FIRST - TIER TRIBUNAL

**PROPERTY CHAMBER (RESDENTIAL PROPERTY)**



**Case Reference : CAM/38UC/HMJ/2024/0005**

**Property : 261A Banbury Road, Oxford, OX2 7HN**

**Applicants : Ya-Ling Hsiao and Ernesto**

**Carrella**

**Represented by : Jamie McGowan, Justice for Tenants**

**Respondents : (1)Ladbrokes Betting & Gaming Limited**

**(2) Zakir Mumtaz**

**Type of Application : Application by Tenant for rent**

**repayment order. Sections 40,41, 43**

**& 44 of the Housing and Planning Act**

**2016**

**SECTION 21(1)(a) LEASEHOLD REFORM ACT 1967**

**DETERMINATION OF THE PRICE PAYABLE FOR A FREEHOLD**

**Tribunal : Judge Bernadette MacQueen**

**Mr R. Thomas, MRICS**

**Date of Hearing : 25 February 2025**

**Date of Decision : 3 March 2025**

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# DECISION

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**DECISION**

1. The Tribunal finds that the Respondents have committed the offence of failing to license a House in Multiple Occupation (HMO) under the provisions of section 95(1) of the Housing Act 2004, and that accordingly a rent repayment order in favour of the Applicants can be made. The Tribunal makes a rent repayment order of £5,682.19 for the period 10 January 2023 to 15 May 2023 against the First Respondent, Ladbrokes Betting & Gaming, and for £1,445 for the period 10 June 2023 to 9 July 2023 against the Second Respondent, Zakir Mumtaz. These amounts must be paid by the Respondents to the Applicants within 28 days of the date of this decision.
2. The Tribunal also orders the reimbursement of the Tribunal fees (application and hearing fees) and this amount must be paid by the Respondents to the Applicants within 28 days of the date of this decision. Each Respondent shall pay half of the total amount each.

**Background**

1. By application dated 1 March 2024 the Applicants made an application for a Rent Repayment Order (RRO) under section 41 of the Housing and Planning Act 2016 (the Act) in relation to 261A Banbury Road, Oxford, OX2 7HN (the Property). The Tribunal found that the application had been brought in time because the Application was dated 1 March 2024 and was received by the Tribunal on 5 March 2024. This means that the alleged offence was being committed within the 12 month period ending with the day on which the application was made.
2. The Applicants stated that they paid rent of £8,800 for the Property during the period 10 January 2023 to 9 July 2023. The Applicants alleged that the Property was not licensed under the relevant Oxford City Council selective licensing scheme and therefore the Respondents were committing an offence under section 95(1) Housing Act 2004, namely of having control of or managing a house which was required to be licensed but was not so licensed.
3. The Directions made on 8 October 2024 required each party to prepare a bundle of relevant documents and send these to each party and the Tribunal. The Applicants provided a bundle of documents that consisted of the 435 pages. The Respondents did not provide any documents to the Applicants or the Tribunal.

