



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

Case Reference : LON/00AY/HSA/2024/0600

Property : 68 Littlebury Road, London SW4 6DN

Applicants : Maximillian Webb
Sophie Overton

Respondent : Commeletia Allison

Type of Application : Application for a rent repayment order
by tenant

Tribunal : Judge Nicol
Mr S Wheeler MCIEH CEnvH

**Date and Venue of
Hearing** : 3rd July 2025;
10 Alfred Place, London WC1E 7LR

Date of Decision : 7th July 2025

DECISION

The application for a Rent Repayment Order is refused.

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicants were tenants at 68 Littlebury Road, London SW4 6DN from 7th August 2023 until 6th September 2024. The Respondent is the leasehold owner of the property and was their landlord.
2. On 6th October 2024, the Applicants applied for a rent repayment order (“RROs”) against the Respondent in accordance with the Housing and Planning Act 2016 (“the 2016 Act”).

3. The Tribunal issued directions on 4th February 2025. There was a face-to-face hearing of the application at the Tribunal on 3rd July 2025, attended by
 - The Applicants;
 - Ms Antonietta Grasso, counsel for the Respondent; and
 - The Respondent.
4. The documents available to the Tribunal consisted of:
 - A bundle of 144 pages from the Applicants;
 - A bundle of 177 pages from the Respondent;
 - The Applicants' 12-page response; and
 - Skeleton arguments from both parties.
5. The Tribunal also downloaded and watched two videos during the hearing which formed part of the Applicants' case.
6. Both Applicants gave evidence and were cross-examined by Ms Grasso.

The offence

7. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the Housing and Planning Act 2016. The Applicants alleged that the Respondent was guilty of harassment contrary to section 1 of the Protection from Eviction Act 1977 ("the 1977 Act"). In particular, they alleged in their application that they,

faced continuous harassment from [the Respondent] throughout the tenancy in various forms: physically intimidating behaviour and language, repeatedly entering the property without permission, interfering with our belongings, financial threats over taking the full deposit and ruining credit scores, and refusal to carry out any repairs.
8. The Applicants' first complaint was that the Respondent asked for the security deposit before the tenancy had been signed. This typified the Applicants' exaggerated reaction to everything that followed. They claimed it was unlawful but it is difficult to see how asking for the deposit a little early could be so. When the Applicants refused, the Respondent backed down.
9. In the first two weeks of the tenancy, the Applicants found one of the circuit breakers repeatedly tripped. They complained to the Respondent. She came round and tried to replicate the problem by turning on various appliances but nothing happened. She concluded there was no problem. The Applicants asked her to have an electrician look at it. She refused.
10. The Applicants took advice from the local CAB which appears to have told them about legal set-off. Accordingly, they got 3 quotes from electricians and warned the Respondent that, if she did not call in an

electrician themselves, they would pay for one themselves and deduct the cost from the rent. The tenancy agreement specifically stated that the tenants may not deduct anything from the rent and, on that basis, the Respondent warned the Applicants that they should bear the cost themselves and not deduct anything.

11. The Applicants went ahead and instructed an electrician who did identify a fault in the sockets. They then deducted the cost of £120 from their rent. The Tribunal pointed out that this all happened more than 12 months before their application, outside the time limit. The Applicants pointed to the fact that the Respondent asserted that they had rent arrears in e-mails sent on 7th November 2023, 22nd January 2024, 1st May 2024, 29th June 2024, 28th and 29th July 2024 and 8th, 28th and 30th August 2024. They said that this constituted continuous harassment.
12. The Tribunal accepts that there is a strong case that the Respondent breached her covenant of repair by not resolving the electrical issue within a reasonable time of its being reported to her. However, the Applicants frequently elided any breach of covenant with a breach of section 1 of the 1977 Act. On the Applicants' own evidence, the Respondent attempted to identify the problem and, although she was wrong, genuinely believed she was right.
13. Similarly, the Applicants have a strong case for saying they applied the right of legal set-off correctly but, again, the Respondent clearly genuinely believed what she was saying. She did not assert rent arrears with intent or with reasonable cause to believe that it was likely to cause the Applicants to give up the occupation or refrain from exercising any right or pursuing any remedy.
14. Time and again, the Applicants would accuse the Respondent of harassing them by doing exactly what they themselves were doing, in this case asserting what they believed to be the true legal situation. According to the Applicants, the quality which differentiated them from the Respondent and turned the Respondent's conduct into harassment was that they were right and she was wrong.
15. From the beginning of the tenancy, the extractor fan, dishwasher, intercom and security alarm did not function. Although this would arguably have been a breach of covenant by the Respondent, the Applicants did not appear much bothered as they did not raise it until January 2024. However, they assert that the Respondent harassed them by refusing to carry out repairs due to the alleged rent arrears.
16. The Respondent did not express herself in such terms. She asserted in an email on 1st May 2024 that the Applicants were "obstructing repairs being carried out by being in rent arrears." The Tribunal accepts that her clear meaning was to refuse to do repairs due to the £120 deduction. The Tribunal further accepts that this is inexcusable and unprofessional, however frustrated the Respondent may have been with the Applicants. However, again, there is no evidence that the Respondent acted in this

