FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AG/HMF/2025/0607**
Property	**:**	**Maryon Mews, 21A South End Road, London NW3 2PT**
Applicant	**:**	**(1) Edgar Simmons** **(2) Cordelia Simmons** **(3) Hari Patel** **(4) Jacob Haddon**
Representative	**:**	**Mr. Philips (Justice for Tenants)**
Respondent	**:**	**Rasons Investments Ltd**
Representative	**:**	**Mr. Raza (director)**
Type of application	**:**	**Application for a rent repayment order by tenant – sections 40, 41, 43, & 44 Housing and Planning Act 2016**
Tribunal members	**:**	**Judge Sarah McKeown** **Mr. John A Naylor FRICS, FIRPM**
Date and Venue of hearing	**:**	**30 July 2025 at 10 Alfred Place, London, WC1E 7LR**
Date of decision	**:**	**4 August 2025**

DECISION

Decision of the Tribunal

(1) The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under Section 72(1) of the Housing Act 2004

(2) The Tribunal has determined that it is appropriate to make a rent repayment order.

(3) The Tribunal makes a rent repayment order in favour of the Applicants against the Respondents, in the sum of £23,400 (to be apportioned as set out below), to be paid within 70 days of the date of this decision:

(i) The First Applicant - £6,840;
(ii) The Second Applicant - £5,400;
(iii) The Third Applicant - £6,120;
(iv) The Fourth Applicant - £5,040.

(4) The Tribunal determines that the Respondent shall pay the Applicants an additional £330 as reimbursement of Tribunal fees to be paid within 28 days of the date of this decision.

Introduction

1. This is a decision on an application for a rent repayment order under section 41 of the Housing and Planning Act 2016 ("the 2016 Act").

Application and Background

2. By an application dated 20 August 2024 (A45) the Applicants applies for a rent repayment order. The application is brought on the ground that the Respondent committed an offence of having control or management of an unlicensed House in Multiple Occupation ("HMO") for failing to have a HMO licence ("licence") for Maryon Mews, 21A South End Road, London NW3 2PT ("the Property"), an offence under section 72(1) of the Housing Act 2004 ("the 2004 Act").

3. The Property is a three-bedroom maisonette with a shared bathroom, kitchen and lounge. The Applicants were the tenants of the Property.

4. It is alleged that the Property was situated in an additional licensing area designated by the LB of Enfield (A149), which came into force on 8 December 2020 and that the Property was required to be licensed: it was a HMO under s.254 Housing Act 2004; it was a three bedroom-maisonette with a shared kitchen and bathroom. The Applicants were the tenants of the Property and so, during the period of 2 November 2022-1 November, it was occupied by at least three people living in two or more separate households and occupying the Property as their main residence. It is said that all four Applicants lived at the Property from 2 November 2022-1 November 2023. It is alleged that no application for a licence was made at the material time.

5. The Applicants claim £39,000 being the rent paid Applicants from 2 November 2022-1 November 2023. It is said that the First Applicant received the rent from the other tenants and forwarded the total amount to the Respondent for the first eleven months of the period of claim, and in the final month, the rent payments were received by and forwarded from the Third Applicant's back account.

6. The Respondent's position is set out in a Statement (R3) from Mr. Raza (director). It states, among other things:

7. The Applicants presented themselves as forming a single household; the First Applicant acted as the "head" of the household and was responsible for payments of rent. It was never indicated that the Applicants formed separate households. It was advertised as a dwelling for a single household. Mr. Raza sought to clarify the relationship between the Applicants and was told by the First Applicant that: the Second Applicant was the sibling of the Second Applicant, who was in a relationship with the Third Applicant. The Fourth Applicant was a relative of the First and Second Applicants. It is accepted that the total rent received during the period was £39,000.

8. On 13 February 2025 the Tribunal issued directions for the determination of the application (A38), providing for the parties to provide details of their cases and the preparation of a hearing bundle.

Documentation

9. The Applicant has provided a bundle of documents comprising a total of 171 pages (references to which will be prefixed by "A__"). There is also a response statement and supplementary witness statements from the Applicants, as well as a supplementary bundle of 19 pages (refers to which will be prefixed by "SA__").

10. The Respondent provided a bundle to the Tribunal comprising 83 pages (references to which will be prefixed by "R__").

11. The Tribunal has had regard primarily to the documents to which it was referred during the hearing.

The Position of the Parties

12. There is a witness statement from the Second Applicant (A15). In it, she confirms that:

(a) Before signing the tenancy agreement, she was informed four could live legally in the house;
(b) The First Applicant occupied Room 1 (first floor), the Second and Third Applicant occupied Room 2 (second floor); the Fourth Applicant occupied the Room 3 (second floor);
(c) They all occupied the Property from 2 November 2022-1 November 2023;
(d) There were no fire safe doors in the Property and the doors were in very poor condition, with the doors of Room 3 hanging off its hinges, the bathroom door was difficult to open, the front door had issues, there were no locks on any of the doors;
(e) The Respondent never checked the fire doors and there was no centralised fire-detection system;
(f) The First and Second Applicants are siblings, the Second and Third Applicant were partners.

13. There are also witness statements from the First (A19), Third (A22) and Fourth Applicant (A35). They deal with many of the same issues.

14. Mr. Raza's statement made on behalf of the Respondent (R3) states that the Applicants were sent all required documentation and the Property was regularly maintained. The issues experienced by the Applicants were unforeseen and do not reflect poor maintenance.

15. It is said that the Respondent had a reasonable belief that the Applicants were one household, based on representations from the Applicants, the absence of indications from the Applicants that the Property would be considered an HMO< compliance with the standard practices in the private rented sector including the "How to Rent" guide and carrying out reference checks. It relies on the case of *Christine Perrin v HMRC* [2018] UKUT 156 (TCC) in which it was said:

(a) Reasonableness is to be judged objectively;
(b) A reasonable excuse is something that would have prevented a reasonable person from complying with the legal obligation in questions;
(c) The taxpayer's (or Respondent's) own knowledge and experience is relevant;
(d) The reasonable excuse must exist throughout the period of default;
(e) The reasonable excuse must not arise from ignorance of the law (except where the law is complex or unclear).

16. It is said that a reasonable person may have concluded that no licence was required. The Respondent is a private landlord, not a legal expert and he took the steps expected of a reasonable landlord.

17. There is a witness statement from Mr. Raza (R8). He denies the offence and says that he relied on representations from the Applicants that they were a single household. He states that it has consistently been let as a single household dwelling and the advertisement indicated that it was being let as a whole dwelling intended for a single household. He contacted the First Applicant by phone to clarify the relationships between the Applicants and was told, among other things, that the Fourth Applicant was as relative of the First and Second Applicants. He states he accepted them as a single household in accordance with s.258 HA 2004. All tenancy communications, including references and rental payments were heard by the First Applicant alone, which reinforced the impression of a "unified family". He states that the explanation of the family relationships fell within s.248 HA 2004.

18. Mr. Raza states that he provided all the required documentation, including the "How to Rent" guide, and he refers to page 8 of this guide. He states that the Applicants did not query the licence status. The rent of £39,000 was paid in full.

19. The Applicants, in their response, maintain that none of the matters raised by the Respondent gives rise to a reasonable excuse defence (with reference to the case of *Marigold & Ors v Wells*). They deny that the Property was advertised as a single dwelling and it is said that nothing in the advertisement suggested that the Property was only to be let out to a single household. It is said that the First Respondent made it clear that the Fourth Applicant was a friend of the other Applicants. They refer to the case of *Thurrock Council v Daoudi* [2020] UKUT 209 (LC) in which it was said at [34] that to establish a reasonable excuse defence, the Respondent must establish a reasonable excuse for managing and controlling the HMO without a licence, rather than an excuse for not applying for one. Further, at [27] it was said "no matter how genuine a person's ignorance of the need to obtain a licence, unless their failure was reasonable in all the circumstances, their ignorance cannot provide a complete defence".

20. They also refer to *AA v Rodriguez & Ors* [2021] UKUT 0274 (LC) in which it was said "The view has generally been taken that it is the responsibility of someone who wishes to let their property to find out whether any relevant regulatory restrictions exist and that ignorance of the need for a licence will not normally provide a reasonable excuse".

21. The supplementary witness statements from the Applicants state among other things, in summary:

    (a) The First Applicant made it clear that the Fourth Applicant was a friend, not a relative;
    (b) The Fourth Applicant was never presented as a relative of the Applicants;
    (c) Most of the rent payments were sent by the First Applicant, but the others were closely involved in the provision of documentation and the other Applicants were in direct contact with the Respondent;

(d) The payment of rent from a single account was requested by the Respondent.

The Hearing

22. The First, Second and Third Applicants attended and were represented by Mr. Philips from Justice for Tenants. The Fourth Applicant did not attend. Mr. Raza, a director of the Respondent attended to represent the Respondent.

