



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

Case Reference : **BIR/00CN/HMK/2024/0031**

Property : **102 Tiverton Road, Birmingham. B29
6BP**

Applicant : **See schedule below**

Representative : **Miss Keren Mambonzo**

Respondent : **Mrs Safina Kauser**

Type of Application : **Application under section 41(1) of the
Housing and Planning Act 2016 for a
Rent Repayment Order**

Tribunal Members : **Judge M K Gandham
Mr R Chumley-Roberts MCIEH, JP**

Date of Hearing : **6 November 2024**

Date of Decision : **3 January 2025**

DECISION

Decision

1. The Tribunal hereby orders Mrs Safina Kauser ('the Respondent') to repay the following amounts of rent:
 - (a) To Miss Keren Mambonzo the sum of £1,060.43
 - (b) To Mr James Davies the sum of £234.38
 - (c) To Miss Amel Simms the sum of £600.47
 - (d) To Miss Jarntae Murray the sum of £530.63
 - (e) To Miss Anoushka Abbimane the sum of £1,095.59
 - (f) To Mr Shelton Tsvangirai the sum of £177.04
 - (g) To Mr Ayoyimika Awoyemi the sum of £884.23

2. The Tribunal also orders, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, that the Respondent reimburse to each of the aforementioned Applicants a sum of £47.14 (comprising a share of the tribunal application fee (£110) and hearing fee (£220)).

Reasons for Decision

Introduction

3. By an application dated 24 June 2024, Miss Keren Mambonzo, Mr James Davies, Miss Amel Simms, Miss Jarntae Murray, Miss Anoushka Abbimane, Mr Shelton Tsvangirai and Mr Ayoyimika Awoyemi ('the Applicants') applied to the First-tier tribunal for a rent repayment order ('RRO') under section 41(1) of the Housing and Planning Act 2016 ('the Act'). Although Mr Abdullah Shobayo was originally detailed as an applicant on the application form, by way of an email dated 16 October 2024, Miss Mambonzo (the Applicant's Representative) confirmed that he was no longer an applicant for the purpose of these proceedings.

4. The RRO was sought in respect of rent each of the Applicants had paid as tenants for the property known as 102 Tiverton Road, Birmingham, B29 6BP ('the Property') to the Respondent, who was their landlord and owner of the freehold of the Property.

5. The Applicants let individual rooms in the Property on separate assured shorthold tenancies, with the tenancies beginning on staggered dates between September and October 2023 at different monthly rents (see the table in the Appendix to this decision ('the Table')) but all ending on 31 August 2024. All the rooms were ensuite, with the Applicants sharing common areas such as the kitchen.

6. The Tribunal issued Directions on 5 July 2024 and requested further information and documentation by way of direction orders dated 29 August 2024 and 3 October 2024.

7. The Tribunal did not carry out an inspection, but a hearing was held remotely on 6 November 2024. Following the hearing, as the Tribunal had previously only been provided with a copy of the tenancy agreement for Room 8 (Miss Mambonzo’s agreement), the Tribunal was forwarded copies of the tenancy agreements relating to the rooms for the other applicants, together with supporting information relating to Miss Simm’s rental payments for September and October 2023.

The Law

8. Section 40 of the Act provides that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant. It confers power on the First-tier tribunal to make such an order in favour of a tenant where the landlord has committed an offence to which Chapter 4 of the Act applies.

9. The relevant offences are detailed in section 40(3) of the Act as follows:

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

10. Section 41 of the Act details the application process and provides:

41 Application for rent repayment order

(1) A tenant ... 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.

...

11. Sections 43 and 44 of the Act detail the power of the tribunal to make an order and the amount of that order and, in respect of an application by a tenant, provide:

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);*

...

