds that the respondent and her daughter did not comply with the terms of the AST in the manner in which they entered the Property, entering at antisocial hours and without giving the applicants prior notice as required.

53. The Tribunal finds that the service by the respondent of a section 21 Notice is an indication that the landlord wanted the tenants to leave but it is not of itself an act of harassment. It is a course of action that is open to a landlord.

54. The Tribunal find, that the other acts complained of by the applicants are capable of amounting to harassment but the Tribunal is not satisfied to the requisite standard of proof that these acts were intended to cause the residential occupiers to give up occupation of the property.

55. Intention means that the respondent (or her agent) had the purpose of causing the occupier to give up occupation. The Tribunal is not entitled to draw the conclusion that the respondent had the necessary intent just because the harassing conduct caused the applicants, and Ms Hurst in particular) to give up occupation. What is relevant is whether the respondent or her agent intended their actions to cause the applicants to leave.

56. The Tribunal finds that the respondent and her agent were not persistently withholding the use of the boiler so as to cause the applicants to give up occupation of the Property. The number of visits made to the Property by the respondent and Ms Lister and their engineers indicate that they were attempting to repair the boiler.

57. As for the unannounced visits of the respondent and Ms Lister to the Property and their behaviour when there the Tribunal finds that these visits interfered with the peace of mind of the applicants, in particular Ms Hurst, but the Tribunal is not satisfied beyond reasonable doubt that the respondent and her

daughter acted in the way that they did to make the applicants give up occupation of the Property.

58. The Tribunal therefore finds that the respondent did not commit an offence under section 1(2),(3) or (3A) of the Protection from Eviction Act 1977.

The other issues

59. As the Tribunal has not found that any offence has been committed under s40 of the 2004 Act it is not required to consider the other issues identified by it.

Name: Judge Pittaway **Date:** 21 March 2024

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of Relevant Legislation

Protection from Eviction Act 1977

1 Unlawful eviction and harassment of occupier.

(1) In this section "residential occupier", in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—
(a) to give up the occupation of the premises or any part thereof; or
(b) to refrain from exercising any right or pursuing any remedy in respect of the

premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

Housing Act 2004

30 Offence of failing to comply with improvement notice

(1)Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

(2)For the purposes of this Chapter compliance with an improvement notice means, in relation to each hazard, beginning and completing any remedial action specified in the notice—
(a)(if no appeal is brought against the notice) not later than the date specified under section 13(2)(e) and within the period specified under section 13(2)(f);
(b)(if an appeal is brought against the notice and is not withdrawn) not later than such date and within such period as may be fixed by the tribunal determining the appeal; and
(c)(if an appeal brought against the notice is withdrawn) not later than the 21st day after the date on which the notice becomes operative and within the period (beginning on that 21st day) specified in the notice under section 13(2)(f).
(3)A person who commits an offence under subsection (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
(4)In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for failing to comply with the notice.
(5)The obligation to take any remedial action specified in the notice in relation to a hazard continues despite the fact that the period for completion of the action has expired.
(6)In this section any reference to any remedial action specified in a notice includes a reference to any part of any remedial action which is required to be completed within a particular period specified in the notice.

Housing and Planning Act 2016

40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and 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, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to "an offence to which this Chapter applies" is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let to that landlord.

	Act	*section*	*general description of offence*
1	Criminal Law Act 1977	section 6(1)	violence for securing entry

	Act	*section*	*general description of offence*
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc
5		section 72(1)	control or management of unlicensed HMO
6		section 95(1)	control or management of unlicensed house
7	This Act	section 21	breach of banning order

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

41 Application for rent repayment order

(1) 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.

(3) A local housing authority may apply for a rent repayment order only if –

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

43 Making of a rent repayment order

(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 had 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 with –

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

44 Amount of order: tenants

(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	***the amount must relate to rent paid by the tenant in respect of***
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	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.