



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

**Case reference** : LON/00BH/HMG/2025/0605

**Property** : 81 Church Lane, Walthamstow, London,  
E17 9RN

**Applicant** : Yaelle Raccaud and Juliette Hirt

**Representative** : Ms Fleur Donnelly-Jackson of Justice  
for Tenants

**Respondent** : Elizabeth Chandnani

**Representative** :

**Type of application** : Rent Repayment Order

**Tribunal  
member(s)** : Judge Dutton  
Mr S Wheeler MCIEH CEnvH

**Venue** : 10 Alfred Place, London WC1E 7LR on  
24 July 2025

**Date of decision** : 1 August 2025

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**DECISION**

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## **DECISION**

**The tribunal determines that an offence under s95(1) of the Housing Act 2004 has been committed and by virtue of sections 40, 41, 43 and 46 of the Housing and Planning Act 2016 a rent repayment ORDER is made in the sum of £5,120 together with tribunal fees of £330, both to be paid within 28 days.**

### **Background**

1. This application for a Rent Repayment Order (RRO) was made by the applicants on 10 December 2024. It alleged that the Respondent had committed the offence of having control or management of an unlicensed house, 81 Church Lane, Walthamstow (the Property).
2. Directions were issued on 25 February 2025. They have been ignored by the Respondent who has played no part in these proceedings.
3. For the Applicants, Justice for Tenants had submitted a 132-page bundle containing details of the offence, details of the rental paid, the Applicants' witness statements, copy of the tenancy agreements, the licensing scheme details and correspondence with the Council. We have noted all that is said.

### **Hearing**

4. With the non-attendance of the Respondent, we heard from Ms Donnelly-Jackson on behalf of the Applicants.
5. She told us that the Applicants were looking to recover the sum of £18,400 being the rental paid in the period 19 December 2022 to 17 December 2023. This period covered an initial letting whilst under an agreement between the Applicants and Mr Stuart Huggins dated 18 August 2022, which was for a period of 12 months until 17 August 2023. This required payment of the years rent in advance, which was done on 15 August 2022, as evidenced by a bank statement of Banque Raiffeisen d'Assens on Ms Raccaud's account.
6. On 15 December 2022 the Respondent bought the subject property and three other registered titles and completed the registration of same on 19 December 2022. It came to the Applicants attention that the Landlord had changed and in April 2023 they asked for a new agreement. This did not come about in August 2023 but instead a new agreement with the Respondent as Landlord was entered into for the period 18 October 2023 to 17 August 2024. From 17 August 2023 to 17 December 2023 the Applicants paid monthly rental contributions to the letting agents Talbies, who had been the letting agent for Mr Huggins.

7. On 18 December 2023 the Respondent made application for a selective licence for the Property which was granted on 24 February 2024. It was accepted by Ms Donnelly-Jackson that this provided the cut of date for the recovery of rent by virtue of s95(3) of the Act.
8. Both Applicants had made witness statements, which mirrored each other to a large degree. We heard from both Ms Hirt and Ms Raccaud. Their statements confirmed that the Property was their home and that they had been tenants from 18 August 2022 to 17 August 2024. The statements confirmed the layout of the two bedroomed ground floor flat, there being upstairs tenants. They vacated the Property on 17 August 2024.
9. Their statements confirmed that there had been issues with the Property, namely mould in the bathroom, humidity mainly in the bedrooms and cold. These issues were reported to the letting agents, but little was done to ameliorate the problems. During their periods of occupancy they had no contact with either landlord. They also confirmed that they were close friends but not in any way related.
10. Ms Raccaud told us that she had paid 12 months rent in advance of signing the first tenancy agreement. She expected to do this as she had been required to do so before and she had no UK based guarantor, nor was she at the time in employment.
11. We raised with Ms Donnelly-Jackson the Court of Appeal case of Kowalek v Hossanien Limited [2022] EWCA Civ 1041 which was the appeal from the Upper Tribunal in case reference 2021 UKUT 143. In addition, there had been recent Upper Tribunal authority in the case of Pearlon v Betterton Duplex Ltd 2025 UKUT 175. She asked for some time to consider the position, and we agreed to give her time to review these decisions.
12. On return her response was that there was clear evidence that the Respondent had acquired the Property in December 2022 and was controlling or managing the Property from then. The letting agents confirmed there was a new landlord, and the Respondent made an application for a licence in December 2023.
13. On the question of quantum, she felt that the Respondent should pay up to 90% of whatever amount we found was due. In support of this proposition, she reminded us that no application for a licence was made until 12 months after the Respondent purchased the Property. There was no evidence as to her financial status, it is thought she may own a restaurant in Kent and despite attempts to contact her via the agents and at the restaurant, there had been no response and no involvement on the part of the Respondent.