**The Hearing**

1. The Hearing on 25 February 2025 took place via Cloud Video Platform (CVP).
2. The Applicants attended and were represented by Jamie McGowan, Justice for Tenants. The Respondents did not appear and were not represented. Further, they did not provide the Tribunal with an explanation for this non-attendance nor for their non-compliance with the Tribunal’s directions.
3. The Tribunal waited until 10.05am to allow the Respondents additional time to attend; however, the Respondents did not attend. The Tribunal was satisfied that the application had been properly served on the Respondents and that they were aware of the hearing. The Tribunal noted, in particular, that the Tribunal had written to the Respondents to notify them of the hearing date. Further, the Applicants confirmed that they had emailed the Respondents and had also sent hard copy documents by post.
4. Further, with regards to the First Respondent, the Tribunal noted that the First Respondent had contacted the Tribunal on 19 February 2025 to ask for the hearing to be adjourned. The Tribunal had refused that request and the Respondents were told that the hearing would be proceeding. The First Respondent was therefore aware of the Hearing and had not provided the Tribunal with any explanation for non-attendance.
5. With regards to the Second Respondent’s non-attendance, Ernesto Carrella told that Tribunal that on 2 December 2024, after he had taken his children to school, Zakir Mumtaz saw him in the street. Ernesto Carella was walking and Zakir Mumtaz was in his car. Ernesto Carella told the Tribunal that Zakir Mumtaz had the bundle of RRO Tribunal paperwork printed and said to Ernesto Carella that he was going to make his life very difficult. The Tribunal accepted the evidence of Ernesto Carrella and found, therefore that the Second Respondent was aware of the hearing.
6. The Tribunal, being satisfied that the Respondents were aware of the hearing, determined that it was in the interest of justice to proceed in the Respondents’ absence. In reaching this decision, the Tribunal considered rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the Rules) which provides that the Tribunal may proceed with the hearing in a party’s absence if satisfied that the party has been notified of the hearing, or that reasonable steps have been taken to notify the party of the hearing, and it is in the interest of justice to proceed. The Tribunal was satisfied that the Respondent had been notified of the hearing date by the Tribunal and the Applicants. Further, the Tribunal considered rule 3(2)(a) and 3(2)(e) which provides that the Tribunal must deal with cases proportionately and avoid delay. The Respondent had not provided any evidence to the Tribunal; however, the Applicants had attended the hearing and were represented, and the Tribunal was ready to hear the case. The Tribunal was therefore satisfied that it was in the interest of justice to proceed.
7. Sometime after the hearing had started, at approximately 11.20am, Zakir Memtaz joined the CVP hearing. The Tribunal asked him to confirm his name; however, he made no reply and then immediately left the hearing. The Tribunal paused the hearing to see if Zakir Memtaz would rejoin; however, he did not and so the hearing continued. The Tribunal did not receive any further communication from Zakir Memtaz and no explanation was received as to why he joined and then left the hearing.

**Additional Documents**

1. At the start of the hearing, the Tribunal considered the application made by the Applicants on Form Order 1 dated 27 January 2025, which asked the Tribunal’s permission for the Applicants to adduce additional evidence. The Applicants told the Tribunal that on 15 January 2025, after the date evidence should have been exchanged, they received from Oxford City Council additional information about the condition of the Property. The Applicants confirmed that the application and documents had been sent to the Respondents.
2. The Tribunal was satisfied the documents had been sent to the Respondents in advance of the hearing. Further, the Tribunal found that there was therefore no prejudice to the Respondents, and, taking into consideration rule 3 of the Rules, allowed the documents to be included. The additional documents consisted of notes from an inspection of the Property which was made by Oxford City Council on 25 January 2023, which was relevant evidence for the Tribunal to consider.

**The Law**

1. Section 41(1) Housing and Planning Act 2016 states:

“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”

16. Section 43(1) Housing and Planning Act 2016 states:

“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 had been convicted)”

17. Section 40(3) Housing and Planning Act 2016 defines “an offence to which this Chapter applies” by reference to a table. The offence under section 95(1) Housing Act 2004 (control or management of unlicensed house) is within that table.

**Control or Management of Unlicensed HMO**:

18. Section 95(1) Housing Act 2004 provides:

“A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part but is not so licensed.”

**Oxford City Council - Selective Licensing Scheme**

1. Oxford City Council, in exercise of their powers under section 80 of the Housing Act 2004, designated an area within the district of Oxford City Council as subject to selective licensing. This area was shaded on the map attached to the scheme and included the ward of Summertown, the area in which the Property was situated. The scheme came into force on 1 September 2022 and will cease to have effect on 31 August 2027.

20. This selective licensing designation applies to any house which is let or occupied under a tenancy or licence within the area. “House” is defined within section 99 of the Housing Act 2004 as “a building or part of a building consisting of one or more dwellings”. Section 99 defines “dwelling” as “a building or part of a building occupied or intended to be occupied as a separate dwelling”. Further, any references to a house include (where the context permits) any yard, garden, outhouses and appurtenances belonging to, or usually enjoyed with, it (or any part of it). The scheme specifies exceptions by which the selective licensing scheme will not apply; however, none of these exceptions is applicable to the Property. For completeness, the exceptions are a house in multiple occupation, a tenancy or licence granted by a registered social landlord, a house subject to an interim or final management order, a house subject to a temporary exemption under section 86 of the Housing Act 2004, or where the tenancy or licence is exempt under the Act (79(4)) or the occupation is of a building or part of a building which is so exempt.

21. The Applicants submitted that the Property was required to be licensed under the selective licensing scheme and was not so licensed. In particular, at pages 16 and 23 of the bundle, Joseph Gould, an Environmental Health Officer employed by Oxford City Council, confirmed that the Property was required to be licensed.

