FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AY/HMF/2024/0634**
Property	**:**	**Flat 3, 139A Coldharbour Lane, London SE5 9NU**
Applicants	**:**	**(1) Reem Sultan** **(2) Kianna Offord** **(3) Oliver Orders**
Respondent	**:**	**Mohammed Ayaz**
Type of Application	**:**	**Application for a rent repayment order by tenant**
Tribunal	**:**	**Judge Nicol** **Mrs A Flynn MA MRICS**
Date and Venue of Hearing	**:**	**28th March 2025;** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**28th March 2025**

DECISION

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1. **The Respondent shall pay to the Applicants a Rent Repayment Order totalling £18,720, broken down as follows:**
   - **(a) Reem Sultan: £6,480**
   - **(b) Kianna Offord: £5,760**
   - **(c) Oliver Orders: £6,480**
2. **The Respondent shall also reimburse the Applicants their Tribunal fees totalling £330.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicants resided at Flat 3, 139A Coldharbour Lane, London SE5 9NU, a 3-bedroom top-floor flat in a 3-storey house, from 1st October 2022 to 30th September 2023.

2. The Respondent is the freehold owner of the building (he has let the other two flats on 125-year leases) and named as the landlord in the Applicants' tenancy agreement. His agents are Bluestone Properties.

3. The Applicants seek rent repayment orders ("RROs") against the Respondent in accordance with the Housing and Planning Act 2016 ("the 2016 Act").

4. The Tribunal issued directions on 2nd July 2024, amended on 6th December 2024. There was a face-to-face hearing of the application at the Tribunal on 28th March 2025. The attendees, representing themselves, were:

   - Two of the Applicants, Ms Sultan and Ms Offord; and
   - The Respondent.

5. The documents available to the Tribunal consisted of:

   - A bundle of 235 pages from the Applicants;
   - A bundle of 72 pages from the Respondent;
   - A 5-page Reply from the Applicants; and
   - A skeleton argument from each party.

The offence

6. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicants alleged that the Respondent was guilty of having control of or managing an HMO (House in Multiple Occupation) which is required to be licensed but is not so licensed, contrary to section 72(1) of the Housing Act 2004 ("the 2004 Act").

7. The local authority, the London Borough of Lambeth, designated its entire area for additional licensing of HMOs with effect from 9th December 2021 until 8th December 2026. It applies to HMOs occupied by three or more persons in two or more households.

8. The Respondent put forward two grounds of defence:

   (a) He argued that the building as a whole did not qualify as an HMO. However, the correct unit to consider is the flat occupied by the three Applicants and, taken by itself, there is no doubt that it satisfies the definition in section 254 of the 2004 Act, subject to the next point.
   (b) He further argued that the Applicants constituted a single household, contrary to section 254(2)(b) of the 2004 Act. However, under section 258(2), persons are to be regarded as not forming a single household

unless they are all members of the same family or they satisfy a prescribed description. The Respondent's argument was that they all came together as friends, under a single tenancy, but that does not satisfy the statutory definition. The Respondent said he thought two of the Applicants were a couple but he had no evidence of this and the Tribunal accepted the Applicants' evidence that none of them were in a relationship with one of the others nor did they suggest otherwise to anyone.

9. A further potential defence is that the Respondent's mistaken understanding as to whether the property was an HMO constitutes a reasonable excuse under section 72(5). In accordance with the decision of the Upper Tribunal in *Marigold v Wells* [2023] UKUT 33 (LC); [2023] HLR 27, in considering whether a landlord had a reasonable excuse for failing to comply with a licensing requirement, the Tribunal must:

(a) establish what facts the landlord asserts give rise to a reasonable excuse;
(b) decide which of those facts are proven; and
(c) decide whether, viewed objectively, those proven facts initially amounted to a reasonable excuse and whether they continued to do so. The Tribunal should take into account the experience and other relevant attributes of the landlord and the situation in which they found themselves at the relevant time or times.

10. The facts relied on are the same as those discussed above. However, the Tribunal is not satisfied that the Respondent has proved on a balance of probabilities that he either misunderstood the situation or that any such misunderstanding was genuine. Failing to license is a serious matter, subject to significant financial penalties, so that any sensible landlord would inform himself of his obligations just in case. Further, if he genuinely thought the make-up of the household was important, he would have got confirmation from the tenants in writing.

11. Even if the facts were proven, the Tribunal is not satisfied that they would constitute a reasonable excuse. In *Thurrock Council v Khalid Daoudi* [2020] UKUT 209 (LC) at [27], the Upper Tribunal stated:

> … No matter how genuine a person's ignorance of the need to obtain a licence, unless their failure was reasonable in all the circumstances, their ignorance cannot provide a complete defence.