23. Mr. Philips gave brief summary and explained that the Fourth Applicant had a work commitment and so could not attend. It was said that the claim was for the period 2 November 2022-1 November 2023 and for the sum of £39,000 in total. He stated that the Property is in LB of Camden which has an additional licensing scheme in operation – this came into force on 8 December 2020 and remains in force. The Applicants were tenants during the period claimed for, during which the Property required a licence, and it did not have one. It was said that there were issues of disrepair at the Property which were poorly addressed or not addressed at all throughout the tenancy.

24. The Tribunal then sought to clarify the Respondent's position. Mr. Raza said that he accepted that if the Fourth Applicant was not a relative, then the Property did need a licence, but stated that he did not know of the Applicant's arrangements and he thought that they constituted a single household.

25. Then Third Applicant was called to give evidence. He was taken to his witness statement at A22, and he confirmed his signature at A24. He said confirmed that the contents of the witness statement were true. He was asked how the parties were connected, and he said that he was in a relationship with the Second Applicant and the First Applicant is her brother. The Fourth Applicant is a friend who he met in 2018 – they had lived together in Birmingham and in 2022 they had all moved in together. He confirmed that the Fourth Applicant had no blood or familial relationship to the other Applicants. He confirmed that none of the other Applicants were in a relationship with the Fourth Applicant.

26. The Tribunal raised an issue with Mr. Philips – that these were supplemental questions, giving evidence that was not in the witness statement. The Respondent was asked for his comments, and he stated that he had no issue with the additional questions being asked. The Tribunal then told Mr. Raza that the reason that the issue had been raised was that the Third Applicant may say things that he had not chance to consider, and he may be prejudiced. Mr. Raza said he did not object to the questions proceeding.

27. The Third Applicant was then taken to A22, para. 6 and he confirmed that all of the Applicants were present at the viewing. He confirmed that paragraph 9 referred to a separate occasion, which was when they were signing the tenancy agreement. What he recalled of the incident at paragraph 9 was that the Applicants were all signing the tenancy agreement and the First Applicant asked

Mr. Raza if it was okay for them all to live there as a group and he was told it was fine.

28. The Third Applicant was asked about A23 and areas of concern in the Property. He said that there were issues with the doors – the door to the First Applicant's room had screws in the handles coming off and the hinges were loos, the bathroom door had a similar issue. In terms of the front door, the cill at the bottom had rotted away and water was able to come in the front door. Beyond the front door was the outer door, which had swollen in the heat making it difficult to get out from the house. He was asked about paragraph 20 and what his recollection was of the Respondent's approach to repair. He said that he emailed at the start of January and Mr. Raza said he would look to fix it. The Third Applicant followed up in February and Mr. Raza said he would send a builder, but the builder did not attend. The issue was then left as when it stopped, he said that it was not impacting them so that they could not live there. He got back in touch with the Respondent in around July. It was fixed in September but waster was still but coming through the front door. The Applicants were already moving out in October. He did not recall how many fire alarms there were in the Property, but they were not checked while they were living there, and they never went off whilst they were living there. He did not recall if there were emergency lights. He did not recall getting any documents apart from the How to Rent booklet and the tenancy agreement (and possibly an inventory).

29. Mr. Raza then asked the Third Applicant questions as follows:

30. He asked if he was present during the viewing, and the Third Applicant stated that the viewing was done by someone who worked with Mr. Raza. He asked if who had allotted the rooms and whether he had been involved on it and Third Applicant confirmed that the room allocation was done between the Applicants and Mr. Raza was not involved.

31. Mr. Raza asked the Third Applicant about paragraph 15 of his witness statement and who was being referred to. The Third Applicant said that they had seen Mr. Raza at the Property multiple times, they had met his children and he thought they met Mr. Raza's wife when they were parking outside. They had not come into the Property.

32. Referring to the Third Applicant's supplementary witness statement in Applicant's Response bundle (AS), Mr. Raza asked him about the last paragraph. The Third Applicant confirmed that Mr. Raza had asked him to pay the rent in one payment. The Third Applicant confirmed that they had all signed the tenancy agreement (A60). Mr. Raza referred to the clause about the rent and what was said about payment and asked the Third Applicant if he had verbally asked the Applicants about payment, why had they signed this. The Third Applicant said that in a previous tenancy they had signed a tenancy agreement for £1,600 but he and the other tenant had both transferred £800 to the landlord, which the landlord would check each month.

33. Mr. Raza then said that he did not know who had which room, that he expected a single household and a rent of £3,250, that the Applicants signed a single tenancy agreement, that he had never asked for individual payments and he did not know of the Applicant's arrangement. The Third Applicant said that they all paid in one go, that when they signed the tenancy agreement, Mr. Raza said that he preferred to have all the money from one Applicant, so they nominated the First Applicant, that they did what Mr. Raza had asked them to do.

34. Mr. Raza said that there was a single tenancy agreement, that he did not know how they had allotted the rent. The Third Applicant said that he did not need to, that if they had sent different amounts, it would just be for Mr. Raza to tot the amounts up, that they could have told him the apportionment, but they had done what he had asked them to do. He said that the rent could come in any format, they had not signed anything to say that they were a single household, they signed the tenancy agreement to say that they must pay a total amount.

35. The Tribunal asked what the apportionment was and was told that the Third Applicant paid £850 per month, the Second Applicant paid £750 per month, the First Applicant paid £950 per month and the Fourth Applicant paid £700 per month.

36. Mr. Raza referred to A22, paragraph 9 and asked when the agreement was signed whether it was all of the Applicants who spoke to him, and the Third Applicant said that it was the First Applicant who asked the question, that he was asking if they could live there as a group.

37. Mr. Raza put to him that this was not explicitly asking if the Property had a licence, that he was now saying that the question was whether they could live there legally. The Third Applicant said that it was reasonable to ask and that was explicitly asking if it was legally possible to live there.

38. Mr. Raza said that it was said that he had only provided the How to Rent booklet, tenancy agreement and inventory. The Third Applicant said that that was what he believed, but that there may have been other documents. He then said "okay" when Mr. Raza said that he had provided the electrical certificate and gas safety certificate. The Third Applicant then said that he thought he had a recollection of being provided with those documents, that he had got a single email with a lot of documents.

39. The Third Applicant was taken to the "How to Rent" booklet and he agreed that he had received it. He was taken to R65 and Mr. Raza said that this gave guidance on how to check if a property is licensed. He asked if the Third Applicant had ever asked him for a HMO licence. The Third Applicant said that he did not think the onus was on him to ask Mr. Raza if he had the legal documents for him to live at the property, he had skimmed the booklet, and had not run every bullet point. When they had met, they had asked if it was okay to live there, it covered this point, and the onus was not on him to explain and ask for that from Mr. Raza.

40. Mr. Raza asked if the Third Applicant had asked for a copy of a licence and he had said that he had not.

41. The Tribunal asked if the Third Applicant had ever had a relationship with the Fourth Applicant and he confirmed that he had not. The Third Applicant was then asked why they had asked about a HMO and he said that when they had looked at other properties, and put in applications, they had been rejected as landlords did not want to pay for a HMO licence, and they were worried they may not get the flat or would get kicked out if it was later discovered a HMO was needed. The Applicants were aware this was something landlord needed to do but they had not looked into it this much. He was asked if he knew there was a licensing scheme in the area and he said that he did not know but he had an awareness based on the fact that they had not got other flats, through conversations with other landlords or agents. He confirmed that when they had been refused for other properties, landlords would say they were going for someone else who did not need a licence. The Third Applicant confirmed that he was aware that a licence was required but he did not know the details.

42. The Third Applicant then confirmed his second witness statement in the "Response to Respondent's Submission".

43. The First Applicant then gave evidence. He confirmed his witness statement (A19) and his signature (A21). He confirmed that the contents of the witness statement were true.

44. The First Applicant was taken to paragraph 8 of his witness statement and he was asked about his recollection. He said that, as the Third Applicant had said, they viewed the Property and went to meet Mr. Raza to sign the tenancy agreement. They had been told "no" for a number of properties, as they needed a single family or a family relationship. The First Applicant said that he had asked if they were able to live there, although he may not have used the words "HMO", but he said that it was clear that there were four of them, and they were not a single household. He said that they were not related save that the Second Applicant was his sister and confirmed if they were legally able to live in the Property.

45. The First Applicant was asked about his experiences of being refused other properties. He said that the four of them had gone to properties and been told landlords preferred to go with a single family because of licensing regulations. He said that they were not aware of he requirements, he was aware of them in the background and he had checked with the landlord whether they were allowed to live there. Mr. Raza's response was that it was fine for them to live there.

46. The First Applicant confirmed that he had never had a relationship with the Third or Fourth Applicant. He said that the Second Applicant is his sister. He denied that he had led Jan (who conducted the viewing) to believe that they were a single household or suggested that they were related as a group.

47. Mr. Raza referred to R4 (paragraph 4.5-6) and R38. The First Applicant confirmed that R38 was a text message asking him to call Mr. Raza. He said that he may have called Mr. Raza after he text message on 15 September 202 but there was no conversation about the relationship of the Applicants, it was about the mechanics of moving in to the Property, but he admitted that he did not have a detailed recollection. He said that there was no element of the call asking about the relationship of the Applicants and he said "not as I recall". He was asked further about this by the Tribunal and it was put to him that "not as I recall" was not "no". He said that the conversation was three years ago but that if they had talked about the relationship, he would recall that. He remembered it was about the inventory, moving in, the moving in date, but he said that he could not recall a conversation about their relationship. He referred to his witness statement, in which he said it was clear that he and his sister were related, he mentioned her relationship with the Third Applicant. he said that there should have been flags about the Fourth Applicant, as he was living with them and was a co-signor.

