



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

Case Reference : **BIR/OOCN/HSI/2024/0602**

Property : **181 Oldknow Road Small Heath Birmingham B10
0JA**

Applicant/ Tenant : **Mrs Amina Hassan Yuusuf**

Respondent/ Landlord : **Mr Shelu Miah**

Type of Application : **Application for a Rent Repayment Order under
the Housing and Planning Act 2016**

Tribunal : **Mr N Wint FRICS &
Mr P Wilson BSc (HONS) LLB MRICS MCEIH
CEnvH**

Date of Decision : **28 June 2025**

DECISION

Background

1. An application was made to the Tribunal by Amina Hassan Yuusuf (the **‘Tenant’**) seeking a Rent Repayment Order (**‘RRO’**) under section 41 of the Housing & Planning Act 2016 Act (the **‘2016 Act’**) in respect of 181 Oldknow Road Small Heath Birmingham B10 0JA (the **‘Property’**).
2. It is asserted that the Landlord committed an offence of control or management of an unlicensed house contrary to section 95(1) of the Housing Act 2004 (the **‘2004 Act’**).
3. The Tribunal issued its Directions dated 9 October 2024 and listed the case for a hearing on 24 February 2025 without an inspection. Both parties attended the hearing.
4. The Tenant pays £900 per month in rent and is seeking a total of approximately 10 months’ rent from 5 June 2023 to 20 March 2024 amounting to £9,000 from Mr Miah, (the **‘Landlord’**).
5. The Tribunal is to decide:
 - a) whether to make a rent repayment order, and if appropriate to make such an order
 - b) for what amount
6. The Tribunal received the following documents from the Applicant Tenant:
 - (i) Witness Statement
 - (ii) Notice of Rent Increase
 - (iii) Withdrawal of Notice
 - (iv) Tribunal confirmation of Withdrawal
 - (v) Application referring a Notice
 - (vi) Application by a tenant for a RRO
 - (vii) Application for a Case Management Or Interim Order
 - (viii) Tribunal response to application
 - (ix) Current tenancy agreement
 - (x) Previous tenancy agreement
 - (xi) Advance rent deposit
 - (xii) Deposit receipt
 - (xiii) Title Register for property
 - (xiv) Proof of Rent Payments
 - (xv) Banks Statements
 - (xvi) UC Statements
 - (xvii) Property licence
 - (xviii) Section 21
 - (xix) County Court Order
 - (xx) Email correspondence between the parties
7. The Tribunal received the following documents from the Respondent Landlord:

- (i) Witness Statement
 - (ii) Statement of Reasons
 - (iii) Exhibits A – P
 - (iv) Photographs of Disrepair
 - (v) Bank Statements
8. Birmingham City Council (the ‘**Council**’) adopted the Selective Licensing Scheme for all wards on 5 June 2023 with the scheme effective for 5 years. The Selective Licensing Scheme is applicable to all privately rented single household properties located in 25 wards of the City.
9. The Landlord applied for a selective licence on 20 March 2024 which was granted effective from 25 April 2024 to 24 April 2029. The Property was licensed for a maximum of 5 people living as one household.
10. A licensing compliance inspection was carried out on 6 August 2024. At the time of the inspection various potential hazards were identified:
- i) No window restrictor on first floor front bedroom. Recommend restrictors are installed on all windows.
 - ii) Excess cold in first floor rear bedroom. Recommend investigation to prevent issues with excess cold and damp and mould.
 - iii) Pest proofing inadequate in front living room with active rodent infestation. Fully seal all gaps at service entry points and voids to skirting and external doors.
11. Following further discussions with the Compliance Office, Birmingham City Council confirmed that the Property was broadly compliant with the licensing conditions on the 3 September 2024. It was noted that gaps between the floor and skirting board may have been created by the change in flooring carried out by the Applicant, there was uncertainty over the issue of excess cold in the first floor rear bedroom as there had been no previous complaints from past tenants and there was no evidence of as the lack of roof insulation and the installation of a window restrictor to the first floor front bedroom had been discussed.

