FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BG/HMF/2024/0608**
Property	**:**	**15 St Anthonys Close, London, E1W 1LT**
Applicant	**:**	**Marina Natalishvili**
Representative	**:**	**Muhammed Williams, London Borough of Tower Hamlets**
Respondent	**:**	**Ziqun Han Ahmoye**
Representative	**:**	**In person**
Type of Application	**:**	**Application by Tenant for rent repayment order. Sections 40,41, 43 & 44 of the Housing and Planning Act 2016**
Tribunal	**:**	**Judge Bernadette MacQueen** **Alison Flynn, MA, MRICS,**
Date of Hearing	**:**	**19 May 2025**
Date of Decision	**:**	**13 June 2025**

DECISION

DECISION

1. The Tribunal finds that the Respondent has committed the offence of failing to license a House in Multiple Occupation (HMO) under the provisions of section 72(1) of the Housing Act 2004, and that accordingly a rent repayment orders in favour of the Applicant can be made.

2. The Tribunal makes a rent repayment order of £5,405.76 in favour of the Applicant, Marina Natalishvili. This must be paid by the Respondent within 28 days of the date of this decision.

3. The Tribunal also orders the reimbursement of the Tribunal fees (application and hearing fees) and this amount must be paid by the Respondent to the Applicant within 28 days of the date of this decision.

The Application

4. By application dated 6 August 2024 and received by the Tribunal on 7 August 2024, the Applicant made an application for a rent repayment order (RRO) under section 41 of the Housing and Planning Act 2016 (the Act) in relation to 15 St Anthony Close, London, E1W 1LT (the Property). The Property was described by the Applicant as a maisonette-style family flat which was situated on the second floor of the building.

5. The relevant period for which the Applicant was seeking a RRO for was from 24 January 2023 until 27 December 2023 (the Relevant Period).

6. Section 41(2)(b) Housing and Planning Act 2016 provides that an application for a RRO can only be made if the offence was committed in the period of 12 months ending with the day on which the application is

made. The Tribunal was satisfied that the application had been made within this statutory time limit as the application to the Tribunal was made on 7 August 2024, and the last date of the offence for which the Applicant claimed an RRO was 27 December 2023. The application had therefore been brought within 12 months.

The Documents Provided to the Tribunal

7. The Tribunal had made Directions dated 15 November 2024 that required each party to provide a bundle of relevant documents for use in the determination of the application to each other and the Tribunal. The Applicant had provided a bundle of documents that consisted of 127 pages as well as a reply consisting of three pages. At the start of the hearing, the Respondent initially said that she had not received all of the 127 pages of the Applicant's bundle; however, after the Tribunal gave time for this to be clarified, the Respondent confirmed that she had received the Applicant's full bundle.

8. The Respondent did not provide a bundle of documents in accordance with the Directions but instead had provided a document named "Response to case" which consisted of three pages and 14 Jpeg images. The Respondent had also provided an email which was called "further response to Tribunal case" dated 7 March 2025, which was a one page email.

9. Despite the Respondent's evidence not being submitted in accordance with the Tribunal's Directions, and taking into consideration that the Applicant made no objection, the Tribunal nevertheless allowed the documents that the Respondent had sent to the Tribunal to be included. In reaching this decision, the Tribunal considered rule 3(2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and determined that in order to enable the Tribunal to deal with the case fairly and justly, the Tribunal would consider the Respondent's

documents in order to ensure, so far as practicable, that parties were able to participate fully in the proceedings.

The Hearing

10. The Hearing took place on 19 May 2025. The Applicant, Marina Natalishvili, attended and was represented by Muhammed Williams, Rent Repayment Project Officer with the London Borough of Tower Hamlets. Muhammed Williams confirmed that section 49(1) and (2) of the Housing and Planning Act 2016 provided that a local housing authority can help tenants apply for a RRO and conduct proceedings on behalf of tenants, and it was in this capacity that he was acting in these proceedings.

11. The Respondent appeared in person. At the start of the hearing the Tribunal clarified the Respondent's name. The Respondent confirmed that her name was Ziqun Han Ahmoye, but she was also known as Joanna Han and Ziqun Han.

