



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

Case Reference : LON/00BH/HMF/2024/0609

Property : 6 Poplars Road, London, E17 9AT

Applicants : Vera Chapiro
Lina Dohia
Sumaiyah Shahid
Abdisalan 'Anaya' Guleid

Representative : Justice for Tenants

Respondent : Ibrar Sahall

Type of Application : Application for a rent repayment order
by tenant

Tribunal : Judge Nicol
Mr A Fonka

**Date and Venue of
Hearing** : 1st April 2025
10 Alfred Place, London WC1E 7LR

Date of Decision : 3rd April 2025

DECISION

1. The Respondent shall pay to the Applicants Rent Repayment Orders in the following amounts:

(a) Vera Chapiro	£5,689.80
(b) Lina Dohia	£5,771.03
(c) Sumaiyah Shahid	£4,859.66
(d) Abdisalan 'Anaya' Guleid	£5,449.95

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 6 Poplars Road, London E17 9AT, a 4-bedroom 3-storey mid-terrace house, with shared kitchen and bathrooms:
 - (a) Vera Chapiro from 11th August 2022 to 10th August 2023;
 - (b) Lina Dohia from 11th August 2022 to 6th August 2023;
 - (c) Sumaiyah Shahid from 31st August 2022 to 8th August 2023; and
 - (d) Abdisalan 'Anaya' Guleid 11th August 2022 to 10th August 2023.
2. The Respondent is the freehold owner of the property and named as the landlord in the Applicants' tenancy agreements. The property was managed by Property Trend Ltd.
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 10th October 2024. There was a face-to-face hearing of the application at the Tribunal on 1st April 2025. The attendees were:
 - The Applicants;
 - Mr Brian Leacock, Justice for Tenants, representing the Applicants; and
 - The Respondent (arrived 15 minutes after the start of the hearing due to train delays).
5. The documents available to the Tribunal consisted of:
 - A bundle of 204 pages from the Applicants;
 - A bundle of 10 pages from the Respondent;
 - A 2-page Reply and a 12-page Response Bundle from the Applicants; and
 - Skeleton arguments from both parties.

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 Waltham Forest, designated an area including the subject property for additional licensing of HMOs with effect from 1st April 2020 until 31st March 2025. It applies to HMOs occupied by three or more persons in two or more households.
8. According to emails in June 2023 from Waltham Forest, the Respondent held a licence for the property from 2015 to 2020, following which he had a licence under their selective licensing scheme for houses occupied by single households. He applied for an HMO licence on 8th February

2024 and it was granted on 9th May 2024, to expire on 8th May 2029. Waltham Forest also confirmed that he did not apply at any time for a temporary exemption notice.

9. The Respondent accepted that the property was an HMO which should have been licensed under Waltham Forest's additional licensing scheme but was not. His principal defence was that he had a tenancy agreement with Property Trend Ltd so that they were the Applicants' immediate landlord and he could not be liable for a RRO in accordance with the Supreme Court judgment in *Rakusen v Jepson* [2023] UKSC 9.
10. The Respondent explained that he is 47 years old and has been dealing with property since he was 19. He currently has a portfolio of 18 properties, around 8 or 9 of which he lets to friends and manages himself. The rest are let through agents. He has had a professional relationship with Property Trend Ltd and its principal, Mr Mudasser Khan, since 2013. They managed a number of properties with leases by which the local authority would place homeless applicants temporarily.
11. In relation to 6 Poplars Road, the Respondent said that Property Trend had full authority to enter into tenancy agreements on his behalf until, when he fell ill with cancer, they agreed that Property Trend would take over more responsibility from him. The Respondent's bundle included a copy, apparently reduced in size from the original, of a one-page document he wrote himself. It was entitled "Let Agreement", was for a term of 4 years from 1st December 2019. The Respondent was referred to as "Owner" and Property Trend as "Agent" (the words "landlord" and "tenant" did not appear). The "Rent" was said to be £1,750 per month guaranteed. Terms included:
 5. The owner will not have access unless consent is granted by the agent
 1. The agent shall use the property for temporary housing only with the local authority's (*sic*)
12. The Respondent did not bring the original of this document with him to the Tribunal. He said it constituted a tenancy agreement. There is room to doubt whether the wording is capable of creating a tenancy rather than an agency agreement but it is not necessary to determine that. The Tribunal found the Respondent not to be a credible witness and is not satisfied that the purported agreement was either entered into on the date it bears nor that it fairly reflects the true agreement with Property Trend.
13. The way the Respondent tells it, Property Trend were "as good as gold" in the 8 or 9 years to 2021, from when, without reason or cause, they suddenly started to act entirely contrary to their agreement. On his case, in 2022 they effectively tore up the 2019 agreement by letting to the Applicants instead of the local authority and, despite receiving rent from the Applicants, ceased paying any money to the Respondent.

