



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

Case Reference : **CHI/00HB/HMF/2023/0029**

Property : **55A Belle Vue Road, Bristol BS5 6DR**

Applicant : **Wilfred Bond
Stanley Hughes
Ben Collins**

Representative : **Ben Eliot
Justice for Tenants**

Respondent : **Radhay Takooree
Hardev Takooree**

Representative : **Jessica Sharratt**

Type of Application : **Application for a Rent Repayment Order
by tenant (ss40 to 45 Housing and
Planning Act 2016)**

Tribunal Members : **Judge R Cooper
Mr M Ayres
Mr E Shaylor MCIEH**

Date and venue of Consideration : **08/05/2024
Havant Justice Centre (remote video
hearing CVP)**

Date of Decision : **31/07/2024**

DECISION

The Applicants are entitled to a Rent Repayment Order.

The Respondent must pay the sum of £6,210.00 to the Applicants within 28 days.

The Applicants' application for reimbursement of the application fee (£100) and hearing fee (£200) is allowed.

(References in this decision to page numbers in the consolidated appeal bundle served on 3/05/2024 appear as '[]')

Background to the application and the hearing

1. On 2/04/2019 Bristol City Council designated 12 wards in central Bristol for additional licensing under Part 2, s56 of the Housing Act 2004. This required all private landlords renting out a House in Multiple Occupation (HMO) (as defined by s77 of the 2004 Act) which were not already licensed by virtue of s61 of the 2004 Act, property to obtain a licence. The designation came into force on 8/07/2019 [140].
2. The Respondents, through their agent, Lets Rent Bristol Ltd granted Mr Bond, Mr Hughes and Mr Collins ('the Applicants') an assured shorthold tenancy of 55A Belle Vue Road, Bristol BN5 6DR for 12 months commencing on the 25/05/2021 [43]. The rent of £1,150 per month was due on the 1st day of each month.
3. The Respondent landlords at the relevant time were Radhay Takooree and Hardev Takooree, the freehold owners of the Property. The property was let to the Applicants, however, by Lets Rent Bristol Ltd.
4. The Property was sold by the Respondents in October 2022.
5. On 29/09/2023 the Tribunal received an application from the Applicant tenants under s41 Housing and Planning Act 2016 ('the 2016 Act') seeking a Rent Repayment Order ('RRO') on the grounds that the Respondents were required to have a licence before renting the property to them on 25/05/2021 but did not have one at all material times.
6. The Applicants seek to recover from the Respondents the rent they paid for their occupation of 55A Belle Vue Road, Bristol, BS5 6DR ('the Property') for the period from 1/10/2021 to 30/09/2022 ('the Relevant Period')
7. The Applicant also applies for reimbursement of the application fee £100 and hearing fee of £200.
8. Mrs Charlotte Cooper (a Legal Officer) issued directions to the parties on 13/02/2024, including directions to the Respondents to file a witness statement in response to the application, together with any evidence on which they wished to rely. No response was received.
9. At the video hearing listed on 16/04/2024 the Applicants appeared, represented by Mr Eliot of Justice for Tenants. Mrs Takooree attended

with Mr Ayub of Lets Rent Bristol, who had been the managing agents for the Property in the relevant period. There was very significant noise disturbance with Mrs Takooree's link to the hearing which meant the Tribunal was unable to clearly hear anything said by Mrs Takooree or Mr Ayub. As far as the Tribunal could understand, Mrs Takooree said she had been unaware of the hearing until the previous day and until then was unaware of the Applicants' application for an RRO.

10. In the circumstances the Tribunal decided it would not have been fair or in the interests of justice to proceed with the hearing. Directions were given requiring (amongst other things) the Respondent to provide to the Tribunal and the Applicants her response to the application and any evidence on which she sought to rely.
11. Both parties complied with the directions of the 16/04/2024 and, in addition, skeleton arguments and bundles of authorities were provided shortly before the hearing.

