FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CHI/00HB/HMF/2024/0002**
Property	**:**	**12c Cotham Road, Cotham, Bristol, BS6 6DR**
Applicants	**:**	**Dr Theo Hughes** **Dr Jed Botham** **Dr Rebecca Latto** **Dr Pak Yung Yim** **Dr Harriet Washer**
Representative	**:**	**Dr Hughes and Dr Botham appeared in person representing the other Applicants**
Respondent	**:**	**Nichola Wood**
Representative	**:**	**In person**
Type of Application	**:**	**Application for a rent repayment order by a tenant**
Tribunal Members	**:**	**Tribunal Judge Prof R Percival** **Mr M Woodrow MRICS** **Mr M Jenkinson**
Date and venue of Hearing	**:**	**26 September 2024, Plymouth Tribunal Hearing Centre** **22 October 2024, video remote**
Date of Decision	**:**	**13 November 2024**

DECISION

Orders

(1) The Tribunal makes rent repayment orders against the Respondent to each of the Applicants in the following sums, to be paid within 60 days:

Dr Theo Hughes: £4,356

Dr Jed Botham: £4,356

Dr Rebecca Latto: £4,356

Dr Pakyung Yim: £5,016

Dr Harriet Washer: £4,686

(2) The Tribunal orders under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2) that the Respondent reimburse the Applicants together the application and hearing fees in respect of this application in the sum of £320.

The application

1. On 25 January 2024, the Tribunal received an application dated 13 October 2023 under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for Rent Repayment Orders ("RROs") under Part 2, Chapter 4 of the Housing and Planning Act 2016. Directions were given on 24 July 2024.

2. The application came before us first on 26 September 2024, with the Tribunal sitting in the Plymouth Tribunal Hearing Centre. Dr Hughes for the applicants, and the Respondent in person, appearing by video link using CVP. It transpired that the Respondent had not received the hearing bundle from the Applicants. She told us, first, that emails from the Applicants and the Tribunal had gone to her junk folder and she had not generally seen them. Secondly, when she did find the email providing the bundle, she could not access the bundle because the link to a file sharing website was not operative.

3. The Respondent applied for an adjournment, which was opposed by the Applicant. The Tribunal adjourned to consider the application, and allowed it. We accepted that there may have been genuine technical problems and we did not think that the Respondent would have a fair opportunity to take part in the proceedings without a copy of the hearing bundle.

Relevant legal materials

4. Free legal materials are available at the following websites.

5. The legislation referred to in this decision may be consulted at:
https://www.legislation.gov.uk/ukpga/2004/34/contents
https://www.legislation.gov.uk/ukpga/2016/22/contents

6. Upper Tribunal cases, which are binding on this Tribunal, may be found using the search engine at:
https://landschamber.decisions.tribunals.gov.uk/Aspx/Default.aspx

7. Most other cases (including those referred to in Upper Tribunal decisions) may be found at https://www.bailii.org/

The hearing

Introductory

8. The Tribunal reconvened on 22 October 2024, with all participants attending remotely by video link using CVP.

9. Dr Hughes and Dr Botham appeared in person, and represented the other Applicants. The Respondent appeared in person.

10. The property is a mid-terrace Victorian five bedroomed house.

11. The Applicants occupied the property from 20 July 2022 until 19 September 2023.

Preliminary issue: late evidence

12. The Respondent applied to admit evidence of a video of the property at the time that the Applicants moved in. Her argument for doing so was to meet an argument put by the Applicants that the property was not clean when they moved in. She said she had only recently found an old phone in the memory of which the video was located. The Applicants opposed the application on the basis that it was too late.

13. The Tribunal refused the application, and gave oral reasons. Those were, first, that the video, on the Respondent's account, related to what was at best a peripheral issue in terms of what the Tribunal had to decide. Secondly, and linked to the first, its admission would lead to wasted time on cross examination and submissions on an issue with little if any relevance to our determination. Thirdly, the Respondent told us that, despite finding the phone several days before the hearing, she had not disclosed the video to the Applicants in advance. She should have done so, and so, if it did have any relevance, it would be unfair to provide it during the hearing to the Applicants. An

adjournment for the Applicants to consider it would be wholly disproportionate.