way with intent or with reasonable cause to believe that it was likely to cause the Applicants to give up the occupation or refrain from exercising any right or pursuing any remedy.

17. The Applicants also claimed harassment when the Respondent refused to provide a reference for their next landlord unless they cleared their rent arrears first. This is a nonsense. The Applicants had no right to a reference. The Respondent was entitled to refuse to provide a reference for any reason (outside the Equality Act 2010, which is not relevant here). The alleged rent arrears constituted a rational reason for such a refusal, even if the Respondent was arguably wrong about the existence of the arrears. This conduct does not remotely approach a breach of the 1977 Act.
18. The Applicants understood from their tenancy agreement that they were supposed to forward any post for the Respondent to her address. The Respondent wanted them to leave it at the bottom of the stairs for her to collect it. The Applicants did not do either. Instead, they wrote "Return to Sender" on each item and posted it. They say they also put the Respondent's address on each item but that would have been confusing and contradictory to the Royal Mail staff and, understandably, the Respondent says she did not receive the post. The Applicants said they put "Return to Sender" because, otherwise, they would have had to pay additional postage but, if that were their concern, it is difficult to understand why they did not comply with the Respondent's request to leave it at the bottom of the stairs.
19. When the Respondent complained to the Applicants that they were not allowing her to collect her post, the Applicants claimed this as harassment. It is clearly not anything of the sort, let alone a breach of the 1977 Act.
20. The Applicants decided to leave and gave notice to quit by email dated 26th June 2024. They said they would move out on 6th September 2024 at the expiry of the tenancy.
21. Under clause (44) of the tenancy agreement the Applicants were obliged to permit the Respondent to enter the property at reasonable hours of the day time on 24 hours' notice to view it with prospective tenants or purchasers. By email dated 11th July 2024, the Respondent gave notice that she intended to enter for "potential flat viewings" the following Sunday 14th July 2024 between 12 and 2pm. Unfortunately, this clashed with a reception following a family christening that day and so the Applicants asked if it could be re-arranged. This was obviously a reasonable response and the Respondent could have reacted a number of different ways. She chose an intemperate response, insisting she had given the requisite notice and hinting that their deposit was at risk. In a further email, as well as repeating her insistence on coming at the time she had specified, she mentioned the rent arrears and accused them of opening her mail.

22. Rather than contemplate the possibility that the Respondent and some prospective tenants might interrupt their reception, the Applicants moved it to Mr Webb's parents' house further away. They believe the Respondent conducted her viewing while they were away.
23. By email dated 20th July 2024 the Respondent gave notice of further viewings on Sunday 21st July and Tuesday 23rd July 2024. The latter was to be between 6 and 8pm. The Applicants had dinner and decompression time after work at that time and asked the Respondent not to schedule "viewings past 6pm in the future". Nevertheless, the Respondent notified them on 23rd July 2024 that she had arranged for a viewing between 7 and 8pm the following evening. The Applicants did not refuse access but repeated their request for there not to be viewings after 6pm.
24. By email dated 28th July 2024 the Respondent protested the Applicants' request on the basis that after 6pm on weekdays is peak viewing time (which the Applicants conceded during the hearing). She again mentioned rent arrears and the Applicants not allowing her to pick up her mail.
25. By email dated 29th July 2024, the Respondent stated, "If you continue to not allow viewings in the early evening as you have done today, then the matter will be escalated." She also gave notice of further viewings on the following day at 7:15-8pm and the day after that at 7:30-noon.
26. Other than the initial request, the Applicants asserted that every email constituted an act of harassment. While the Tribunal accepts that the Respondent could have been more considerate in her email correspondence, none of this constitutes a breach of the 1977 Act. In particular, the Applicants have not established that these matters, beyond a reasonable doubt, constitute acts likely to interfere with the Applicants' peace or comfort or were done with intent or with reasonable cause to believe that it was likely to cause the Applicants to give up the occupation or refrain from exercising any right or pursuing any remedy.
27. On 30th July 2024 the Respondent came to the property for a viewing. Ms Overton let her in, Mr Webb being out at the time. The Respondent had brought a photographer with her. For reasons which are not apparent, Ms Overton did not object at the time but objected in the proceedings both to the photographer's presence and the Respondent calling her a "viewer". According to the Applicants' statement of case,