Issues in the appeal

12. The Applicants apply for a Rent Repayment Order (RRO) under s41 of the 2016 Act for the period 1/10/2021 to 30/09/2022 ('the Relevant Period'). They claim the sum of £13,800 in rent paid over that period.
13. An RRO can only be made where the Tribunal is satisfied that the Respondents had committed one or more of the seven specified offences (set out in s40 of that Act). In this case, the Applicants assert the Respondent committed an offence under s72(1) of the 2004 Act as they failed to obtain a licence from Bristol City Council as required following the designation of the additional licensing scheme which came into force on 8/07/2019.
14. Before it may make an RRO the Tribunal must be satisfied to the criminal standard (i.e. beyond reasonable doubt) that the specified offence has been committed (s43(1)).
15. If satisfied an offence has been committed, s43(3) requires the Tribunal to consider the amount of the RRO which must be determined. In the case of an application made by a tenant the Tribunal is required to consider the relevant factors set out in s44.
16. The amount of the RRO must relate to the rent paid in a period not exceeding 12 months during which time the landlord was committing the offence (s44(2)). It must not exceed the rent paid by the Applicants in respect of that period (less any Universal Credit (or Housing Benefit) paid) (s44(3)). The Tribunal must take into consideration the matters set out in s44(4) namely conduct of the Applicants and Respondents, the financial circumstances of the Respondents and whether they had been convicted or fined for any of the offences listed in s40(3).

The Law

17. The applicable law referred to in this decision is set out in full in the Appendix to this decision.

The hearing

18. The hearing was a remote hearing by video. The Applicants attended and were represented by Mr Eliot of Justice for Tenants. Mrs Takooree attended on behalf of the Respondents and was represented by Ms Sharratt. Mr Takooree was said to be living in India.
19. There were initially technical difficulties in the hearing being conducted on the Video Hearing Service (VHS) platform. The hearing was therefore delayed, but proceedings were conducted via the Cloud Video Platform (CVP). At the outset all participants confirmed they were able to see and hear and were advised of how to deal with any technical difficulties with sound, vision or other transmission issues. None were reported or noted during the hearing.
20. All Applicants, the Respondent and both representatives confirmed they were not recording the proceedings and were in the United Kingdom.
21. All three Applicants and Mrs Takooree gave evidence, were cross examined, and following questions by the panel were briefly re-examined by their respective representative. Following the evidence, the Tribunal heard submissions from both representatives. The recording of the hearing stands as the record or proceedings.

The Documents

22. The Tribunal considered the consolidated appeal bundle (343 pages), the skeleton arguments served by Mr Eliot and Ms Sharratt and the two bundles of authorities the parties wished to rely on.

Discussion and reasons for the decision

The application

23. The Applicants case is contained in the application, witness statements and evidence [2] to [258], response [342] to [343], and the skeleton argument served by email late on 7/05/2024.
24. In summary, they claim that the Respondents committed a criminal offence by failing to have an HMO licence during the period 1/10/2021 to 30/09/2022 when they should have had one, no reasonable excuse defence applied, and having paid rent of £13,800 they should be entitled to a Rent Repayment Order of at least 85% of that rent paid. They rely on a number of matters regarding the seriousness of the offence and the conduct of the Respondents including a failure to meet appropriate fire

safety regulations and a failure to deal adequately with mould and infestation of mice at the property.

The Response

25. The Respondents' case is set out in the witness statement of Mrs Takooree and supporting evidence [259] to [343]. In summary, she accepts that she should have had an HMO licence, but says she was unaware of the need to have one. Lets Rent had been responsible for the letting of the rental property since 2015 and she had always undertaken whatever works they said were required. They had never advised her a licence was needed. She had been trying to sell the property since 2019 but due to the pandemic the sale was delayed and only completed on 14/10/2022. She accepted the Applicants had paid their rent in full during the relevant period and had no complaints about their conduct. She had a net income of £2,000 per month and her expenditure was £1,944.37 [268], so she would need to dip into savings to pay any order made. In all the circumstances a RRO of 25% of the rent was appropriate.

Decision and reasons

26. At the start of the hearing, Ms Sharratt, on behalf of the Respondents confirmed that there had been a narrowing of the issues that were in dispute. She confirmed the Respondents accepted the following:
- (a) The Respondents were required to obtain an HMO licence in respect of the Property between 1/10/2021 and 30/09/2022 ('the relevant period'),
 - (b) The Respondents had committed a criminal offence during that period by failing to obtain an HMO licence when one was required,
 - (c) The Applicants had paid £13,800.00 in rent during the relevant period,
 - (d) The Respondents had not paid for any utilities for the benefit of the tenants during the relevant period,
 - (e) The Respondents did not allege any negative behaviour on the part of the Applicants, and
 - (f) The Respondents could afford a Rent Repayment Order and did not ask the Tribunal to consider their financial circumstances.
27. The Tribunal expressly clarified with Ms Sharratt that the Respondents were not arguing a defence of 'reasonable excuse' in respect of their failure to have an HMO licence (under s72(5) of the 2004 Act). She confirmed they were not.
28. The Tribunal was satisfied that these concessions were properly made on the Respondents' behalf followed the taking of legal advice. In the light of