48. He was asked by the Tribunal whether there was a conversation in which the First Applicant said that he and the Third Applicant were siblings. He said that it was not explicit, but they had the same last name and they had provided passports. He said that they had probably said when they met as they were not trying to hide it, he said that have the same last names, they had provided passports, and it was clear they were brother and sister.

49. He was asked if he was saying he imagined it was understood that he and the Third Applicant were brother and sister or did he remember a conversation. He said that he did not remember a conversation but that he would not be surprised if there had been a conversation, rental checks were done and passports provided.

50. The First Applicant said that it was never suggested that the Fourth Applicant was related to any of the Applicants.

51. He confirmed his supplemental witness statement in the "Response to Respondent's Submission" was true, had been signed by him and that the contents were true.

52. He was asked about paragraph 2 and how and when it was said it was made "clear" that he and the Second Applicant were siblings, that the Second and Third Applicants were in a relationship and that the Fourth Applicant was a friend. He said that he did not think it was a phone call, but it was clear he and the Second Applicant were brother and sister and that she was in a relationship with the Third Applicant. He said that it was all very friendly and was discussed – there was no mention that the Fourth Applicant was a relative. He was asked by the Tribunal if it was explicitly said that the Fourth Applicant was a friend and he said not as far as he recalled.

53. He was referred to A19, paragraph 8 and he was asked if he had been served with the other documents. He said he was given the "How to Rent" booklet and

he got the gas and electricity certificates. He was referred to A20, paragraph 16 and he confirmed that the doors did not auto-close if opened. He confirmed paragraphs 19-20 were correct. He said that the smoke alarms never went off.

54. He was referred to AS3 and he confirmed it was the Respondent's website, produced in response to the assertion that he should know about licensing. He said that he worked in commercial property. On the website, there were 12 properties listed as at the date of the response, and that Mr. Raza was in a better position to understand licensing requirements.

55. He was referred to AS4 and he said that it was a screen shot sent to the group when they were looking at the Property. It said that it was ideal for friends, it said up to 6, and he thought it was fine to live there. He was asked about his understanding and he if the six tenants were all friends, it would be outside the maximum household allowed. He said that one of the reasons the Property appealed to them was that there were no flags saying they could not live there.

56. He was referred to AS9 and he confirmed that a two-month deposit (£6,500) was paid. He said that he did not remember if he had received confirmation the deposit was protected, but he said that if he had not received it, he would have said something. He confirmed the deposit was released at the end of the tenancy. He confirmed that the rent he paid was £950 per month.

57. The First Applicant was then asked questions by Mr. Raza as follows:

58. It was put to him that he found the Property on OpenRent for £2,895pcm which he confirmed. He said that he made an offer of £3,250pcm.

59. It was put to him that he worked in the property sector and had knowledge of it. He said that he worked in real estate. He confirmed that they had been refused other properties as the landlord did not want a HMO.

60. It was put to him that the Property was not in a bad condition and he agreed. He confirmed that he offered more money to secure the Property, but denied they were desperate. He said that the rental market was difficult and they had viewed multiple properties which they were told they could not occupy, and they had viewed others, in which they could live, but their offers were not high enough. He said that they liked the location and the Property and the fact that they could live there together, so he proposed offering above the asking price.

61. It was put to the First Applicant that he must have looked into the matter. He said that they had been rejected as they were told there were licensing issues. He said that the onus was not on them to review the licensing arrangements and the law, it was on the landlord to have licensing in place. He was aware that it was difficult to move into a non-licensed property, on the viewing and the listing, they were comfortable they would be able to live in the Property, and the speed of the offer had nothing to do with licensing – there was a hot rental market and they needed to be quick to secure the Property.

62. The First Applicant confirmed that he had contacted Mr. Raza to arrange a viewing. He confirmed that he led on organisation. It was put to him that he led the whole transaction, made contact, arranged he viewing, came to the viewing, he was only person who made the offer, and he was the person Mr. Raza contacted (AS7) when sending a list of documents he required to move on with the application. He agreed with this.

63. Mr. Raza referred him to R36-37 and he confirmed his was an email from him with the documents for him and the Second Applicant. Below was another email from him with the documents for the other two Applicants. He agreed that R38 was a text message asking him to call Mr. Raza. He agreed that he was the only person in contact with Mr. Raza and Mr. Raza only came to know the name of the other three applicants when the First Applicant send the documents. He agreed that Mr. Raza had never met the other Applicants in person and the First Applicant confirmed that it was "Jan" who showed them around the Property.

64. Mr. Raza put to him that, once he had the documents, he tried telephone the First Applicant to discuss who the others were and how they were related. The First Applicant said that he did not remember that call taking place, that they had spoken on the phone, and that it was pretty clear who was related. He said that it did not take place in that phone call, that the onus was on the landlord to check the licensing requirements and if he had needed additional evidence that the Fourth Applicant was not related, they would have provided it, but it was never requested. He said that they never tried to pass themselves off as a single unit, he was always open that one Applicant was his sister and about her relationship, and that the fourth was a friend. He disputed the conversation as put to him.

65. The Tribunal put to him that the Third Applicant had said that he was concerned they may be thrown out the Property, that he (the First Applicant) knew something about licensing, and was his case that no one ever said to Mr. Raza that the Fourth Applicant was not related and it may be an issue. He said that when they signed the tenancy agreement he asked if they were allowed to live there as there was a concern, but he was not aware of the intricacies of licensing, and did not know what type of licence was required.

66. The Tribunal asked if it was the case that none of the Applicants looked into it. He said that he had asked Mr. Raza face to face before signing the tenancy agreement and that was the level of detail he should go in to, it was not for a tenant to go into this.

67. Mr. Raza asked him to confirm that all the rent (apart from the last payment) came via him and he agreed with this. He agreed it was all made as one payment.

68. Mr. Raza referred to A20, paragraph 10-12 and the First Applicant confirmed that Mr. Raza had not allocated rooms, and the First Applicant said that he would not expect a landlord to tell them where to sleep.

69. Mr. Raza put to the First Applicant that he did not know exactly who was paying what rent. The First Applicant said that Mr. Raza did not know the exact numbers, but they agreed to pay out of one account, they said they would nominate the First Applicant and they all transferred money to him to transfer to Mr. Raza. He confirmed that Mr. Raza did not know who was liable for what part of outgoings. The First Applicant was referred to R4, para. 4.6 and the First Applicant confirmed that utilities were not included in the tenancy agreement, that the Third Applicant organised payment of water, gas and electricity, the Fourth Applicant organised Council Tax and the Second Applicant organised wi-fi.

70. The First Applicant confirmed that none of the Applicants were in receipt of Universal Credit or Housing Benefit.

71. The First Applicant was referred to A19, paragraph 8 and he was asked by the Tribunal what exactly he had said. He said that, when they were about to sign the tenancy agreement, he double-checked that they were legally allowed to live there, but he did not recall the exact words, although he remembered asking if they could live there. The Tribunal asked if he was trying to allude to a HMO and he said that this was specifically what he was asking.

72. Mr. Raza said that it was not made clear to him. The First Applicants said that he made it very clear he was asking if they were legally allowed to occupy the Property, that he did not remember the exact words, but the fact was there were four of them, they had provided passports and it should have been flagged. He said that when he asked the question, he was asking if they could live there. He said that they did not know the legalities, they knew there were some issue with the four of them, and when he asked, he got verbal verbally confirmation that they could live there. Referring to the "How to Rent" book, he said that the onus was not of the tenant to reach out to the landlord, and he had never had to clarify this before. The only reason he asked was because of the issues they had had. He said that the details of the licence were not known to them, he just got confirmation.

73. The Tribunal asked the First Applicant if he had mentioned "HMO licence" or just asked if they were legally allowed to live there. He said that he was bringing up the legality and he flagged it up for the landlord to make inquires. The Tribunal asked him to go through how they came to rent the Property. He said that they saw it on OpenRent, that he then dealt directly with the Respondent. He was asked who dealt with the administration on the part of the landlord and he said that, based on the evidence, it was Mr. Raza. He confirmed he had no correspondence with a third-party agent. He confirmed the tenancy agreement was signed on the kitchen table.

74. The Tribunal asked him when he became aware that the Property should have had a licence and that they had a case. He said within 4-6 weeks of leaving the Property as a friend mentioned it, having done something similar. He looked at the LB of Camden website, saw the Property was not licensed, looked into the regulations and then contacted Justice for Tenants.

75. The Tribunal asked why they left the Property and he said that the rent was going up to £3,650 and it did not make sense to pay that. He was asked if he sought to negotiate and he said that they had pushed back.

