



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

Case Reference : **LON/00AU/HMF/2024/0700**

HMCTS Code : **In- person hearing**

Property **Flat B 22 Landseer Road, London N19 4 JZ**

Applicant : **Ms. Syeda Hira Rahman
Mr. Joseph William Shaw
Mr. Ross Coyle**

Represented by **Mr Edward Phillips- Justice for Tenants**

Respondent Represented by : **Mrs R W Healey (AKA) Rena White
The Respondent did not attend and was not represented**

Type of Application : **Application for Rent Repayment Orders by tenants under Section 41 of the Housing and Planning Act 2016**

Tribunal Members : **Judge Daley
Mr A Fonka – Professional Member**

Date of Hearing : **7 August 2025**

Date of Decision :

DECISION

Decision

- I. The Tribunal is satisfied on the evidence before it that the Premises was unlicensed in accordance with the Additional licensing scheme, during the period 24 September 2022 to 23 September 2023.
- II. Accordingly, the Tribunal finds that an offence of being in control and / or managing the unlicensed premises was committed to the required standard of proof, that is proof beyond reasonable doubt.
- III. The Tribunal is satisfied that grounds exist to make a rent repayment order against the Respondent.
- IV. The Tribunal makes an order in the sum of £14,977.00 (85% of the payable rent). No deduction has been made for utility bills as the Applicants paid for these separately.
- V. The Tribunal makes an order for the reimbursement of the application and hearing fee in the total sum of £320.00.

Introduction

1. This is an application by the Applicants listed above for a Rent repayment Order under section 41 of the Housing & Planning Act 2016. The Application is made on the grounds that the Landlord had control and management of an unlicensed premises, that was subject to The Housing Act 2004 which introduced the Additional licensing of Housing pursuant to Part 2 Section 71(2) of the Housing Act 2004.
2. The application stated that the rented property was situated within an additional licensing area as designated by the London Borough of Islington. The Additional licensing scheme came into force on the 1st of February 2021 and will cease to have effect on the 1st of February 2026.
3. The application stated that the Additional licensing scheme was effective borough wide, and at the period to which this application applied there was no relevant exemption.
4. The application sets out that the total amount of rent the Applicants were seeking to recover was the sum of £17,620.00 for the total rent paid by the three applicants which relates to the period in issue.
5. A Case Management Order providing Directions was given in this case on 28 January 2025, the directions amongst other matters set out that -: *"By 1 April 2025 the Applicant must email to the Respondent and email to the Tribunal at London.Rap@justice.gov.uk a bundle of all relevant documents for use in the determination of the application comprised in a single document in Adobe PDF format."* The Respondent was required to-: *"...By 13 May 2025 the Respondent must email to the Tribunal at London.Rap@justice.gov.uk and [post and] email to the*

Applicant a bundle of all relevant documents for use in the determination of the application comprised in a single document in Adobe PDF format. The bundle must have an index and must be numbered chronologically...

6. On 5 June 2025, the Tribunal made a *Notice of Intention to Debar the Respondent Order*. The order referred to the directions dated 28 January 2025, and the standard paragraph which states-: *“If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.”*
7. The order referred to correspondence from the Tribunal reminding the respondent that they were required to provide information and comply with the directions. The Notice informed the respondent that unless they provided their bundle of documents in compliance with the order, that they would be debarred from defending the application. The Respondent did not comply with the notice, and pursuant to the order within the notice, the Respondent was debarred from defending the Application.
8. There was no application from the Respondent to lift the debarring order, and the only representation received from the Respondent was an email dated 5 August 2025, sent to the Tribunal saying that she was unaware of the hearing, and unable to attend due to a medical appointment, and was unable to contact her solicitor who was stated to be on a break. The email asked for the hearing to be *“put back for a different date.”*
9. As the Respondent was debarred from defending. The Tribunal noted that in the email the Respondent had not asked for, or given grounds as to why they had not complied with previous directions, or asked for the debarring order to be lifted. Given this, the Tribunal decided to proceed with the hearing.

The Hearing

10. The hearing of this matter was held at the Property Tribunal 10 Alfred Place London, Mr Phillips attended on behalf of the Applicants, and all three of the listed applicants attended. There was no attendance by the Respondent and in accordance with the direction barring the Respondent they did not seek and were not entitled to make representations.
11. The Tribunal heard from Mr Phillips, that although there were two Respondents listed in the Application. The two Respondents were the same person albeit that on different occasions, in correspondence the two names were used interchangeably.

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Relevant Law

12. The relevant legal provisions are partly set out in the Appendix to this decision. The Tribunal may make a rent repayment order when a landlord has committed one or more of a number of offences listed in section 40(3) of the Act. These include an offence under section 95(1) of the 2004 Act. Such an offence is committed if a person has control or management of a house which is required to be licensed under the Additional licensing provisions of Part 2 of the Housing Act 2004, but which is not so licensed. Part 2 of the Housing Act 2004 allows local housing authorities to designate areas as being subject to additional licensing requirements.

