



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

Case reference : **LON/00AP/HMG/2024/0603**

Property : **4A Fairfax Mews, Harringay ladder,
London, N8 0NN**

Applicants : **Juli Le Page-Pezet**

Representative : **In person**

Respondents : **Christopher Singellos**

Representative : **Not in attendance**

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

Tribunal members : **Judge Tueje
Ms Rachael Kershaw BSc**

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

Date of hearing : **11th March 2025**

Date of decision : **30th April 2025**

DECISION

In this determination, statutory references relate to the Housing Act 2004 unless otherwise stated.

Decisions of the Tribunal

- (1) The Tribunal find that the Respondent committed an offence under section 95(1) of the Housing Act 2004 without reasonable excuse.
- (2) The Tribunal find that the Respondent committed an offence under section 1(2) of the Protection From Eviction Act 1977 without reasonable cause.
- (3) The Tribunal makes a rent repayment order of £13,950.00 for the period 20th January 2023 to 20th November 2023.
- (4) The Tribunal determines that the Respondent shall pay the Applicant £330 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicant pursuant to rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- (5) The reasons for the Tribunal's decisions are given below.

The Application

1. This application for a rent repayment order is dated 1st September 2024, and is made under section 41 of the Housing and Planning Act 2016 by the Applicant, who was the tenant. The Applicant claims a rent repayment order of £15,500, representing the whole of the rent paid between 20th January 2023 to 20th November 2023.
2. The application relates to the property known as 4A Fairfax Mews, London, N8 0NN ("the Property"), which is a ground floor two bedroom converted flat within a former house.
3. The application is made against the Respondent, who is recorded at Land Registry as the freehold owner of 647 Green Lanes, London, N8 0QY. The Property is situated within the curtilage of 647 Green Lanes, N8 0QY. The Respondent was also the Applicant's immediate landlord.
4. By an order dated 3rd December 2024, which was amended on 10th December 2024, the Tribunal gave directions, including provision for the Applicant and the Respondent to each provide a bundle containing documents they wish to rely on at the final hearing, and listed the final hearing on 11th March 2025.

The Hearing

5. Neither party requested an inspection by the Tribunal, and the Tribunal did not consider one was necessary or proportionate.

6. Further to the amended Directions Order, the Applicant provided a 176-page bundle of documents to the Tribunal.
7. At the hearing, in addition to requesting a rent repayment order, the Applicant also sought reimbursement of £330 she had paid in respect of utilities, and an order requiring the Respondent to pay backdated council tax to the Council at the appropriate rate (see paragraph 14 below), to pay the Council the selective licensing fee, and that he should be held in contempt of court.
8. The Respondent did not provide the Tribunal with any documents, nor has he responded to the Application.
9. On 11th March 2025 the Tribunal were informed the Respondent had not attended. Before starting the hearing, the Tribunal asked the case officer to contact the Respondent to check whether he would be attending the hearing. The case officer telephoned the Respondent who didn't answer the call. The case officer therefore left a voicemail message stating the hearing was due to start at 10.00am that day,
10. During the hearing, the Tribunal heard evidence and arguments from the Applicant.

The Background

11. The background to this application is based on the Applicant's statement of case, documentary evidence, the evidence she gave during the final hearing, and the arguments she made. As the Respondent has provided no evidence in response to the Application, and did not attend the final hearing, the Applicant's case is essentially unchallenged.
12. It's the Applicant's case that on 8th March 2022 the London Borough of Haringey designated several areas within its borough for selective licencing, including the area of Harringay where she says the Property is situated. There is a copy of the relevant Notice of Designation of Areas for Selective Licensing in the Applicant's hearing bundle. The designation took effect from 17th November 2022 and shall cease to have effect from 17th November 2027.
13. By a written agreement commencing on 20th January 2023, the Applicant was granted a 12-month fixed term assured shorthold tenancy of the Property; the Respondent is named as her immediate landlord. The tenancy agreement expressly stated there was no break clause. The rent payable was £1,550 per calendar month. Clause 5.1 states that the first payment must be made to the Agent.
14. Clauses 5.4 and 5.5 state the Applicant is liable for council tax and utilities respectively. However, despite these provisions, the Applicant explained that the Respondent paid the water rates and the council tax in respect of the building in which the Property is situated. In the latter case, the amount

he paid included a single person's discount. She believes he paid these costs himself to avoid the Council becoming aware that he has converted the former house into flats allegedly without the appropriate planning permission.