The Law

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

> "A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies".

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

> "The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had been convicted)".

13. Section 40(3) Housing and Planning Act 2016 defines "an offence to which this Chapter applies" by reference to a table. The offence under section

72(1) Housing Act 2004 (control or management of unlicensed HMO) is within that table.

Control or Management of Unlicensed HMO:

14. Section 72(1) Housing Act 2004 provides:

> "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 but is not so licensed."

An HMO required to be licensed, is defined in Section 55(2)(a) Housing Act 2004 as:

> "any HMO in the [local housing] authority's district which falls within any prescribed description of HMO".

Additional Licensing Scheme

The London Borough of Tower Hamlets had exercised its powers under section 56 of the Housing Act 2004 and designated additional licensing for its district as described in paragraph 4 of the public notice (page 118 of the Applicant's bundle). Paragraph 4 states:

> "The designation shall apply to the entire district of the London Borough of Tower Hamlets as delineated and shaded on the map below, excluding the pre 2014 wards of Weavers, Whitechapel, Spitalfields and Banglatown".

The scheme came into force on 1 April 2019 and ceased on 31 March 2024.

The designation applied to all Houses in Multiple Occupation (HMOs) as defined by section 254 of the Housing Act 2004 that are occupied by three or more persons comprising of two or more households.

Section 254 Housing Act 2004 states that a building or part of a building is an HMO if it meets either the standard test, self-contained flat test or the converted building test.

13. The Tribunal identified the standard test as the relevant test and this is defined by section 254(2) as:

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

(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b) the living accommodation is occupied by persons who do not form a single household;

(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it;

(d) their occupation of the living accommodation constitutes the only use of that accommodation;

(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and

(f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

Subsection (8) defines "basic amenities as a toilet, personal washing facilities or cooking facilities".

Exceptions under the London Borough of Tower Hamlet's Additional Licensing Scheme

14. The exceptions were set out within paragraphs 5 and 6 of the London Borough of Tower Hamlet's Additional Licensing Scheme and can be summarised as:

- a house which is required to be licensed as a mandatory HMO;
- a house subject to an interim or final management order;
- a house subject to a temporary exemption;
- an HMO that is exempt under Housing Act 2004; or
- the property falls within certain stipulations regarding section 257 converted buildings.

Person having Control of or Managing

15. The Section 72(1) offence is committed by the person having control/managing the Property. Section 263(1) Housing Act 2004 defines "person having control" in relation to the premises as "the person who received the rack-rent of the premises (whether on his own account or as agent or trustee of another person) or would so receive it if the premises were let on a rack-rent".

16. Section 263(3) defines "person managing" as:

> " the person who, being an owner or lessee of the premises
> (a) receives (whether directly or through an agent or trustee) rents or other payments from (i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises".

17. It is now well established that an RRO may only be made against the immediate landlord.

The Section 72(1) Housing Act Offence

18. The Applicant submitted that the Property was a House in Multiple Occupation (HMO) that was required to be licensed in accordance with the London Borough of Tower Hamlets Additional Licensing Scheme, but was not so licensed. The Applicant therefore alleged that the Respondent was committing an offence under section 72(1) Housing Act 2004, namely of having control or management of a house in multiple occupation which was required to be licensed but was not so licensed.

19. The Respondent submitted that the Property did not need to be licensed until April 2024, which was after the date when the Applicant had left the Property.

20. The Tribunal therefore considered the Tower Hamlets Additional Licensing Scheme.

Did the Property Fall Under the London Borough of Tower Hamlets Additional Licensing Scheme?

21. Muhammed Williams, on behalf of the Applicant, stated that the Property was situated within the additional licensing area as designated by the London Borough of Tower Hamlets. He stated that the Additional Licensing Scheme that was in place during the relevant period of 24 January 2023 to 27 December 2023 was the scheme that came into force on 1 April 2019 and ceased to have effect on 31 March 2024. This scheme was at pages 118 to 121 to of the Applicant's bundle.

