



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

Case reference : **LON/00AY/HMB/2024/0006**

Property : **23 Coverley Point, Tyers Street, London
SE11 5NR**

Applicant : **Kieran David Parker**

Representative : **I/P**

Respondents : **(1) Jasmine Sun
(2) Li Li (also known as Li Xu and also
known as Crystal Lin) (Landlord)
(3) Extra Link Limited (Agent)**

Representative : **No appearance for (1) (2) or (3)**

Type of application : **Application for a rent repayment order
by tenant
Sections 40, 41, 43, & 44 of the Housing
and Planning Act 2016**

Tribunal members : **Judge Tagliavini
Mr Stephen Mason FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **19 January 2025**

DECISION

Decision of the tribunal

- (1) The tribunal makes a rent order in the sum of £10,560 which is jointly and severally payable by the first, second and third respondents within 14 days of this decision being sent to them by the tribunal.**
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The application

1. On 7 July 2024, the Tribunal received an application dated 7 July 2024 under section 41 of the Housing and Planning Act 2016 (the Act) from the applicant tenant seeking a rent repayment order (RRO).
2. The first respondent is an employee of the third respondent and both the first and third respondents act as agents of the second respondent, who is the landlord of the subject premise at **23 Coverley Point, Tyers Street, London SE11 5NR** ('the premises').
3. It is asserted by the applicant that the first, second and third respondents committed an offence of Harassment and Illegal Eviction contrary to section 1 of the Protection from Eviction Act 1977. Consequently, the Applicant seeks a RRO for a periods of 12 months in the sum of **£10,560.00**.

The hearing

4. At a face to face hearing, the applicant appeared in person. The respondents did not appear and were not represented. Further, none of the respondents had taken part in, or provided any documentation to the tribunal prior to the hearing or complied with its Directions, despite numerous letters having been sent by email to all three respondents and telephone calls made to the addresses and numbers provided.
5. Although the application named Extra Link Ltd as the respondent, this was substituted in the tribunal's directions with (1) Jasmine Sun and (2) Li XU. However, the tribunal considers it appropriate to reinstate Extra Link Ltd as a respondent being the named agent of the landlord as stated in the tenancy agreements and in view of the correspondence sent to all respondents by the tribunal.

The background

6. In a written Assured Shorthold Tenancy Agreement dated 5 March 2022 the landlord was named as Li Li and the agent as Extra Link Ltd. The agreement granted the applicant exclusive use of one room in a three

bedroom flat located in a local authority block of flats with shared use of the kitchen, bathroom and w.c. ('the premises') at a rent of £840 per month for a period of six months from 5 March 2022 to 4 September 2022 inclusive of utilities i.e. £20 per month for electricity and £20.00 per month for gas. At the end of this contractual term, the applicant continued in occupation as a statutory tenant. Subsequently, a further tenancy agreement was entered into for the same premises dated 13 April 2023 and said to be made between Ms. Crystal Lin of Extra Link Ltd ('the Agent') at a rent of £880 per month (exclusive of utilities) for the period 5 March 2023 to 4 September 2023.

7. In respect of both tenancy agreements the rent was directed to be paid into an account, the holder of which was named as Extra Link Ltd and this continued throughout the period of the applicant's occupation of the premises.
8. On 28 May 2024 at around 12.20 a.m. the applicant returned to the premises to find he was locked out and unable to access the front door to the flat as the lock had been changed and his key no longer worked to open it. In addition, on or about 30th May 2024 he found bags of his belongings had been bundled up and placed outside the front door of the premises. Despite attempts to contact the landlord and the landlord's agents no response was received and the applicant has been unable to re-enter the premises or continue with his occupation. Shortly after this event, the applicant found the same room being advertised as vacant on a letting website.
9. The applicant also asserted that in September 2023, he had been sexually harassed by a female member of the third respondent's staff known as Jasmine Sun. The applicant asserted that Ms Sun had asked to have sex with the respondent in return for a reduction in his rent. When the applicant refused she grabbed him by the shoulders and backed him up against the wall. The applicant got himself away from Ms Sun and locked himself in his room until she had left the flat. The applicant reported this incident to the third respondent's managing director Mr Eric An shortly afterwards and to the police in April 2024.
10. As well as providing the tribunal with an electronic hearing bundle of 53 pages the applicant and his witness Ms Anaa Ali Chohan gave oral evidence to the tribunal. The applicant told the tribunal that he first met Crystal Lin at the premises after he answered an advertisement on 'Spare Room' on 5 March 2022. Ms Lin identified herself as being from Extra Link Limited and agreed to enter into a tenancy with effect from that date.
11. The applicant occupied the premises with two other previously unknown persons and did not experience any difficulties with the condition of the flat or the respondents until September 2023 when Ms Jasmine Sun of Extra Link Limited sexually harassed him. Although the applicant