14. The Respondent accused Property Trend of hiding from him what they were doing but Mr Leacock pointed to an email dated 9th September 2022 from Mr Khan at Property Trend to the Applicants, copied to the Respondent, with details of the protection of their deposit. The Respondent claimed never to have seen this email although he could provide no explanation as to how that might have happened. More pertinently, Mr Khan was being entirely open with the Respondent as to what he was doing – there was no reason to think that the email might not reach the Respondent. It is clear to the Tribunal that Mr Khan did not think the Respondent would object to the Applicants' tenancy.
15. The Respondent claimed that Property Trend held off any suspicions as to what they were doing over many months by claiming that Waltham Forest were in the process of funding refurbishment works at 6 Poplars Road because one of the homeless applicants they had placed there had caused substantial damage. Any works taking place over a period that long would have to be substantial. The Tribunal put to the Respondent that anyone experienced in property management would know that contractors do not always do a good job and would want to ensure that their valuable asset was being treated properly. In reply, the Respondent said that the whole point of his agreement with Property Trend was that he did not have to worry about the management of the property. The Tribunal can understand this but not to the extent the Respondent claims here. Not only did he not even think to visit the property at any time, but he did not ask for the work specification or any other documents or information on the basis of which he could be satisfied that the works were suitable and being carried out competently.
16. The Tribunal also pointed to the paucity of the evidence the Respondent had provided. If he were right about what happened, the Tribunal would have expected to see a paper trail of correspondence between the Respondent and Property Trend, firstly about their agreement and its operation and then about how Property Trend were not following it. When this was put to the Respondent, he claimed for the first time to have dyslexia – just as with his cancer, he provided no evidence, whether medical or otherwise, to support his claim. The Tribunal are satisfied that any dyslexia could not have been debilitating since he has worked in property for 28 years and that work has included writing documents such as the alleged 2019 agreement (the Tribunal accepts his claim that he wrote it, whenever that was).
17. When cross-examining each Applicant, the Respondent forcefully put to them that common sense demanded that any tenant faced with the poor conditions they allege existed at the start of the tenancy (see further below) would have terminated the tenancy and walked away. However, on his case, when faced with his own tenant not paying rent and finding out in around March 2023 that they had deceived him and broken their agreement by letting to the Applicants, he kept them on as tenants until April 2024. When the Tribunal put the apparent contradiction to him, the Respondent put forward two, not entirely compatible, arguments:

- (a) The Respondent said he had a solicitor, Mr Zeeshan Shah, who he consulted on legal issues when he felt it to be necessary (although he said he did not consult him in relation to these proceedings). Mr Shah had advised him that he could not terminate Property Trend's tenancy without giving notice under section 21 of the Housing Act 1988 and taking court action. It stretches credulity beyond breaking point that a solicitor consulted for their knowledge of housing and property law would give such plainly wrong advice: since Property Trend was a company and did not reside at any property it tenanted from the Respondent, the Housing Act 1988 would have been irrelevant to the termination of their agreement. Even then, that does not explain why it took him at least a year to terminate the agreement or why he did not provide a copy of any section 21 notice.
- (b) The Respondent claimed during his evidence at the hearing that he had never been to court before. In contrast, he then volunteered that he had obtained a county court judgment against Property Trend. The hearing was the first time he had mentioned this. He had provided no relevant documents. He did not provide any details of what the claim was for or what remedy he was granted.
18. The Respondent claimed that Property Trend put his name as the landlord on the Applicants' tenancy without his authority, knowledge or consent. He termed it "fraud". The Tribunal does not accept this. As already referred to above, Property Trend were entirely open with the Respondent about the letting. On the Respondent's own case, they used to have authority to enter into such agreements. An allegation of fraud is extremely serious and does not sit with the complete lack of evidence of the Respondent complaining about this, let alone taking any legal action. The Tribunal accepts that it was Property Trend who drew up and executed the Applicants' tenancy agreement but finds that they did so with the Respondent's authority, as his agents. It is possible he didn't know about the tenancy in advance but there is no evidence that he had any problem with it until the Applicants issued the current proceedings.
19. For the above reasons, the Tribunal is satisfied that the Respondent was the Applicants' immediate landlord.
20. Although the Respondent had not raised the issue himself, the Tribunal thought it only fair to him to point out that his claim that he was ignorant of the fact that Property Trend had let the property as an HMO may constitute a reasonable excuse under section 72(5) of the 2004 Act. The Tribunal therefore also considered this issue.
21. 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.
22. *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.
23. The relevant facts are that the Respondent claims to have been ignorant of the letting to the Applicants. As described above, there is some evidence that he might not have known about it in advance but this was the result of a literally incredible level of disinterest in what was happening at his own property. The Respondent cannot expect to rely on his own ignorance when it is the result of his own lack of action. Moreover, on his own case he learned of the true situation in March 2023 but took no action to address the situation during the currency of the Applicants' tenancy such as removing Property Trend, evicting the Applicants or applying for an HMO licence.
24. 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 had no reasonable excuse.