15. Clause 3 of the tenancy agreement provided bank details into which, aside from the first month, all other rent payments should be made: the bank account is in the name of Sandgilt Limited. The Applicant's bundle includes information from Companies House which states the Respondent has been a director of that company since 24th March 1997, and his occupation is stated to be a property investor. Sandgilt Limited is registered at Companies House as a business dealing with "*Other letting and operating of own or leased real estate.*"
16. The Applicant has also provided printouts from her bank account showing payments in respect of the Property as follows:

Payment date	Recipient	Amount
19th January 2023	Persaud Silver Kra	£2,742.31
20th February 2023	Sandgilt Ltd	£1,550.00
20th March 2023	Sandgilt Ltd	£1,550.00
20th April 2023	Sandgilt Ltd	£1,550.00
22nd May 2023	Sandgilt Ltd	£1,550.00
20th June 2023	Sandgilt Ltd	£1,550.00
20th July 2023	Sandgilt Ltd	£1,550.00
21st August 2023	Sandgilt Ltd	£1,550.00
20th September 2023	Sandgilt Ltd	£1,550.00
20th October 2023	Sandgilt Ltd	£1,550.00

17. The Applicant states that pursuant to clause 5.1 of the tenancy, on 19th January 2023 the first month's payment was made to the Respondent's agent.
18. The Applicant makes various complaints about the Property's condition. Firstly, she complains about cockroaches in the Property at the start of the tenancy, and then several months later. She states the Property was affected by mould, dampness, leaks through the bedroom ceiling, and discoloured water leaking through the living room ceiling from the bathroom in the flat immediately above, which is also owned by the Respondent. She continues, that since July 2023 she had been asking the Respondent to repair the leaks. In an e-mail sent to the Respondent on 19th October 2023, she explained the leak was starting to spread to the Property's bathroom ceiling and it seemed to be affecting the electrical system, particularly the lighting. The Applicant was worried that the living room ceiling might collapse. However, the Respondent failed to carry out any repairs. The Tribunal was provided with video evidence of leaks into the Property, which she says were recorded on around 22nd/23rd October 2023. The Applicant states she was unable to use the living room from July 2023 onwards due to the smell. An additional

problem was that in September 2023 the Property was without heating and hot water for 14 days.

19. It was around this time, in an e-mail sent to the Respondent on 20th September 2023, that the Applicant asked to be released early from the tenancy.
20. The Applicant contacted Haringay Council's disrepair team on 24th September 2023. Before the Council were able to inspect the Property, the living room ceiling collapsed on 21st October 2023. The Council subsequently inspected the Property on 31st October 2023 and identified the damp and mould as category 2 hazards, the living room ceiling was also classified as a category 2 hazard due to structural collapse and falling elements.
21. According to the Applicant, by 9th November 2023, the Respondent had not arranged any repairs. Having become ill and experiencing breathing difficulties, the Applicant stayed at a friend's place where she slept on the sofa. The parties exchanged e-mails during this period; the Applicant found the Respondent's e-mails to be harassing because he would repeatedly request she remove her belongings from the Property. In these e-mails, the Respondent maintained the Applicant needed to remove her furniture and belongings from the Property ahead of the insurers inspecting it and repairs being carried out. The Applicant was busy with work at that time, and also had nowhere to store her belongings so was unable to comply with the Respondent's request.
22. In an e-mail sent on 23rd November 2023 the Respondent writes: *"I should confirm here that as part of these discussions and with my agreement you transferred the Gas and Electricity supply to me on November 17 2023."*
23. In subsequent e-mails the Respondent states the Applicant should return her keys to the Property and remove her belongings, and on doing so he will return her deposit. The Respondent sent two e-mails to the Applicant on 30th November 2023: the first timed at 8.40pm set out the steps she should take to surrender the tenancy; the second e-mail timed at 10.30pm suggested a (retrospective) date of surrender of 21st November 2023.
24. On 4th December 2023 the Applicant e-mailed the Respondent stating she is still the tenant of the Property, she also sought to negotiate the terms on which she would be prepared to surrender the tenancy. They continue to exchange e-mails in the same vein: the Respondent setting out the steps the Applicant should take to surrender the tenancy, while the Applicant reminds him she is still a tenant and reiterating the terms on which she would be prepared to surrender.
25. On 10th December 2023 the Respondent's e-mail to the Applicant includes the following: *"As time is pressing and building works are in progress, I therefore give you Notice under clause 10.4 of the Tenancy Agreement*