[The Respondent] suddenly began shouting from the kitchen, demanding to know where her mail was – loudly enough for Sophie's mother to hear over the phone. When Sophie politely reiterated that all mail had been forwarded per Clause 43 of the tenancy agreement, Ms. Allison aggressively opened and slammed shut kitchen cupboards, then stormed into the living room and continued searching through tenant belongings, tipping over a brand-new coffee machine in the process. Following this, she then invaded Sophie's personal space, looming

over her and thrusting a phone camera in Sophie's face, demanding "*why have you been withholding my mail for twelve months, can you tell me that ?*" When Sophie refused to engage to avoid escalation, [the Respondent] mockingly remarked, "*don't wish to answer?*" – then proceeded to state while walking out "*you failed the tenancy referencing ... On no ... That's the kind of clientele you get ... hopefully we can get someone who's actually a lot better.*" This final exchange was captured on video, clearly showing Ms. Allison filming Sophie at uncomfortably close range, and making accusatory and demeaning remarks

28. In support of this allegation, the Applicants showed two videos, one of the tail end of the above incident and of another incident involving the same people, namely Ms Overton, the Respondent and the photographer who remained at the bottom of the stairs to the front door. Both videos show the Respondent to be calm and soft-spoken at all times. In one video, she gently opens and shuts one cupboard door and leaves when asked to do so. In the other video, Ms Overton shouts over whatever the Respondent is trying to say, repeating over and over to "please leave", until eventually she leaves.
29. Throughout the hearing, Ms Overton was garrulous and exhibited nervous excitement. She had to be asked to sit a couple of rows back when she could not stop herself from interrupting Ms Grasso's cross-examination of Mr Webb. This behaviour is consistent with her behaviour in the video where she kept shouting over the Respondent. Taking all the evidence into account, Ms Overton appears to be excitable and prone to perceiving threats where there aren't any.
30. Taking this and the video evidence into account, the Tribunal is not satisfied that her version of events on 30th July 2024 is correct. At the very least, her accusations from that day have not been established to the criminal standard of proof. Further and in any event, there is no evidence that the Respondent acted as she did with intent or with reasonable cause to believe that it was likely to cause the Applicants to give up occupation or refrain from exercising any right or pursuing any remedy.
31. Following this, the Respondent gave notice of viewings by purporting to block out consecutive days from 9am to 6pm and then not using most of that time. Her frustration with the Applicants may be understandable but her actions come across as somewhat petty. However, yet again, the Applicants have not established beyond a reasonable doubt that they constitute acts likely to interfere with the Applicants' peace or comfort (rather than being a minor inconvenience) or were done with intent or with reasonable cause to believe that they were likely to cause the Applicants to give up occupation or refrain from exercising any right or pursuing any remedy.
32. On 18th August 2024 the Applicants returned to the property to find a camera they had installed in the kitchen and their electric sockets turned off, for which they blamed the Respondent. The only detriment they

could point to was that the router, not having power, had lost connection with the internet – presumably, it was restored within the few seconds it takes to switch it back on and wait for it to re-boot. This may well constitute a breach of the covenant for quiet enjoyment but, again, the Applicants have not established beyond a reasonable doubt that it constitutes an act likely to interfere with the Applicants’ peace or comfort (rather than being a minor inconvenience) or was done with intent or with reasonable cause to believe that it was likely to cause the Applicants to give up occupation or refrain from exercising any right or pursuing any remedy.