12. In *AA v Rodriguez & Ors* [2021] UKUT 0274 (LC) it was held that:

> 47. The view has generally been taken that it is the responsibility of someone who wishes to let their property to find out whether any relevant regulatory restrictions exist and that ignorance of the need for a licence will not normally provide a reasonable excuse (although it may be relevant to culpability and therefore to the amount of a financial penalty to be imposed under section 249A). But there is no hard and fast rule and, just as much as any other defence, a reasonable excuse defence based on

ignorance of the need for licensing will always require a careful evaluation of all the relevant facts.

13. The Respondent explained that the building used to be the family home. A decision was made to convert it into 3 flats and sell them. When he couldn't sell the top flat, he brought in Bluestone to find tenants and manage the property for him. He said he relied on them and their professional services but he also said there was no written contract or term delineating their respective responsibilities for licensing or other regulatory issues. Although he said in his witness statement that he is a developer who rents "a few properties", he said he only rented out one other property, to a single family.

14. The fact that the Respondent does not have a large portfolio may help to explain his ignorance but his lack of general knowledge or experience is all the more reason why he could and should have apprised himself of his legal obligations rather than just making lazy assumptions supported by no research.

15. Therefore, the Tribunal is satisfied so that it is sure that the Respondent committed the offence of managing and/or having control of the property when it was let as an HMO despite not being licensed and that he has no reasonable excuse.

Rent Repayment Order

16. For the above reasons, the Tribunal is satisfied that it has the power under section 43(1) of the Housing and Planning Act 2016 to make Rent Repayment Orders on this application. The Tribunal has a discretion not to exercise that power. However, as confirmed in *LB Newham v Harris* [2017] UKUT 264 (LC), it will be a very rare case where the Tribunal does so. This is not one of those very rare cases. The Tribunal cannot see any grounds for exercising their discretion not to make a RRO.

17. The RRO provisions have been considered by the Upper Tribunal (Lands Chamber) in a number of cases and it is necessary to look at the guidance they gave there. In *Parker v Waller* [2012] UKUT 301 (LC), amongst other matters, it was held that an RRO is a penal sum, not compensation. The law has changed since *Parker v Waller* and was considered in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) where Judge Cooke said:

> 53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to considerations of conduct and his financial circumstances. …

18. In *Williams v Parmar* [2021] UKUT 0244 (LC) Fancourt J held that there was no presumption in favour of awarding the maximum amount of an RRO and said in his judgment:

> 43. … "Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities", which came into force on 6 April 2017 … is guidance as to whether a local housing authority should exercise its power to apply for an RRO, not guidance on the approach to the amount of RROs. Nevertheless, para 3.2 of that guidance identifies the factors that a local authority should take into account in deciding whether to seek an RRO as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending.
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> 50. I reject the argument … that the right approach is for a tribunal simply to consider what amount is reasonable in any given case. A tribunal should address specifically 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. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.

19. In *Acheampong v Roman* [2022] UKUT 239 (LC) the Upper Tribunal sought to provide guidance on how to calculate the RRO:

> 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. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
>
> 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 whose relative seriousness can be seen from the relevant maximum sentences on conviction) 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).

20. The Applicants seek RROs for the full amount of rent they paid at the property for the 12 months to 30th September 2023:

(a) Reem Sultan, £10,800
(b) Kianna Offord, £9,600
(c) Oliver Orders, £10,800

21. In relation to utilities, they were not included in the rent and so they are not relevant here.

22. The next step is to consider the seriousness of the offence relative both to the other offences for which RROs may be made and to other cases where the same offence was committed. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Tribunal sought to rank the housing offences listed in section 40(3) of the 2016 Act by the maximum sanctions for each and general assertions, without reference to any further criteria or any evidence, as to how serious each offence is. The conclusion was that licensing offences were generally lesser than the use of violence for securing entry or eviction or harassment, although circumstances may vary significantly in individual cases.

23. It is important to understand why a failure to licence is serious, even if it may be thought lower in a hierarchy of some criminal offences. In *Rogers v Islington* LBC (2000) 32 HLR 138 at 140, Nourse LJ quoted, with approval, a passage from the Encyclopaedia of Housing Law and Practice:

> … Since the first controls were introduced it has been recognised that HMOs represent a particular housing problem, and the further powers included in this Part of the Act are a recognition that the problem still continues. It is currently estimated that there are about 638,000 HMOs in England and Wales. According to the English House Condition Survey in 1993, four out of ten HMOs were unfit for human habitation. A study for the Campaign for Bedsit Rights by G Randall estimated that the chances of being killed or injured by fire in an HMO are 28 times higher than for residents of other dwellings.