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>
<i>an offence mentioned in row 1 or 2 of the table in section 40(3)</i>	<i>the period of 12 months ending with the date of the offence</i>
<i>an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)</i>	<i>a period, not exceeding 12 months, during which the landlord was committing the offence</i>

- (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.*

Hearing

12. All the parties attended the hearing, at which the Respondent represented herself and the Applicants were represented by Miss Mambonzo.

Matters agreed between the parties

13. The following matters were either agreed by the parties or were not in dispute:

- The Property was a nine-bedroomed House in Multiple Occupation (HMO) and the Applicants paid rent to the Respondent for seven of the nine rooms in the Property;
- the Property had previously been issued with an HMO licence, which had expired on 6 October 2023;
- an application for a new licence was made by the Respondent on 18 January 2024;
- the rent paid by the Applicants was inclusive of gas, electricity, water, broadband and TV licence (the Respondent had provided copy bills and a monthly breakdown for the same);
- all of the Applicants were in occupation during the period 7 October 2023 to 17 January 2024, at which time the Property did not have a licence and no valid application had been made for the same; and
- the Respondent had not been convicted of or received a financial penalty in respect of any offence detailed in section 40(3) of the Act.

Matters in dispute between the parties

14. The following matters were in dispute:

- whether the Respondent had a reasonable excuse for not having a licence; and
- the conduct of the parties.

15. In addition, although most of the Applicants had provided their bank statements and accepted the dates and figures for various payments the Respondent had set out in a table she produced within her bundle, Miss Simms stated that she believed the Respondent had received further payments from her for the rent in September and October 2023. She confirmed that she had originally arranged accommodation at another Property but believed that the managing agent had transferred sums to the Respondent towards her rent for these months.

16. Following the hearing, the Tribunal invited Miss Simms and the Respondent to provide any corroborating evidence relating to such payments.

The Applicants' submissions

17. The Applicants, in their Statement of Case, referred to making an application for an RRO due to the landlord potentially operating an unlicensed HMO. They also referred to issues relating to the condition of the Property (in an extract from an email sent to the Landlord on 4 December 2023), in particular with regard to mould in the bedrooms; issues with the boiler, washer/dryer and Wi-Fi; "leaks" from two of the bedroom windows; power-cuts; a lack of fire extinguishers; queries regarding the suitability of the fire blanket; difficulties with the front door and the smell of gas at the Property.

18. At the hearing, Miss Mambonzo confirmed that the Applicants had encountered problems with the Property since they first moved into the same. She referred to the main issues as being problems with the boiler, fire safety and mould, as well as other “*little problems*” relating to the washing machine and Wi-Fi.
19. Miss Mambonzo stated that the Applicants had complained to the Respondent, without success, so she carried out an online search to check to see whether the Property had an HMO licence. As the online search revealed that it did not have a licence, the Applicants decided to make an application for an RRO.
20. At the hearing, the Applicants referred to consistent issues with the boiler. They stated that, although someone did come to check the same, instead of changing the boiler, they were simply asked to “*top it up*” regularly with water (the Tribunal took this to mean they were asked to re-pressurise the system). They stated that, as the boiler was located in a cupboard behind the fridge, to top it up they had to move the fridge. They stated that there had been three callouts in relation to the boiler over the term of their tenancies and that they often had to choose between being able to heat the Property or having hot water. They were unsure as to whether they had to top up the water due to a slow leak or low water pressure but confirmed that the boiler was not replaced until July 2024.
21. The Applicants confirmed that although they purchased portable electrical heaters, due to their high consumption of electricity they would not use these often, as it would lead them to going above the fair usage allowance in their tenancy agreements. They also referred to power-cuts which may have been linked to the same.
22. In relation to mould, the Applicants submitted that there was mould in the bedrooms, in particular in Room 2 (Mr Davies’ room). Mr Davies confirmed that, although the mould in his room had been cleaned by the Respondent’s maintenance contractor after he had reported the same, the mould returned and was a continual issue throughout the winter months.
23. The Applicants had included within their bundle, a letter dated 16 August 2024 to Mr Davies from Bournbrook Varsity Medical Centre. The letter referred to Mr Davies as having presented to the GP in February 2024, following a four-month history of cough for which he was given a course of antibiotics. The letter stated that Mr Davies felt his cough symptoms became worse whilst he was living at the Property due to mould behind his bed, in the bathroom and in three other bedrooms. The letter also stated that the mould had reduced following better weather and that his symptoms had resolved.
24. In relation to fire hazards at the Property, the Applicants referred to the position of the cooking range being lower than the surrounding counters, posing a fire hazard when the hob was being used, as well as three out of the eight burners not working correctly. The Applicants also referred to a lack of any fire extinguishers and fire doors at the Property and a fire blanket (in the kitchen) looking as if it had already been used. In addition, the Applicants referred to a constant smell of gas and Mr Tsvangirai stated that there was no smoke alarm in his room.