76. In re-examination, he confirmed that A20, paragraph 21 confirmed the reason they left. He was referred to A19, paragraph 6 and he was asked who conducted the viewing. He said that it was "Jan" who worked in the shop. He was asked what he understood "Jan's" role to be, and he said that he was a representative of the landlord and worked in the shop downstairs. He said that they did tell Jan that he and the Second Applicant were brother and sister and that the Second Applicant and the Third Applicant were in a relationship. They did say the Fourth Applicant was a friend of theirs as they were viewing the Property. When asked to clarify that they said the Fourth Applicant was a friend, he said that they would not have said anything else. He confirmed that it was Mr. Raza he emailed between the viewing and before signing the tenancy agreement. He was referred to AS7 and asked about who he had email correspondence with. He said it was a mix of emailing Mr. Raza directly and through the company, but Mr. Raza signed the emails. He confirmed the email address at A26. He said that Mr. Raza would sign the emails (A27). He was asked about his understanding of the Respondent and he said that it owned property around London and rented them out to private tenants, and this was based on looking on their website. He was referred to A27 and asked what this suggested to him. He answered that it was a legitimate property company with experience, offering private residential accommodation in West London.

77. The Second Applicant gave evidence. She confirmed her witness statement (A16), her signature (A18). She confirmed her witness statement was true. She then confirmed her second witness statement in the "Response to Respondent's Submission" and that it bore her signature. She confirmed the contents were true.

78. She was asked how she knew the other Applicants. She said that the First Applicant is her brother, the Third Applicant is her partner, the Fourth Applicant is the Third Applicant's friend who he used to live with when she first met the Third Applicant and he was now her friend. She confirmed that she had not had a relationship with the Fourth Applicant, she was not related to him and had never represented herself as related to him. She confirmed that she paid £750pcm and none of the Applicants had been in receipt of Housing Benefit or Universal Credit.

79. She was then asked questions by Mr. Raza as follows:

80. She was referred to A17 and she confirmed he had not allocated any rooms. She was referred to paragraph 8 and she confirmed it was the First Applicant who asked if the Property had a licence, but it was for the group. She was asked if she considered the group as a small family and she said that she was not a lawyer.

81. The Respondent then gave evidence. He confirmed his witness statement at R3, his signature and that the contents are true.

82. He was asked questions by Mr. Philips as follows:

83. He was asked if he considered himself a good landlord and he said yes. He said that he was experienced in residential letting. He said that he and his wife (as the Respondent company) own the Property (and only the Property, apart from the Property they lived in), but he did manage other properties for his family – there are a number of companies under the Rasons "umbrella". He said that he held a Masters in real estate development. He managed six properties including the Property and he managed them himself. When asked if there was anyone else, he said that he was the main person.

84. He was asked by the Tribunal how many properties each company had and he said one each, but Rasons United had two.

85. He was referred to AS3 and he said that Rasons.co was his website. He had started the Respondent company in 2017 as an estate agent and the website was for that, to operate as an agent for other people as well. He said that he gave it up and the website had not been updated since 2018 and the properties listed did not belong to the Respondent.

86. It was put to him that the document said there were twelve properties and that at that time he was managing those 12 properties. He said that he was not managing them but was listing them. He confirmed that he was finding tenants for other landlords. He said that his role was that the property would be listed on the website, he would vet the tenant, set up the tenancy agreement, make sure the rent was collected (depending on the services agreed with the landlord).

87. It was put to him that, in all instances, he was marketing and doing the necessary process to create a tenancy. He said that he had full knowledge of the property.

88. He was asked, of the properties he managed or did "rent only" how many were HMO and he said none. He said that he had never knowingly set up for a HMO.

89. He was asked what his understanding of a HMO was. He said that in a HMO, the tenants are unrelated to each other, he said that they had have selective licensing for their properties, it depended on local boroughs, and every property needed to be licensed. He then said that HMO's were where tenants are unrelated and living in same property sharing basic facilities, and that then the property needs a licence.

90. He was asked if the Property had a selective licence, and he said no and it did not need a selective licence.

91. He confirmed he did know what constituted a HMO. He was asked about individual tenancy agreements and he said that it was about the relationship within the household and if the tenants were unrelated. He said that he had a full understanding of HMO licensing.

92. He was taken to A26 and he confirmed that on 11 January he had signed off the email. It was put to him that Rasons.co was the face of the company he used to manage the Property. He said that it was not the face, it was the signature. He said that they had not updated the website or emails, that they had a number of Rasons companies and this was the signature of the email. He was referred to A27 and what was said about Rasons and he said that this was what they had started off as. It was put to him that he was holding himself out as an expert in property and he said he had a Masters and was a qualified professional. He confirmed he did not have additional qualifications, but he had worked in the property sector since 2017, and he had a fair knowledge.

93. He was asked about "right to rent" checks and said that they were done by OpenRent and once he received the document, he looked at them as he did not want to run a credit check if it was not recoverable, he tallied the documents up, and then submitted a credit check.

94. He confirmed that the copies of passports at R36 were sent to him. And that he recognised that the Applicants had different surnames.

95. He was asked if he checked a HMO was not being created and he referred to his telephone call with the First Applicant. He was referred to A38 and asked what he did next. He said that he did the credit checks. He was referred to R37 and the fact that he had replied to the email on 15 September 202, about 20 minutes after his text message to the First Applicant and he confirmed that that response was not in evidence.

96. He was asked about the contents and that if it had been said that the Fourth Applicant was related, the email would have set this out to "cover" himself. His response was that he could not speak to the email, but it would have been about "moving forward", confirming they were a single household, that one of the Applicants was a cousin. He was asked where it was confirmed they were a single household and he said that it was in the telephone call.

97. It was put to him that there was no evidence noting written to confirm that the Fourth Applicant was related. He said that it lays over all of the tenancy, the Applicants signed a single tenancy agreement, single rent was paid from one person, they paid the bills themselves. If they had disclosed they were all individuals, there would be separate tenancy agreements, and he would have got a HMO licence.

98. He was asked if he was saying that separate tenancy agreements were necessary and he said that he was trying to say how it would have worked.

99. It was put to the Respondent that the fact that there was a single tenancy agreement and the rent was paid from one person would prevent it being a HMO. The Respondent said that he would have put the Applicants on a single tenancy agreement and contacted with each of them individually.

100. It was put to the Respondent that it was possible to have four tenants on one agreement and for a property to be a licensable HMO. His response was that he would not say it was possible, that people would do that and it depended on what the landlord or the managing agent decided at time, how arrangements were made to get the tenancy agreement, whether it was single or multiple. He said that he would have given single tenancy agreements if it was a HMO. He disagreed with Mr. Philips.

101. Mr. Raza confirmed that he was not present at the viewing. He stated that "Jan", who worked in the retail store was present. He was to open up the Property and asked who attended. He had Mr. Raza's contact details. He said that it was not "Jan's" job to provide feedback, just to show the Property. He said that he thought the Applicant was told that "Jan" would be present. He was asked if it would be reasonable for the Applicant to expect "Jan" to be connected with Mr. Raza or the Respondent and he said that the First Applicant could take him to be part of the property company. It was put to him that "Jan" could be seen as an agent, to which he responded that the First Applicant had Mr. Raza's contact details. He was asked about "Jan's" connection to Rasons and he said that when he viewed properties, the person showing it need not be directly related to the landlord, it could be a third party just there to open doors. Inquiries would be made with the landlord. He said that "Jan" was a keyholder and worked in the ground floor retail unit.

102. It was put to Mr. Raza that the Applicants had disclosed the nature of their relationships to "Jan". He said that if they had done so, he was sure they would be honest and tell him same thing, and what he was told was how he conducted the tenancy. It was put to him that it was possible that they had told "Jan" and Mr. Raza said that he was not present.

103. It was put to Mr. Raza that "Jan" was his agent and the company had his knowledge. He said that he would agree but the Applicant would have come forward with a similar statement. He was asked if his position was that a statement to an agent would not be enough, it had to be to him and he said that was right as he had asked the question.

104. It was put to Mr. Raza that, if he was a property expert and knew of the exposure to a HMO, as a matter of course, he would collect a declaration they the Applicants were a single household. He said that it should have been done, but at the time, the trustworthiness of the Applicants did not give rise to questions, the rent was all was coming from one person.

105. It was put by Tribunal to Mr. Raza that just because the rent was coming from one person did not mean that they were not related. He accepted this but said that he went on to create the tenancy from the disclosure given to him.

106. He was asked whether the passports raised doubts and he said that they did, which was why he called the First Applicant.

107. Mr. Raza was asked if it was his view that it was the responsibility of a tenant to determine whether or not a property needs a licence. He said that it was part of the duty of a landlord, but they could not see the future and could only act on what was told or presented to them. The Property was let to single household as they presented at time, and he had no doubt they were a single household.

108. Mr. Raza was referred to A61, cl.1.1 and it was put to him that it was within his own tenancy agreement that if the rent came from one party, it would be accepted as coming from each tenant. He said that this was a generic tenancy agreement so if someone else pays rent, they would not be considered as a tenant.