The alleged criminal offence

14. The Applicants allege that the Respondent was guilty of having control of, or managing, an unlicensed house in multiple occupation contrary to Housing Act 2004 ("the 2004 Act"), section 72(1). The offence is set out in Housing and Planning Act 2016, section 40(3), as one of the offences which, if committed, allows the Tribunal to make a rent repayment order under Part 2, chapter 4 of the 2016 Act.

15. The Applicants' case is that the property was an HMO subject to mandatory licensing at the relevant time.

16. The Applicant's evidence was that all five of them, having provided the Respondent with their deposits, moved in on or around 20 July 2022. Each had their own room with shared kitchen, bathroom and lavatory facilities. The property was their only or main home for the relevant period.

17. The Applicants provided evidence in the form of a letter from an officer of Bristol City Council that the property had not been licensed as an HMO to which the mandatory scheme applied between July 2022 and September 2023.

18. It was agreed that only Dr Hughes and Dr Botham were identified as the tenants in the assured shorthold tenancy agreement governing the Applicants' occupation.

19. The Respondent did not contest this evidence. Nonetheless, we have independently considered whether we accept the evidence as providing proof to the criminal standard. The direct evidence of the Applicants is that all of these criteria were made out. We have no reason to doubt that evidence, and it is supported by the documentary evidence of communications between the Applicants and the Respondent provided by them. We are satisfied beyond a reasonable doubt that the criteria for licensing were made out throughout the period for which the RRO is claimed.

20. The Respondent denied that she had committed the offence contrary to section 72(1). The exact nature of her case was, at times, somewhat unclear. She argued that the property was not "an HMO property", but a family property. She said that the property had been marketed as a family home and that the rent charged reflected that.

21. It appeared to us that the Respondent thought that there was a concept of "an HMO property" independent of the criteria set out as defining when a property becomes an HMO. This may be linked to a point she

was to make about the need for planning permission to operate an HMO, for which see below. This is clearly not so. If the criteria are made out (as they are here, on a basis that the Respondent either agreed or did not contest), then a property is an HMO, as defined in section 254 of the 2004 Act (in this case, section 254(2)).

22. Since all five of the occupants did, in fact, occupy the property, shared the necessary services, lived there as their only or main home, and their occupation constituted the sole use of property (that is, the presumption in section 260), then, as a matter of law, a licence was necessary.

23. It was also part of her case that she had not realised that there would be five occupants rather than just Drs Hughes and Botham, whose names were on the tenancy agreement.

24. Although she did not put it like this, we consider that the appropriate way of regarding her assertions as to liability are that they were such as to constitute a reasonable excuse (section 72(5)).

25. The contacts by text message between Dr Hughes (who organised the tenancy, with some input from Dr Botham) and the Respondent were exhibited by the Applicants. The communications start in April 2022. The Respondent asks Dr Hughes if he wants to rent the whole house or just a room, to which he replies the whole house. The following day (16 April 2022) shows him referring to having a chat with the others who would be sharing with him. It is clear from the start that, when Dr Hughes expressed an interest in renting the whole house, he was doing so on the basis that it would be shared with others.

26. As things progressed, the Respondent asks Dr Hughes to "provide me with the references for the two people who will be named on the agreement". Later in the same set of exchanges, the Respondent says "it would be nice to meet you all soon". Dr Hughes' reply mentions Dr Botham, and refers to the locations of two of the others. There is then evidence of arrangement of a zoom call. Although it is not apparent from the screen shots, it was the Applicants' evidence that all five Applicants took part in the zoom call, on 29 June 2022. Shortly after they moved in, on 3 July 2022, Dr Hughes refers to the Respondent receiving the deposit in five separate payments. The Respondent thanks him in response, and goes on to discuss other matters.

27. The Applicants provided evidence of their individual payments of rent and their contributions to the deposit.

28. In her witness statement, the Respondent claims that she told one or other of Dr Hughes or Dr Botham that she did not have an HMO licence and that any other occupants would have to be part of their household.