33. By email the following day, 19th August 2024, the Applicants informed the Respondent that they would no longer grant access to the property until they had moved out, except for repairs and emergencies. The Applicants see no irony in asserting a freedom to break the terms of their tenancy while complaining of the Respondent doing so. Again, they assert that being in the right is sufficient to excuse them while enabling them to characterise the Respondent’s conduct as harassment.
34. On 28th August 2024 the Respondent emailed the Applicants to ask when her inventory clerk could perform the check-out. The Applicants refused all her suggested times on the basis that the property was being deep-cleaned the preceding two days and proposed the last day of the tenancy from noon as the only possible time. As with the viewings earlier, it did not occur to the Applicants at any time (up to and including the hearing) that the times the Respondent was suggesting might be the only times she could make the relevant arrangements, that their suggestions might not be feasible for the Respondent or that anyone’s convenience other than their own was relevant.
35. It is not clear when but the Applicants moved themselves and their belongings out of the property days before the tenancy ended. From then until the end of the tenancy, the Respondent appears to have accessed the property a couple of times. On both occasions, the Applicants accused the Respondent of “soiling” the property, requiring them to clean it up to protect their deposit. According to their photos, the “soiling” consisted of removing kickboards, leaving a couple of patches of dust and leaving an old curtain on and hanging off a wall shelf.
36. It is notable that the parties took their dispute to the deposit adjudicator who ruled in favour of the Respondent, awarding her £55 for cleaning and the £120 rent deduction. On the latter, the adjudicator’s reasoning was that they can only adjudicate on matters relating to the deposit, not on counterclaims.
37. Yet again, the Tribunal is not satisfied that the Applicants established beyond a reasonable doubt that the Respondent’s conduct constituted acts likely to interfere with the Applicants’ peace or comfort or were done with intent or with reasonable cause to believe that they were likely to cause the Applicants to give up occupation or refrain from exercising any right or pursuing any remedy.

38. The Tribunal can see the force in the argument that the Respondent has breached the covenants to repair and for quiet enjoyment but has no power to rule on those issues. However, the Tribunal is not satisfied so that it is sure that the Respondent's actions constitute harassment as defined in the 1977 Act and so the application for a RRO is refused.

Name: Judge Nicol

Date: 7th July 2024

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).

Appendix of relevant legislation

Protection from Eviction Act 1977

Section 1 **Unlawful eviction and harassment of occupier**

- (1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.
- (2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.
- (3) If any person with intent to cause the residential occupier of any premises—
 - (a) to give up the occupation of the premises or any part thereof; or
 - (b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.
- (3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—
 - (a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
 - (b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.
- (3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.
- (3C) In subsection (3A) above “landlord”, in relation to a residential occupier of any premises, means the person who, but for—
 - (a) the residential occupier's right to remain in occupation of the premises, or
 - (b) a restriction on the person's right to recover possession of the premises,would be entitled to occupation of the premises and any superior landlord under whom that person derives title.
- (4) A person guilty of an offence under this section shall be liable—
 - (a) on summary conviction, to a fine not exceeding the prescribed sum or to imprisonment for a term not exceeding 6 months or to both;
 - (b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.

- (5) Nothing in this section shall be taken to prejudice any liability or remedy to which a person guilty of an offence thereunder may be subject in civil proceedings.
- (6) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he as well as the body corporate shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
 - (a) repay an amount of rent paid by a tenant, or
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “*an offence to which this Chapter applies*” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

Act	section	general description of offence
1 Criminal Law Act 1977	section 6(1)	violence for securing entry
2 Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3 Housing Act 2004	section 30(1)	failure to comply with improvement notice
4	section 32(1)	failure to comply with prohibition order etc
5	section 72(1)	control or management of unlicensed HMO
6	section 95(1)	control or management of unlicensed house
7 This Act	section 21	breach of banning order

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for 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.
- (3) A local housing authority may apply for a rent repayment order only if—
 - (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 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);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
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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
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- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
 - (a) the rent paid in respect of that period, less
 - (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) In determining the amount the tribunal must, in particular, take into account—

- (a) the conduct of the landlord and the tenant,
- (b) the financial circumstances of the landlord, and
- (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.