Rent Repayment Order

25. 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.
26. 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. ...

27. 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.

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.

28. 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).
29. The Applicants seek RROs for the full amount of rent they paid at the property for the 12 months to 6th July 2023:

(a) Vera Chapiro:	£7,586.40
(b) Lina Dohia	£7,694.70
(c) Sumaiyah Shahid	£6,479.55
(d) Abdisalan 'Anaya' Guleid	£7,333.26
 30. In relation to utilities, they were not included in the rent and so they are not relevant here.
 31. 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.
 32. 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.
 33. 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.

34. 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.
35. The Respondent asked why he would avoid HMO licensing. He meant the question rhetorically but there is an answer. If a landlord does not apply for a licence, the 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.
36. 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.
37. 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. The Respondent did not provide any information about his financial circumstances and there is no suggestion he has any previous convictions.
38. The Applicants complained about the Respondent's conduct in a number of respects:

- (a) There were leaks and resulting mould in the kitchen, bathroom and one of the bedrooms. Ms Chapiro said she suffered respiratory problems while living at the property which caused her to be sick from work and limited her ability to consider moving from the property. The issue was reported but never resolved.
 - (b) There was also a drainage problem which was only resolved after nearly a year.
 - (c) There were no handrails to the stairs other than one being installed between the first and second floors after Ms Chapiro suffered a fall.
 - (d) When the Applicants moved in, the property was in disarray, with all rooms containing dust and debris from recent building works. In particular, there was accumulated rubbish in both the rear and front gardens which eventually the Applicants arranged themselves to have cleared.
 - (e) Fire safety guidance was not complied with, including a lack of fire doors, a fire blanket, or a wired smoke-alarm system.
 - (f) The Respondent did not provide gas or electricity safety certificates. He said he had evidence to the contrary but he hadn't provided it.
 - (g) Waltham Forest inspected the property on 5th June 2023 and set out their findings in a letter dated 1st August 2023, according to which there were a number of breaches of the Management of Houses in Multiple Occupation (England) Regulations 2006. As well as failing to display the landlord or manager's details in the property, the inspector noted the same problems as in sub-paragraphs (a), (f) and (g) above.
39. Although the Respondent sought to undermine their credibility in cross-examination, the Tribunal found the Applicants to be genuine and truthful witnesses. The Tribunal broadly accepts their allegations about the conditions at the property and Property Trend's failure to address them adequately.
40. As referred to above, the Respondent is a professional landlord who rents out other properties as well as the subject property. The above problems were primarily the responsibility of Property Trend but he confirmed that, like the Applicants, he found them to be unresponsive to complaints. Property Trend were allowed to do these things because the Respondent failed to provide even a minimum level of supervision.
41. Taking into account all the circumstances, the Tribunal concluded that this was a serious default which warrants a proportionate sanction.
42. In the light of the above matters, the Tribunal has concluded that the RROs should be set at 75% of the maximum amounts:
- (a) Vera Chapiro: $£7,586.40 \times 75\% = £5,689.80$
 - (b) Lina Dohia $£7,694.70 \times 75\% = £5,771.03$
 - (c) Sumaiyah Shahid $£6,479.55 \times 75\% = £4,859.66$
 - (d) Abdisalan 'Anaya' Guleid $£7,333.26 \times 75\% = £5,449.95$
43. The Applicants also sought reimbursement of the Tribunal fees: a £100 application fee 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: 3rd April 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.

- (8) 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.
- (9) 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.
- (10) 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).

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.

<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>
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.