This was not accepted by the Applicants and no documentary evidence of these statements was provided by the Respondent. The mode of communication between Drs Hughes and Botham on the one hand and the Respondent on the other at this point was by text message, screen shots of which could have been exhibited. It would have been evident that there were more than two households at the very least by the time of the zoom meeting but there is no record of any objection by the Respondent at that or any other time after the tenancy started.

29. We accept the evidence of Drs Hughes and Botham, which we consider to be amply supported by the exchanges exhibited by them. The Applicants have proved that the Respondent was perfectly well aware that all five Applicants would be in occupation and that they did not constitute a single household.

30. The inevitable conclusion is that the Respondent was not being truthful as to what she said to Drs Hughes and Botham before the tenancy started, and that it was a surprise to find that there were five occupants. We should add at this point that we found the Respondent to be an unsatisfactory witness. She came over as ill-organised; but we also considered her to be prepared to give dishonest evidence. Our impression was that she was willing to say whatever she considered to be in her interests when giving evidence.

31. In our view, the circumstances of the immediately preceding tenancy of the house also throws some light on the question of the Respondent's approach to HMO licencing. In the exchanges about the Applicants taking on the tenancy, the Respondent refers to the current tenants as "the girls". The Applicants produced a copy of a letter dated 3 August 2022 sent to the Respondent by two of the previous group of occupants, which states it is also on behalf of three other women. Their tenancy had lasted for two years. The letter largely deals with matters that are not relevant to the issues before us, but it does demonstrate that five unrelated people had been living there for the two years immediately before the Applicants tenancy started. It also asks the Respondent whether she holds an HMO licence, in view of the occupation by five people.

32. In oral evidence, the Respondent was asked about the start of that tenancy. She said that five girls arrived with an older woman. The Respondent said that the older woman told her that the girls were "like sisters" and then, shortly afterwards, the Respondent referred to them as being sisters, and thus constituting the same household. Asked about the difference between being "like sisters", and actually being siblings, she said "well, they identified as sisters" and that "these days you can identify as practically anything, can't you".

33. We conclude from this first, that the Respondent had let the property for the previous two years to five unrelated occupiers without applying

for an HMO licence, and secondly, that she cannot have really believed that the occupants were siblings. In our view, the fact that she had a track record of letting the property as a house shared by five unrelated occupiers provides support for our conclusion (independently arrived at) that she knew perfectly well that there would be five occupants of the property.

34. Further, in our view the evidence also showed that the Respondent was well aware that the property required a licence. Her own witness statement states:

> "I looked into applying for the HMO license not long after they [the Applicants] moved in. I contacted the planning department of Bristol City Council and was told that I would have to put in a planning application for change of use and that could take up to six months to process and there was no guarantee that planning would be granted as Cotham Road is within a conservation area and there were already many HMOs in the vicinity. So I decided it was futile. Whatever way I would have been in breach. Plus the neighbours … at 12B and the new people at 12A would not have thanked me if the house got HMO status especially as 12D had recently been converted into 8 x 2 bed airbnb flats."

35. This shows that she knew, at least shortly after the Applicants moved in, that letting to five occupants meant she was under a legal obligation to have a licence. Since during the previous two years she had also let to five occupants, she must have appreciated that the issue arose before the letting to the Applicants. We do not believe that the Respondent really believed that the previous occupants were a single household because they were "like sisters" or "identified as sisters". But even if she did hold that belief, it was certainly not reasonable in the circumstances to do so.

36. To sum up, we set out our findings using the structure set out by the Upper Tribunal case of *Marigold v Wells* [2023] UKUT 33 (LC), [2023] HLR 27. The Respondent did not put her case in terms of a reasonable excuse, but in so construing her case, the possible facts that might give rise to a reasonable excuse are that the Respondent did not know that five unrelated people would be occupying the property under the tenancy, and that, even if she did, she did not know that the circumstances of the tenancy would give rise to the requirement for a licence. Our findings above are that neither of these facts is proven. While the burden of proving a reasonable excuse is on the Respondent, we record that we are in any event satisfied so that we are sure to the criminal standard that she did not know or believe these things. Accordingly, we do not need to consider whether, on the facts found, there is a basis for a reasonable excuse.