24. He then added some comment of his own:

> The high or very high risks from fire to occupants of HMOs is confirmed by the study entitled "Fire Risk in HMOs" … HMOs can also present a number of other risks to the health and safety of those who live in them, such as structural instability, disrepair, damp, inadequate heating, lighting or ventilation and unsatisfactory kitchen, washing and lavatory facilities. It is of the greatest importance to the good of the occupants that houses which ought to be treated as HMOs do not escape the statutory control.

25. The process of licensing effectively provides an audit of the safety and condition of the property and of the landlord's management

arrangements, supported wherever and whenever possible by detailed inspections by council officers who are expert in such matters. Owners and occupiers are not normally expert and can't be expected to know how to identify or remedy relevant issues without expert help. It is not uncommon that landlords are surprised at how much a local authority requires them to do to bring a property up to the required standard and, in particular, object to matters being raised about which the occupiers have not complained.

26. If a landlord does not apply for a licence, that audit process never happens. As a result, the landlord can save significant sums of money by not incurring various costs which may cover, amongst other matters:

(a) Consultants – surveyor, architect, building control, planning

(b) Licensing fees

(c) Fire risk assessment

(d) Smoke or heat alarm installation

(e) Works for repair or modification

(f) Increased insurance premiums

(g) Increased lending costs

(h) Increased lettings and management costs.

27. The prospect of such savings is a powerful incentive not to get licensed. Not getting licensed means that important health and safety requirements may get missed, to the possible serious detriment of any occupiers. RROs must be set at a level which disincentivises the avoidance of licensing and disabuses landlords of the idea that it would save money.

28. Further, under section 44(4) of the 2016 Act, in determining the amount of the RRO the Tribunal must, in particular, take into account the conduct of the respective parties, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of any of the relevant offences.

29. The Applicants alleged a number of instances of the Respondent's poor conduct:

(a) There was no door to the attic bedroom, just a curtain. This was a serious default, affecting both fire safety and the tenant's privacy. The Respondent asserted that the property has two bedrooms and the attic area was never intended as a third bedroom. However, the Applicants asserted that the property was advertised as having 3 bedrooms and pointed to photos of screenshots from videos taken when they visited the property a few weeks before taking the tenancy which showed the rooms being used as three separate bedrooms. The Check-In and Check-Out reports, both of which were extensive and thorough, referred to "Bedroom 1", "Bedroom 2" and "Bedroom 3".

(b) Not providing his details nor displaying them within the property as required under HMO Regulations.

(c) The Applicants alleged that the Respondent attempted unfair deductions from the tenancy deposit. In particular, they had complained about a defective blind which was not fixed throughout the tenancy but then Bluestone tried to deduct the cost of it from the deposit. Eventually, the Applicants and Bluestone compromised and £500 of the deposit was returned. The Respondent said that he left this with Bluestone while the Applicants had the impression he was the driving force behind Bluestone. For the Respondent's part, he said he was shocked at the state of the property left by the Applicants but when the Tribunal suggested that the Check-Out report did not seem to show anything other than normal wear and tear, he said the state of the property did not really bother him. Either way, the Tribunal is not satisfied that this issue was sufficiently indicative of poor conduct on the part of either party to justify a change in the quantum of the RRO.

(d) The Applicants complained about disrepair but, when they gave their evidence, it seemed to the Tribunal that Bluestone, while not perfect, were reasonably responsive to their complaints, for example about a mouse, a defective washing machine and other issues. Again, the Tribunal is not satisfied that there was enough in this.

(e) The Applicants complained about the lack of fire safety precautions. There was apparently no fire risk assessment and one of the smoke alarms, all of which were battery-operated, not wired-in, was not operative throughout the tenancy. This is the kind of thing a local authority would address during the licensing process but which was missed because the Respondent did not apply for a licence.

30. The Respondent argued that his failure to license was an "honest mistake". For reasons already given above, the Tribunal was not impressed with this as an excuse or mitigation for the failure to license. Having said that, the property was not managed badly during the tenancy. The Applicants did not leave due to any dissatisfaction with the property but for a number of reasons, including the level of the rent on which Ms Sultan, for one, wanted to save. They had also been told by Bluestone that the Respondent was thinking of selling the property and they were uncertain as to how long the property would continue to be available. In the event, the Respondent intends to continue renting out the property and says he is, at last, exploring the local authority's requirements with them.

31. The Respondent provided no evidence as to his financial circumstances and there was no evidence of any previous convictions so the Tribunal took no account of those factors.