dated 21st January 2023 that this tenancy is hereby terminated with immediate effect.”

26. Although still staying with a friend, on 18th December 2023 the Applicant discovered the Respondent had changed the locks to the Property. This is set out in her e-mail sent to the Respondent on 18th December 2023 where she asks for access to collect her belongings; the Respondent’s reply states he’s previously told her why the locks were changed. This confirms her account that the Respondent did in fact change the locks. The Applicant reported this to the police who gave her crime reference number 2834079/23. The police asked whether she wanted to report the Respondent for harassment but she declined, saying at the time she didn’t consider his conduct met the threshold for harassment.

Issues

27. In light of the above, the issues for the Tribunal to determine are as follows:

- 27.1 Whether the Respondent committed an offence under section 95(1) as a result of the following:

- (i) Being in control of or managing the Property;
- (ii) Whether a licence was required for the Property; and
- (iii) If so, whether there was a licence for the Property.

- 27.2 If the elements of the offence at paragraphs 27.1(i) to 27.1(iii) above are met, during the period in which the offence was committed, did the Respondent have a defence to the commission of the offence under section 95(4)?

- 27.3 Whether the Respondent committed an offence under section 1(2) of the Protection From Eviction Act 1977 as a result of the following:

- (i) Whether the Applicant was a residential occupier of the Property;
- (ii) Whether the Applicant was deprived from occupying the Property; and
- (iii) If so, whether depriving the Applicant from occupying the Property was unlawful.

- 27.4 If the elements of the offence at paragraphs 27.3(i) to 27.3(iii) above are met, during the period in which the offence was committed, did the Respondent have a defence to the commission of the offence under section 1(2) of the Protection From Eviction Act 1977?

- 27.5 If an offence has been committed, what was the whole of the rent paid during the period of the offence.

- 27.6 Whether the Respondent had been responsible for the cost of any utilities at the Property.

27.7 The severity of the offence.

27.8 Any relevant conduct of the Respondent, his financial circumstances, whether he has any previous convictions of a relevant offence, and the conduct of the Applicant to which the Tribunal should have regard in exercising its discretion as to the amount of the rent repayment order.

The Tribunal's Decision and Reasons

28. The Tribunal reached its decision after considering the Applicant's written and oral evidence, including documents referred to in that evidence, and taking into account its assessment of the evidence and documentation provided.

29. As appropriate, and where relevant to the Tribunal's decision the evidence is referred to in the reasons for the Tribunal's decision.

30. This determination does not refer to every matter raised, or every document the Tribunal reviewed or took into account in reaching its decision. However, this doesn't imply that any points raised or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, it was considered by the Tribunal.

31. The relevant legal provisions are set out in the Appendix to this decision.

The offence under section 95(1) Housing Act 2004

32. The Tribunal is satisfied beyond reasonable doubt that all elements of the offence under section 95(1) are proved against the Respondent as set out at paragraphs 33 to 38 below.

33. We find that the Respondent had control of the Property as defined by section 263(1), which states a person is in control of premises where they receive the rack-rent either directly or through an agent or trustee. The Applicant has provided a printout of her bank transactions confirming rent was paid to Sandgilt Limited, as required by the express terms of the tenancy agreement. We note that the Respondent is a director of that company. Therefore, we are satisfied that the Respondent received the rack-rent either directly or through an agent or trustee.

34. Furthermore, we are satisfied that the Respondent was the person managing the Property as defined by section 263(3). Firstly, because the Respondent is recorded by Land Registry as the Freehold owner of 647 Green Lanes, N8 0QY, and according to Haringay Council's planning department, the Property is situated within its curtilage. Secondly, because the Respondent received payments from the Applicant directly or indirectly, which payments she made as rent for her occupation of the Property as a tenant.

35. We are also satisfied that the Property is situated within an area designated by Haringey Council for selective licensing. The Applicant's unchallenged evidence is that the property is situated within Harringay, which is an area of the borough designated for selective licensing, as illustrated in the Notice of Designation of Areas for Selective Licensing provided in the Applicant's bundle.
36. Finally, the selective licensing scheme was in operation throughout the period of the Applicant's tenancy. However, an e-mail sent on 12th August 2024 by Laurence Meeham, an HMO Licensing Officer, confirms no completed application for a selective licence or Temporary Exemption Notice was submitted in respect of the Property during the period 20th January 2023 to 20th November 2023.
37. A landlord may rely on a defence of reasonable excuse under section 95(4) of the 2004 Act. We remind ourselves the landlord needs to prove the defence of reasonable excuse on a balance of probabilities.
38. The Respondent has not submitted any documents or witness statements in response to the Application, nor did he or any legal representative attend the hearing on his behalf. The documents we were provided with do not disclose any factors which could amount to a reasonable excuse. Accordingly, the Respondent has failed to establish on the balance of probabilities that he has a defence to the application.

The offence under section 1(2) of the Protection From Eviction Act 1977

39. The Tribunal is satisfied beyond reasonable doubt that all elements of the offence under section 1(2) of the Protection From Eviction Act 1977 are proved against the Respondent as set out at paragraphs 40 to 47 below.
40. We find that the Applicant occupied the Property pursuant to a 12-month fixed term agreement commencing 20th January 2023, and that her occupation was as an assured shorthold tenant as defined by section 1 and section 19A of the Housing Act 1988. Accordingly, by virtue of the contract between the parties and the statutory protection afforded to the Applicant, we conclude that she was a residential occupier as defined by section 1(1) of the Protection From Eviction Act 1977.
41. We also find that the Respondent changed the locks on a date unknown, but prior to 18th December 2023. We note that the contemporaneous e-mails exchanged between the parties include an e-mail sent by the Applicant to the Respondent on 18th December 2023 stating the locks have been changed. The Respondent replied on the same day confirming he had changed the locks. By changing the locks to the Property and not providing the Applicant with the new keys, we consider the Respondent prevented or deprived her from occupying the Property.

42. As to whether the Respondent unlawfully deprived the Applicant from occupying the Property, we find that he did.
43. The Applicant's tenancy was a 12-month fixed term tenancy without a break clause, so it would have expired in January 2024. One way that the tenancy could have been brought to an end early without the Respondent acting unlawfully, is if the Applicant had surrendered her tenancy. However, the contemporaneous e-mail exchanges show that the Applicant's conduct was inconsistent with her surrendering the tenancy.
44. To surrender the tenancy the Applicant would have to demonstrate unequivocally by her words and/or actions that she was surrendering the tenancy. Conduct such as returning the keys to the Property and removing all her possessions from the Property, may amount to surrender. However, in this case, the Applicant did not do either of these, and the Respondent acknowledges that the Applicant retained the keys in various e-mails when he was pressing her to return the keys. Additionally, rather than surrendering the tenancy, in various e-mails, the Applicant repeatedly reminded the Respondent that she was still the tenant of the Property. Although she sent a number of e-mails trying to negotiate an early release from the tenancy, the parties did not agree the terms for her doing so. This is also consistent with her not surrendering the tenancy, because the conditions on which she was seeking to do so were not mutually agreed.
45. We have considered whether there is sufficient evidence to satisfy us that on the balance of probabilities, the Respondent had reasonable cause for changing the locks. However, we are not satisfied that he did. We do not consider her vacating the Property is sufficient to amount to an act of surrender. Firstly, because she left possessions and furniture in the Property: this is confirmed by the Respondent's various e-mails requesting she remove her belongings. Secondly, it is evident from the surrounding circumstances that she vacated the Property due to the disrepair. There is nothing to indicate she was permanently vacating the Property, and her e-mails included her discussing resuming occupation after the repairs were completed.
46. Furthermore, in his e-mail sent on 30th November 2023 he states that because the Applicant has vacated the Property, transferred the electricity account into his name and removed some belongings from the Property, she has surrendered the tenancy. However, we note that on 10th December 2023 he purported to give notice terminating the tenancy with immediate effect. Notwithstanding the notice was invalid, if the Respondent considered the Applicant had surrendered the tenancy, terminating the tenancy would be unnecessary. Without any explanation of these apparent inconsistencies, we do not consider the Respondent considered the Applicant had surrendered the tenancy. Therefore, we do not consider the contention in his 30th November 2023 e-mail that she has surrendered the tenancy, nor any other evidence, supports a finding that the Respondent had reasonable cause to change the locks.

47. For completeness, we add the Respondent did not serve a section 8 or section 21 notice on the Applicant, nor did he obtain a possession order. In his e-mail sent on 10th December 2023 he purports to terminate the tenancy with immediate effect. This indicates he considered the Applicant's tenancy was extant at that point, so it is inconsistent with his assertion that by vacating the Property and/or transferring the electricity accounts into his name she was surrendering the tenancy. However, his e-mail does not constitute valid notice. Therefore, in light of the circumstances surrounding the Respondent changing the locks, we find this amounted to unlawfully depriving the Applicant from occupying the Property.
48. Although at the hearing the Applicant stated she felt harassed by the Respondent's e-mails, we do not consider it appropriate to deal with that as part of this Application because in the Application form the Applicant complains of the Respondent committing offences under section 95(1) and section 1(2) of the Protection From Eviction Act 1977; there is no separate complaint of harassment.

Amount of the Rent Repayment Order

49. In the circumstances, having found all elements of both offences are proved beyond reasonable doubt, and that the Respondent has not proved to the balance of probabilities that he had a reasonable excuse or reasonable cause, we also find it is appropriate to exercise our discretion by making a rent repayment order, there being no exceptional circumstances that would justify refusing to make the order. Therefore, we will now consider the amount of the rent repayment order.
50. In its decision in *Acheampong v Roman and others* [2022] UKUT 239 (LC), the Upper Tribunal recommended a four-stage approach to determine the amount of the rent repayment order, that approach is summarised as follows:
- 50.1 ascertain the whole of the rent for the relevant period;
 - 50.2 subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;
 - 50.3 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 compared to other examples of the same type of offence; and
 - 50.4 consider whether any deduction from, or addition to, that figure should be made pursuant to section 44(4) of the 2016 Act in the light of the parties' conduct, the landlord's financial circumstances and whether the landlord has previously been convicted of an offence to which Chapter 4 of the 2016 Act applies.

51. The Tribunal have adopted the approach recommended in *Acheampong v Roman and others*
52. The Applicant is seeking a repayment of the totality of the rent she paid during the period in which the offence was committed, namely the period 20th January 2023 to 20th November 2023.
53. The Applicant also requests the Tribunal makes the following additional orders:
- 53.1 Reimbursement of £330 the Applicant paid in respect of utilities;
 - 53.2 An order requiring the Respondent pays backdated council tax to the Council at the appropriate rate;
 - 53.3 An order that the Respondent pays the Council the selective licensing fee; and
 - 53.4 An order that he should be held to be in contempt of court.
54. In fixing the appropriate sum the Tribunal had regard to *Acheampong v Roman and others* and the decision in *Hallett v Parker [2022] UKUT 165 (LC)*. We have also taken into account that proper enforcement of licensing requirements against all landlords, good and bad, is necessary to ensure the general effectiveness of the licensing system and to deter evasion.
55. We find the period of the offence was 20th January 2023 to 20th November 2023, and during that period, the Applicant paid £1,550 per month as set out in the table at paragraph 16 above, which amounts to total rent paid of £15,500.
56. Having calculated the whole of the rent paid during the relevant period as evidenced by the Applicant's bank print outs, the next issue is what sum, if any, is to be deducted for utilities.
57. Following the decision regarding deductions in *Vadamalayan v Stewart and others [2020] UKUT 183 (LC)*, the Upper Tribunal in *Acheampong v Roman* stated (at paragraph 9):
- ...where the rent includes payments for utilities (which the tenant consumes and which do not benefit the landlord) it will usually be appropriate to deduct a sum representing that payment; a sum the tenant pays the landlord for utilities is not really rent.*
58. While noting it will usually be appropriate to do so, we do not consider this is authority that a deduction must be made in every case where the landlord pays for utilities. And we note in *David v Hancher [2022] UKUT 277 (LC)*, the Upper Tribunal declined to make any deduction for utilities where the landlord had failed to provide any information regarding the amount spent

on utilities. We adopt the same approach as in *David v Hancher*. Although, notwithstanding clauses 5.4 and 5.5 of the tenancy, we understand the Respondent paid the council tax and water rates, we have not been provided with any information regarding the amounts he paid¹. Therefore, without any evidence as to what the Respondent paid, we do not know what amount should be deducted, and accordingly we make no deduction for utilities.

59. As the £1,550 payable each month was supposed to be exclusive of bills, we consider no amount should be deducted on the basis that it represents payment for utilities.
60. Regarding the seriousness of the first offence of managing and/or being in control of an unlicensed property we find this is at the lower end when compared to other offences for which a rent repayment order may be made. That is because the offence is tried as a summary offence only, and on conviction the maximum sentence is a fine.
61. The Applicant argued that the Respondent is a professional landlord who she says deliberately flouted his contractual and statutory obligations, which she claimed was part of his “business model.”
62. From the documents obtained from Companies House, we conclude the Respondent is a longstanding property professional, whom we would expect to be aware of the selective licensing requirements. Furthermore, according to Haringey Council, the Respondent partially completed a selective licensing application on 8th November 2022, but the application was not completed or submitted. Having had no submissions on his behalf to the contrary, we conclude that the Respondent was aware of the licensing requirements, and the incomplete licence application indicates he was aware of the requirement before granting the Applicant a tenancy. Therefore, we conclude the failure to obtain a licence was deliberate. We also consider this is an aggravating feature.
63. We also consider it is an aggravating feature of this offence that there was disrepair at the Property from around May/June 2023, which worsened particularly from July 2023 onwards. We add that we have watched the Applicant’s video recordings of the disrepair affecting the Property. We note that this disrepair continued over several months, with conditions deteriorating to the point that part of the living room ceiling collapsed, and Haringey Council identified category 2 hazards in the Property in respect of the dampness, mould, structural collapse and falling elements.
64. There were repeated problems with cockroaches which the Applicant discovered in the Property when she first moved in. The Respondent arranged for this to be dealt with, but some months later, in an e-mail sent

¹ The Applicant’s bundle contains information regarding the council tax payable for the year 2023/2024, but not the amount payable during the financial year 2022/2023, which covers the earlier part of her tenancy.

on 20th September 2023, the Applicant reported there were again cockroaches in the Property.

65. The Applicant complained the boiler was defective and that she was left without hot water for around 14 days. When considered in the context of the significant disrepair and repeated nuisance affecting the Property, this too is an aggravating feature.
66. Regarding the seriousness of the offence of the Applicant's eviction, we find that in the overall scheme of the offences for which a rent repayment order may be made, this is towards the higher end. That is because the offence is triable as a summary or an indictable offence, and on conviction the maximum sentences are six months' or two years' imprisonment respectively.
67. As stated, we consider this offence is towards the higher end of relevant offences, but additionally, we find there are aggravating features. Firstly, the Respondent changed the locks during the period when the Applicant vacated the Property because of disrepair that he was liable to, but failed, to remedy. Therefore, he took advantage of a situation that had arisen as a result of his failure to comply with his repairing covenant. Secondly, the Applicant made it clear in her e-mails that she was still a tenant of the Property despite having vacated. Thirdly, having changed the locks, and despite the Applicant's repeated requests to be provided with a set of keys to the Property, and for access to retrieve her belongings, the Respondent did not provide her with keys.
68. We consider that the Respondent's conduct justifies an award towards the top end of the scale. In deciding the amount of the rent repayment order we have also had regard to the case of *Newell v Abbott [2024] UKUT 181 (LC)*, and in particular the need for consistency in the amount of the rent repayment orders Tribunals make. We have also considered the various cases cited at paragraphs 48 to 56 of *Newell*, and find that this case is comparable to *Williams v Parmar* where a rent repayment order of between 80%-90% against a professional landlord where the subject property was in a poor condition.
69. We note that until at least May 2023 the Applicant did not appear to have any significant problems with the Property. Although she reported finding cockroaches in the Property when she moved in, she also confirmed the Respondent dealt with these by instructing a professional firm to address this. We consider that justifies a modest deduction of 10% of the whole of the rent that she paid.
70. We have been provided with documentary evidence that the Applicant paid the rent due during the period of the offence. We have not been provided with any evidence of misconduct on her part.

71. We have no evidence indicating the Respondent has previous convictions for any other relevant offences, therefore section 46(1) of the Housing and Planning Act 2016 does not apply.
72. We were not provided with any evidence regarding the Respondent's finances, we are therefore unaware of any justification for reducing the amount of the rent repayment order.
73. Having regard to the total rent paid during the period of the offences, the severity of the offences and the deductions that the Tribunal considers should be made in light of factors to which the Tribunal must have regard under section 44(4) of the 2016 Act, the Tribunal makes a rent repayment order against the Respondent in the total sum of £13,950.00, which represents 90% of the rent paid during the relevant period.
74. The Tribunal would remind the parties that it does not have the power to order the payment of the rent repayment order. It can only determine the amount of the rent repayment order.
75. As to the Applicant's additional requests, our decision on these is as follows:
- 75.1 The Tribunal does not have jurisdiction to order the Respondent reimburses her for the cost of utilities under Part 2 of the Housing and Planning Act 2016.
- 75.2 The Tribunal does not have jurisdiction to order the Respondent to pay any sum in respect of council tax to the local authority under Part 2 of the 2016 Act.
- 75.3 The Tribunal does not have jurisdiction to order the Respondent to pay the application fee for a selective licence under Part 2 of the 2016 Act.
- 75.4 We asked the Applicant whether there was any authority she wished to rely on in support of her request that the Respondent should be committed for contempt of court, and she explained she was not aware of any authority. We consider that in light of the decision in *Moss v Information Commissioner and Royal Borough of Kingston Upon Thames [2020] UKUT 174 (AAC)* we do not have jurisdiction to commit the Respondent for contempt of court.

Name: Judge Tueje

Date: 30th 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

95 Offences in relation to licensing of houses under this Part

- (1) 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 (see section 85(1)) but is not so licensed.
- (2) 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 90(6), and
 - (b) he fails to comply with any condition of the licence.
- (3) 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 86(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 87,and that notification or application was still effective (see subsection (7)).
- (4) In proceedings against a person for an offence under subsection (1) or (2) 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 failing to comply with the condition,as the case may be.
- (7) For the purposes of subsection (3) 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 (8) is met.
- (8) 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.
- (9) In subsection (8) "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

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and 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 to 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).

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.

43 Making of a 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 had been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with –
- (a) section 44 (where the application is made by a tenant);

44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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.

Protection From Eviction Act 1977

1.— Unlawful eviction and harassment of occupier.

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

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