37. Had it been relevant, we would have taken account of the fact that, when asked how she informed herself of her obligations as a landlord, she initially said she was a member of Rent Smart Wales (registration with which is, we note, compulsory for private landlords in Wales). When asked how she informed herself in relation to the separate obligations of landlords in England, she said she sometimes looked at Bristol City Council's website. Given that we have found as a fact that she was not ignorant of the obligation to licence the property, it is not strictly relevant, but had we not so found, we would have concluded that she had made no proper efforts to inform herself of her responsibilities and that if she had been ignorant of the licensing obligation, that would not in those circumstances objectively have provided a reasonable excuse.

38. The Respondent committed the criminal offence. There is no possible reason for us to exercise our discretion not to make an RRO. We turn to the amount of RRO that we should order.

The amount of the RRO

39. In considering the amount of an RRO, the Tribunal will take the approach set out in *Acheampong v Roman and Others* [2022] UKUT 239 (LC) at paragraph 20:

> "The following approach will ensure consistency with the authorities:
> (a) Ascertain the whole of the rent for the relevant period;
> (b) Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. …
> (c) Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made … and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
> (d) Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4)."

40. We add that at stage (d), it is also appropriate to consider any other of the circumstances of the case that the Tribunal considers relevant.

41. In respect of the relationship between stages (c) and (d), in *Acheampong*, Judge Cooke went on to say at paragraph [21]

> "I would add that step (c) above is part of what is required under section 44(4)(a) [conduct of the parties]. It is an

> assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked."

42. As to stage (a), by sections 44(2) and (3) of the 2016 Act, the maximum possible RRO is the rent paid during a period of 12 months, minus any universal credit (or Housing Benefit – section 51) paid during that period.

43. The Applicants evidence was that none of them had been in receipt of the relevant benefits during the period.

44. The Applicants' rent varied on the basis of their room size. The following table shows each Applicant's monthly rent, and the maximum RRO represented by their occupation for 12 months.

Dr Theo Hughes: £660; maximum RRO: £7,920

Dr Jed Botham: £660; maximum RRO: £7,920

Dr Rebecca Latto: £660; maximum RRO: £7,920

Dr Pak Yung Yim: £760; maximum RRO: £9,120

Dr Harriet Washer: £710; maximum RRO: £8,520

45. The Applicants were responsible for paying the utility bills, so no deduction falls to be made in respect of utilities at stage (b).

46. In assessing the seriousness starting point under stage (c), there are two axes of seriousness. The first is the seriousness of the offence, compared to the other offences specified in section 41 of the 2004 Act. The offence under section 72(1) is significantly less serious than those in rows 1, 2 and 7 in the table in section 40 of the 2016 Act, and we take that into account (see *Ficcara v James* [2021] UKUT 38 (LC), paragraphs [32] and [50]: *Hallet v Parker* [2022] UKUT 239 (LC), paragraph [30]; *Daff v Gyalui* [2023] UKUT 134 (LC), paragraphs [48] to [49] and the discussion in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC), paragraphs [34] to [39]).

47. We turn to the seriousness of the offence committed by the Respondent compared to other offences against section 72(1).

48. The property is a large and attractive town house which at the time of the hearing was being marketed at a guide price of £1,075,000. The Applicants complained that there were no fire doors in the house at all and that most of what they describe as fire alarms did not work. They also assert that there was no fire blanket in the kitchen, nor any emergency lighting.

49. The Applicants case was that there were ten-year battery sealed "Fireangels" (a brand of smoke and heat detectors) in all of the bedrooms, both kitchens and on the landings. In questions from our lay member, she added that there was a fire alarm in the sitting and dining rooms and clarified that the alarm in the kitchen was a heat detector, the others being smoke detectors. They were not, she confirmed, either wired or interlinked. There was a fire door to the attic, the Respondent said, but agreed there were none elsewhere.

50. Our conclusions in relation to fire safety precautions are that we accept that the Respondent had provided a number of alarms and that they were as she described. We cannot be sure how many were working. The Respondent said that she had tested the fire alarms, but we think that meant between tenancies and there was no regular procedure for testing them otherwise. We cannot come to any safe conclusion as whether there was a fire blanket in the kitchen or not. The Respondent accepts that there was only one fire door, to the attic.