those concessions and the evidence before it in the appeal bundle, the Tribunal is satisfied beyond reasonable doubt that the Respondents did commit a criminal offence under s72(1) of the 2004 Act by failing to have an HMO licence from at least 25/05/2021 (when they let the property to the Applicants through their agents Lets Rent) until the property was sold on 14/10/2022. This is because the Property of which they were in control and / or managing was an HMO (as defined by ss77 and 254 of the 2004 Act). The three bedroomed flat was shared by three individuals who were not related. The flat was situated in Easton Ward, which fell within Bristol City Council's additional licensing scheme area [145], and Mrs Takooree admits she and her husband did not have a licence.

29. As the Applicants' application was received by the Tribunal on 29/09/2023, we found an offence of failing to have an HMO licence when one was required was committed in the 12-month period immediately prior to the application (s41(2) of the 2016 Act). The Tribunal, therefore, has the jurisdiction to make a Rent Repayment Order.
30. In view of the concessions made by the Respondents and in view of Parliament's intention that the penalty of Rent Repayment Orders should be introduced to ensure compliance with the regulation of houses in multiple occupation in an attempt to improve housing stock, improve safety and to deter offenders from profiting from sub-standard housing, the Tribunal was satisfied that it was reasonable in all the circumstances for a Rent Repayment Order to be made.
31. Section 44(2) provides that when determining the amount of any RRO in relation to an offence under s72(1), the amount must relate to the rent paid during a period not exceeding 12 months during which the landlord was committing the offence. There is no requirement that the twelve-month period should immediately precede the application (although in many cases it does). In this case as the offence was committed from 25/05/2021 until 14/10/2022, the relevant period of 1/10/2021 to 30/09/2022 for which the Applicants seek the RRO is a complete 12-month period during which the Respondents committed an offence under part 3 Housing Act 2004.
32. It was accepted by the Respondents that the Applicants had paid rent in the sum of £13,800 in the relevant period. This was consistent with the evidence. The tenancy provided for a monthly rent of £1,150 [48]. The bank statements showed that the rent was paid to Lets Rent on a monthly basis by Mr Bond (see [63], [65] & [67] etc) and Mr Hughes and Mr Collins in turn paid their share to him.
33. Ms Sharratt confirmed at the outset that Mr and Mrs Takooree did not pay any utilities solely for the benefit of the Applicants.
34. There was no suggestion that any of the Applicants were in receipt of housing benefit or the housing cost element of Universal Credit. All three were working.

35. In these circumstances the Tribunal found the total rent for the relevant period that could be taken into consideration is £13,800.
36. When determining the amount of the Rent Repayment Order, the Tribunal took into consideration the submissions of both parties and the authorities they both relied on, including in particular *Williams v Parmar* [2021] UKUT 244 (LC), *Acheampong v Roman* [2022] UKUT 239 (LC), *Aytan v Moore* [2022] UKUT 027 (LC) and *Hallett v Parker* [2022] UKUT 165 (LC). Whilst applying the principles established in those cases in reaching this decision, the Tribunal reminded itself that each case turns on its own specific facts. Although both parties in submissions referred this Tribunal to the awards made in those and other cases, they turned on different facts, and those awards are not binding on this Tribunal.
37. The Applicants, in summary, submit in relation to quantum that a reasonable starting point for any RRO would be 85% of the rent paid over the 12-month period in which the offence was committed on the basis that:
 - (i) Mr and Mrs Takooree were professional landlords who had breached their duties under the HMO Regulations 2006 over more than 1 year by
 - a. Failing to provide the name and address of the managing agents (Regulation 3),
 - b. Failing to comply with fire regulations and requirements (Regulation 4),
 - c. Failing to remedy mould growth and mice infestations at the property, and
 - d. Failing to have adequate processes in place to ensure they complied with their legal requirements.
 - (ii) The lack of information about the Respondents' financial circumstances, and
 - (iii) The Applicant tenants' good conduct.
38. For the Respondents, Ms Sharratt, in summary, submitted 25% of the rent would be reasonable on the basis that Mr and Mrs Takooree were not professional landlords and their breach was not of the most serious nature.
39. In considering the range of penalties for the various classes of criminal offence for which a rent repayment order could be made under s40 of the 2016 Act, the Tribunal was satisfied the penalty for an offence under s72 of the 2016 Act was of a lower order than those under the Criminal Law Act 1977, s21 of the 2016 Act and Protection from Eviction Act 1977 for which custodial sentences could be imposed. The fact that the maximum penalty for a breach of s72 was a fine indicated an offence of a lower degree of seriousness. The Tribunal also considered the seriousness of this offence relative to other offences under s72 of the 2004 Act.
40. Whilst Ms Sharratt submitted that Mr and Mrs Takooree were not professional landlords, when looking at the totality of the evidence, the Tribunal found they were professional landlords albeit on a small scale