22. Further, Muhammed Williams submitted that it fell within the area that required an additional licence as the Property was not within the pre 2014 wards of Weavers, Whitechapel, Spitalfields and Banglatown which were excluded from the scheme. Muhammed Williams also stated that

none of the exemptions as set out at paragraphs 5 and 6 of the scheme were applicable to the Property, namely it was not a house which was required to be licensed as a mandatory HMO; it was not a house subject to an interim or final management order; it did not have a temporary exemption or an exempt under Housing Act 2004; and the Property did not fall within certain stipulations regarding section 257 converted buildings.

23. Muhammed Williams also confirmed that a further Additional Licensing Scheme came into force on 1 April 2024 and would cease on 31 March 2029, unless revoked earlier. The Applicant included this scheme within the Applicant's bundle (pages 122 to 125); however, the Tribunal noted that this scheme was not relevant to this application given that the Relevant Period ended on 27 December 2023 and the Applicant in any event left the Property on 20 February 2024.

24. Muhammed Williams, on behalf of the Applicant, stated that the Applicant's records confirmed that the Property did not have a licence. It was not disputed that the Respondent had applied for an additional licence on 24 April 2024.

25. The Respondent submitted that an additional licence had only been required from April 2024 and that, as the Applicant had already moved out of the Property in March 2024, the application should not be before the Tribunal. Further, the Respondent stated at the hearing that a licence was only required if there were five or more people living at the Property.

26. The Tribunal does not accept the Respondent's position that the Additional Licensing Scheme was only required from April 2024. The Tribunal is satisfied that the Additional Licensing Scheme at pages 118 to 121 is the applicable scheme and that this came into effect on 1 April 2019 and ceased to have effect on 31 March 2024. The Tribunal is satisfied that the Property was situated within the area designated under the scheme and that none of the exemptions applied to the Property. The

Tribunal does not accept the Respondent's submission that the scheme only related to properties with 5 or more people. The Additional Licensing Scheme related to HMOs with three or more people living at the property in two or more households. This was specified in the scheme and is shown at page 119 of the Applicant's bundle.

27. Having made the finding that the Property fell within the Additional Licensing Scheme and was not subject to any exemption, the Tribunal has considered whether the Property met the HMO criteria specified in the scheme so that the Property was required to be licensed.

Was the Property an HMO that was required to be Licensed?

28. The Applicant's evidence to the Tribunal was that the Property was occupied by at least three people who were living in two or more separate households, paying rent to the Respondent, sharing cooking and washing facilities and occupying the Property as their main residence. Further, the Applicant confirmed that the tenants' occupation of the Property had constituted the only use of the accommodation.

29. In terms of the periods of occupancy, the Applicant confirmed that she had moved into the Property on 6 June 2020, having signed a tenancy agreement on 1 June 2020 (a copy of the tenancy agreement was at pages 29 to 32 of the Applicant's bundle). The Applicant stated that Andrea Rizzotto and Anna Tankovitch had signed tenancy agreements for the Property on 8 November 2021 and 14 November 2021 respectively. A copy of these tenancy agreements were at pages 96 to 99 and 104 to 107 of the Applicant's bundle. The Applicant told the Tribunal that both Andrea Rizzotto and Anna Tankovitch had remained living at the Property after the Applicant had left the Property on 20 February 2024. It was therefore the Applicant's evidence that at least three people had lived at the Property as separate households. The Applicant confirmed that the Property had been the tenants' main residence and their occupation had constituted the only use of the Property.

30. The Applicant further gave evidence that the tenants had shared cooking, personal washing and toilet facilities.

31. In terms of rent, the Applicant confirmed that she had paid £680 per calendar month and that the rent was paid to the Respondent. The Applicant produced bank statements at pages 40 to 51 of the Applicant's bundle to show these monthly payments.

32. The Respondent accepted that the Applicant, Andrea Rizzotto and Anna Tankovitch had lived at the Property as their main residence during the Relevant Period. Further, the Respondent did not dispute that the Applicant had paid rent.