Submissions

12. The Tenant submitted an undated written statement.
13. The Tenant occupies the Property under an Assured Shorthold Tenancy Agreement dated 23 March 2023 at a rent of £900 per month.
14. The Tenant advised the Landlord served a rent review notice under section 13 of the Housing Act 1988 on the 23 January 2024 proposing to increase the rent to £1,000 per month with effect from 23 March 2024. The notice was subsequently withdrawn as it was defective.
15. On 26 February 2024 the Tenant raised a complaint with the Council following the failure of the Landlord to carry out various repairs. On 13 May 2024 the Tenant was informed by the Council that the Landlord did not have a licence and had only applied for such on 20 March 2024. The Tenant advised she applied for a RRO On

the 8 June 2024 to obtain a refund of rent backdated to 5 June 2023 when selective licensing was brought into force by the Council.

16. The Tenant advised she receives Universal Credit which includes the standard benefit amount, the local housing allowance rate, and child support.
17. The Tenant also advised that on the 20 August 2024 the Landlord served an order for possession under Section 21 of the 1988 Housing Act giving the Tenant 2 months to leave the Property. She states she served a defence form on the 23 September 2024. The matter was listed for an oral hearing at the County Court on the 13 December 2024. Her application for a time extension to comply with directions was granted on the 6 November 2024. At the time of the tribunal hearing, it was understood that the action for possession of Property had still not been resolved.
18. The Landlord submitted a written statement dated 1 December 2024.
19. The Landlord stated that he completed an application for a selective licence on 19 March 2024 which was granted on 25 April 2024. The Landlord also stated that the Tenant had continually prevented him from gaining access to the Property stopping him from completing the application earlier. In addition, the Landlord stated he was unable to make the application any earlier due to personal circumstances that were outside of his control. Furthermore, the Landlord was under the impression the council should have notified him that the licensing requirements in the area had changed; he had previously been in the "Let to Birmingham" scheme where landlords who had been checked and approved could let properties to the Council and he had had been issued with a landlord code after checks.
20. The Landlord also stated that following the completion of the inspection by the council on 11 August 2024 no areas of concern were noted but the Landlord did raise his concern relating to the Tenant subletting the Property and the identity of an unknown individual who appeared to be living at the house.
21. In response to the Tenant's statement the Landlord disputes the date the RRO was submitted as being on 8 June 2024 - Exhibit D, which is the RRO application, is dated 1 October 2024. The Landlord also advised that the date on the section 21 Notice is not 20 August 2024, but 29 May 2024 as evidenced by Exhibit O.
22. The Landlord also disputes the Tenant's claim that the first-floor bathroom was converted to a bedroom having owned the Property for over 20 years and not having carried out any alterations since then.
23. The Landlord advised that the reason for his failure to apply for a selective licence was that he was unaware of its introduction and had expected, given his past relationship with the Council under the Let to Birmingham programme, that they would have notified him. In addition, the Landlord advised there were personal circumstances involving a close family member with a terminal illness that meant he was not able to devote sufficient time to making the application for the licence when he was made aware of the need to do so. The Landlord also advised that he had made numerous attempts to access the Property in order to obtain the necessary information to complete the application but was prevented from doing so by the Tenant which had also led to the delay as evidenced by Exhibit B and G.

24. The Landlord stated that the licence was obtained 25 April 2024, and all the necessary requirements were met as evidenced by Exhibit H.
25. The Landlord also disputed the number of occupants living in the Property having visited the Property on several occasions and been informed by an unidentified individual at the Property that he was 'a tenant who is paying rent'.
26. The Landlord disputed the Tenant's claim that the Property was suffering from damp in the third bedroom. The Landlord maintains Emergency Insurance Protection – Exhibits K1, K2, K3) and his contractors identified poor ventilation (Exhibit E). The Landlord also referred to Exhibit A where the Tenant acknowledges the repairs undertaken were satisfactory. Further, following an inspection by the Environmental Health Officer – Exhibit I – no mention of damp was made and all other matters raised had been attended to by the Landlord.
27. The Landlord also stated he provided a dehumidifier to address the ventilation concerns which following a subsequent inspection he found had been switched off and moved to another room. The Landlord stated he had spent £2,500 to address the damp issues.
28. The Landlord advised that the section 21 Notice was withdrawn due to an administrative error regarding the wrong date being specified in the Notice. In addition, the Landlord stated that he reviewed the financial viability of continuing to let the Property and as a result of rising running costs was finding it increasingly difficult to continue letting the Property. Exhibit O provides a detailed breakdown of the gross income and expenditure resulting in a net income of £260 between June 2023 and March 2024. The Landlord also advised he will have to replace the carpets and redecorate and if these costs are included the net loss would be £1,659.95.
29. The Landlord stated the Tenant had also replaced the carpets with a vinyl flooring and when this was fitted it caused damage to the pipework – Exhibit Q1 & Q2 - underneath the floorboards leading to a water leak and damage as nails had been used to fix the covering the to the floor.
30. The Landlord also stated the Property was in poor condition because of the Tenant as evidenced by Exhibits E1 to E4.