**Tribunal Finding - House which is required to be licensed but is not so licensed.**

1. The Tribunal accepts the evidence of the Applicants, and in particular that of Joseph Gould, Environmental Health Officer in the Private Sector Safety Team of Oxford City Council, and finds that the Property was a house that was required to be licensed under the Oxford City Council selective licensing scheme. The Property was within the Summertown ward and therefore the licensing scheme applied.

**Person having Control of or Managing**

1. The section 95(1) offence is committed by the person having control/managing the Property. Section 263(1) Housing Act 2004 defines “person having control” in relation to the premises as meaning:

“the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.”

1. Person managing is defined by section 263(3) Housing Act 2004 as

“the person who, being an owner or lessee of the premises–

(a)  receives (whether directly or through an agent or trustee) rents or other payments from–

(i)  in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii)  in the case of a house to which Part 3 applies (see section 79(2), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b)  would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.

1. The Applicants submitted that the First Respondent, Ladbrokes Betting & Gaming Limited, were the immediate landlord for the period 10 January 2023 until 16 May 2023. At that point, the First Respondent sublet the Property to Zakir Mumtaz and he became the immediate landlord.
2. It was the Applicants’ position that the First Respondent was the person having control as they were named as the immediate landlord in the Assured Shorthold Tenancy agreement (pages 240 to 265 of the bundle). They were the beneficial owner of the Property and this was shown by the Land Registry title (pages 361 to 364 (Freehold) and pages 365 to 368 (Leasehold) of the bundle. The First Respondent was therefore the person who received or would so receive the rack-rent if the premises were let.
3. The Applicants stated that the Second Respondent was the person having control from 16 May 2023. The Applicants stated in their witness statements (pages 32 and 33 of the bundle) that, on 18 May 2023, Zakir Mumtaz appeared at the Property and notified the Applicants the he was the new landlord. Further, the Applicants told the Tribunal that the First Respondent’s agent told them that the First Respondent had sub-let the whole of their lease (which included the Property) to the Second Respondent commencing on 16 May 2023. The Applicants produced a section 48 Landlord and Tenant Act 1987 notice which confirmed Zakir Mumtaz as the landlord and a section 8 notice also stating that Zakir Mumtaz was the landlord (pages 162 to 165 of the bundle). Additionally, the Applicants paid their rent directly to Zakir Mumtaz’s bank account.
4. The Applicants therefore submitted that the First Respondent was the person having control/managing the Property for the period 10 January 2023 until 16 May 2023 and that the Second Respondent was the person having control/managing the Property for the period 16 May 2023 until 1 August 2023 when the Applicants left the Property.
5. The Applicants further submitted that the First Respondent was also the person managing the Property as they were the owner of the Property and received the rent from the Applicants for the period 10 January 2023 to 16 May 2023 and the same was true of the Second Respondent for the period from 16 May 2023 until the tenancy ended on 1 August 2023.

**Tribunal Findings – Person Having control/Managing Property**

1. The Tribunal accepts the evidence of the Applicants and finds that the First Respondent was the person having control/managing the Property for the period 10 January to 16 May 2023 and the Second Respondent was the person having control/managing the Property for the period 16 May 2023 until the tenancy ended on 1 August 2023.

**Relevant Period and Rent Paid**

1. The Applicants provided bank statements showing the rent payments they had made (pages 302 to 359 of the bundle). The Applicants confirmed to the Tribunal that they made four rent payments of £1,700 per month for the period of 10 January 2023 to 9 May 2023. Rent of £1,700 was paid to the First Respondent for the period 10 May 2023 until 9 June 2023; however, it had been on 16 May 2023 that the Second Respondent had become the person having control/managing the Property. Therefore, on 31 May 2023, the First Respondent had refunded the Applicants for the period 16 May 2023 to 9 June 2023. This meant that the Applicants had paid £302.74 to the First Respondent for the period 10 May 2023 until 15 May 2023. The total rent paid to the First Respondent for the period 10 January 2023 until 15 May 2023 had therefore been £7,102.74.
2. Regarding the rent paid to the Second Respondent, it was the Applicants’ evidence that they paid £1,700 for the period 10 June 2023 until 9 July 2023.
3. The Applicants confirmed that they were not in receipt of a housing element of universal credit or Housing Benefit.
4. The Applicants made an oral application at the hearing to include an additional amount of £1,700 for the period 10 July 2023 until 1 August 2023. The Applicants made this application on the basis that they had agreed to leave the Property on 1 August in lieu of one month’s rent.