33. The Tribunal accepts the evidence of the Applicant and finds that the Property was required to be licensed under this Additional Licensing Scheme and did not fall within any of the exemptions of the scheme. The Tribunal finds that the Applicant, Andrea Rizzotto and Anna Tankovitch lived at the Property as their main residence during the Relevant Period, paid rent and that they shared a kitchen and washing facilities. Further the Tribunal finds that the occupation of the Property as living accommodation constituted the only use of that accommodation.

Person Having Control/Managing

34. The Applicant told the Tribunal that she had signed an Assured Shorthold Tenancy agreement with the Respondent for the Property which was dated 1 June 2020, and commenced on 6 June 2020. After this tenancy had ended, the Applicant had entered into another tenancy agreement with the Respondent which was dated 10 October 2020 and commenced on 24 October 2020. This was for a fixed term of six months. The Applicant told the Tribunal that she did not sign another tenancy agreement but continued to occupy the Property under a periodic Assured Shorthold Tenancy. The Applicant produced a copy of the tenancy agreement dated 1 June 2020 at pages 29 to 33, and a copy of the tenancy agreement dated 10 October 2020 at pages 34 to 36 of the

Applicant's bundle. In both agreements, the landlord was stated as the Respondent.

35. Further, the Applicant produced a copy of the official copy of the register of title for the Property from HM Land Registry. This showed that the Property was registered under title number EGL 415550 and that the Respondent was the leasehold owner (page 37 to 39 of the Applicant's bundle).

36. Additionally, the Applicant produced her bank statements (pages 40 to 51 of the Applicant's bundle) for the Relevant Period. These showed that rent of £680 was paid on a monthly basis to "Z Han", who the Applicant confirmed was the Respondent.

37. The Respondent did not dispute that she was the leasehold owner of the Property, was the immediate landlord and had received monthly rent from the Applicant for the Property.

38. The Tribunal was therefore satisfied that the Respondent was the "person having control" for the purposes of the section 72(1) offence as the Respondent was the immediate landlord, the beneficial owner of the Property and had received the rent. Additionally, the Tribunal also found that the Respondent was the "person managing" given the Respondent was the leasehold owner of the Property, receiving the rent.

39. There was no dispute that the Property did not have a licence.

Tribunal Determination – Section 72(1) Offence

40. In light of the evidence before it, the Tribunal finds, beyond reasonable doubt, that the Respondent committed the offence of being the person having control of or managing an HMO which was required to be licensed but was not so licensed.

Statutory Defence – Section 72(4) Housing Act 2004 and Reasonable Excuse Section 72(5)

41. The Tribunal has considered section 72(4) Housing Act 2004 which provides:

"In proceedings against a person for an offence under subsection (1) [offence of failing to obtain an HMO licence] 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"…

42. The Tribunal did not have before it any evidence that the Respondent had a defence under section 72(4)(a) Housing Act 2004.

43. With regards to the defence under section 72(4)(b) Housing Act 2004, it was the Respondent's position that she did not require a licence until March 2024. The Respondent confirmed that she had made an application for a licence as soon as she was told by the London Borough of Tower Hamlets that one was needed.

44. Muhammed Williams confirmed that a Housing Standards Officer had sent a first warning letter to the Respondent on 17 April 2024 to notify the Respondent that the London Borough of Tower Hamlets had reason to believe that the Property was being rented and required a licence. The letter had included a questionnaire for the Respondent to complete and had also set out details of the licensing scheme and the sanctions for not having a relevant licence (a copy of this letter was at page 67 of the Applicant's bundle). An application for a licence had been received from the Respondent on 24 March 2024.

45. The Tribunal does not find, on a balance of probabilities, that the Respondent had a statutory defence under section 72(4). Whilst it was not disputed that the Respondent had made an application for a licence,

this was after the Relevant Period and therefore does not provide a defence.

46. The Tribunal has considered whether the Respondent had a reasonable excuse under section 72(5). The Respondent submitted that the Applicant had worked for the London Borough of Tower Hamlets when she first moved into the Property and therefore the Applicant should have told her that a licence was required if it was. Further, the Respondent submitted that she was not a professional landlord and therefore the local housing authority should have notified her if a licence was required. The Respondent confirmed that, as set out above, as soon as she was aware that a licence was required she made an application.