109. He confirmed the tenancy agreement was signed at the kitchen table with all the Applicants present and all of them signed their own names. He agreed that he had an opportunity to do a final check on the relationships and said that he did. It was put to him that he did not and he had no evidence to support this, to which he did not respond.

110. He was referred to A68, cl. 15 and he confirmed he was aware of the Tenant Fees Act 2019. It was put to him that all the charges were forbidden and he said that he did not charge the Applicants for these charges, and said it was just a generic tenancy agreement. He was referred to A25 and he confirmed he had taken a holding deposit but he could not confirm the amount. He said then said that he thought he had taken 1 week as a holding deposit. He was asked how much 1 week's rent was and he said less than £1,000. It was put to him that the holding deposit was an illegal amount and he agreed it was over-stated. He was then asked about the 2 months' deposit and it was put to him that the maximum allowable was 5 weeks. He said that this was what was normally charged but the Applicants were keeping a pet and his allowed an extra deposit. Mr. Philips said that the deposit was above the statutory maximum of 5 weeks. Mr. Raza said that this was laid out to the Applicants but they asked for a pet and it was only at that time the deposit was raised. It was put to him that the 2019 Act capped the deposit at 5 weeks' with no addition for pets. Mr. Raza said that he did not think that Mr. Philips was correct, he said that there could be a supplemental deposit in case of further damage to property.

111. It was put to Mr. Raza that the Property did not have fire doors. He said they were not needed as it was a family house. It was put to him that it did not have an integrated smoke alarm. He said that it did have a system, which was within the kitchen ceiling, and was battery operated. He confirmed the Property had a carbon monoxide alarm. He agreed that the smoke alarms were not professionally tested during the tenancy. It was put to him that the Property did not have emergency lights and he confirmed that it did not as it was a family home. His response was the same to the issue of a fire risk assessment.

112. The Tribunal asked him about the issues raised about the doors. He said that if he was told of something, there would be quick turn-around, that the Property did have bit of movement, the door was difficult in winter but the Property was well-maintained. He stated that the entrance door did have wood "chewed off", but this as a result of decking which had been laid and the water did not flow well. He said it was not say left unattended intentionally. It did not cause a major concern. He said that he did not have the inventory but when the Property was given to the Applicants it was in a very good condition. He accepted that issues were highlighted within a year of tenancy, but it did not prevent the Applicants living there.

113. Mr. Raza confirmed that the Applicants paid all of the rent.

114. The Tribunal asked Mr. Raza about the property listing at AS4 where it said the property was "ideal for large family or friends". The Tribunal asked him if this was advertising the Property as a HMO. He said that the listing was on a platform, which generates a description, and at the time, he was trying to attract inquiries. He said that if what was revealed today had been revealed at the material time, "what difference would it have made to us to apply for a HMO licence". He said that he had done everything in terms of the deposit and legal documentation, why would he not do this simple thing?

115. The Tribunal asked Mr. Raza if he had proof-read the listing. He said that he clicked buttons and it was auto-generated. He said there were boxes for who he wanted to market to and it autoformatted. He was asked if he had ticked the box for friends. He said that it was ticked to say it was student-friendly. The Tribunal asked if this meant it was advertised as a HMO. He said that a lot of students came to the Royal Free Hospital with their whole family and he wanted to make sure he was grabbing the market to make inquiries. He said the maximum number of tenants was six and so a HMO could not have more than three tenants, but this was advertised as a family home with a maximum of six occupants.

116. The Tribunal asked Mr. Raza if he was saying that if the Applicants had individual tenancy agreements, the Property would not need a licence. He said that it would need a licence if he knew that they were not a single household. The Tribunal said that whether the Applicants were a single household concerned a legal definition. He said it was as the presented to him. When asked again, he said that the law said that if there are more than 2 individuals who are in a separate household, he would have to get a licence.

117. He was asked how the conversation about the relationships with the First Applicant went. He said that he had said that he could see the First Applicant and his sister had the same name, but he queried the other two Applicants and how they were related. He said that the First Applicant mentioned that the Third Applicant was the partner of the Second Applicant and the Fourth Applicant was a relative. He was asked what he had said. His response was that it was a single household. He was asked what relative the Fourth Applicant was said to be and it was put to him that in his witness statement the Fourth

Applicant is introduced as a "relative". Mr. Raza said that the Fourth Applicant was a cousin. He was asked whose cousin he was and he said of the First and Second Applicants. He confirmed it was said he was a cousin. It was mentioned to him that this appeared to be the first time that he had defined the relationship. He said that it was in his witness statement, but when he "cleared it up" it had come out.

118. Mr. Raza was asked if there was a "bidding war" for the Property. He said that there was another family who wanted to move in in late November, but they did make an offer. He said they initially had 15-20 inquiries and then the viewing and then two offers. He confirmed the Property is let now. It was empty for months then let to a company who took on the management of property, they have turned property into a HMO and applied for a licence themselves.

119. The Tribunal asked Mr. Raza if he wanted the Tribunal to take anything about the Respondent's finances into account in the event it decided to make an order. It was made clear that he did not have to say anything but that the Tribunal could not take into account what it did not know. Mr. Raza said that the company paid a loan on the Property. He referred to R77 and said that the rent was £3,250 per month, and £6,650 was the loan paid towards the mortgage of property. He confirmed the mortgage was ongoing. He said the terms had been extended and the loan was £1.3m. He said that the capital was very small. The loan was for 5 years but it did not have to be paid in full at the conclusion as the loan could be extended. He confirmed it was let to the company for £3,050 per month.

120. Mr. Raza said that he was the father of 2 young children, and he had a dependant and significant personal financial commitments. The Property had substantial mortgage and any financial penalty would place a strain on his ability to meet his obligations and support his family.

121. Mr. Raza made submissions as follows:

122. His own house had a mortgage and any financial penalty would be a strain. The Property did not earn much. He confirmed one of his main sources of income was the shop. He said that the Respondent would not be able to pay a penalty as it did not have any money and anything from the Property went to paying off the loan along with payments from shop which helped. Mr. Raza was a director of the Respondent and if the company could not pay, it would be him and he did not have savings to pay.

123. He denied the allegation and relied on the defence of reasonable excuse. He said that the Property had never been let as a HMO – only as a single household and he had provided two past tenancy agreements. The Property was marketed by the Respondent and let through OpenRent on a generic tenancy agreement. He said that the Applicants had not made honest disclosure, there was no advertisement offering single rooms or inviting unrelated individuals to rent individually which was a common indicator for a HMO. He said it would be limited to three unrelated households at most. He said the Property was let to

single a household as they presented at the time – the tenancy agreement and single rental payment were consistent with a single household.

124. Mr. Raza referred to the case of *Thanet DC v Grant* [2015] EWHC 4290 (Admin) which was an appeal by way of case stated against a Magistrates' Court decision that the respondent landlord had a reasonable excuse for failing to obtain a licence. In that case, the respondent was a chartered accountant who lived outside the borough. He said that the local authority had failed to inform him of the licensing requirement. The High Court found that the decision to acquit the respondent could not stand and the matter was remitted for reconsideration.

125. Mr. Raza submitted that the case was similar to his and that he had a genuine and honest belief that the Applicants formed a single household as they present as such and there was no evidence they were a single household. He said he had no intention of breaching licensing laws and the Property was advertised was not a single room, the listing was auto-generated and aimed at describing the suitability of the Property and there was no intention to a create a HMO.

126. Mr. Raza said he had no history of enforcement and he had let the Property responsibly. He said he was a responsible landlord and had complied with his legal obligations. He said he could not be expected to foresee matters that were not disclosed and he had acted diligently and in good faith.

127. Mr. Raza said that the application was not in the spirit of the legislation and the Applicants had suffered, no genuine harm and the claim should be dismissed. He said that the Respondent had a reasonable belief no HMO licence was required.

128. The Applicant's submissions were as follows:

129. The property was the main residence for all Applicant. It was accepted that there were four tenants in two separate households so the Property needed a licence, which I did not have. It was said that the Respondent was the correct Respondent. It was said that there was no reasonable excuse defence as the Respondent had to prove that the Applicants were a single household and that this was not made out on the evidence. There was no evidence the Applicants had represented themselves as a single household, and they were unanimous that they had been rejected from other properties and they wanted to be clear. The Respondent provided no evidence to support his belief that they were a single household. Mr. Raza's evidence was that the Applicant was a relative and there had not been clarification until today when he said he was a cousin. The Applicants never represented him as a relative.

130. Mr. Philps referred to paragraph 46 in the case of *Awolaja v Rodriguez & Ors* [2021] UKUT 274 (LC) which cited *Sutton v Norwich City Council* [2020] UKUT 90 (LC) at paragraph [216] the Tribunal emphasised that ignorance by itself was not enough, and that the issue was an objective one:

"Whether an excuse is reasonable or not is an objective question for the jury, magistrate or tribunal to decide. In R v Unah [2012] 1 WLR 545, which concerned the offence under the Identity Cards Act 2007 of possessing a false passport without reasonable excuse, the Court of Appeal held that the mere fact that a defendant did not know or believe that the document was false could not of itself amount to a reasonable excuse. However, that lack of knowledge or belief could be a relevant factor for a jury to consider when determining whether or not the defendant had a reasonable excuse for possessing the document. If a belief is relied on it must be an honest belief. Additionally, there have to be reasonable grounds for the holding of that belief."