**Tribunal Findings - Relevant Period and Rent Paid**

1. The Applicants are entitled to recover any rent paid in any 12 months during which the offence was committed.
2. Whilst the Tribunal accepts that the Applicants remained in occupation until 1 August 2023 and that this was in lieu of rent being paid, the Tribunal finds that it would not be appropriate to allow an amendment to the application at this late stage. The reason for this is that the application made by the Applicants was brought on the basis of rent paid for the period 16 May 2023 to 9 July 2023. Whilst the Tribunal acknowledges that the Respondents have not engaged in the Tribunal proceedings, they were not given notice of this amendment in advance of the hearing and therefore have not had the chance to comment on it. The Tribunal therefore finds that to allow the Applicants to amend their claim period to include an additional months’ rent would not be in the interest of justice.
3. The Tribunal therefore determines that the relevant period and maximum amount of rent is as follows:

|  |  |  |
| --- | --- | --- |
| **Respondent** | **Relevant Period** | **Maximum Amount of Rent** |
| Ladbrokes Betting & Gaming | 10 January 2023 until 15 May 2023 | £7,102.74 |
| Zakir Mumtaz | 10 June 2023 until 9 July 2023 | £1,700 |

**Statutory Defence and Reasonable Excuse (Section 95(3) and (4)).**

1. Sections 95(3) and (4) of the Housing Act 2004 set out relevant defences which the Tribunal must consider. The burden of proof in relation to this is on the Respondents and the relevant standard of proof is on a balance of probabilities.
2. The Respondents have not provided the Tribunal with any evidence; however, the Tribunal considered whether a defence under section 95(3) and/or (4) nevertheless arose.
3. In proceedings against a person for an offence under subsection 95(1), section 95(3) provides that it is a defence that, at the material time–

“(a)  a notification had been duly given in respect of the house under section 62(1) or 86(1) [temporary exemption from licensing requirements], or

(b)  an application for a licence had been duly made in respect of the house under section 87.

1. The Tribunal accepts the evidence of Joseph Gould, Environmental Health Officer employed by Oxford City Council, at pages 16 and 23 of the bundle, and finds that an application for a selective licence or a temporary exemption notice had not been made. The Tribunal therefore finds that a statutory defence does not arise.
2. Section 95(4) provides that in relation to an offence under section 95(1) it is a defence if the Respondents had a reasonable excuse for having control of or managing the house without a licence. The Tribunal has considered the evidence before them and notes that both Respondents had an agent. However, no details were provided of the contractual relationship between the Respondents and the agent. The Tribunal therefore finds that the obligation was on the Respondents to ensure that an application for a licence was properly made. Considering all the evidence before the tribunal, the Tribunal finds, on a balance of probabilities, that the Respondent did not have a reasonable excuse.

**Offence Under section 95(1) Housing Act 2004**

1. The Tribunal is therefore satisfied beyond reasonable doubt that the First and Second Respondents have committed the offence of having control/management of a house which was required to be licencsd for the respective periods as set out above, but was not so licensed.

## Should the Tribunal Make a Rent Repayment Order (RRO)?

## 44. Section 43 of the Housing and Planning Act 2016 provides that the Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed. The decision to make a RRO award is therefore discretionary. However, because the offence was established, the Tribunal finds no reason why it should not make a RRO in the circumstances of this application.

**Ascertaining the Whole of the Rent for the Relevant Period**

1. For the reasons set out above, the rent for the relevant period is:

|  |  |  |
| --- | --- | --- |
| **Respondent** | **Relevant Period** | **Maximum Amount of Rent** |
| Ladbrokes Betting & Gaming | 10 January 2023 until 15 May 2023 | £7,102.74 |
| Zakir Mumtaz | 10 June 2023 until 9 July 2023 | £1,700 |

**Deductions for Utility Payments that Benefit the Tenant**

1. The Applicants confirmed that they were responsible for utility payments. The Tribunal accepts this evidence and in particular notes the evidence produced by the Applicants of the protracted communication they had with electricity suppliers whilst trying to sort out the amount they had to pay (an example of such correspondence is at page 18 of the bundle).
2. The Tribunal therefore makes no deduction for utility payments from the rent paid.

**Determining the Seriousness of the Offence to Ascertain the Starting Point**

48. The Tribunal had to consider the seriousness of the offence compared to other types of offences for which a RRO could be made, and also as compared to other examples of the same offence.