47. It is for the Respondent to show, on a balance of probabilities, that the statutory defence under section 72(5) was met. The Tribunal finds that the obligation to be aware of the licensing provisions falls on landlords. The Tribunal does not accept that it was for the Applicant to notify the Respondent of any licensing requirements. In terms of the action taken by the London Borough of Tower Hamlets, the Tribunal accepts that they had advertised the scheme but that the obligation to licence the Property was upon the Respondent.

48. The Tribunal therefore finds beyond reasonable doubt that the Respondent committed the offence under section 72(1) of Housing Act namely of having control or management of a house in multiple occupation which was required to be licensed but was not so licensed.

Should the Tribunal Make an RRO?

49. Section 43 Housing and Planning Act 2016 provides that the Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed. The decision to make a RRO award is therefore discretionary. However, because the offence was established

the Tribunal finds no reason why it should not make an RRO in the circumstances of this application.

Ascertaining the Whole of the Rent for the Relevant Period

50. The relevant period is 24 January 2023 to 27 December 2023. The Applicant stated that she paid £680 per month and therefore she claimed £8,160. However, the Tribunal finds that this amount does not accurately reflect the period for which the Applicant claimed. The Applicant has only claimed for the period 24 December 2023 to 27 December 2023 and therefore the relevant period is 338 days.

51. The Tribunal therefore ascertains that the whole rent for the relevant period is £7,557.68. This has been calculated using the daily rate of £22.36 and multiplying it by 338, the number of days in the Relevant Period.

Deductions for Utility Payments that Benefit the Tenant

52. When determining the amount of a RRO, the Tribunal has a discretion whether or not to make a deduction for utility payments. Acheampong v Roman [2022] UKUT 239 confirmed that it will usually be appropriate to deduct a sum representing utilities.

53. The Applicant and Respondent agreed that the tenants were responsible for paying the electricity at the Property as this was paid by way of a meter system that the tenants were responsible for topping up. The Respondent confirmed that she had paid all other bills. This did not include a gas bill as there was no gas at the Property.

54. The Respondent told the Tribunal that she estimated that the yearly water bill for the Property was £850 and that she had also paid £50 per month for internet for the Property.

55. The Tribunal accepts the evidence of the Respondent as to the payment for water and internet. The Tribunal notes that there were at least three tenants living at the Property, but that the tenants paid the electricity bills. The Tribunal has therefore deducted £350 for utility payments made by the Respondent for the benefit of the Applicant for the Relevant Period.

Determining the Seriousness of the Offence to Ascertain the Starting Point

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

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

Seriousness of Offence and Conduct of Landlord and Tenant

58. The Respondent submitted that she had provided accommodation to help young professionals and that she had provided the accommodation at a cheap rent in a convenient location, and that tenants were happy with the accommodation she provided.

59. The Applicant raised a number of issues as follows:

- The Applicant was not provided with the Energy Performance Certificate (EPC), the "How to Rent" guide and details of the deposit scheme.
- Notice to leave the Property was not properly served by the Respondent.
- The Respondent did not respond to issues at the Property, specifically a water leak.
- The condition of the Property and rooms sizes were below HMO standards.
- There had been fire safety breaches.

Energy Performance Certificate (EPC), the "How to Rent" guide and details of the Deposit Scheme

60. In terms of the EPC, "How to Rent" guide and the deposit scheme, the Applicant's evidence to the Tribunal was that she had not been provided with these documents when she had moved into the Property. Further she confirmed that her deposit was not protected.

61. The Respondent accepted that she had not provided an EPC and the "How to Rent" guide. Regarding the deposit scheme, the Respondent told the Tribunal that she always returned tenants' deposits correctly at the end of tenancies.

62. The Applicant confirmed that her full deposit was not returned to her. The Respondent stated that this was because after the Applicant had left, the Respondent had found that the door frame, curtain, and some furniture were broken and so the Respondent had deducted £400 from the Applicant's deposit. The Applicant did not accept that she had damaged the Property in any way. Details about this were not included as part of the bundle and therefore the Tribunal does not make a determination. Further, the issue for the Tribunal is whether or not the tenant had been made aware of the tenant's deposit scheme. The Respondent accepted that she had not met this requirement.