25. In relation to the front door, Miss Simms stated that when she first moved into the Property in September 2023, the front door was faulty, so she was given a new key. The Applicants also referred to the door sometimes jamming rather than closing properly.
26. The Applicants also stated that two of the windows on the first floor of the property were not weathertight, that they had difficulties with the tumble dry setting on the washer dryer, which – combined with the issues with heating the Property – meant that they had difficulties being able to dry their clothes, and that Wi-Fi reception in certain parts of the Property was poor.
27. The Applicants stated that, although they only sent a couple of messages directly to the Respondent regarding issues relating to the Property, that they constantly messaged the maintenance company until they felt that their messages were being ignored. Consequently, as they stated that repairs were not being carried out at the Property, the Applicants stated that they began to withhold their rental payments.

The Respondent's submissions

28. The Respondent confirmed that the Property had previously been granted an HMO Licence, which had expired on 6 October 2023. She provided a copy of the licence, together with an email confirmation from Birmingham City Council that a new application had been made on 18 January 2024. She confirmed that she had not yet been granted the new licence but understood that there was a backlog with processing applications and had been informed by the Council that she could continue to let the Property as an HMO in the intervening period.
29. The Respondent stated that she had, initially, submitted a paper application to the Council in October 2023, but was informed that they no longer accepted the same. She stated that her father passed away on 9 October 2023 and that, due to her state of mind at the time, she failed to make the new application until January 2024. She confirmed that she had also failed to check, during this period, whether the tenants were paying their rent on time.
30. The Respondent confirmed that she had an agreement with maintenance contractors who dealt with the day-to-day maintenance of the Property. She provided, within her bundle, copies of invoices from Lotus Building Contractors relating to quarterly maintenance charges for the Property for the period 1 September 2023 through to 31 August 2024.
31. The Respondent confirmed that she had been aware of some issues with the boiler and had arranged for gas engineers to visit the Property on several occasions. She provided copies of five invoices in the bundle from Rapid Response Gas Services: an invoice dated 10 November 2023 (for a replacement ring on a heating return pipe), an invoice dated 12 December 2023 (for the replacement of an expansion vessel and zone valve), an invoice dated 5 January 2024 (for a Gas Safety check and the replacement of a faulty switch), an invoice dated 8 January 2024 (for a callout charge relating to system pressure) and, finally, an invoice dated 17 July 2024 for a replacement boiler.