The Law

31. Section 40 of the Act provides that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant. It confers power on the First-tier tribunal to make such an order in favour of a tenant where the landlord has committed an offence to which Chapter 4 of the Act applies.
32. The relevant offences are detailed in section 40(3) of the Act below which the Tribunal has to be satisfied beyond reasonable doubt that the Landlord has committed (whether or not the landlord has been convicted):

	Act	Section	General Description of Offence
1	Criminal Law Act 1977	s.6(1)	violence for securing entry
2	Protection from Eviction Act 1977	s.1(2), (3) or (3A)	unlawful eviction or harassment of occupiers
3	Housing Act 2004	s.30(1)	failure to comply with improvement notice
4	Housing Act 2004	s.32(1)	failure to comply with prohibition order etc.
5	Housing Act 2004	s.72(1)	control or management of unlicensed HMO
6	Housing Act 2004	s.95(1)	control or management of unlicensed house
7	Housing and Planning Act 2016	s.21	breach of banning order

33. The Tribunal must also consider the following matters:

- Did the offence relate to housing that, at the time of the offence, was let to the tenant?
- Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?
- What is the applicable 12-month period?
- What is the maximum amount that can be ordered under section 44(3) of the Act?
- What account must be taken of:
 - (a) The conduct of the landlord?
 - (b) The financial circumstances of the landlord?
 - (c) Whether the landlord has at any time been convicted of an offence shown above?
 - (d) The conduct of the tenant?
 - (e) Any other factors?

34. Section 41 of the Act details the application process and provides:

41 Application for rent repayment order

- (1) A tenant ... 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.

...

35. Sections 43 and 44 of the Act detail the power of the tribunal to make an order and the amount of that order and, in respect of an application by a tenant, provide:

43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant);
 - ...

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>
<i>an offence mentioned in row 1 or 2 of the table in section 40(3)</i>	<i>the period of 12 months ending with the date of the offence</i>
<i>an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)</i>	<i>a period, not exceeding 12 months, during which the landlord was committing the offence</i>

- (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.

Hearing

36. At the hearing the Tenant informed the Tribunal that she was seeking a claim of £9,000 representing 10 months rent for the period during which the Property was not licensed. The Tenant also acknowledged that the Landlord had now received a licence having applied for one on 20 March 2024 but referred the Tribunal to the hazards identified in relation to the lack of window restrictors, excess cold and pest proofing in addition to various other items of disrepair including a broken garden

gate, missing garden fence panels, lack of heating in the toilet, lack of an electrical inspection report and no loft insulation.

37. The Tenant advised the Tribunal that the Property was dirty and was damp when it was originally let to her and that she had complained in February 2024 that there was damp in the third bedroom and that it was cold and there was a lack of insulation in the loft. The Tenant also advised that the garden was full of rubbish when she moved into the Property.
38. The Tenant informed the Tribunal that the ‘additional person’ referred to by the Landlord at the house was in fact a family friend who she had asked for support and help when anyone such as a contractor or the landlord came to the house.
39. In relation to the Tenant’s financial circumstances, she advised the Tribunal that she receives universal credit (including housing allowance).
40. The Landlord at the hearing acknowledged his errors in relation to the service of the section 21 Notice, disputed the third bedroom was ever a bathroom and reiterated his position that he was unaware, at the time, of the selective licensing scheme that had been introduced by the Council and that the delays were simply due to personal circumstances that were beyond his control as well as due to the Tenant preventing his access to the Property to complete the necessary application forms.
41. The concerns regarding damp in the third bedroom were, in the opinion of the Landlord, caused by poor ventilation and he had spent a considerable amount of money addressing this. The Landlord also informed the Tribunal that the selective licensing team had noted that no damp was present in the bedroom and was of the view that the Tenant had caused a number of the disrepair issues including damaging the pipework when the carpets were replaced with vinyl flooring. The Landlord reiterated that when he had been notified of any disrepair he had attended to these and none of the repairs identified were now outstanding.
42. The Landlord therefore disputed the Tenant’s claim that he had ignored the issues and considered he had always dealt with these straight away as evidenced in his submission.
43. The Landlord informed the Tribunal that his contractor had also checked the loft space and was satisfied that it had sufficient insulation and that this had been confirmed to him by the Council.
44. The Landlord also advised the Tribunal the Property was now ‘loss making’ and was no longer financially viable.