63. The Tribunal accepts the evidence of the Applicant and finds that she was not provided with a copy of the "How to Rent" guide, EPC or details of the deposit scheme.

Notice to Leave the Property

64. The Applicant stated that the Respondent had incorrectly given her one month's notice to leave the Property on 4 February 2024. The Applicant stated that she had left the Property on 20 February 2024. The Applicant stated that she had not been served with a section 21 notice seeking possession and the Respondent had not applied for a court order.

65. The Respondent told the Tribunal that the tenancy agreement had required one month's notice to be given and that was what she had done. Further, the Respondent informed the Tribunal that she had told the Applicant to leave because of the Applicant's behaviour. It was the Respondent's position that she had no option but to ask the Applicant to leave because of the repeated complaints she had received from all of the other tenants about the Applicant.

66. The Tribunal finds that the Respondent did not provide the Applicant with valid notice to leave the Property and finds this to be an aggravating factor.

The Respondent did not respond to issues at the Property, specifically a water leak.

67. The Applicant told the Tribunal that in spring/summer 2023 there had been a water leak from the upper floor bathroom and that this was causing water to drip into the kitchen, specifically through the ceiling lamp. The Applicant told the Tribunal that when this leak was reported to the Respondent, she had taken no action and had stated that the leak would dry out.

68. The Tribunal is not satisfied that the Applicant sufficiently demonstrated that the Respondent had failed to take action. There was no evidence in the bundle of documents that the issue had been reported to the Respondent and, at the hearing, the Applicant confirmed that the leak did not continue.

69. The Tribunal therefore does not find this to be an aggravating factor.

Condition of the Property and the required size for an HMO

70. The Applicant submitted that two of the rooms at the Property did not meet the HMO room size standards. The evidence that the Applicant adduced to show this was an inspection report completed by Nana-Yaw Dwamena, who was a Housing Standards Officer employed by the London Borough of Tower Hamlets (page 91 to 92 of the Applicant's bundle). The inspection report had been completed following the Respondent's application for an additional licence. However, Muhammed Williams confirmed to the Tribunal that Nana-Yaw Dwamena had not provided a witness statement or a typed version of his notes but instead included within the bundle was an unsigned copy of handwritten notes.

71. The Tribunal places limited weight on the evidence of Nana-Yaw Dwamena given that the Tribunal has only been provided with his handwritten notes. The Tribunal has not been provided with a witness statement with a statement of truth or even a typed version of the notes. Further, the Tribunal notes that Nana-Yaw Dwamena's inspection took place 11 months after the end of the relevant period and therefore his report cannot speak to the conditions described at the Property during the Relevant Period. The Tribunal accepts that Nana-Yaw Dwamena's evidence can be considered when considering physical features of the Property that have not changed.

72. To this end, Muhammed Williams confirmed that Nana-Yaw Dwamena had measured the rooms at the Property and concluded that two of the bedrooms did not meet the room size standards for HMOs within Tower Hamlets (6.5m2), with one bedroom being 6.3m2, and another 5.6m2.

73. Further, Nana-Yaw Dwamena stated in his report that the Property did not have a window or extractor fan in the bathroom and the toilet did not have a wash basin, which was a requirement for HMOs with a separate toilet.

74. In reply, the Respondent submitted that she had not made any alterations to the size of the rooms at the Property. It was her position that the Property was previously rented out by the London Borough of Tower Hamlets and she had not altered the size of the rooms from what they were when the Property was rented by the Council. In any event, the Respondent submitted that the room sizes of the Property were above minimum standards and submitted that the Property had a courtyard, balcony, separate toilet from the bathroom and all necessary compliances.