32. In relation to the mould, the Respondent stated that the previous tenant in Room 1 had misused his shower which led to issues with mould within this room. She confirmed that he had vacated the Property in October 2023 but accepted that the problems with Room 1 had created an issue with mould in Room 2. She stated that she was aware that maintenance contractors had thoroughly cleaned Room 2 and had also provided Mr Davies with a dehumidifier. She stated that, following this, no further issues with mould had been referred to her. She did not accept that mould had affected any of the other rooms.
33. With regard to any fire safety issues, the Respondent stated that all of the rooms had been installed with fire doors and that the Property was fitted with smoke alarms. She stated that the Property had been given a Gas Safety certificate and was unsure as to why the Applicants referred to being able to smell gas.
34. In relation to the cooker, she stated that, after the tenants had left the property, the cooking range had been cleaned and it was noted that some of the burners had been full of oil, so any failure in the burners likely related to issues with the cleaning of the same by the tenants. She stated that the kitchen had only been installed in September 2023 and she was not aware of any fire safety issues relating to the same.
35. Regarding the washing machine, the Respondent submitted that she had only been informed of one problem and that she had arranged for an engineer to inspect the same. She also stated that the only person who complained about the Wi-Fi signal to her was Miss Abbimane. She stated that online checks were carried out in January and that she was informed that there were no issues with the broadband connection.
36. The Respondent stated that she had only ever directly received two emails from the tenants and that she had not been sent any messages relating to issues relating to the Property after January 2024. Accordingly, she stated that she believed that all matters had been resolved.
37. The Respondent contended that the Applicants had only made the RRO application, referring to issues with the condition of the Property in the same, as many of them were in serious rent arrears and wished to avoid having to pay the rent due under their tenancy agreements.
38. The Respondent stated that, due to her father's death, she had not checked whether the tenants had been making regular rental payments at the time. She stated that many of them were in serious rent arrears and that she was considering taking action against them for recovery of the same.
39. The Respondent had provided detailed rental payment schedules for each of the Applicants, together with details of payments actually received. This indicated that many of the Applicants had been in arrears. She also provided a copy of her mortgage statement for the Property, as well as copies of utility and broadband bills over the relevant period.

40. In relation to her financial circumstances, the Respondent confirmed that she owned five rental properties in Birmingham, four of which were HMOs. She stated that she had mortgages on all of the properties, which she had recently changed to interest only mortgages due to financial difficulties. She stated that, if she was required to make an RRO, she would need to rely on rental payments to be able to pay the same.
41. The Respondent confirmed that, in addition to rental income, she owned a translation company and had some savings, amounting to approximately £7,000. She submitted that an RRO over this figure would cause her to be in financial hardship.

The Tribunal's Deliberations

42. In reaching its determination the Tribunal considered the relevant law, in addition to all of the evidence submitted and briefly summarised above.
43. Prior to being able to make a rent repayment order under the Act, the Tribunal must be satisfied "*beyond reasonable doubt*" (under section 43) that the Respondent has committed one or more of the offences referred to in section 40(3) of the Act.
44. Based on the evidence provided, the Tribunal noted that the Property was without a licence from 7 October 2023 (the day after the previous licence expired) and that no application had been made for a new licence until 18 January 2024. The Tribunal was satisfied that, during these dates, the Property was being occupied by all of the Applicants, so was a licensable HMO.
45. The Tribunal was also satisfied that the Respondent was the landlord and both the "*person having control*" and the "*person managing*" the Property in accordance with section 263 of the 2004 Act.
46. Consequently, the Tribunal found that it could make an RRO, having been satisfied beyond reasonable doubt that the Respondent had committed an offence under section 72(1) of the 2004 Act during the period 7 October 2023 to 17 January 2024 (inclusive), after which date the Respondent had a defence under section 72(4)(b) of the 2004 Act as a valid application for a licence had been made by her.

Reasonable Excuse for Failure to Licence

47. The Respondent did not specifically rely on a defence of "*reasonable excuse*" under section 72(5) of the 2004 Act, however, the Tribunal considered whether the circumstances described by the Respondent would have amounted to the same. The Tribunal found that they did not.
48. Although the Respondent stated that she had, initially, made a paper application, she did not refer to this causing any serious delay in her making an online application in good time.

49. In addition, although the Tribunal accepted that her father's death might have caused a short delay in her making a further application online, the Tribunal found that this should not have delayed the Respondent for a period of over 3 months, especially when she was clearly aware of her duty to have a licence, the Property having been previously licensed.