51. We were not given any evidence as to the requirements imposed by Bristol City Council as a condition of an HMO licence but we think it likely that they would include provision for, at least, mains-wired and interlinked alarms.

52. Non-interlinked, battery alarms constitute a sub-standard fire safety system. However, we recognise that a house of this nature is a relatively low fire risk, compared to many other HMO settings. In context, then, we might consider the alarm system to be just about adequate, if it had been sufficiently maintained. The absence of any system for regular testing suggests that there was a maintenance issue. It is, however, no where near the level of dangerousness found in some of the HMOs that have been subject to findings by the Tribunal or by the Upper Tribunal. The fire safety defects, therefore, do suggest that the RRO should be somewhat higher than it would be otherwise, but not as much as in many other cases.

53. A second issue we deal with under seriousness is the amount, nature and use of furniture in the property. It was not contested that there was a considerable amount of furniture. The Applicants complain that the Respondent's possessions, including but not confined to furniture, amounted to a level of clutter that made the property difficult to live in. They were forced, they said, to remove a large number of items and store them. At some point it was agreed that some items were removed by the Respondent.

54. The Respondent counters that the property was advertised and let as furnished. She liked and collected antiques, and considered that they enhanced the house.

55. We heard evidence from both parties, and saw a number of photographs illustrating what the Applicants describe as the clutter.

56. Our conclusion is that the Respondent did leave an excessive quantity of personal possessions in the house. When a property is let as furnished, the furniture is supposed to be available for use by the tenants. At least in some respects, the furniture in this property was being used to store the Respondent's personal possessions. However, while this issue does contribute to a degree to our assessment of the size of the RRO we should order, it is not such as to make a substantial difference.

57. As Judge Cooke noted in Acheampong, the exercise conducted by the Tribunal at stages (c) and (d) are closely connected, and that is particularly so in this case. We consider it, therefore, more appropriate to provide an assessment of the percentage of the RRO after we have considered the conduct of the parties under stage (d). It is to stage (d), the conduct of the parties, that we now turn. We will consider the financial circumstances of the landlord in due course.

58. We deal with the conduct of the parties mindful of the strictures in *Newell* at paragraph [61]:

> "… Tribunals should not feel that they are required to treat every such allegation with equal seriousness or make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two."

59. The Applicants complain that on one occasion the electricity in the house failed, that there was a pigeon infestation outside the house which the Respondent did not remedy, there were issues with the boiler, and they objected to the tone of communications by the Respondent.

60. The Respondent complains that the Applicants were demanding and difficult. The particulars of this are that they demanded that she removed some of her possessions, demanded new mattresses and new blinds, damaged some of her property, and paid the rent late.

61. The mattress issue, on closer inspection, related to a mattress which did not have a cover, such that the foam constituting the mattress was visible, and the replacement of a blind was accepted by the Respondent (albeit she thought the cost too high). The electrical failure was rectified within 36 hours.

62. There was a dispute in relation to the return of the Applicants deposits but that was adjudicated by the deposit scheme (in favour of the Applicants). That adjudication would have taken into account the Respondents allegations of damage and we do not think it appropriate or necessary for us to go behind that decision.

63. We do not attach significant weight to the allegation of late payment of rent. On some occasions, rent payments were somewhat late, but not by more than a short time, and all were made well within the month in which the rent was due.

64. We agree that the tone of some of the Respondent's communications with the Applicants was inappropriate; but so too were some of the communications the other way.

65. Stepping back, for the most part, the accusations of poor conduct on both sides are within what was described in *Newell* as "the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships", which the Tribunal should not be expected to audit. To the extent that some of the conduct complained of may be said to have gone somewhat beyond that description, there is something to be said on both sides. In the terms used in paragraph [61] of *Newell*, we do not think that these issues are such as to "move the dial one way or the other".

66. In assessing the quantum of the RROs at stages (c) and (d), but before we consider the Respondent's financial circumstances, we have taken account of the guidance provided by the Upper Tribunal, including particularly where the Upper Tribunal has substituted percentage reductions in making a redetermination. The key cases are set out in (with respect) a most helpful manner in the course of the re-determination in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC) from paragraph [47] to [57]. We do not repeat that material here, but have been guided by it. The cases discussed range from 90% of the maximum to about 9%.