## **Decision**

14. We are satisfied beyond reasonable doubt that the offence of controlling and or managing a house which is required to be licensed has been committed by the Respondent (s95(1) of the Act). 'House' is defined at s99 of the Act as being a building or part of a building consisting of one or more dwellings. The Property is a ground floor flat within a house that was required to be licensed under the Council's selective licensing scheme. The London Borough of Waltham Forest designated much of the borough as an area for selective licensing which came into force on 1 May 2020. The Property fell within the designated area.
15. We are satisfied that until 18 December 2023 when the Respondent applied for a licence the Property was not licensed, and an offence was being committed. The application for a licence gave the Respondent a defence under s95(3)(b).
16. The first question we must consider is whether the Respondent had control and or management of the Property during the period for which an RRO is claimed namely from 19 December 2022 to 17 December 2023. On 19 December 2022 the Respondent had completed the purchase. However, no compelling evidence was given to us that the Respondent did have control and or management. The letting agreement was with Mr Huggins who had received 12 months rent before the inception of the agreement. We do not know whether there was any set off or allowance made at the time the Respondent purchased this Property. Accordingly, our finding is that there is reasonable doubt that for the whole of period being claimed by the Applicants the Respondent was the defaulting party.
17. However, we are satisfied beyond reasonable doubt that the Respondent was controlling and or managing the Property from 18 August 2023 when the Applicants made monthly payment to the landlord through Talbies letting agents. Her liability in respect of an RRO ceased on 17 December 2023 with the application for a licence. In support of this finding, we note that the tenancy agreement appears to bear a date 18 August 2023, amended in manuscript, although the term shows a commencement on 18 October 2023. It would seem and we so find that from the expiration of the first agreement (17 August 2023) the Applicants paid the Respondent the rent, the contractual letting with Mr Huggins having terminated and she had, of course, purchased the Property in the previous December. We find that from August 2023 she did have control/managed a House which should have been licensed and was not.

18. The question we need to consider is what level of RRO we should make. There are numerous authorities on this, perhaps the main being *Acheampong v Roman* [2021] UKUT 239 which set out guidance as to how we should decide the amount of the Order. We have borne that case in mind in reaching our decision. We will return to this aspect.
19. The first issue is that which is covered in the case of *Pearlon v Betterton Duplex Ltd* [2021] UKUT 175. In that case it was held that rent paid in advance was not capable of being the subject of an RRO. In this case the Applicants paid to Mr Huggins 12 months rent in advance on 15 August 2022 for a tenancy commencing three days later. At the time this rent was paid no offence being committed, accordingly applying the judgment of the Upper Tribunal we find that there is no power for us to make an award in respect of this initial period of 12 months. In any event we are not satisfied that the present landlord, the Respondent, received this rent.
20. This rental paid expired on 17 August 2023 and as set out in the schedule of payments at page 70 of the bundle was followed by payments on the 17<sup>th</sup> of each month, the last being on 17 November 2023, totalling £6,400. We accept this evidence on behalf of the Applicants. We find that this is the maximum award we can make under the provisions of the Housing and Planning Act 2016 (s44)
21. We were told that the Applicants met all outgoings and of course the Respondent did not participate in these proceedings. We therefore accept the evidence of the Applicants and will not make any deductions in respect thereof.
22. The offence is not the most serious of those listed at s40(3) of the 2016 Act. There does appear to be some problems with the Property, the Council having found evidence of damp and mould on their visit on 12 December 2023. There is no suggestion of any issues of conduct on the part of the Applicants. The Respondent, by contrast does not appear to have investigated these issues and has had no contact with the Applicants, or indeed the Tribunal. There is no conviction, and we are not aware of, nor was it put to us, that this is a professional landlord.
23. Some 'credit' should be given for the lack of a conviction and the lack of any evidence to show the Respondent is a 'professional' landlord, although it is noted that this property was one of 4 purchased at the same time.
24. Taking the matter in the round, we consider that a reduction of 20% would reflect the appropriate award to be made, namely £5,120, such sum to be paid within 28 days. In addition, given the success of the

Applicants we order that the Respondent should repay the tribunal fees of £330, also within 28 days.

**Judge Dutton**

**1 August 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.