131. He said that this was supported by *Irvine v Metcalfe* [2023] UKUT 283, para. 65.

132. He said that the imputation of the knowledge of an agent to a principal had been applied to corporate entities in *Setin v Epping Forest DC* [2025] UKUT 196, para. 24.

133. He submitted that in this case, there was no evidence of proper inquiries as to the relationship between the Applicants.

134. As to the Respondent's finances, it was said that there was no evidence. On face value, the Respondent had outgoings of about £6,000 as against revenue of about £3,000 which was unsustainable. There was no evidence of any relationship between the companies, of which there were a number. There was no evidence as to the equity in the Property. On its face, the Property should be sold and any equity go to paying the award rather than an unviable business model.

135. Mr. Phiilips said that the tenants paid the utilities and there should be no deduction. He said that Mr. Raza was a property expert with a degree in real estate management. Mr. Raza lacked a basic knowledge of the Tenant Fees Act 2019 and had charged illegal fees. He said that the Property did not meet HMO standards – there were no fire doors, not integrated system, no emergency lights. A large purpose of RRO's was to detect defects. Mr. Raza is someone who holds himself out as an ex and invested in property and there should be an appropriate penalty. He referred to the case of *Wilson v Arrow* (one of the cases jointed to *Aytan v Moore*) in which 90% was awarded against a landlord who only had one property and breached important safety feature such as fire doors and smoke alarms.

136. Mr. Philips referred to the assertion that the Respondent had knowledge of HMO's and referred to para. 17 of *Wilson v Campbell* [2019] UKUT 363 (LC).

137. The Applicant applied for fees of £330. The Respondent said that he was going to ask for his fees (he was told that if he wished to make an application for costs once the Tribunal had issued its decision, he could do so – the Tribunal was

making no comment on the prospects of such an application) but he had nothing to say in respect of the Applicant's application for costs.

Statutory regime

138. The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act.

139. Rent repayment orders are one of a number of measures introduced with the aim of discouraging rogue landlords and agents and to assist with achieving and maintaining acceptable standards in the rented property market. The relevant provisions relating to rent repayment orders are set out in sections 40-46 Housing and Planning Act 2016 ("the 2016") Act, not all of which relate to the circumstances of this case.

140. Part 2 of the Housing Act 2004 ("the 2004 Act") introduced licensing for certain HMO's. The Local Authority may designate an area to be subject to additional licencing where other categories of HMO's occupied by three or more persons forming two or more households are required to be licenced.

141. Section 40 of the 2016 Act gives the Tribunal power to make a RRO where a landlord has committed a relevant offence. Section 40(2) explains that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant (or where relevant to pay a sum to a local authority). A relevant offence is an offence, of a description specified in a table in the section and that is committed by a landlord in relation to housing in England let by that landlord. The table includes s.72(1) Housing Act 2004.

41 Application for a rent repayment order
(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
(2) A tenant may apply for a rent repayment order only if-
(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
(b) the offence was committed in the period of 12 months ending with the day on which the application is made
…

142. Section 41 permits a tenant to apply to the First-tier Tribunal for a rent repayment order against a person who has committed a specified offence, if the offence relates to housing rented by the tenant(s) and the offence was committed in the period of 12 months ending with the day on which the application is made.

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);
…

143. Under section 43, the Tribunal may only make a rent repayment order if satisfied, beyond reasonable doubt in relation to matters of fact, that the landlord has committed a specified offence (whether or not the landlord has been convicted). Where reference is made below to the Tribunal being satisfied of a given matter in relation to the commission of an offence, the Tribunal is satisfied beyond reasonable doubt, whether stated specifically or not.

144. It has been confirmed by case authorities that a lack of reasonable doubt, which may be expressed as the Tribunal being sure, does not mean proof beyond any doubt whatsoever. Neither does it preclude the Tribunal drawing appropriate inferences from evidence received and accepted. The standard of proof relates to matters of fact. The Tribunal will separately determine the relevant law in the usual manner.

145. Where the application is made by a tenant, and the landlord has not been convicted of a relevant offence, s.44 applies in relation to the amount of a rent repayment order, setting out the maximum amount that may be ordered and matters to be considered. If the offence relates to HMO licensing, the amount must relate to rent paid by the Applicants in a period, not exceeding 12 months, during which the Respondents were committing the offence. This aspect is discussed rather more fully below.

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.

If the order is made on the ground that the landlord has committed	The amount must relate to rent repaid by the tenant in respect of
…	
An offence mentioned in row 3, 4, 5, 6, or 7 of the table in section 40(3)	A period, not exceeding 12 months, during which the landlord was committing the offence
…	

(3) The amount that the landlord may be required to repay in respect of a period must not exceed-

(a) the rent repaid 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.

Determination of the Tribunal

146. The Tribunal has considered the application in four stages-

(i) whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 72(1) of the 2004 Act in that at the relevant time the Respondent was a person who controlled or managed an HMO that was required to be licensed under Part 2 of the 2004 Act but was not so licensed.
(ii) whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.
(iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.
(iv) Determination of the amount of any order.

Was the Respondent the Applicants' landlord at the time of the alleged offence?

147. The Tribunal finds as a fact, that the Respondent was the landlord of the Applicants from 2 November 2022-1 November 2023. The Respondent is listed as the landlord on the tenancy agreement (A59) and it is listed as having title absolute of the Property (A136). The Respondent has not contended that it was not the Applicants' landlord.

Was a relevant HMO licensing offence committed during the period 2 November 2022-1 November 2023 and by whom?

148. The Tribunal applies, as it must, the criminal standard of proof (s.43(1)).

149. The Tribunal finds that, during the relevant period(s), the Property was a "HMO" (s.254-259) and the Property required a licence (A149) in order to be

occupiable by three or more persons living in two or more separate households. The Tribunal is also satisfied that the Property was, at the material times, occupied by at least people living in more than two separate households (the Respondent's issue is that he was led to believe that they were a single household which the Tribunal will go on to deal with below, in respect of any reasonable excuse defence). The Tribunal finds as a fact that the Fourth Applicant was not a relative of any of the other three Applicants.

150. Section 72(1) of the 2004 Act is one of those listed in section 40 of the 2016 Act in respect of which the First-tier Tribunal may make a rent repayment order. The section provides that:

"A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed… but is not so licensed".

151. Section 61(1) states:

"Every HMO to which this Part applies must be licensed under this Part unless-
(a) a temporary exemption notice is in force in relation to it under section 62, or
(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4".

152. Section 55 states:

"(1) This Part provides for HMOs to be licensed by local housing authorities where-
(a) HMOs to which this Part applies (see subsection (2)), and
(b) they are required to be licensed under this Part (see section 61(1)).
(2) This Part applies to the following HMOs in the case of each local housing authority-
(a) any HMO in the authority's district which falls within any prescribed description of HMO, and
(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation".

153. The Respondent does not dispute the fact that there was no licence during the material period, but in any event, on the evidence, the Tribunal would have found (applying the criminal standard) that there was no licence in place during the material time (A140).

154. Where the Respondent would otherwise have committed an offence under section 72(1) of the 2004 Act, there is a defence if the Tribunal finds that there was a reasonable excuse pursuant to section 72(5). The standard of proof in relation to that is the balance of probabilities. Where the Tribunal makes

findings of fact in relation to such an aspect of the case, it does so on the basis of which of the two matters it finds more likely. It does not need to be sure in the manner that it does with facts upon which the asserted commission of an offence is based.

155. The offence is strict liability (unless the Respondent had a reasonable excuse) as held in *Mohamed v London Borough of Waltham Forest* [2020] EWHC 1083. The intention or otherwise of the Respondent to commit the offence is not the question at this stage, albeit there is potential relevance to the amount of any award. The case authority of *Sutton v Norwich City Council* [2020] UKUT 90 (LC) in relation to reasonable excuse held that the failure of the company, as it was in that case, to inform itself of its responsibilities did not amount to reasonable excuse. The point applies just the same to individuals.

156. The Upper Tribunal gave guidance on what amounts to reasonable excuse defence was given in *Marigold & Ors v Wells* [2023] UKUT 33 (LC), *D'Costa v D'Andrea & Ors* [2021] UKUT 144 (LC) and in *Aytan v Moore* [2022] UKUT 027 (LC):

(a) the Tribunal should consider whether the facts raised could give rise to a reasonable excuse defence, even if the defence has not been specifically raised by the Respondent;
(b) when considering reasonable excuse defences, the offence is managing or being in control of an HMO without a licence;
(c) it is for the Respondent to make out the defence of reasonable excuse to the civil standard of proof.

157. The Tribunal has considered if there is a reasonable excuse defence.

158. s.258 Housing Act 2004 states as follows:

(1) This section sets out when persons are to be regarded as not forming a single household for the purposes of section 254.