Tribunal’s Deliberations

45. In reaching its determination the Tribunal considered the relevant law, in addition to all of the evidence submitted and briefly summarised above.
46. Prior to being able to make a rent repayment order under the Act, the Tribunal must be satisfied “*beyond reasonable doubt*” (under section 43) that the Respondent has committed one or more of the offences referred to in section 40(3) of the Act.

47. Based on the evidence provided, the Tribunal noted that the Property was without a licence from 5 June 2023 until 20 March 2024 amounting to 289 days. The Tribunal was satisfied that, during these dates, the Property was being occupied by the Applicant, so was a licensable HMO.
48. The Tribunal was also satisfied that the Respondent was the landlord and both the “person having control” and the “person managing” the Property in accordance with section 263 of the 2004 Act.
49. Consequently, the Tribunal found that it could make an RRO, having been satisfied beyond reasonable doubt that the Respondent had committed an offence under section 95 of the 2004 Act during the period 5 June 2023 to 20 March 2024 (inclusive), after which date the Respondent had a defence under section 95(4) of the 2004 Act as a valid application for a licence had been made.

Reasonable Excuse for Failure to Licence

50. The Respondent did not specifically rely on a defence of “reasonable excuse” under section 95 of the 2004 Act. The Tribunal considered whether the circumstances described by the Landlord would have amounted to a reasonable excuse whether an appellant refers to such a defence or not. The Tribunal found that they did not. In accordance with the Upper Tribunal decision in *IR Management Services Ltd v Salford City Council* [2020] UKUT 81 (LC) Martin Rodger KC stated in paragraph 31:

“I would add, finally, that the issue of reasonable excuse is one which may arise on the facts of a particular case without an appellant articulating it as a defence (especially where an appellant is unrepresented). Tribunals should consider whether any explanation given by a person managing an HMO amounts to a reasonable excuse whether or not the appellant refers to the statutory defence.”

51. The Landlord is a private individual and has been involved in the letting of a licensable property for a number of years. The Landlord has one property that he lets and is not a commercial landlord in the sense of having or managing multiple properties.
52. The Landlord did not use an agent to let the Property at the time and had previously let the house to the Council under the scheme to encourage private landlords to help the local authority with its need for more properties.
53. The Landlord acknowledged he was in breach of the licensing scheme and accepted he did not make the application to do so as soon as he was made aware because of personal circumstances involving a seriously ill family member and delays arising from the Tenant preventing him from gaining access to complete the necessary form. However, as soon as he was able, he did apply for a licence which has now been granted.
54. Although the Respondent stated that the reasons for the failure and delay in submitting an application was due to personal family circumstances and being prevented by the Tenant from gaining access to the Property in order to complete the

application form the Tribunal did not accept this as being a reasonable excuse for the failure. The Tribunal accepts that the Landlord's personal family circumstances may have led to a short delay in the need to make the application and that there were some difficulties in obtaining access to the Property, but the Tribunal found that this should not have delayed the Respondent for over 9 months, especially when the Landlord has been involved in letting residential property for some time and having previously let the Property to the Council under the 'Let to Birmingham' programme and should therefore have been aware of the duty to have a licence. Furthermore, information on the licensing scheme is readily available in the public domain.

Amount of the Order

55. The Tribunal was able to make an RRO, having been satisfied that:

- (i) an offence had been committed under section 95(1) of the 2004 Act between the dates of 5 June 2023 and 20 March 2024 (inclusive),
- (ii) that the offence had been committed within the twelve months preceding the date of the application and that,
- (iii) whilst the offence had been committed, the Applicants had paid a proportion of the rent to the Respondent from their own funds.

56. Taking into account the guidance given by the Chamber President, The Hon Mr Justice Fancourt, in the decision by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 0244 (LC) ('Williams'), the Tribunal noted that the correct approach when considering what amount of repayment order is reasonable in any given case was for the tribunal to consider:

"what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions".

57. The Tribunal also noted the decision in *Williams* confirmed that the tribunal should have particular regard to the conduct of both parties (including the seriousness of the offence committed), the financial circumstances of the landlord, whether the landlord had at any time been convicted of a relevant offence and "any other factors that appear to be relevant" [paragraph 50].