49. In determining the seriousness of the offence, the Tribunal adopted Judge Cooke’s analysis in Acheampong v Roman [2022] that the seriousness of the offence could be seen by comparing the maximum sentences upon conviction for each offence. Using this hierarchical analysis*,* the relevant offence of having control or managing an unlicensed house would generally be less serious. However, the Tribunal had to consider the circumstances of this particular case as compared to other examples of the same offence.

**Conduct of Landlord and Tenant**

50. The Applicants identified a number of areas they wished the Tribunal to consider regarding the seriousness of the offence and the conduct of the Respondents. In particular, in relation to the First Respondent, the condition of the Property and in relation to the Second Respondent, the unannounced visits and alleged harassment.

51. The Applicants confirmed that they paid their rent on time and reported issues that they had to the landlord’s agent, and this was documented within the bundle.

52. Turning to the specific headings the Applicants asked the Tribunal to consider, the Applicants stated as follows:

**Handover Arrangements**

53. The Applicants told the Tribunal that they had not been informed about the Second Respondent becoming their landlord. Further, the Applicants’ deposit has not been returned to them and so they had had to pursue this through the Tenancy Deposit Scheme. It was the First Respondent who was ordered to repay the deposit. The Tribunal therefore finds that the First Respondent did not make adequate arrangements to ensure that the deposit was dealt with when the Property was sublet to the Second Respondent.

**Fire Safety**

54. Ernesto Carrella gave evidence to the Tribunal that when they had arrived at the Property and turned on the heater, the switch and fuse had burned out, which had destroyed part of the wall. A photograph of the damage was at page 29 of the bundle. The Applicants had to spend the first few days of their tenancy in a hotel, which was later reimbursed by the landlord. Ernesto Carella told the Tribunal that when they had moved back to the Property, the radiators still did not work so they had had to use portable heaters, which were expensive to run. This issue had been exacerbated because the Property was wrongly registered on a commercial electricity tariff.

55. The Applicants gave evidence that one of the door hinges at the Property had become loose and the door had come off its frame. A photograph of this was at page 112 of the bundle. Further, the wooden component of the entrance door frame had been loose and the Applicants stated that they had reported this to the landlord’s agent on 1 April 2023. Following a repair, the door had fallen as one of the Applicants’ children opened it. The Applicants told the Tribunal (page 115 of the bundle) that the nails used had been too short and the door frame had been rotten so that the wood filler did not hold the nails. Further, at page 95 of the bundle, the Applicants told the Tribunal that the kitchen door did not shut and that this had been a fire safety concern because if a fire had started in the kitchen the door would need to be able to shut to contain the fire.

56. The Tribunal accepts the evidence of the Applicants and finds that the damage caused by the heater and the doors not being fixed as set out above are aggravating factors.

**Condition of the Property**

57. Ernesto Carrella told the Tribunal that when he and his family had moved into the Property, the garden had been littered with debris. The Applicants produced a photograph at page 28 of the bundle, which showed the debris that had been in the garden. The Applicants stated that the debris had included car tyres, a portable toilet, an abandoned motorcycle and used needles. The Applicants told the Tribunal that they had asked for the garden to be cleared before they had moved into the Property but this had not happened.

58. Additionally, Ernesto Carrella told the Tribunal that there had been mould and water damage as the shower head was broken and the toilet water tank dripped which had caused mould to grow. The Applicants further told the Tribunal that the water in the bathroom was either scalding hot or freezing cold which had made showers impossible.

59. The local authority (Oxford City Council) had attended the Property and produced an inspection report. This report was dated 25 January 2023 and highlighted a number of issues, in particular the lack of arrangement for domestic refuse, missing part of the handrail for the stairs, a gap at the bottom of the entrance door which allowed rodents to enter the Property, poor fitting doors and the front entrance not having keyless access.

60. The Tribunal accepts the evidence of the Applicants and finds that the Property condition as set out by the Applicants is an aggravating factor. The Tribunal accepts the inspection report completed by the local authority and the hazards identified in that report which included the entrance door having a gap so that rodents could enter and the fire safety issues which included doors not fitting properly and the entrance door to the property, which was also the fire exit, not having keyless access.

