



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

Case reference	:	LON/00AP/HMJ/2024/0003.
Property	:	5 Sylvan Avenue, Wood Green, London N22 5HX.
Applicant	:	Mr. Benson Ahaoma Amaogu Mrs. Gold Ahaoma Amaogu.
Representative	:	Mr Vincent Ezeigbo, solicitor, of C V Brooks Solicitors.
Respondent	:	Georgios Angeli and Eleni Angeli, represented by Ms Priya Gopal of counsel
Potential party	:	Ashdale Services Ltd, represented by Mr. Gitan Parmar
Type of application	:	Application for a rent repayment order by tenant Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	:	Judge Adrian Jack
Date of Decision	:	10th September 2024.

DECISION

BACKGROUND

- (1) The Tribunal has received an application dated 15th April 2024 under section 41 of the Housing and Planning Act 2016 (the Act) from the applicant tenant for a rent repayment order (RRO).
- (2) The respondents, Mr and Mrs Angeli, are said to be the landlords of the property and that they committed an offence of having control of, or managing a house in multiple occupation that was required to be licensed but was not so licensed. The applicants seeks a Rent Repayment Order in

the total sum of £14,850.00 in relation to the period between 15 May 2023 to 15 April 2024 plus costs.

- (3) The Tribunal held a Case Management Conference to determine whether the respondents are the appropriate parties and, if not, what orders to make in consequence.

DISCUSSION

1. The applicants occupied the premises, which are a ground floor flat, pursuant to a “temporary accommodation agreement” dated 4th July 2016. This is written on Homes for Haringey notepaper and appears to reflect the way in which the London Borough of Haringey housed homeless persons in priority need. The agreement defines “the supplier” as Ashdale Services Ltd (“Ashdale”). It contains an acknowledgment that the London Borough of Haringey does not have a legal interest in the property. The expression “the Supplier” in the agreement means “the person or company or any authorised agent of theirs whose interest in the Property is immediately expectant.”
2. The freeholder of the property appears to be Mr Angeli, rather than himself and his wife, but nothing turns on this. By an agreement dated 1st January 2022, Mr Angeli granted a tenancy to Ashdale for a term of one year at a rent of £1,350 per month. The agreement expressly allowed Ashdale to sublet. This agreement replaced earlier agreements going back some fifteen years. Ashdale held over on the tenancy after the expiry of the one year term.
3. On these facts, in my judgment it is clear that it is Ashdale who make the property available to the applicants and it is Ashdale who receive the rent (or licence fee) paid by the applicants. (The money may come via Haringey — the position is not clear — but the payer under the temporary accommodation agreement is the applicants, not Haringey.) It follows that the applicants have no arguable claim against the current respondents: *Rakusen v Jepson* [2021] EWCA Civ 1150.
4. This leads to the question as to whether Ashdale should be substituted as respondents. Here the matter is complicated by the late production by Ashdale of evidence that Haringey did grant Mr Angeli a selective licence on at latest 24th July 2023. It is unclear when the application for a licence was made. Ashdale say that they advised Mr Angeli to obtain one shortly after Haringey introduced the selective licensing requirements on 17th November 2022, so the date of application may be significantly earlier than July 2023. At any rate Mr Ezeigbo, who appeared for the applicants, had had no opportunity to investigate any of these matters.
5. The question of substitution is also complicated by the question of limitation. Claims for Rent Repayment Orders have to be brought within one year of the respondent committing the relevant offence: Housing and

Planning Act 2016 section 41(2)(b). The extent to which the doctrine of relation back applied in this Tribunal is unclear: see the discussion in relation to the Courts in Civil Procedure 2024 para 17.3.3. However, there is Upper Tribunal authority against this Tribunal having the power in rent repayment cases to substitute parties after the expiry of the limitation period: *Gurusinghe v Drumlin Ltd* [2021] UKUT 268 (LC).

6. In the exercise of my discretion I refuse to order substitution of Ashdale for the Angelis. There is no prejudice to the applicants. Once Mr Ezeigbo has investigated the position regarding the selective licence, the applicants can reissue against Ashdale, if they consider that there is no limitation issue.
7. Rule 9(3)(e) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 permits the Tribunal to strike out a case if it “considers there is no reasonable prospect of the applicant’s proceedings or case, or part of it, succeeding.” In my judgment, this is such a case and it is appropriate to strike the case out.

DECISION

The applicants’ case is struck out.