with just two properties created from a property that had previously been their home (and a post office). On her own evidence, Mrs Takooree confirmed that they had redeveloped 55 Belle Vue Road into two flats in 2015 with a view to letting out them both out to tenants. It was unclear to the Tribunal whether they had at that time obtained professional advice regarding relevant building and fire regulations for rented properties, but certainly no documentary evidence was produced by her showing this to have been the case.

41. The Tribunal found that Mr and Mrs Takooree did not act reasonably as landlords in simply relying on an expectation that Lets Rent would advise them of any necessary legal requirements. There was, apparently, no written agreement between Mr and Mrs Takooree and Lets Rent to that effect. No other evidence has been produced indicating that Lets Rent had agreed to advise Mr and Mrs Takooree of their legal responsibilities as landlords. As landlords the Respondents had a responsibility to inform themselves, to obtain independent advice if necessary, or at the very least keep abreast of developments regarding landlord responsibilities online. We found Mr and Mrs Takooree unreasonably abdicated such responsibility. They had no processes in place to ensure they acted within the law, and for many years simply collected the rent taking little or no interest in the state of the property or their legal responsibilities as landlords.
42. The Tribunal was satisfied the offence of being in control of or managing an unlicensed HMO was committed from the start of the Applicants' occupation of 55A Belle Vue Road from 25/05/2021 until the date the property was finally sold on 14/10/2022, a period of over 16 months.
43. When determining the proportion of the rent that it was appropriate to award in all the circumstances, the Tribunal considered in relation to 55A Belle Vue Road, the risks and behaviours that the system of HMO licencing is intended by Government to remedy. The provision is designed to deter landlords from letting out unsafe, overcrowded or unsafe properties, although the provision also has a punitive element intended to deter others from committing such offences.
44. In relation to the matters raised by the Applicants in their application, the Tribunal made the following findings.
45. Whilst the HMO Manager's name (i.e. the landlords or their agent) may not have been prominently displayed at the property, the Tribunal accepts the Respondents' submission that the applicants were fully aware of their identity from the tenancy agreement, and had clearly contacted the agent in relation to the issue of mice and other matters.
46. In relation to the risk of fire, although there were some breaches, overall the Tribunal did not find the risk of fire to be significantly higher than the average for a property of this type.

47. The Tribunal gave weight to the LACORS guidance [39] which whilst not statutory guidance provides for best practice and forms the basis of many licensing requirements. The Tribunal was satisfied that fire prevention measures were in place at the Property. It had interlinked fire alarms with a smoke detector on each of the three floors, which were tested and found to be working at the time of the inspections in May 2021 and April 2022. The Tribunal accepts there was no fire blanket or fire extinguishers at the property but notes that although a fire blanket is recommended by LACORS, fire extinguishers are not required.
48. The Guidance also confirms that whilst shared houses may fall within the legal definition of an HMO, they can often present a lower fire risk than traditional bedsit-type HMOs. Mr Bond, Mr Hughes and Mr Collins may not be related, but they are an identifiable group of three sharers renting a property as joint tenants, each with their own bedroom but sharing the kitchen, bathroom and living facilities. The LACORS guidance recognises that in such situations *'there is normally a significant degree of social interaction between the occupants and...the group will possess many of the characteristics of a single family household.'* LACORS identifies that the risk of fire in a three storied HMO comprising bedsit type accommodation define is 10 times greater than the type of property lived in by these Applicants. The Tribunal gave this weight in our considerations.
49. No documents were provided by the Applicants to indicate that the Council had required the new owner to undertake any fireproofing or other works as a condition of obtaining the licence that was granted in June 2023, although the Applicants' oral evidence to the Tribunal was that the door to the kitchen was required to be changed by the licence from a glass door to a fire door and was only recently changed to a fire door by the new owner.
50. In relation to the allegation that the Respondents failed to adequately deal with the infestation of mice, the Tribunal found the Applicants' complaints were not made out. There is nothing in the evidence to suggest there was a mice infestation at the time the Applicants moved into the property. Evidence produced by the Respondents shows they acted promptly in response to complaints and took appropriate steps when alerted to the problem. The evidence shows that on four separate occasions (15/02/2022, 1/03/2022, 22/03/2022 and 17/05/2022) operatives attended to bait and lay traps, monitor rodents and steps were taken to eliminate potential means of ingress [286] to [294]. The source of the infestation was not definitively identified, and clearly the Applicants were advised that they should undertake a deep clean [288] and the photographs at [20] indicated the presence of food waste. This indicates the Applicants own use of the property might be a contributing factor. The Tribunal is satisfied that the steps taken by the pest control company reduced the infestation risk from medium to low. Although photographs of mice were taken in April 2022 this was prior to the final visit on 17/05/2022 when works were carried out to block any means of ingress.