67. In *Newell*, the Judge sums up the effect of the various factors as illustrated in the cases under consideration in paragraph [57]:

> "Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting

agent to warn of the need for a licence, or personal incapacity due to poor health."

68. Of the list of factors rendering a licensing offence more serious set out here, the only relevant one is that the offence was committed deliberately. We have found that the Respondent committed the offence knowing she was doing so in letting to the Applicants, and had not licensed the property because it was too difficult to do so. In addition, it seems clear that on the face of it (before consideration of defences) she committed the offence during the previous two years, when the young women were in occupation. We cannot, however, conclude that she did not have a reasonable excuse at that time. Further, it is not a case in which a professional landlord cynically operated a business model of letting poor quality accommodation which was not capable of being licensed to increase the landlord's profit margin.

69. On the other hand, it does not fall into the lower categories referred to above, which reflect cases like *Hallett v Parker* [2022] UKUT 239 (25%) and *Daff v Gyalui* [2023] UKUT 134 (LC) (9%).

70. Fitting this case into the spectrum of cases identified in *Newell*, it falls somewhat lower in overall seriousness than *Hancher v David* [2022] UKUT 277 (LC), at 65%, but higher than *Dowd v Martins* [2022] UKUT 249 (LC). Although the factors themselves are different, an entry point at about the same point as Newell itself (60%), or possibly a little lower, is justified. We think it falls within a bracket between 55% and 60% at this stage.

71. The Respondent had not provided any evidence in advance of the hearing as to her financial circumstances, but the Tribunal considered it appropriate to consider her financial circumstances, as she had previously indicated that she had lost her job during the pandemic and that the subject property provided her only source of income. The financial circumstances of the landlord is a matter to which the Tribunal must have regard under section 44(4)(b) of the 2016 Act.

72. The Respondent told us that, in addition to the subject property, she owned a two up, two down house let to a single parent with three autistic children in Wales. She had a 75% mortgage on that property. She said that after tax, her income from the property was less than £200 a month. 12c Cotham Road is now being used as an AirBnB. She had had a group of PhD students renting the property but they had left in May or June this year. The income she said she derived from it was about £1,500 a month. The mortgage on the property is £252,000 and she pays £1,300 a month. It was on the market at the time of the hearing at a guide price of £1,075,000. She said she was supplementing her income by drawing down on her pension. She receives £2,000 a month in pension.

73. Dr Hughes then asked her how much she received from another property in Pembrokeshire, which she had not mentioned when the Tribunal had asked her about her assets. She said it was a holiday let and bookings had been down. She paid a mortgage of £675 a month, which she did not have sufficient bookings to cover. She intended to sell this property. She hazarded a figure of £260,000 as a likely guide price. She lived in whichever of the Pembrokeshire property or 12c Cotham Road was not booked.

74. We have expressed our doubts about the Respondent's evidence above. Those doubts remain to a degree about her oral evidence as to her means (and we have no documentary evidence). We note, for instance, that we do not think that she would have told us about the Pembrokeshire house, had she not been asked about it by Dr Hughes. But nonetheless, we accept the general picture that her income is low. On the other hand, she has very considerable equity in 12c Cotham Road. We are aware that the housing market is strong in Bristol at the moment, that the house is in a high-value area, and appears attractive in the brochures disclosed in the hearing bundle.

75. In the light of the above, we do not think that a substantial discount to reflect the somewhat ambiguous financial circumstances of the Respondent is warranted. But her circumstances do persuade us to fix the RRO at the bottom of the range we identified at paragraph 70 above, at 55%. In addition, given that 12c Cotham Road is on the market, and that the Respondent may be required to look to her equity in it to satisfy an RRO, we will set the time for payment of the RRO at two months from the date of this decision, rather than the usual 28 days.

Reimbursement of Tribunal fees

76. The Applicant applied for the reimbursement of the application and hearing fees paid by the Applicants under Rule 13(2) of the Rules. In the light of our findings, we allow that application, in the sum of £320.

Rights of appeal

77. 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 London regional office.

78. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

79. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

80. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Tribunal Judge Professor Richard Percival **Date:** 13 November 2024