32. In the light of the above matters, the Tribunal has concluded that the amounts claimed should be reduced by 40%:

(a) Reem Sultan, £10,800 x 60% = £6,480
(b) Kianna Offord, £9,600 x 60% = £5,760

(c) Oliver Orders, £10,800 x 60% = £6,480

33. The Applicants also sought reimbursement of the Tribunal fees: an application fee of £110 and a £220 hearing fee. The Applicants have been successful in their application and had to take proceedings to achieve this outcome. Therefore, it is appropriate that the Respondent reimburses the fees.

Name: Judge Nicol **Date:** 28th March 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 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).

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if–

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if–

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) 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

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b) for permitting the person to occupy the house, or

(c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(a) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either–

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(b) The conditions are–

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(c) In subsection (9) "relevant decision" means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

254 Meaning of "house in multiple occupation"

(1) For the purposes of this Act a building or a part of a building is a "house in multiple occupation" if–

(a) it meets the conditions in subsection (2) ("the standard test");
(b) it meets the conditions in subsection (3) ("the self-contained flat test");
(c) it meets the conditions in subsection (4) ("the converted building test");
(d) an HMO declaration is in force in respect of it under section 255; or
(e) it is a converted block of flats to which section 257 applies.

(2) A building or a part of a building meets the standard test if–

(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
(b) the living accommodation is occupied by persons who do not form a single household (see section 258);
(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
(d) their occupation of the living accommodation constitutes the only use of that accommodation;
(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and
(f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

(3) A part of a building meets the self-contained flat test if–

(a) it consists of a self-contained flat; and
(b) paragraphs (b) to (f) of subsection (2) apply (reading references to the living accommodation concerned as references to the flat).

(4) A building or a part of a building meets the converted building test if–

(a) it is a converted building;
(b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);

(c) the living accommodation is occupied by persons who do not form a single household (see section 258);
(d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
(e) their occupation of the living accommodation constitutes the only use of that accommodation; and
(f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.

(5) But for any purposes of this Act (other than those of Part 1) a building or part of a building within subsection (1) is not a house in multiple occupation if it is listed in Schedule 14.

(6) The appropriate national authority may by regulations–

(a) make such amendments of this section and sections 255 to 259 as the authority considers appropriate with a view to securing that any building or part of a building of a description specified in the regulations is or is not to be a house in multiple occupation for any specified purposes of this Act;
(b) provide for such amendments to have effect also for the purposes of definitions in other enactments that operate by reference to this Act;
(c) make such consequential amendments of any provision of this Act, or any other enactment, as the authority considers appropriate.

(7) Regulations under subsection (6) may frame any description by reference to any matters or circumstances whatever.

(8) In this section–

"basic amenities" means–

(a) a toilet,
(b) personal washing facilities, or
(c) cooking facilities;

"converted building" means a building or part of a building consisting of living accommodation in which one or more units of such accommodation have been created since the building or part was constructed;

"enactment" includes an enactment comprised in subordinate legislation (within the meaning of the Interpretation Act 1978 (c. 30);

"self-contained flat" means a separate set of premises (whether or not on the same floor)–

(a) which forms part of a building;
(b) either the whole or a material part of which lies above or below some other part of the building; and
(c) in which all three basic amenities are available for the exclusive use of its occupants.

258 HMOs: persons not forming a single household

(1) This section sets out when persons are to be regarded as not forming a single household for the purposes of section 254.

(2) Persons are to be regarded as not forming a single household unless–

(a) they are all members of the same family, or

(b) their circumstances are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.

(3) For the purposes of subsection (2)(a) a person is a member of the same family as another person if–

(a) those persons are married to each other or live together as husband and wife (or in an equivalent relationship in the case of persons of the same sex);

(b) one of them is a relative of the other; or

(c) one of them is, or is a relative of, one member of a couple and the other is a relative of the other member of the couple.

(4) For those purposes–

(a) a "couple" means two persons who are married to each other or otherwise fall within subsection (3)(a);

(b) "relative" means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin;

(c) a relationship of the half-blood shall be treated as a relationship of the whole blood; and

(d) the stepchild of a person shall be treated as his child.

(5) Regulations under subsection (2)(b) may, in particular, secure that a group of persons are to be regarded as forming a single household only where (as the regulations may require) each member of the group has a prescribed relationship, or at least one of a number of prescribed relationships, to any one or more of the others.

(6) In subsection (5) "prescribed relationship" means any relationship of a description specified in the regulations.

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

(a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to *"an offence to which this Chapter applies"* is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

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

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

(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.

(3) A local housing authority may apply for a rent repayment order only if—

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 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);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

Section 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.

If the order is made on the ground that the landlord has committed	***the amount must relate to rent paid by the tenant in respect of***
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

(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.