**Second Respondent**

61. The Applicants told the Tribunal that they had not been told that the First Respondent was subletting the Property until an unfamiliar individual, who they later found to be the Second Respondent, had come to the Property asking for access to complete a survey. The Applicants stated that they had been told sometime later by the agent, Entain, that the Second Respondent had taken over the Property on 16 May 2023. The Applicants further stated that, on 18 May 2023, the Second Respondent had returned to the Property, explained that he was the new landlord and handed the Applicants an eviction notice.

62. At page 162 of the bundle, the Applicants produced the section 48 Landlord and Tenant Act 1987 notice they had been served with on 18 May 2023 which confirmed that the Second Respondent was the landlord. Further at page 164 of the bundle, the Applicants produced a notice given under section 8 Housing Act 1988, dated 18 May 2023. The notice had required the Applicants to leave the Property because it was overcrowded. However, the Applicants told the Tribunal that they had taken advice and had been told that the eviction notice was not served lawfully because the Property was not overcrowded. The Applicants produced at page 47 of the bundle an introductory letter from the letting agent which stated that the Property was let to 2 adults, along with their dependents. The Applicants were complying with this condition.

63. The Applicants told the Tribunal that on 23 May 2023, the Second Respondent had come to the Property unannounced and attempted to use an angle grinder to cut the padlock on the gate to the Property stating that he had the right to access the garden. At pages 166 and 168 of the bundle, the Applicants produced photographs of the Second Respondent at the Property with an angle grinder. At page 167, the Applicants produced a photograph showing the padlock with the damage caused by the angle grinder. The Applicants had reported this incident to the police.

64. Following this incident, the Applicants had contacted Oxford City Council, and Jackie Mogridge, a tenancy relations officer of the Council, had telephoned the Second Respondent to give advice about not entering the Property. However, the Applicants gave evidence that the Second Respondent had returned to the Property at 7pm on 23 May 2023 (the same day) to tell the Applicants that he had not entered the flat and therefore denied that he had attended the Property unannounced. Following this, Jackie Mogridge had written to the Second Respondent on 24 May 2023 (page 201 of the bundle) to again advise that he must not attend the Property unannounced.

65. Whilst outside of the relevant period, the Tribunal notes the evidence given by the Applicants in relation to the December 2024 exchange as set out at paragraph 10 above.

66. The Tribunal accepts the evidence of the Applicants as to the section 8 notice and the unauthorised visits to the Property and finds that attending the Property with an angle grinder to cut a lock is particularly serious.

**Tribunal Findings**

67. The Tribunal accepts the evidence given by the Applicants. The Tribunal finds that had the Property been properly licensed, the local authority would have inspected the Property and the breaches, particularly with regard to the fire safety concerns, would have had to be rectified before a licence was granted.

**Financial Circumstances of Respondent Landlord**

68. The Tribunal was not presented with any evidence from either Respondent that they would not be able to meet any financial award the Tribunal made.

**Whether Respondent Landlord has been convicted of offence**

69. The Tribunal was not presented with any evidence that either Respondent had any convictions identified in the table at section 45 Housing and Planning Act 2016.

**Quantum Decision**

70. Taking all of the factors outlined above in account, the Tribunal finds that this licensing offence is not the most serious under the 2016 Act. The Tribunal concludes that the starting point for an offence of this nature would be around 60%. However, taking the factors of this particular case into account and considering the findings made above, the Tribunal increases this amount to an award of 80% against the First Respondent and 85% against the Second Respondent.

71. The Tribunal therefore makes the following Rent Repayment Orders:

First Respondent:

Total rent paid £7,102.74

80% of which gives a **total amount of £ 5,682.19**

Second Respondent:

Total rent paid £1,700

85% of which gives a **total amount of £1,445**

72. The Tribunal orders that the payment be made in full within 28 days.

**Application/Hearing Fees**

73. The Applicants asked the Tribunal to make an order that the application and hearing fees paid by the Applicants are refunded by to them by the Respondents.

74. Given that the Tribunal has made a RRO, the Tribunal exercises its discretion to order that the Respondents must pay the Applicants’ application and hearing fees. As a RRO has been made against both the First and Second Respondent, each Respondent shall be responsible for paying half to the Applicants. This amount shall be paid within 28 days.

**Judge Bernadette MacQueen Date: 3 March 2025**

**ANNEX – RIGHTS OF APPEAL**

1. 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 at the Regional Office which has been dealing with the case.
2. 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.
3. If the application is not made within the 28-day time limit, such application must include a request to 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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie 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.