(2) Persons are to be regarded as not forming a single household unless

(a) they are all members of the same family, or

(b) their circumstances are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.

(3) For the purposes of subsection (2)(a) a person is a member of the same family as another person if—

(a) those persons are married to or civil partners of, each other or live together as if they were a married couple or civil partners;

(b) one of them is a relative of the other; or

(c) one of them is, or is a relative of, one member of a couple and the other is a relative of the other member of the couple.

(4)For those purposes—

(a)a "couple" means two persons who fall within subsection (3)(a);

(b)"relative" means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin;

(c)a relationship of the half-blood shall be treated as a relationship of the whole blood; and

(d)the stepchild of a person shall be treated as his child.

(5)Regulations under subsection (2)(b) may, in particular, secure that a group of persons are to be regarded as forming a single household only where (as the regulations may require) each member of the group has a prescribed relationship, or at least one of a number of prescribed relationships, to any one or more of the others.

(6)In subsection (5) "prescribed relationship" means any relationship of a description specified in the regulations.

159. Taking account of all the evidence before it, no reasonable defence excuse arises.

160. The Tribunal does take account of some inconsistencies in the Applicants' case as follows:

(a) It is said in the First Applicant's witness statement (A19) that when signing the tenancy agreement, he "explicitly" asked whether the Property had a HMO licence (this is repeated by the other Applicants - A16, A22, A35) and they state they were the ones who asked), but in oral evidence, it was clarified that the question was asked by the First Applicant and what he asked was whether they could legally live at the Property;

(b) The First Applicant's supplementary statement states that a phone call may have taken place but his oral evidence was that he did not think it was a phone call;

(c) The supplementary witness statement also states that he made it "clear" that the Fourth Applicant was a

friend and that they were "clear" about their relationships;

(d) In his oral evidence, the First Applicant said that there was no explicit conversation in which he said he and the Second Applicant were siblings, although he then said that he probably said it when they met. He then said that he did not remember the conversation but would not be surprised if there was one;

(e) The Tribunal asked him if he explicitly said that the Fourth Applicant was a friend and he said not as far as he recalled;

(f) The First Applicant's evidence was that he told "Jan" about their relationships during the viewing.

161. The Tribunal finds that the evidence of the First Applicant has been inconsistent in this respect but also takes into account the following:

(a) Mr. Raza stated during the hearing that the advertisement indicated that it was being let as a whole dwelling intended for a single household but the listing (AS4) stated that it was ideal for "large family or friends" and was student-friendly, i.e. it was listed as a potential HMO. Mr. Raza said that the listing was auto-generated but he confirmed that there was a tick-box which he ticked to say it was student-friendly. The Tribunal does not accept that this was simply to advertise it to any student with a family and the listing did specifically stated that it was ideal for friends. Mr. Raza also stated that it was describing the suitability of the Property, but, on the listing, it was advertised as suitable for friends and/or students, which is consistent with it being used as a HMO. It is not the case that if it was used as a HMO it could not have more than three tenants – the Property was a HMO and had four tenants and was advertised for up to six;

(b) Mr. Raza either knew or should have known that the issue of whether the Fourth Applicant was related (within the meaning of s.258) was very important as it was on this that the issue of whether the Property was a HMO turned. Despite this, there is no documentary evidence of the conversation he said happened, confirming that the Fourth Applicant was a relative nor any evidence that the question was asked (despite a number of emails being sent, e.g. R7-19, AS7 and AS9, the latter setting out what was needed by the Respondent);

(c) The Tribunal notes that there appears to be the response (R10) to the email at 12:38 on 15 September

2022 (R36) and the response (AS9) to the email at 16:15 on 15 September 2022 (R37). There is also the text message on 15 September 2022 at 15:56 (R38) with further text messages on a later date, but there is nothing referring to either the relationship between the Applicants or the conversation which Mr. Raza says occurred;

(d) The first mention that the Fourth Applicant was a "cousin" rather than merely a relative (a decisive point in terms of s.258) was in cross-examination – the evidence before then was that the Fourth Applicant was a "relative" (R4, R9). The Tribunal notes the explanation offered but cannot accept that this vital point would not have been mentioned if it had been said that the Fourth Applicant was a cousin of the First and Second Applicants;

(e) The fact that there was a single tenancy agreement would not prevent the Property from being a HMO;

(f) The fact that it was the First Applicant only (save one occasion) who made payment to the Respondent would not prevent the Property from being a HMO and, in any event, the Tribunal is satisfied that this was at the request of Mr. Raza;

(g) Mr. Raza said that he was experienced in residential letting, he managed other properties for his family, he held a Masters in real estate development, he managed six properties including the Property and he managed them himself. He stated that he had a full understanding of HMO licensing, he had worked in the property sector since 2017, and he had a fair knowledge of it;

(h) Emails from the Respondent (A27) states that it specialises in West London property;

(i) The onus to check and comply with the licensing obligations is on the Respondent, not the Applicants;

(j) Mr. Raza said that if the Applicants had disclosed they were all "individuals", there would be separate tenancy agreements for each Applicant, and he would have got a HMO licence, but (i) the provision of separate tenancy agreements would not change whether the property as a HMO; and (ii) it was not simply a matter of getting a licence – further works such as an integrated fire alarm system, emergency lighting, fire doors would have required for the property to be licensed.

162. The Tribunal therefore finds, on the balance of probabilities, that no reasonable excuse defence is made out.

163. The Tribunal finds that the offence was committed for the period of 2 November 2022-1 November 2023.

164. The next question is by whom the offence was committed. The Tribunal determined that the offence was committed by the Respondent, being the "person" within the meaning of s.71(1) and s.263 Housing Act 2004, who had control of the Property at the material time: the Respondent was listed as the immediate landlord on the tenancy agreements and is the beneficial owner. In any event, the Respondent was the "person" managing the Property during the material time as it was the owner who received rent from the Applicants.

Should the Tribunal make a RRO?

165. Given that the Tribunal is satisfied, beyond reasonable doubt, that the Respondent committed an offence under section 72(1) of the 2004 Act, a ground for making a rent repayment order has been made out.

166. Pursuant to the 2016, a rent repayment order "may" be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in the *London Borough of Newham v John Francis Harris* [2017] UKUT 264 (LC) as follows:

> "I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order".

167. The very clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant, who may or may not have other rights to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.

168. The Tribunal is given a wide discretion and considers that it is entitled to look at all of the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. The Tribunal determines that it is entitled to therefore consider the nature and circumstances of the offence and any relevant conduct found of the parties, together with any other matters that the Tribunal finds to properly be relevant in answering the question of how its discretion ought to be exercised.

169. Taking account of all factors, the evidence and submissions of the parties, including the purpose of the 2004 Act, the Tribunal exercises its discretion to make a rent repayment order in favour of the Applicants.

The amount of rent to be repaid

170. Having exercised its discretion to make a rent repayment order, the next decision was how much should the Tribunal order?

171. In *Acheampong v Roman* [2022] UKUT 239 (LC) at [20] the Upper Tribunal established a four-stage approach for the Tribunal to adopt when assessing the amount of any order:

> (a) ascertain the whole of the rent for the relevant period;
> (b) subtract any element that represents payment for utilities;
> (c) consider the seriousness of the offence, both compared to other types of offences in respect of which a rent repayment order may be made and compared to other examples of the same type of offence. What proportion of the rent is a fair reflection of the seriousness of this offence? That percentage of the total amount applies for is the starting point; it is the default penalty in the absence of other factors, but it may be higher or lower in light of the final step;
> (d) consider whether any deductions from, or addition to, that figure should be made in light of the other factors set out in section 44(4)".

172. In the absence of a conviction, the relevant provision is section 44(3) of the 2016 Act. Therefore, the amount ordered to be repaid must "relate to" rent paid in the period identified as relevant in section 44(2), the subsection which deals with the period identified as relevant in section 44(2), the subsection which deals with the period of rent repayments relevant. The period is different for two different sets of offences. The first is for offences which may be committed on a one-off occasion, albeit they may also be committed repeatedly. The second is for offences committed over a period of time, such as a licensing offence.

173. At [31] of *Williams v Parmar* [2021] UKUT 244 (LC) it was said:

> "… [the Tribunal] is not required to be satisfied to the criminal standard on the identity of the period specified in s.44(2). Identifying that period is an aspect of quantifying the amount of the RRO, even though the period is defined in relation to certain offences as being the period during which the landlord was committing the offence".

174. The Tribunal is mindful of the various decisions of the Upper Tribunal in relation to rent repayment order cases. Section 44 of the 2016 Act does not when referring to the amount include the word "reasonable" in the way that the

previous provisions in the 2004 Act did. Judge Cooke stated clearly in her judgement in *Vadamalayan v Stewart and others* (2020) UKUT 0183 (LC) that there is no longer a requirement of reasonableness. Judge Cooke noted (paragraph 19) that the rent repayment regime was intended to be harsh on landlords and to operate as a fierce deterrent. The judgment held in clear terms, and perhaps most significantly, that the Tribunal must consider the actual rent paid and not simply any profit element which the landlord derives from the property, to which no reference is made in the 2016 Act. The Upper Tribunal additionally made it clear that the benefit obtained by the tenant in having had the accommodation is not a material consideration in relation to the amount of the repayment to order. However, the Tribunal could take account of the rent including the utilities where it did so. In those instances, the rent should be adjusted for that reason.