Section 41(1) of the Housing and Planning Act 2016 (the 2016 Act) provides:

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.

Section 40(5) of the 2016 Act lists 7 categories of offence and offence no 5 refers to Control or management of an unlicensed HMO. Category 2 refers to eviction or harassment of occupiers.

The First-tier Tribunal may make a rent repayment order under Section 43 of the 2016 Act or if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether the landlord has been convicted).

Section 44 of the 2016 Act sets out the amount of order:

- (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.

The Tribunal in reaching its decision should apply the case law, which is applicable, although the Tribunal has not specifically set this out.

The Applicants' Evidence

13. Mr Phillips the Applicants' representative provided information to confirm that the premises was subject to the licensing requirements and that at the period for which an order was sought, the premises had been unlicensed.
14. The Tribunal within the bundle was provided with a public notice setting out borough wide designation of Islington under the additional licensing scheme for HMO. Details were provided that the property subject to the application was within the borough of Islington. The Tribunal had sight of an email dated 28.11.23 from Ms Ikong , Licensing Assistant for the London Borough of Islington. She confirmed that the premises was unlicensed and had a Temporary Exemption Notice from 18 October 2023. He also took the Tribunal to information within the bundle, from the tenancy agreements that during the periods 24/09/2022 to 17/10/2023 there were three separate households living in the premises as their

main address, which meant that the premises was subject to the requirements to be licensed.

15. The Tribunal heard from each of the applicants in turn, Ms Rahman, Mr Shaw and Mr Coyle. Each set out that they believed their witness statement to be true, to the best of their knowledge and belief and placed reliance upon it as their evidence.
16. All three of the Applicants in their statements and in their oral evidence confirmed that at different times they had entered into a joint tenancy agreement with the respondent. The Tribunal heard that when Ms Rahman became a tenant on 19 February 2022 and remained in occupation until December 2023. The Tribunal heard that the tenancy agreement was updated to reflect her occupancy, and this was the same process followed by both Mr Shaw and Mr Coyle on the dates that they entered occupancy and signed the tenancy for the premises, and that following this a new tenancy agreement was issued.
17. Ms Rahman in her statement set out a description of the property which she described as a flat within a three-storey terrace with a ground floor flat and entrance for the first floor flat on the ground floor. The first-floor flat was arranged over two floors, with Ms Rahman occupying the flat on the second-floor level (this appears to have been a converted attic). The Tribunal heard that over time the two tenants who had occupied the flat with Ms Rahman, were replaced by Mr Shaw and then Mr Coyle.
18. The Tribunal was told that there was one rent payment date which was 24th of each month and that the tenants were responsible for ensuring that all the funds were paid into one account (which was held by Ms Rahman) who made payment to the Respondent. The Tribunal heard that the tenants took responsibility for the gas, electric (which was paid by top up meters) and other utility bills within the premises. Ms Rahman referred the Tribunal to a bank statement, together with a Schedule setting out how the payments of rent had been made.
19. Ms Rahman stated in her witness statement that the household dynamics were that it was a “... *very close and sociable dynamic between all tenants. We would often go to the local pub together, make meals together... and engage in various social activities...*” This was confirmed by the other Applicants in their statements and in their evidence.
20. Mr Shaw told the Tribunal that he moved in on 24/2/22 until 10 December 2023, and that his deposit was paid to the departing tenant, in place of the landlord returning the tenant’s deposit to Joel the departing tenant.
21. Mr Coyle moved into the premises on 25 July 2023 until 1 December 2023.
22. The Tribunal was told that although the tenants were very sociable all three were from separate households and all three occupied their rooms exclusively and that neither of the tenants was involved romantically.
23. The Tribunal was informed that the initially communication had been made by each tenant with Mr Micheal Healey who claimed to be the landlord’s husband, and that he, initially dealt with all communication with the tenants, and any issues which arose at the premises.
24. However, Mr Shaw and Ms Rahman recalled that at some point, the Respondent Mrs Healey started to turn up at the property unannounced and that on some occasions, she would use a key to let herself in. The purpose of the visits was explained as her collecting her mail. However, she would let herself into the flat and on occasions sit down in the living room and chat to the tenants. Ms Rahman recalls that on one occasion the Respondent went into her bedroom. Mr Shaw also stated that this had happened to him. Although neither could be sure of the

frequency with which these visits from the Respondent had occurred, (Mr Shaw stated that it was at least 10 occasion and Ms Rahman believed it to be more than 5). All the tenants considered the visits to be unwarranted intrusions which amounted to a breach of their quiet enjoyment of the premises.

25. Ms Rahman told the Tribunal that she did ask the Respondent to give them notice that she would be attending and that she agreed to, however Ms Rahman told the Tribunal that the Respondent continued to attend unannounced.
26. The Tribunal heard that the Respondent had not provided them with details of compliance with safety checks, and that no gas or electric safety checks were carried out during their occupancy of the building. That there was no additional fire safety equipment, and although there was one fire alarm located in the corridor, they were unable to confirm that it was working, and that there had been no inspection of this by the Respondent. There was also a lack of fire doors or emergency lighting in the event of fire.
27. The Applicants stated that there were issues with the bathroom which was poorly ventilated leading to mould growth, and they were unable to open the window which they accidentally locked and that although this was reported to the landlord it had taken months for this to be rectified.
28. The Applicants stated that there were periods when the boiler broke down and there were delays of several days until it was fixed.
29. In his witness statement Mr Coyle set out that “... *the microwave that came with the flat was broken long before I moved in. When I queried this with Joe and Hira, I was told that they had reported it, but the landlord refused to replace it and claimed no responsibility.*” The Tribunal also heard from Mr Shaw that this was also the position with the landlord supplied tumble drier.
30. The Tribunal heard from Mr Coyle that he had registered to vote, and that because of the voter registration and or council tax, the council became aware that the premises was occupied by three individuals and that it was unlicensed.
31. In his witness statement at paragraph 8 he stated as follows-: “*On Saturday 30th September 2023 Rena showed up at the property without warning. Joe and I were home. She came into the kitchen and said that because I had registered to vote as living at that address, it had alerted the council to the number of tenants living here and that I would need to be out by the end of the week. I responded that due to the signed 12-month tenancy agreement I did not need to leave the property. She then told me that she hadn’t signed anything, and when I showed her my signed copy, she claimed that was not her signature. The story kept changing. She then said that due to the repairs that needed to be done in the house that I would have to vacate while they fixed the roof. She also said that due to the complaints from the downstairs neighbour that she would move back in herself, but she didn’t want to deal with her...*” He told us that shortly after this the Respondent sent him a Notice of Seeking Possession dated 6.10.23.
32. In his statement at paragraph 8 he set out that “*I had decided by this point that I would have to move anyway just for peace of mind. All the disruption had impacted my mental health...*”
33. The Tribunal heard that during this period the Local Authority wrote to try and arrange inspections of the premises; however, the LA did not carry out an inspection whilst they were in occupation.
34. Mr Shaw in his witness statement set out that after the notice was served the respondent attended the premises on a further occasion. He stated that -: “*On 19th of October at 14:00 Rena said she wanted to bring people round to view the property that day at 18:00. Ross said he didn’t want people in his room,*

however, despite telling Rena this, she showed the prospective tenants/buyers the room anyway.”

Closing Submissions on behalf of the Applicants

35. The Tribunal was provided with both written and oral submissions on behalf of the Applicants. Mr Phillips submitted that although Mr Healey had initially dealt with the tenants he had always acted as the agent of the Respondent. Accordingly, the Respondent was liable to repay the rent in accordance with Section 41 of the Housing and Planning Act 2016.
36. In the written submissions the Tribunal was provided with the following information concerning the conduct of both parties. *"The Applicants have conducted themselves well, they have complied with the terms of their tenancy and paid rent. 24. The Respondent has potentially broken the law. 25. The Respondent did not comply with the legal duties of a landlord in section 36 of The Gas Safety (Installation and Use) Regulations 1998 to ensure that a gas safety certificate was in place throughout the tenancy and provided to the occupants (Witness Statements, Joseph Shaw, Ross Coyle). 26. The Respondent did not comply with the legal duties of a landlord in section 6 of The Energy Performance of Buildings (England and Wales) Regulations 2012. Requiring a landlord to provide a copy of their EPC to their tenant (Witness Statements, Joseph Shaw, Ross Coyle). 27. The Respondent did not comply with the legal duties of a landlord in Section 39 of the Deregulation Act 2015, requiring a landlord to provide a copy of the How to Rent Guide at the outset of the tenancy (Witness Statements, Joseph Shaw, Ross Coyle). 28. The Respondent did not comply with the legal duties of a landlord in section 3 of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 to ensure that an electrical safety certificate was in place throughout the tenancy and provided to the occupants."*
37. He further submitted that the landlord had not complied with the tenancy deposit scheme and that although the tenants had their deposits repaid, this had only happened due to the threat of legal action.
38. He referred to the breaches of quiet enjoyment which the respondent had committed by turning up at the premises unannounced, Mr Phillips further submitted that the service of a Section 21 Notice of Seeking Possession had been invalid and an attempt to intimidate Mr Coyle into leaving the premises.
39. The Applicant's statement referred *Mohamed v London Borough of Waltham Forest [2020] EWHC1083* which the Applicants stated made it clear that breach of 72(1) HA 2004 was a strict liability offence for which "no mens rea" was required.
40. Mr Phillips set out that the Tribunal should find that 100% of the rent paid was payable by the Respondent under the rent repayment order.
41. Mr Phillips told the Tribunal that unless a higher repayment was to be made to Mr Coyle reflecting the landlord's intimidation of him, he was content for a single award to be made to the Applicants for the sums paid for the period in issue.