75. The Tribunal notes that the evidence presented by the Applicant in relation to the section 72 offence was predicated on three people living at the Property for the Relevant Period as their main residence, namely the Applicant, Andrea Rizzotto and Anna Tankovitch. The occupation of the smallest room was not relied upon by the Applicant. In light of this, the Tribunal finds that one room that was occupied at the Property was undersized. The Tribunal does not accept the submission of the Respondent that the room sizes were sufficient when the Property was let out by the London Borough of Tower Hamlets. This is because the room size standards that the Tribunal is considering are HMO standards rather than rooms that are let to a single household. The Tribunal finds that the lack of wash basin in the toilet and the room being undersize are aggravating factors.

76. Further, the Tribunal finds that the Property had been an unlicensed HMO for a significant period of time. The Property had been required to be licensed since April 2019, but an application for a licence was not made until April 2024. The Tribunal finds this to be an aggravating factor.

Fire Safety Breaches

77. The Applicant submitted that the Property had breached fire safety regulations. The Applicant relied on the report completed on 15 November 2024 by Nana-Yaw Dwamena (page 91 to 92 of the Applicant's bundle). This report stated that the kitchen did not have a heat detector or a fire blanket and, although there was a fire extinguisher, this was not mounted on the wall. Further, the report stated that the kitchen door was not self-closing and did not have intumescent strips.

78. The Respondent submitted that none of the tenants moved out because of bad conditions in the Property and further stated that there had been no report of any fire or incident at the Property.

79. As stated above, the Tribunal places limited weight on the evidence of Nana-Yaw Dwamena and notes that the inspection was carried out 11 months after the end of the Relevant Period.

Respondent's Application for an Additional Licence

80. It was agreed that the Respondent applied for an additional licence on 24 April 2024; however, Muhammed Williams stated that on 16 July 2024 a further email had been sent to the Respondent by the London Borough of Tower Hamlets to remind the Respondent that her application for an additional licence was incomplete as it did not have an Electricity Installation Condition Report (EICR) or a floor plan (page 76

of the Applicant's bundle). No response had been received and so a further reminder email had been sent to the Respondent on 23 July 2024 (page 76 of the Applicant's bundle).

81. On 12 August 2024 the Respondent submitted an EICR to the London Borough of Tower Hamlets, which was dated 3 August 2024. Tech Engineering Limited, who had undertaken the inspection, stated that the overall assessment of the installation in terms of its suitability for continued use was "unsatisfactory" (pages 78 to 86 of the Applicant's bundle).

82. The Tribunal therefore takes into consideration that an application for a licence was made by the Respondent; however, the Tribunal notes the chronology as outlined by the Applicant and determines that the Respondent's actions provide limited mitigation.

Financial Circumstances of Respondent Landlord

83. The Respondent did not provide the Tribunal with any financial information. The Tribunal was therefore not presented with any evidence that the Respondent would not be able to meet any financial award the Tribunal made.

Whether Respondent Landlord has been convicted of an offence

84. The Respondent confirmed to the Tribunal that she had not been convicted of any offence within the table at section 40(3) Housing and Planning Act 2016.

Respondent as a Professional Landlord

85. The Respondent told the Tribunal that she was not a professional landlord.

Quantum Decision

86. The Tribunal concludes that, taking the factors of this particular case into account, a RRO of 75% should be made in favour of the Applicant.

87. The Tribunal therefore makes a RRO as follows:

Total Claim - £7,557.68
Less utilities - £ 350

75% of which gives a **total amount of £5,405.76**

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

Application Fees

89. The Applicant asked the Tribunal to make an order requiring the Respondent to refund the fees that the Applicant had paid to the Tribunal.

90. The Respondent submitted that this order should not be made. She reiterated that she had provided accommodation to young professionals at a reasonable rent.

91. Given that the Tribunal has made a RRO, the Tribunal exercises its discretion and orders that the Respondent must reimburse the Applicant with the amount that has been paid in fees to the Tribunal, namely the application fee and the hearing fee. This amount shall be paid within 28 days.

Judge Bernadette MacQueen **Date: 13 June 2025**

Annex – Rights of Appeal

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-Tier at the Regional Office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. If the application is not made within the 28-day time limit, such application must include a request to an extension of time and the reason

for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.