175. In *Vadamalayan*, there were also comments about how much rent should be awarded and some confusion later arose. Given the apparent misunderstanding of the judgment in that case, on 6th October 2021, the judgment of The President of the Lands Chamber, Fancourt J, in *Williams v Parmar* [2021] UKUT 0244 (LC) was handed down. *Williams* has been applied in more recent decisions of the Upper Tribunal, as well as repeatedly by this Tribunal. The judgment explains at paragraph 50 that: "A tribunal should address specifically 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."

176. The judgment goes on to state that the award should be that which the Tribunal considers appropriate applying the provisions of section 44(4). There are matters which the Tribunal "must, in particular take into account". The Tribunal is compelled to consider those and to refer to them. The phrase "in particular" suggests those factors should be given greater weight than other factors. In *Williams*, they are described as "the main factors that may be expected to be relevant in the majority of cases"- and such other ones as it has determined to be relevant, giving them the weight that it considers each should receive. Fancourt J in *Williams* says this: "A tribunal must have particular regard to the conduct of both parties includes the seriousness of the offences committed), the financial circumstances of the landlord and whether the landlord has been convicted of a relevant offence, The Tribunal should also take into account any other factors that appear to be relevant."

177. The Tribunal must not order more to be repaid than was actually paid out by the Applicants to the Respondent during that period (ignoring for these purposes a provision about universal credit not of relevance here). That is entirely consistent with the order being one for repayment. The provision refers to the rent paid during the period rather than rent for the period.

178. It was said, in *Williams v Parmar*, by Sir Timothy Fancourt [43] that the *Rent Repayment Orders* under the Housing and Planning Act 2016: Guidance for Local Authorities identifies the factors that a local authority should take into account in deciding whether to seek a Rent Repayment Order as being the need

to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending. It was indicated [51] that the factors identified in the Guidance will generally justify an order for repayment of at least a substantial part of the rent. It was also said that a full award of 100% of the rent should be reserved for the most serious of cases.

179. The Tribunal has carefully considered the amount of the rent for the relevant period of the licencing offence that should be awarded.

Ascertain the whole of the rent for the relevant period

180. The relevant rent to consider is that paid during "a period, not exceeding twelve months, during which the landlord was committing the offence".

181. The tenancy agreement states that the rent is £3,250pcm. There is a schedule of the rent said to have been paid and which is claimed (A71). There is evidence of payments (A74 on), but the Respondent accepts that the full amount of the rent was paid.

182. The total rent paid per month was £3,250 split as set out above.

183. None of the Applicants were in receipt of Universal Credit or Housing Benefit.

184. The whole of the rent for the relevant period is therefore £39,000.

Deductions for utilities?

185. The Applicants were liable for all charges in respect of supply and use of utilities, and so no deductions are made in this regard.

Seriousness of the offence

186. In *Williams v Parmar* [2021] UKUT 244 (LC) it was said that "the circumstances and seriousness of the offending conduct of the landlord are comprised in the 'conduct of the landlord', so the First Tier Tribunal may, in an appropriate case, order a lower than maximum amount of rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness of mitigating circumstances or otherwise".

187. As the Upper Tribunal has made clear, the conduct of the Respondent also embraces the culpability of the Respondent in relation to the offence that is the pre-condition for the making of the Rent Repayment Order. The offence of controlling or managing an unlicensed HMO is a serious offence, although it is clear from the scheme and detailed provisions of the 2016 Act that it is not regarded as the most serious of the offences listed in section 40(3).

188. In *Daff v Gyalui* [2023] UKUT 134 (LC) it was highlighted that there will be more and less serious examples within the category of offence: [49].

189. The Tribunal determines that the relatively less serious offence committed by the Respondent (i.e. a licensing offence) should be reflected in a deduction from the maximum amount in respect of which a RRO could be made.

190. In *Newell v Abbot* [2024] UKUT 181 (LC) was an appeal with a number of material similarities to the instant case. In *Newell,* the appropriate starting point was determined to be 60% of the rent paid. The tribunal took into account that

(a) The Respondent is an amateur as opposed to a professional landlord.

(b) The breach which occurred was inadvertent.

(c) The property was in good condition; and

(d) A licencing offence was committed (section 95(1), HA 2004).

191. The Tribunal does find that this is a more serious case than *Newell*: Mr. Raza said that he was experienced in residential letting, he managed other properties for his family, he held a Masters in real estate development, he managed six properties including the Property and he managed them himself. He stated that he had a full understanding of HMO licensing, he had worked in the property sector since 2017, and he had a fair knowledge of it. The breach was as a result of proper inquiries not being made by the Respondent. The Tribunal does find that the Property was in a good condition (which the Tribunal considers further below when dealing with conduct).

192. The starting point for the Tribunal, taking account of this, is that a RRO should be made, reflecting 70% of the total rent paid for the relevant period.

<u>Conduct</u>

193. The Tribunal takes into account the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies

when considering the amount of such order. Whilst those listed factors must therefore be taken into account, and the Tribunal should have particular regard to them, they are not the entirety of the matters to be considered: other matters are not excluded from consideration. Any other relevant circumstances should also be considered, requiring the Tribunal to identify whether there are such circumstances and, if so, to give any appropriate weight to them.

194. Allegations are made about the conduct of the Respondent:

(a) Bathroom door was challenging to open and this could have posed a hazard in the event of a fire;

(b) The front door deteriorated throughout the tenancy, leaving to water infiltration that could reach an inch deep during heavy rainfall. The issue was reported to the Respondent on 10 January 2023 (A26). After several follow-ups (A28, A30, A31-3), the issue was resolved in September 2023.

195. The Tribunal finds that the Property was in a good condition. There were some minor issues raised about doors in the Property (A26), but the Tribunal does no find that they warrant any adjustment to the award.

196. The Tribunal finds that the prescribed information in respect of the deposit, as was the "How to Rent" booklet, the EPC and gas safety certificate.

197. The Tribunal also notes that the Respondent charged a deposit of 2 months, which is above the limit set by the Tenant Fees Act 2019 (and his view that the limit could be increased where there was a pet was incorrect), but it is also noted that the deposit was returned in full at the end of the tenancy.

198. In as far as the Respondent asserts that the Applicants ought to have been aware of the need for a licence, the onus is not on the Applicants to licence the Property or to be aware of licensing requirements – that is for the Respondent. No adjustment is made in terms of the conduct of the Applicant.

199. The Tribunal does note that if an application for a licence had have been made, the local authority would have required certain safety features to be installed at the Property, e.g. integrated fire alarm system, fire doors etc. As a result of not applying for a licence, the Respondent did not have the expense of installing these measures. The Applicants lived in a HMO without the safety features that the law requires. The Tribunal also notes that, to some extent, such matters are inherent in the nature of an offence of failing to licence a HMO, but there were no works carried out that would have ensured safety of occupants of the HMO and which would have been required as a pre-condition of any licence being granted.

200. Taking account of the above and balancing all the factors, the Tribunal makes no adjustment the amount of the RRO in the amount of 5%, i.e. deciding that a

RRO should be made, reflecting 65% of the total rent paid for the relevant period.

Whether landlord convicted of an offence

201. Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the Respondent has at any time been convicted of any of the offences listed in section 40(3). The Respondent has no such convictions.

Financial circumstances of the Respondent

202. The Tribunal has taken account of the financial circumstances of the Respondent as set out above – noting that the Respondent is Rasons Investments Ltd. Taking account of the above, the Tribunal makes an adjustment to the amount of the RRO in the amount of 5%, i.e. deciding that a RRO should be made, reflecting 60% of the total rent paid for the relevant period.

203. The Tribunal has regard to the fact that Mr. Raza said that the Respondent company does not have funds to pay any penalty and that he would have to make the payment (and the Tribunal has had regard to his personal and financial circumstances as detailed to it) and also notes that no evidence of the Respondent's finances (save evidence of the payment of the load in the bank statements provided) was submitted to the Tribunal.

The amount of the repayment

204. The Tribunal determines that, in order to reflect the factors discussed above, the maximum repayment amount should be discounted by 40% (i.e. the fine is 60% of the rent paid in the material period). The Tribunal therefore orders under s.43(1) of the 2016 Act that the Respondent repay to the Applicants the following sums:

(i) The First Applicant - £6,840;
(ii) The Second Applicant - £5,400;
(iii) The Third Applicant - £6,120;
(iv) The Fourth Applicant - £5,040.

205. The Tribunal has had regard to all the circumstances in setting a time for payment, including the amount of the RRO.

Application for refund of fees

206. The Applicant asked the Tribunal to award the fees paid in respect of the application should they be successful, namely reimbursement of the issue fee and the hearing fee. The Tribunal does order the Respondent to pay all of the fees paid by the Applicant and so the sum of £330.

Judge Sarah McKeown
4 August 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

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

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber