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

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| **Case reference** | : | **CAM/33UC/HMJ/2024/0003** |
| **Property** | : | **10 Brambling Way, Oxford OX4 6EQ** |
| **Applicant** | : | **Victoria East** |
| **Representative** | : | **Justice for Tenants** |
| **Respondents** | : | **1. Adesola Adetutu Adeboyejo**<br>**2. Ibukun Olusesan Adeboyejo** |
| **Type of application** | : | **Application by tenant for rent repayment order – Section 41 of the Housing and Planning Act 2016** |
| **Tribunal members** | : | **Judge Hunt**<br>**Professional Member G. Smith MRICS** |
| **Date of hearing** | : | **4 March 2025 (remote hearing)** |
| **Appearances at hearing** | : | **Peter Eliot (for the Applicant)**<br>**Both Respondents attended without a representative** |
| **Date of decision** | : | **8 April 2025** |

## DECISION

1. The application for a rent repayment order succeeds against the Second Respondent.

2. The Second Respondent, Mr Ibukun Olusesan Adeboyejo, must repay to the Applicant the sum of £2,488.33 within 28 days of the date of this decision.

3. The Second Respondent, Mr Ibukun Olusesan Adeboyejo, must pay to the Applicant the sum of £320 in reimbursement of Tribunal fees paid, within 28 days of the date of this decision.

4. The application for a rent repayment order against the First Respondent is dismissed.

## REASONS

### Introduction

1. The Applicant leased 10 Brambling Way, Oxford, OX4 6EQ (the "Property") pursuant to an assured shorthold tenancy from 25 January 2019 until 14 December 2023. She lived at the Property until she moved out on 14 December 2023 at the conclusion of possession proceedings in the county court.

2. On 8 February 2024, she applied to this Tribunal for a rent repayment order in accordance with section 41 of the Housing and Planning Act 2016. She asserts that her landlord had committed an offence by failing to license the Property.

3. The Applicant seeks an order requiring the Respondents to repay rent totalling £9,116.51 that was paid over 2 periods, amounting to a total of 12 months. The first period was between 9 September 2022 and 8 February 2023. The second period was between 15 May 2023 and 14 December 2023. In the intervening period, the Property was subject to a temporary exemption from the licensing requirement. The Applicant accepts that no offence was committed during that period.

4. In reaching its decision, the Tribunal considered 2 files of documents, one provided by the Applicant and the other from the Respondents. It also considered a Reply from the Applicant and limited further documents emailed to the Tribunal during the hearing. It heard from all parties and from the Applicant's representative. The

Tribunal was grateful to all for their preparation of the papers, their helpful submissions and their assistance at the hearing.

**Relevant Law**

5. Section 85 of the Housing Act 2004 requires certain houses that are occupied under tenancies to be licensed by the local housing authority, in this case Oxford City Council. There was no dispute that the Property was one that would have required a licence, subject to any applicable "grace period". As far as relevant to this case, Oxford City Council's licensing conditions concern principally electrical and fire safety, disrepair and inspection. The requirement to license the Property came into effect on 1 September 2022.

6. Section 86 of the Housing Act 2004 provides that certain houses can be temporarily exempted from the licensing requirement. This occurs when the local housing authority serves a "temporary exemption notice". The temporary exemption lasts for 3 months. A further temporary exemption can be sought, but only once and only in exceptional circumstances.

7. Section 95 of the Housing Act 2004 is as follows, so far as is relevant.

"***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.*

*…*

*(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 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)*".

8. Section 263 of the Housing Act 2004 provides a definition of "person having control" and "person managing". It was not disputed in this case that it was the Second Respondent who satisfied both definitions, as registered owner of the Property and the person who received all the rent.

9. Section 40 of the Housing and Planning Act 2016 provides that this Tribunal can make a "rent repayment order" – an order requiring a landlord to repay an amount of rent paid by a tenant – where the landlord has committed an offence under section 95(1) of the Housing Act 2004.

10. Section 43(1) of the Housing and Planning Act 2016 is as follows.

> "***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)*".

11. Section 44 of the Housing and Planning Act 2016 provides that the amount of rent to be repaid must relate to a period, not exceeding 12 months, during which the landlord was committing the offence. Also, it must not exceed the rent that was paid in respect of that period, excluding any relevant award of benefit. Further, it provides as follows:

> "*(4) In determining the amount* [of the rent repayment order] *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*" [not applicable in this case].

12. Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 allows the Tribunal to order a party to reimburse another party for any Tribunal fees paid.

**Main Issues**

13. The main issues for the Tribunal to determine were as follows.
    a. Whether the Second Respondent benefitted from a "grace period" to acquire a licence for the Property.
    b. Whether the Second Respondent had a reasonable excuse for not having licensed the Property.

c. If not, whether the Tribunal was satisfied beyond reasonable doubt that the Second Respondent had committed an offence.
d. If so, whether the Tribunal should make a rent repayment order.
e. If so, in what amount, taking account of the rent paid, housing benefits received, the parties' conduct and the financial circumstances of the Second Respondent.
f. Whether there was any relevant difference between the 2 periods for which repayment of rent was being sought and, if so, what impact this would have on any order.
g. Whether the Tribunal should make any order in relation to the reimbursement of Tribunal fees paid by the Applicant.

**Facts**

14. All of the findings of fact below are made on the balance of probabilities in light of the evidence that was available to the Tribunal, save in relation to whether an offence was committed, which is a finding made beyond reasonable doubt. There are 2 important themes to address in relation to the parties' conduct: firstly, the condition of the Property and its maintenance over time; secondly, the payment of rent, which will be addressed last.

15. The Respondents are a married couple that lived in the Property before vacating it to take up employment abroad. They chose to let the Property during their absence. They originally instructed letting agents – Premier – to manage the letting.

16. The Applicant rented the Property pursuant to an assured shorthold tenancy. The tenancy was signed by the First Respondent. The Second Respondent submitted that the First Respondent had very little involvement in the tenancy or with the Property at the relevant time. The Second Respondent was the registered owner of the Property, he received the rent and he managed the Property at all times. The Applicant agreed. Accordingly, the Tribunal found that the First Respondent was only acting as agent for the purposes of signing the tenancy agreement. The Second Respondent was in truth all of the "landlord of", "person having control of" and "person managing" the Property. Accordingly, the First Respondent had committed no offence and the application against her fell to be dismissed.

17. On moving in in early February 2019, the Applicant claimed that the front door was poorly fitting and insecure. She said that the garden was in a poor state. She replaced the door at her own expense, alleging that the Second Respondent had agreed to reimburse her but never did. She also improved the state of the garden. The Second Respondent said that he had never had any concerns with the front door when he had lived in the Property. He said that he gave permission for the Applicant to replace

the door but never offered to pay for it. He said that garden maintenance was the Applicant's responsibility under clause 3(f) of the tenancy. The Tribunal determined it need not make any firm findings about these issues, being isolated events at the outset of the tenancy, over 2 years prior to any offence being committed. It was not conduct that the Tribunal felt was material to its determination.

18. Aside from these issues, the Property was generally not in good condition. The Applicant said that a window was cracked. Over time, numerous further issues were identified after various council visits, including in an improvement notice and then a hazard awareness notice (as will be explained further below). The Tribunal found it was likely that many of these issues existed from the outset due to their nature, for instance: poor loft insultation, cracked or missing window seals, a draughty chimney, lack of smoke and carbon monoxide alarms, an ineffective central heating system, leaks in the bathroom, black mould.

19. The Applicant said that she had complained about the cold from the start of her tenancy in early 2019. The Applicant also said that it was around 6 months to a year into her tenancy when she really noticed the mould, due to the ineffective heating system. It was soon after the Applicant had moved in and it was on the approach to springtime. It appears that little action was taken initially. At this stage, the Property was being managed by Premier, who was the Applicant's main point of contact.

20. The following autumn/winter (which corresponds to the period 6 months to a year into the tenancy mentioned above), the ineffective heating became more obvious. The Applicant said that someone had attended the Property to inspect the problem and bleed the radiators. As the matter did not resolve, the Applicant raised it as a more serious complaint. In response to this complaint, Premier arranged for the heating system to be inspected more thoroughly. On this occasion, the Applicant said that the person that attended the Property flushed the system and reported that there was a lot of black sludge blocking the heating system and that it needed replacing. The Applicant said that this happened shortly before the Second Respondent terminated his agreement with Premier to manage the Property on his behalf, which was in June 2020.