57. The amount of rent paid monthly by the Tenant during the period of the offence was consistent and at no time was the Tenant in arrears. The total rent payable was made up of £674.99 per month from Universal Credit and the balance of £225.01 per month from the Tenant directly. This also excludes any payments made for deposits which are separate and distinct from payments made for rent.

58. No rental payments after the date the licence application made by a Landlord may be taken into account only the rental payments during the period of the offence as confirmed by the Court of Appeal in *Kowalek & Anor v Hassanein Ltd* [2022] EWCA Civ 1041 ('Kowalek'), in which Lord Justice Newey, upholding the reasoning of the Upper Tribunal, stated at paragraph 26:

"I agree with the Deputy President that the maximum amount of a rent repayment order must be determined without regard to rent which, while it might have

discharged indebtedness which arose during the period specified in section 44(2), was not paid in that period.”

59. The rent paid by the Tenant does not include any amounts for utilities or services and therefore no deductions have been made by the Tribunal for these costs. Such payments for utilities and services which, as Judge Cooke stated in *Acheampong v Roman and others* [2022] UKUT 239 (LC), “only benefited the tenant” [para 20]. Under the tenancy agreement, the Tenant is separately responsible for the gas, electricity, water, TV and internet services. The Tribunal was satisfied that all of these utilities and services were paid separately by the tenant. The Tribunal also found that mortgage payments, buildings insurance costs and payments made for maintenance contractors were not deductible.
60. In relation to the amount of a Rent Repayment Order, the Tribunal found that the failure to obtain a licence was not the most serious type of offence the Respondent could have committed. The Tribunal accepted, however, that licensing requirements were necessary and that an order ought to be made to deter evasion. The Tribunal noted that, although the Landlord was not a ‘commercial’ residential landlord, the Landlord was not new to the market and had had considerable experience in letting residential property and should have been aware of the requirements. There was no evidence to suggest that the Landlord had been convicted of any other offence, but the Property was without a licence/application for just over nine months, notwithstanding the personal family issues and difficulties in gaining access to the Property.
61. The Tribunal found that the evidence provided by both parties did indicate that there had been various issues with the Property some of which had been attended to and others that were left outstanding. The Tribunal found that, although the matters outstanding were not all safety related and that the Landlord had arranged for various repairs to be undertaken and that the Tenant had contributed to some of the issues, the matters would have been a cause of serious inconvenience to the Tenant.
62. The Tribunal noted that the Respondent accepted that there were some issues outstanding but noted that the report from the Environmental Health team did not note any mould or damp issues nor did the Licensing Officer refer to such matters in his report. And as regard the insulation in the third bedroom the Tribunal noted that the Landlord’s contractor checked the roof void and advised that there was sufficient insulation in place as did the report provided by the local authority officer. If there was any damp or mould in the Property, the Tribunal did not consider this was so serious that it should affect the amount of any RRO made.
63. In relation to the broken windows, these have now been replaced and the issue concerning the leak was as a result of the tenant replacing the carpet with lino and the fixing which pierced a radiator pipe under the floorboards. By removing the carpet led to a gap underneath various doors leading to draughts occurring in the house. The Landlord also advised the Tribunal the carpets were newly fitted when the Applicant took the tenancy and did not need replacing. The Tribunal found that none of these issues were serious enough to have any impact on the amount of any RRO made, although the Landlord did deal with some of the Tenant’s concerns some remain outstanding.

64. With regard to any poor conduct on the part of the Tenant, other than the issue concerning access being not made available to the Landlord and the apparent failure of the Tenant to keep the property in a clean and tidy condition and some doubt as to the responsibility for the broken windows and rubbish in the garden there were no other matters for the Tribunals consideration.

Decision

65. The overall aim of the Licensing Scheme is to improve the living conditions of tenants and improve neighbourhoods.
66. It is usual practice for the Council to run a number of campaigns to promote the schemes and the legal requirement for applicable properties to be licenced. This may include press articles, leaflets distribution, target letters to specific landlords, social media promotions and various adverts placed in local newspapers which may continue on an on-going basis throughout the life of the scheme. However, in this case the Landlord did not adduce any evidence confirming the local authority had undertaken such an exercise and informed the Tribunal he was not aware either.
67. In *Newell v Abbott* [2024] UKUT 181 (LC) Martin Rodger KC, Deputy Chamber President Martin Rodger made it clear that misconduct is not generally major issue:

“The Tribunal has said in the past that it is not possible to be prescriptive about the sort of conduct which might potentially be relevant under section 44(4), 2016 Act (see Kowalek, at paragraph [38]). But that should not be taken as an invitation to landlords and tenants to identify every possible example of less than perfect behaviour to add to the tribunal scales in the hope of increasing or reducing the penalty. When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two.”

68. In assessing whether to make a RRO the Tribunal has had regard to the statements made by the parties and the evidence submitted at the hearing.
69. The Tribunal finds as follows:

- (i) The Tribunal has considered the conduct of the Tenant and the Landlord. Whilst the Landlord is not engaged professionally in residential letting, he should have been aware of the licensing scheme given its importance and the extent of consultation/advertisement of it, prior to implementation. The

Tribunal finds the Landlord was not deliberately flouting the requirement for the Property to be licensed. When the Landlord was made aware of his obligations, he did comply, albeit following a delay due to personal circumstances and issues relating to gaining access to the Property. The Tribunal finds the Landlord's conduct has not exacerbated the breach.

- (ii) The Tenant raised with the Tribunal areas of disrepair including a water leak, damp, pest control, lack of insulation, and rubbish in the garden. The Landlord advised these have been attended to although some are down to the Tenant and how she occupies and uses the Property. The Tribunal agrees.
- (iii) The Landlord has not been fined or convicted of an offence. It is only the Landlord's conduct in relation to failure to obtain a licence that requires to be considered.
- (iv) The Landlord has no mortgage costs and only the usual outgoings in relation to the Property. In any event mortgage costs in respect of the subject property should not be taken into account in assessing the amount of the maximum RRO.
- (v) It is agreed between the parties that the matters set out in s73 (8) are satisfied.
- (vi) The Tribunal finds that this was not a serious offence despite the delay by the Landlord in seeking to licence the Property.
- (vii) Selective licensing was introduced on 5 June 2023 and the Landlord applied for a licence on 20 March 2024.
- (viii) The length of time over which the offence was committed was therefore from 5 June 2023 to 20 March 2024. The Tribunal calculates that the period in question is 289 days – the relevant period.
- (ix) The Landlord has not indicated that any of the payments received by him were for utilities / services.
- (x) The Tenant has requested a "full rent refund". However, there is no presumption that the RRO should be for the total amount of rent received by the Landlord. We do not agree with the Tenant's rent repayment claim of £9,000.
- (xi) As the Tenant receives Universal Credit she is only entitled to claim/ recover the amount of rent that she actually pays excluding the amounts in relation to Universal Credit/ housing benefit receivable, the net amount of which is £225.01 per month or £7.3976 per day.
- (xii) This amounts to a total of £2,137.90, the net rental payments received by the Landlord for the relevant period, as the maximum possible Rent Repayment Order.
- (xiii) The Tribunal must determine a percentage to be applied to that figure having regard to the findings above in assessing what amount the Tenant can recover

from the Landlord. The Tribunal has had regard to the financial circumstances and conduct of the parties and had regard to the fact that we do not find this a particularly serious breach. Nor do we find any serious misconduct on the part of the Tenant needs to be taken into account. We therefore determine that the appropriate percentage is 25%.

(xiv) This results in an amount of £534.48 which is an amount as we find reasonable in the circumstances as required by s74(5) of the 2004 Act.

(xv) The total amount required to be paid by virtue of a Rent Repayment Order under s73(5) of the 2004 Act is £534.48.

(xvi) We therefore make a Rent Repayment Order that the Respondent/ Landlord shall pay to the Applicant/ Tenant the sum of £534.48.

70. As the total sum payable by the Respondent is £534.48 (and having taken into account the financial circumstances as set out at the hearing), the Tribunal finds that the RRO would not cause the Respondent financial hardship.

Order under Rule 13

71. The Tribunal can, on its own initiative, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013:

“...make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party...”.

72. In this matter, the Applicant has paid an application fee of £110 and a hearing fee of £220.

73. Having found that the Respondent/ Landlord had committed an offence and had no reasonable excuse to do so, the Tribunal finds it appropriate to make an order under Rule 13(2) and orders the Respondent to reimburse the Applicants the application and hearing fee.

Appeal

74. Either party may appeal this Decision to the Upper Tribunal (Lands Chamber) but before doing so must apply to the First-tier Tribunal for permission to appeal. Any application for permission must be in writing setting out grounds relied upon and must be received by the First-Tier Tribunal no later than 28 days after the Tribunal send this Decision to the party seeking permission to appeal.

Nicholas Wint FRICS