almost immediately reported this incident to Mr Eric An, who acknowledged the complaint but took no action to the knowledge of the applicant. The police provided him with a crime reference number but have not informed him of any action taken by them to investigate the complaint.

12. During the period September 2022 to January 2024, Crystal Lin visited the premises about once a month to collect post (bills and letters from the local authority) that arrived addressed to her or in the name of Li Xu. Ms Lin informed the applicant that she was also known as Li Xu. In January 2024, the applicant was informed Crystal Lin no longer worked for the second respondent and that his point of contact was now the first respondent Jasmine Sun.
13. The applicant told the tribunal that despite returning to the premises on 29th May 2024 he was still unable to gain entry and on 30th May 2024 found his possession in bags outside the front door of the flat. Despite repeated telephone calls to the first and second respondents, Ms Jasmine Sun and his former flatmates no response has been forthcoming from any of them. Subsequently, the applicant was forced to store the majority of his possession with his parents and 'sofa surf' until he was able to secure alternative accommodation in September 2024.
14. Mr Parker confirmed he had not been provided with any Notice of Intention to Seek Possession or given any other indication that his tenancy was terminated. The applicant's evidence was corroborated by the written and oral evidence Ms Anaa Ali Chohan who had visited the applicant at the premises and who he had contacted on being locked out of them.

The tribunal's decision

15. The tribunal is satisfied so that it is sure that the first and second respondents unlawfully evicted the applicant from the subject premises contrary to s.1 of the Protection from Eviction Act 1977 and that a rent repayment order should be made jointly and severally against the first, second and third respondents.

Reasons for the tribunal's decision

16. Section 41 of the Housing and Planning Act 2016 states:

(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.*

17. Section 1 of the Protection from Eviction Act states:

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

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

*(3)If any person with intent to cause the residential occupier of
any premises—*

*(a)to give up the occupation of the premises or any part thereof;
or*

*(b)to refrain from exercising any right or pursuing any remedy
in respect of the premises or part thereof;*

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

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

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

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

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

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

(3C)In subsection (3A) above “landlord”, in relation to a residential occupier of any premises, means the person who, but for—

(a)the residential occupier’s right to remain in occupation of the premises, or

(b)a restriction on the person’s right to recover possession of the premises,

would be entitled to occupation of the premises and any superior landlord under whom that person derives title.]

(6)Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he as well as the body corporate shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

18. The tribunal is satisfied so that it is sure that the second respondent was the landlord of the premises and employed the first and third respondents to act on her behalf as her agents.
19. The tribunal is satisfied so that it is sure the applicant was entitled to occupy the premises and that neither the first, second or third respondents lawfully terminated his statutory periodic tenancy before taking possession.
20. The tribunal is satisfied so that it is sure that the first, second and third respondents harassed and unlawfully evicted the applicant.

21. In considering the amount of the rent repayment order the tribunal should make, the tribunal had regard to the fact it had not received any evidence from the first, second or third respondents, either in defence of the allegations made or in mitigation of the amount of the RRO claimed by the applicant.
22. The tribunal is satisfied by the applicant's proof of payments of rent that he is entitled to recover the maximum 12 months' rent payable of £880 per month, totalling £10,560. No deductions for utility payments are required as the rent was exclusive of these sums and in the absence of any evidence from the respondents, the tribunal sees no reason to make any deductions.
23. The tribunal considers the respondents' conduct to be of the most serious and reprehensible nature for which no explanation has been offered. The tribunal accepts the applicant paid his rent in full and was a responsible and desirable tenant as demonstrated by the willingness of the first and second respondent to renew his tenancy agreement and to permit his continued occupation as a statutory periodic tenant.
24. Therefore, in all the circumstances the tribunal makes an award of the maximum amount of £10,560 representing 12 months' rent at £880 per month and without any deductions.

Name: Judge Tagliavini

Date: 19 January 2025

Rights of appeal

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

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

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