Amount of the Order

50. The Tribunal was able to make an RRO, having been satisfied that: an offence had been committed under section 72(1) of the 2004 Act between the dates of 7 October 2023 and 17 January 2024 (inclusive), that the offence had been committed within the twelve months preceding the date of the application and that, whilst the offence had been committed, the Applicants had paid rent to the Respondent from their own funds.
51. Taking into account the guidance given by the Chamber President, The Hon Mr Justice Fancourt, in the decision by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 0244 (LC) (*Williams*), the Tribunal noted that the correct approach when considering what amount of repayment order is reasonable in any given case was for the tribunal to consider “*what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions*”.
52. The Tribunal also noted the decision in *Williams* confirmed that the tribunal should have particular regard to the conduct of both parties (including the seriousness of the offence committed), the financial circumstances of the landlord, whether the landlord had at any time been convicted of a relevant offence and “*any other factors that appear to be relevant*” [paragraph 50].
53. The maximum amount paid by the Applicants during the period of the offence varied, as not only were the monthly rental figures different for each room (see the fourth column of the Table), but also many of the Applicants had not made the payments due under their tenancies, so were in arrears.
54. Although some of the Applicants had made payments after 18 January 2024, which they stated related to the payment of rents during the period of the offence, the Tribunal found that these could not be taken into account, as confirmed by the Court of Appeal in *Kowalek & Anor v Hassanein Ltd* [2022] EWCA Civ 1041 (*Kowalek*), in which Lord Justice Newey, upholding the reasoning of the Upper Tribunal, stated at paragraph 26:
- “I agree with the Deputy President that the maximum amount of a rent repayment order must be determined without regard to rent which, while it might have discharged indebtedness which arose during the period specified in section 44(2), was not paid in that period.”*
55. In relation to payments made by Miss Simms, although the evidence provided by the Respondent following the hearing confirmed that Purple Frog (the agent) could not locate payments of “£260.69 and £590.95 within the specified period

... from Amel Simms” (£260.69 and £590.95 being the monthly payments due under Miss Simms’ tenancy agreement for part of September and the whole of October respectively), the additional evidence provided from Miss Simms (also from Purple Frog) indicated that she had paid a sum of £650.00, £550.00 which was held as a deposit and £100.00 of which had been forwarded to the Respondent in September 2023.

56. As this payment was said to have been made in September 2023, and Miss Simms’ initial monthly payment for the period 19 September 2023 to 30 September 2023 should have been for £260.69, the Tribunal was satisfied that this payment would not have covered any of the rent due during the period of the offence.
57. Taking into account all of the above, the total rental payments made by each of the Applicants during the period of the offence are set out in the fifth column of the Table. The amounts detailed are based on the information received from both parties, as agreed at the hearing (bar the information relating to Miss Simms as stated above), but include the apportionments for rental payments received for the months of October 2023 and January 2024. (The Table does not include any payments made for deposits, which are separate and distinct from payments made for rent.)
58. The Tribunal deducted from those *maximum* sums any element of those sums which represented payment for utilities and services which, as Judge Cooke stated in *Acheampong v Roman and others* [2022] UKUT 239 (LC), “*only benefited the tenant*” [para 20]. Under the tenancy agreements, the Respondent was responsible for the gas, electricity, water, TV and internet services. The Tribunal was satisfied that all of these utilities and services were solely for the benefit of the tenants. The Tribunal found that mortgage payments, buildings insurance costs and payments made for maintenance contractors were not deductible.
59. Although the Respondent had calculated monthly deductions for utilities, a television licence and broadband connection in a schedule she had supplied within her bundle, the Tribunal recalculated these against the period of the offence apportioning the amounts due for partial months. Those figures are set out in the sixth column of the Table. The seventh column details the amount of rent paid by each of the Applicants during the relevant period having deducted those sums.
60. In relation to the amount of any order, the Tribunal found that the failure to obtain a licence was not the most serious type of offence the Respondent could have committed. The Tribunal accepted, however, that licensing requirements were necessary and that an order ought to be made to deter evasion. The Tribunal noted that, although the Respondent had a small portfolio of properties she let, there was no evidence to suggest that she had been convicted of any other offence and the Property was only without a licence/application for just over three months, during which time the Respondent’s father had passed away.
61. The Tribunal found that the evidence provided by both parties did indicate that there had been issues with the boiler from at least November 2023 to January

2024, with the boiler being replaced in July 2024. The Tribunal found that, although this was not a safety issue and the Respondent had arranged for various repairs, that it would have been a cause of serious inconvenience to the Applicants.

62. The Tribunal noted that the Respondent accepted that there had been a serious issue with mould in Room 2 and that Mr Davies had sought some medical assistance regarding a cough. Although the medical evidence did not confirm that Mr Davies' symptoms were a result of any mould in his room (the letter clearly referred to Mr Davies as suggesting a link), the Tribunal accepted that damp present within his room would not have assisted his recovery. The Tribunal noted that the Respondent had arranged for the room to be cleaned and had provided a dehumidifier.
63. With regard to mould in any of the other rooms, the Tribunal had not been provided any photographs of the same but accepted that there may have been some damp in some of the other rooms but did not consider that this was so serious that it should affect the amount of any RRO made.
64. In relation to fire safety, the Tribunal noted that the kitchen had been newly installed and a Gas Safety check had been carried out in January 2024, so found it was unlikely there was a gas leak or there were any serious fire safety issues with the cooking range. In addition, as the Property had previously been issued with an HMO licence – and without any corroborating evidence provided by the Applicants to support their statements – the Tribunal accepted that the Property was likely fitted with fire doors and smoke alarms.
65. The Tribunal did accept that there was a potential issue with the fire blanket and the lack of a fire extinguisher, both of which were referred to in the email sent by the tenants on 4 December 2023 to the Respondent. As the Property was a high-risk HMO, with eight tenants, the Tribunal found this was a serious concern.
66. Regarding the other matters referred to by the Applicants – issues with the Wi-Fi, the tumble-dryer settings, problems with two of the windows in adverse weather and the front door jamming – the Tribunal found that none of these issues in themselves were serious enough to have any impact on the amount of any RRO made, although the email sent in December did indicate that either the Respondent was not dealing with the Applicant's concerns in a responsible manner or that the maintenance company she was employing were not carrying out their duties effectively.
67. With regard to any poor conduct on the part of the Applicants, other than a comment made by the Respondent regarding the poor state of the Property at the end of the tenancies, for which she had not provided any corroborating evidence, the only other conduct referred to related to rent arrears.
68. The Tribunal noted that although rent arrears could be taken into account when considering the conduct of tenants in such matters, as confirmed in *Kowalek*, in this case the email sent by the tenants to the Respondent on 4 December 2023 clearly stated that, due to previous failures to remedy faults at the Property, the

tenants were not going to make any further payments until the issues raised were resolved. In those circumstances, and having found that there were some issues relating to the condition of the Property, the Tribunal determined it was not appropriate for this conduct to affect the amount of any order made.

69. Having considered all of the above, the Tribunal determined that all of the Applicants, other than Mr Davies, should be repaid 60% of the amount detailed in the seventh column of the Table. As Mr Davies had encountered a more serious issue with mould in his room, the Tribunal determined that he should be repaid 65% of the amount detailed in the seventh column of the Table. Accordingly, the amounts to be repaid are as follows:

- Keren Mambonzo – 60% of £1,767.39 = £1,060.43
- James Davies – 65% of £360.58 = £234.38
- Amel Simms – 60% of £1,000.79 = £600.47
- Jarntae Murray – 60% of £884.39 = £530.63
- Anoushka Abbimane – 60% of £1,825.98 = £1,095.59
- Shelton Tsvangirai – 60% of £295.06 = £177.04
- Ayoyimika Awoyemi – 60% of £1,473.72 = £884.23

70. As the total sum payable by the Respondent is less than £7,000.00 (and having taken into account her financial circumstances as set out by her at the hearing), the Tribunal finds that the RROs would not cause the Respondent financial hardship.

Order under Rule 13

71. The Tribunal can, on its own initiative, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 “*make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party...*”. In this matter, the Applicants had paid an application fee of £110 and a hearing fee of £220.

72. Having found that the Respondent had committed an offence and had no reasonable excuse to do so, the Tribunal finds it appropriate to make an order under Rule 13(2) and orders the Respondent to reimburse to each of the Applicants their share of both the application and hearing fee.

Appeal Provisions

73. If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M. K. GANDHAM

.....
Judge M K Gandham

Schedule of Applicants

- 1) Keren Mambonzo
- 2) James Davies
- 3) Amel Simms
- 4) Jarntae Murray
- 5) Anoushka Abbimane
- 6) Shelton Tsvangirai
- 7) Ayoyimika Awoyemi

Appendix

NAME	ROOM	TENANCY START DATE	MONTHLY RENT PAYABLE (in tenancy agreement)	RENT PAID DURING PERIOD OF OFFENCE RELATING TO RENT PAYABLE WITHIN THE PERIOD 7 OCTOBER 2023 to 17 JANUARY 2024 (inclusive)	SHARE OF UTILITIES, TV LICENCE AND BROAD-BAND *	RENT PAID LESS UTILITIES, TV LICENCE AND BROAD-BAND
Keren Mambonzo	8	18/09/23	£589.33	07 to 31/10/23 - £475.27 (being 25/31 of £589.33) 28/10/23 - £589.33 01/12/23 - £294.00 09/01/24 - £589.00 TOTAL - £1,947.60	£180.21	£1,767.39
James Davies	2	05/10/23	£590.95	11/10/23 - £540.79 TOTAL - £540.79	£180.21	£360.58
Amel Simms	5	19/09/23	£590.95	13/11/23 - £590.00 10/01/24 - £591.00 TOTAL - £1,181.00	£180.21	£1,000.79
Jarntae Murray	3	23/09/23	£589.33	07 to 31/10/23 - £475.27 (being 25/31 of £589.33) 25/10/23 - £589.33 TOTAL - £1,064.60	£180.21	£884.39
Anoushka Abbimane	6	03/10/23	£598.00	07 to 31/10/23 - £482.26 (being 25/31 of £598.00) 01/11/23 - £598.00 01/12/23 - £598.00 01 to 17/01/24 - £327.93 (being 17/31 of £598.00) TOTAL - £2,006.19	£180.21	£1,825.98
Shelton Tsvangirai	9	18/09/23	£589.33	07 to 31/10/23 - £475.27 (being 25/31 of £589.33) TOTAL - £475.27	£180.21	£295.06

Ayoyimika Awoyemi	7	25/09/23	£589.33	07 to 31/10/23 - £475.27 (being 25/31 of £589.33) November - £589.33 December £589.33 TOTAL - £1,653.93	£180.21	£1,473.72
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***Breakdown of Utilities**

Period of Offence - 7 Oct 2023 to 17 Jan24 (inclusive)
(25 days in Oct, 30 days in Nov, 31 days in Dec and 17 days in Jan – 103 days)

Water – 103/366 days x £510.72 = £143.73
TV licence – 103/366 days x £169.50 = £47.70
Broadband – 103/366 days x (£38.40 x12) = £129.68
Electricity & Gas: *From 16 Sep 23 (7/30 days x £238.82) - £55.72*
From 16 Oct 23 (31 days) - £351.27
From 16 Nov 23 (30 days) - £328.96
From 15 Dec 23 (31 days) - £351.55
From 16 Jan (2/31 x £512.27) - £33.05
Total during period of offence =£1,120.55

Total cost of utilities and services during period of offence = £1,441.66

£1,441.66 divided by 8 occupants = £180.21