The only correspondence relied on by the Applicants regarding the rodent problem post dates the sale of the property by the Respondents [25].

51. In relation to the complaint of mould growth at the property, although the Applicants said that mould was a significant issue for them, starting during the tenancy and getting worse during winter months, the Tribunal was not satisfied that this was a substantial problem at the material time. The relevant period only covers the first winter of the Applicants' occupation (2021/22).
52. The Tribunal accepts that the structure of the building, with exposed elevations and attic rooms, might make it more susceptible to condensation and mould growth. The evidence of the Applicants indicated that although there was gas central heating and each room had a radiator, whilst the heating system might have been adequate when on, the property cooled rapidly once the heating was off, particularly in the attic bedrooms, indicating inadequate insulation. However, the Tribunal gave weight to the original inventory report from May 2021 and the inspection that took place in April 2022 (six months into the period for which the RRO is sought, and after the first winter). The inspection report did not indicate a significant problem with mould growth [280]. The earliest photographs relied on by the Applicants were dated 28/12/2022 after the property was sold. Despite the Applicants' assertion that frequent complaints were made about the mould, no evidence has been provided of complaints being made to Lets Rent or the Respondents about any problem with mould or condensation, save for one complaint about condensation mould around the windows in early 2022 for which Unibond moisture absorbers were provided. The Applicants rely on evidence of email correspondence with the new owner Lily Aaron in February 2023 [20] after the relevant period. On balance, the Tribunal was satisfied that during the period for which the RRO is sought, the property was not significantly affected by condensation damp and mould growth.
53. The Tribunal concluded in all the circumstances that it would be reasonable for a Rent Repayment Order to be made, and that it was appropriate to be set at 45% of the total rent paid for the relevant period on the basis of the considerations set out above.
54. In the light of the concessions made by Ms Sharratt at the outset, the Tribunal was satisfied that there should be no reduction on account of the tenants' conduct, and there was nothing to take into account as regards the Respondents' financial situation.

Conclusions

55. Having considered these matters in the round the Tribunal considers that although the Respondents did commit an offence under Housing Act 2004 by failing to obtain an HMO licence during the period of the Applicants' occupation during a period when they were in control of or managing the

property, it would be proportionate in all the circumstances for the rent repayment order to be set at 45% of the maximum rent.

56. Accordingly, the rent to be repaid by the Respondents to the Applicants amounts to £6,210.
57. In relation to the Application and Hearing Fees sought by the Applicants the Tribunal allows the application. The Applicants have succeeded in their application and the Tribunal has awarded a Rent Repayment Order, albeit not to the full extent sought. However, it is reasonable and proportionate for the application fee of £100 and hearing fee of £200 to be paid by the Respondents to the Applicants.

Note: Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 1

The following are relevant excerpts from the legislation referred to in this decision

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 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, 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 by that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1	<u>Criminal Law Act 1977</u>	section 6(1)	violence for securing entry
2	<u>Protection from Eviction Act 1977</u>	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	<u>Housing Act 2004</u>	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.

(2) A tenant may apply for a rent repayment order only if—

- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

- (b) the offence was committed in the period of 12 months ending with the day on which the application is made.
- (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 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 has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

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.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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.