Tribunal Decision

42. The Tribunal has not set out the evidence, which was given verbatim and as such has summarised the main points which were relevant to its decision. It did however consider all the evidence submitted both oral and in writing even if this has not been specifically set out.
43. The Tribunal noted that although the Respondent had been debarred from defending the Application, it was nevertheless for the Tribunal to be satisfied that all elements of the offence had been made out and that it was appropriate to make an order, it did so by applying a four-stage test, it decided that to make an order it would have to satisfy itself of 4 matters –
- (i) That the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 72(2) of the Housing Act 2004
 - (ii) Whether the Applicants were 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) And if so the amount of any order.

Has an Offence been committed?

44. The Tribunal considered the evidence before it, The Tribunal Ms Ikang Ehug of Islington Council and the information concerning the additional licensing requirements for the London Borough of Islington. The Tribunal was satisfied beyond a reasonable doubt that the respondent committed an offence under section 72 (2) of the Housing Act 2004, and that the Applicant is entitled to a rent repayment order.
45. Given the lack of participation by the Respondent, the Tribunal did consider, but is not aware of any facts which could potentially amount to a reasonable excuse within the meaning of section 72(5) of the 2004 Act.

Are the Applicants entitled to a rent repayment order?

46. The Tribunal considered the evidence in relation to the payment of rent. It was satisfied that the Applicants had throughout the period in issue, paid or contributed to the payment of rent at the premises in the following sums (Ms Rahman ££710.00 per month, Mr Shaw £650 per month and Mr Coyle £650.00 per month) In the total sum of £2100.00.

Should a Rent repayment order be made?

47. The Tribunal also reminded itself of the law which had been referred to above. The Tribunal noted that the starting point was the maximum rent that had been paid, however the Tribunal noted that it had an obligation to exercise its discretion in the making of an order. It noted that a rent repayment was to be made the purpose was to act as a deterrent to the Landlord, as well as addressing the landlord's conduct.

48. The Tribunal decided that having considered the conduct of the Respondent, and the statutory requirements to deter such conduct, that it was appropriate to make a rent repayment order.

The Tribunal's decision on the amount of the order

49. The Tribunal accepted the Applicants evidence; it noted that although there was some complaints about the condition of the premises, the only independent evidence before the Tribunal is of the photographs which were within the bundle, and from the photographs the premises appears to be in relatively good condition.
50. The panel also had regard to *Acheampong –v- Roman [2022] UKUT 239* in which it was stated that the Tribunal should consider how serious this offence was both compared to other types of offence and what proportion of the rent is a fair reflection of the seriousness.
51. The Tribunal determined when considering all the factors, in doing so it used its knowledge and experience to reflect the seriousness of the offence before it, and how this compared with other offences for which rent repayment orders were made. It noted that there were no deductions to be made for utility bills, Accordingly the starting point was 100% of the sums paid.
52. The Tribunal in deciding whether to make an order of £17620.00 which was the full sum of rent paid noted that the Respondent had showed disregard for the rights of the tenants. However, although the Tribunal is not seeking to blame the Applicants for the Respondent's misconduct noted that it has seen no correspondence asking the Respondent to cease turning up at the property unannounced or putting the Respondent on notice that this behaviour was unacceptable. It has also seen no reports of disrepair or complaints of excessive delay in attending to any issues. Although in his submissions Mr Phillips referred to the landlord as a portfolio landlord, it had not seen any independent evidence of confirmation that the landlord owned or managed other properties.
53. The Tribunal accordingly was not satisfied that a rent repayment order of 100% should be made. It decided that although the conduct was serious, in comparison to other such cases an order of 85% of the total rent paid reflected the seriousness of the breaches.
54. The Tribunal makes an order for the sum of £14977.00 (fourteen thousand nine hundred and seventy-seven pounds to be paid for the periods in issue.
55. The Tribunal has determined that this is the appropriate sum to which reflects the seriousness of the offence which has been committed by the landlord by being in control and / or managing an unlicensed HMO.
56. The Tribunal also makes an order in respect of reimbursement of the hearing and application fees in the sum of £320.00 (being the sum paid by the Applicants).

Signed: Judge Daley

Dated: 18 August 2025

Right to Appeal

57. 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.
58. 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.
59. 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.
60. 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.