21. Nothing further was done until later that year, in part due to the Second Respondent refusing to undertake the works due to rent not being paid (a matter to which the Tribunal will return). As autumn/winter 2020 approached, the issue become pressing and a further complaint was raised. This time, to the council in November 2020. This corresponds to the findings Judge Wayte made in June 2022 pursuant to an appeal against an improvement notice issued in December 2021. Judge Wayte's decision being made close to the relevant events and in light of more complete

evidence than was before this Tribunal, the Tribunal adopted her findings around what happened next (which were not in any event contested before this Tribunal).

22. In summary, in response to the complaint to the council, the Second Respondent repaired the heating system in January 2021. The council conducted an inspection in April 2021 and identified further hazards, notably "fire" due to absent and/or defective smoke alarms and "excess cold" due to faulty double glazing and a draughty chimney.

23. The Second Respondent fitted new smoke alarms but did not address the other hazard. This was confirmed upon a council inspection in June 2021, at which further hazards were noted (which appear to have been related to a broken hot water tap and an electrical wiring issue).

24. By 5 October 2021, the Second Respondent had received replacement windows, but said that he had not had them fitted due to insufficient funds, the Applicant being significantly in arrears of rent. The council conducted a further inspection on 15 October 2021. It noted that not only had the windows not been replaced, but the issues with the hot water tap and electrical system had not been rectified. An improvement notice was then served on the Second Respondent on 4 November 2021 in relation to all of these issues. Remedial works had to be completed by 13 January 2022.

25. The Second Respondent appealed and Judge Wayte extended time for the works to be completed until 13 September 2022. The works were completed within the deadline. The Tribunal notes that this date closely corresponds to the date from which the council's licensing regime entered into force – 1 September 2022.

26. The improvement notice was revoked on 9 December 2022. From around this time the Second Respondent began obtaining the necessary reports and certificates for obtaining a licence. It appears that he completed all the necessary requirements, save making the actual application and paying the requisite fee. Instead, he sought to recover possession of the Property by serving a "section 21" notice (referring to section 21 of the Housing Act 1988). Having returned from abroad, he wished to move back into the Property with his family and young child. He sought a temporary exemption from the licensing requirement on this basis. He made the application for a temporary exemption on 10 February 2023 and it was granted on 15 February 2023 for 3 months. The notice and letter accompanying it clearly state that it is valid until 14 May 2023. They state that if the Property remained "occupied as licensable property" beyond that date, either a licence or a further exemption would have to be applied for.

27. The Second Respondent made no further applications. He says that he was told by somebody from the council that he did not need to. He had no further evidence of this conversation. The Tribunal did not accept that the council said that. The licensing requirements are strict and it is inherently unlikely. If the Second Respondent had gone to the effort of telephoning the council about a further temporary exemption, he plainly considered it of some importance. It is unrealistic to suggest that he would have accepted the word of his correspondent, without seeking written confirmation. It may be that the Second Respondent misunderstood what he was told, and that point is addressed in our conclusions.

28. The Second Respondent began county court proceedings for possession of the Property in or before May 2023. The Applicant asserted that the Second Respondent made numerous errors in so doing. The Tribunal had very little information about those proceedings but noted that the court ultimately ordered the Applicant to give up possession on or before 21 November 2023 and that the court Order bore the same case number as the proceedings referred to above.

29. A chain of text messages from early May 2023 show that the parties were discussing an "amicable" resolution. The Second Respondent believed on the basis of a text exchange from 8 May 2023 between 14:46 and 15:22 that agreement had been reached. The Applicant wrote at 14:52 "I'm happy to accept your offer", which referred to an offer to remain in the Property for 6 months from 10 February 2023 so long as the rental arrears were cleared. The Second Respondent then specified the Applicant would be able to remain in the Property until "the end of July 2023". The next day, the Applicant asked the Second Respondent for a short paragraph to confirm "our agreement from yesterday". The arrears were settled on 10 May 2023. It appears that the parties were expecting that the council would prepare a draft consent order to reflect the agreement that had been reached, but the council did not. Hence the court proceedings progressed until a possession order was made.

30. In relation to the Property itself, it appears that not all of the hazards that had been identified over time had been addressed. On 1 June 2023 a further council inspection took place. Action was requested in relation to several hazards by 1 October 2023. By the time of a further inspection on 6 November 2023, only one hazard had been addressed. The council considered that the works required were "minor in nature" and not related to "significant hazards". A hazard awareness notice was issued, which did not require any specific action. The notice specified that issues with the windows and mould growth around them remained, that the chimney draught had not been addressed, that a tap was still leaking and that central heating pipes were exposed.

The Tribunal noted that at least the repairs to the central heating system appear to have been successful as the notice reports that "these pipes get very hot".

31. In parallel to all of this, the Applicant had experienced great difficulty in paying her rent on time or at all. At the hearing, she admitted the financial difficulties she faced, particularly in 2019 and 2020, resulted in her being unable to pay her rent. By the time she moved out, the arrears had been largely settled, however. The Second Respondent did not increase the rent at any point throughout the duration of the tenancy.

32. The Second Respondent had produced a schedule of rent paid over the duration of the tenancy. This was agreed by the Applicant. The Tribunal therefore relied on the schedule as accurate for the purposes of these proceedings. The first shortfall in rent (£100) was within 3 months of moving in, in April 2019. From June 2019 until the end of that year, what was paid each month fell short of what was due, with the exception of July. By the end of 2019, the Applicant was over 3 months in arrears (£3,750).

33. Arrears increased significantly over 2020 to £7,256. This was not due to the Applicant making no payments. It was due to regular monthly rental payments being less than what was due.

34. Rental payments over 2021 fluctuated, mostly close to or above what was due each month. By the end of the year, the Applicant's arrears fell to £4,704. By the end of 2022, the Applicant's arrears had reduced to £2,213.62. By May 2023, the arrears had been cleared.

35. There was a disagreement between the parties about whether rent for June and December 2023 had been paid or not and about whether the Applicant's deposit had been off-set against rent in 2020 or not. These are not matters for this Tribunal to determine and have no material impact on its decision. This is because neither, in isolation, have any significant influence on the Tribunal's overall assessment of the parties' respective conduct. Both appear to result from misunderstandings rather than any deliberate conduct.

36. Entirely without prejudice to the above, the Second Respondent appears to have kept an accurate record of rent as admitted by the Applicant for the purposes of these proceedings. That record shows that in June 2020, when the deposit was initially returned to the Applicant, she made a sizeable payment of over twice any other rent paid that year. The Second Respondent's record shows that this was off-set against rental arrears and not kept as a deposit. If the record is accurate, it shows that no

rent was paid in June or December 2023. The record shows that the £3,014 paid in May 2023 cleared the arrears outstanding at that time, but was not referable to the rent due for June 2023. If the parties agree the record is accurate, they should accept that the rent for June 2023 (£1,100) and December 2023 (claimed by the Respondent to be £360), if still outstanding, can be deducted from the sum that the Second Respondent has been ordered to pay. The Tribunal does not order this, it is simply an observation in case it assists the parties in finally resolving the matter without recourse to further court proceedings.

**Conclusions**

37. The Second Respondent agreed that the Property was required to be licensed in accordance with section 85 of the Housing Act 2004 and that it was not licensed at the relevant times. He submitted, however, that there was a "grace period" for obtaining a licence.

38. The Tribunal rejected this submission. No "grace period" is referred to in the legislation or in the council's designation of the "selective licensing" area in which the Property is situated. The designation was made on 10 March 2021 and confirmed on 21 April 2022. These announcements allow ample time to prepare for the licensing regime so no further "grace period" would be reasonably required.

39. On this basis, the Tribunal was satisfied that the core elements of the offence under section 95 of the Housing Act 2004 were made out.

40. For similar reasons, the Tribunal did not consider that, just because the time the offence is alleged to have taken place was immediately after the licensing requirement came into force, the Second Respondent has a reasonable excuse for not applying for a licence. In relation to the first period in issue, he may or may not have been aware of the requirement, but it is incumbent on a landlord to familiarise themselves with their responsibilities. Believing there may be a "grace period", when there is none, is not a reasonable excuse for failing to apply for a licence. It may be the case that the council information is rather opaque and difficult to follow for the uninitiated and the council could have done more to notify the Second Respondent of his responsibilities, but a landlord is expected to show some proactivity. Furthermore, the evidence does not support the Second Respondent's position. He had started to undertake the necessary steps to obtain a licence by December 2022 at the latest, so plainly had been aware of the licensing requirement by that point.

41. As to the second period, the Second Respondent submitted that he had been told he did not need to apply for a licence or a further temporary exemption. We have found that did not happen. It may be that the Second Respondent had misunderstood what

he had been told, but that is not a reasonable excuse for failing to apply for a further temporary exemption or licence. If he had contacted the council about a further exemption, it demonstrated that he must have seen the notice he was given. It is clear that it is valid for only 3 months and that any further exemption would require an application. The Tribunal accepted that the terms of the accompanying letter are not the most accessible. Why it does not simply say "if you still have a tenant living in the property" rather than "if … the property is still occupied as licensable property" the Tribunal does not know. But by this point the Second Respondent was familiar with the licensing requirement and process. He had prepared all he needed to make an application for a licence. He had applied, successfully, for a temporary exemption notice previously. He should have sought written confirmation from the council of any "informal" exemption in any event, especially if he was in any doubt as to what he had been told. A landlord is expected to keep abreast of their responsibilities and to take all reasonable steps to comply and to satisfy themselves of their compliance.

42. In light of these factors, the Tribunal found that the Second Respondent had no reasonable excuse for failing to comply with the requirement to have a licence for the Property. Accordingly, the Tribunal found, beyond reasonable doubt, that he had committed an offence and was doing so throughout both periods in dispute.

43. The Tribunal determined that there are good reasons for requiring properties to be licensed and that a failure to do so is a serious matter, hence it is an offence. Accordingly, it was satisfied that it should make a rent repayment order.

44. As to the appropriate level of repayment, the Tribunal accepted that the council was already aware that the Second Respondent was a landlord as it had taken active enforcement steps against him previously and continued to do so in 2023. He had not tried to conceal his status and engaged actively with the council about the problems it identified. By 2023, the hazards at the Property were not serious. He had taken steps towards obtaining a licence and applied successfully for a temporary exemption. The Tribunal also accepted that many of the purposes of the licensing regime had been achieved through all of these events. However, not all of them, such as dealing with disrepair proactively and arranging regular inspections. The issuance of the hazard awareness notice in 2023 shows that there would have been a genuine benefit from licensing the Property. It is a serious matter not to have sought a licence or temporary exemption. A landlord is expected to be proactive in the upkeep of their properties, not reactive to complaints and enforcement action, and a licence assists with that. The Tribunal concluded, after taking all of these factors into account, that it should order the Second Respondent to repay 50% of the rent received during the first period in dispute.

45. As to the second period, all of the same considerations applied. In addition, the Second Respondent had now already applied for and obtained a temporary exemption, so the council was fully aware of what was happening in relation to the Property. Furthermore, the Second Respondent had asked the Applicant to vacate the Property and had commenced court proceedings for possession. He had understood that the Applicant's departure was close and was doing all he could to ensure she vacated. There was also a risk, however, that the possession proceedings may not have been successful. At first, there was no obvious reason why a further temporary exemption would not have been granted. It likely would have been. As things transpired, a further 3-month exemption would have been insufficient. A licence should therefore have been sought and serves a real purpose. However, it should not be necessary to resort to possession proceedings. The Second Respondent would not have required either a further temporary exemption or a licence had the Applicant vacated the Property by the expiry of the "section 21" notice. The same applies had the possession proceedings progressed more swiftly, none of which were within the Second Respondent's control. In light of these additional considerations, the Tribunal considered the offence in the second period to be less serious. It determined that the Second Respondent should repay 25% of the rent received.

46. The Tribunal determined that no adjustment would be appropriate in respect of the parties' conduct and the landlord's financial circumstances. The Second Respondents' conduct had already largely been taken into account, as well as the Applicant's, where relevant (especially in relation to the second period). As to conduct generally, the Tribunal found that both parties' conduct was less than exemplary such that they "balanced out". The Applicant failed to pay her rent, at all or in full, for a very considerable period of time. The Second Respondent did not conduct repairs expeditiously or in full. Nevertheless, he did address urgent matters when needed and when it was clear that the matters were serious, such as when the council informed him to replace the heating system and to install smoke alarms. He did so at considerable financial cost, bearing in mind the lack of rent he was receiving. He did not seek possession on the basis of unpaid rent, nor did he seek to increase the rent, when many other landlords would have done both. The Tribunal also noted that many of these matters pre-dated the period of the offence and the conduct of both parties improved markedly from September 2022.

47. As to the Second Respondent's financial circumstances, he said he had been greatly affected financially by the credit he had had to obtain to conduct the repairs and due to a failure to make timely mortgage payments because of the rental arrears. The Tribunal had little objective evidence to support these assertions and noted that the actual sum to be repaid was little more than 2 months' rent. The Tribunal did not consider that this would place him in any financial difficulty.

48. As to the precise calculation of the rent repayment order, the Tribunal proceeded as follows.

    Period 1: 9 September 2022 to 8 February 2023 (it was unclear why the period claimed was not 10 September 2022 to 9 February 2023, but no dispute was raised in this regard and it is of little relevance. The Tribunal accepted these dates)

49. The period is exactly 5 months, but the Applicant calculated rent at an annualised daily rate of £36.16 (£1,100 monthly rent x 12 months = £13,200 yearly rent / 365 days = £36.16 per day). The Second Respondent did not object. Accordingly the Tribunal accepted that the rent referable to this period was £5,532.48 (£36.16 daily rate x 153 days). The Applicant paid well in excess of that during this period as she was paying back arrears, but only £5,532.48 was referrable to this period and therefore potentially repayable.

50. The Applicant obtained housing benefit during this period. A table was provided showing differing amounts due for different weeks within the period, which was based on a summary prepared by the council dated 24 March 2023. Benefit payments were not regularly being made during this period, which appears to be because overpayments had been made previously and the council was reviewing the Applicant's situation. No dispute was raised about the figures and the Tribunal was therefore satisfied that the summary accurately reflected the sums ultimately received by the Applicant on account of housing benefit. These sums should accordingly be deducted from the rent repayable as follows.

51. Until 6 November 2022, £183.21 per week was due. As the weekly periods did not line up exactly with the period in dispute, the Applicant submitted that benefit should be calculated at a daily rate of £26.17 (£183.21 / 7 days). There was no dispute and the Tribunal agreed (acknowledging that insignificant rounding errors may arise). The period was 59 days. Housing benefit for this period was therefore £1,544.03 (£26.17 x 59).

52. From 7 November 2022 to 4 December 2022, total housing benefit was £776 (4 weeks x £194 per week).

53. From 5 December 2022 to 1 January 2023, total housing benefit was £257.44 (4 weeks x £64.36 per week).

54. From 2 January 2023 to 5 February 2023, total housing benefit was £788.05 (5 weeks x £157.61 per week).

55. From 6 – 8 February 2023, £152.01 per week housing benefit was due, at a daily rate of £21.72 (£152.01 / 7 days). Housing benefit received was therefore £65.16 (£21.72 x 3 days).

56. Adding together each of these figures, gives total housing benefit received of £3,430.68. Deducting this from the rent payable leaves £2,101.80 (£5,532.48 - £3,430.68).

57. The Second Respondent was ordered to repay 50% of this rent, which is £1,050.90.

Period 2: 15 May 2023 to 14 December 2023

58. The period is exactly 7 months, but again the Applicant calculated rent at an annualised daily rate of £36.16 and the Tribunal accepted this. The rent referable to this period was £7,738.24 (£36.16 daily rate x 214 days). The Applicant paid her rent for May 2023, but not for June or December 2023 according to the Second Respondent's agreed schedule. Even if either or both months' rent has now been, or will subsequently be, paid it is not just to award it to be repaid. The Second Respondent was only committing an offence with effect from 15 May 2023, so the maximum rent repayable for this month was £614.72 (£36.16 x 17 days).

59. Accordingly, the rent paid that was referable to this period was £6,114.72 (£614.72 (the applicable rent for May 2023) + £5,500 (rent paid for July to November 2023).

60. The Applicant submitted that she had received relevant universal credit of £365 for this period, which was deducted from the rent paid, leaving £5,749.72.

61. The Second Respondent was ordered to repay 25% of this rent, which is £1,437.43.

62. The total amount to be repaid was accordingly £2,488.33.

63. As this was a considerable sum, the Tribunal was satisfied that it should also order the Second Respondent to reimburse the Applicant the £320 fees she paid to bring this application.

Judge Hunt

8 April 2025