



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

Case reference : **LON/00AN/HMF/2025/0641**

Property : **Flat 13 Samuel Richardson House,
North East Crescent, London W14 8TE**

Applicants : **Ms Alena Vyskocilova**

Representative : **N/A**

Respondent : **Mr Adel Shafik**

Representative : **None**

Type of application : **Application for a rent repayment order
by tenant Sections 40, 41, 43, & 44 of the
Housing and Planning Act 2016**

Tribunal members : **Judge H Carr
Mr S. Wheeler MCIEH, CEnvH**

**Date and venue of
hearing** : **30th July 2025**

Date of decision : **17th September 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal determines to make a Rent Repayment Order in the sum of £7980.
- (2) The Rent Repayment Order must be paid within 28 days of the issue of this decision.
- (3) The tribunal determines that the respondent reimburse the applicant for her application and hearing fees, totalling £330.
- (4) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The applicant tenant, Ms Alena Vyskocilova seeks a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to Flat 13, Samuel Richardson House, North East Crescent, London W14 8TE, the property.
2. The applicant alleges that the respondent landlord has committed two offences, (i) the offence of control or management of an unlicensed HMO under s.72(1) of the Housing Act 2004 and (ii) the offence of illegal eviction and harassment.
3. The respondent is Mr Adel Shafik, who is the joint registered owner of the property alongside Morius Mankarus. Mr Shafik is listed as landlord on the agreement produced by the applicant.
4. The applicant is seeking to recover 12 months' rent at £750 pcm for the period 01 January 2023 to 31st December 2023 which totals £9000.
5. The application was made on 6th December 2024. Directions were issued in this matter on 26th February 2025.

The hearing

6. Ms Alena Vyskocilova appeared at the hearing and represented herself, The Applicant had permission from the tribunal to rely on a paper version of her bundle.

7. The Respondent appeared at the hearing. He had not engaged with the proceedings until 28th July 2025 when he sent 16 documents to the Tribunal. These comprised
- (i) 6 bank statements
 - (ii) Two invoices relating to work done in the property
 - (iii) Two utility bills
 - (iv) A statement from Ms Homolava
 - (v) A statement from the Respondent
 - (vi) The remaining documents are correspondence relating to settlement.
8. The Respondent apologised to the tribunal for his failure to engage with proceedings. He said that he had been relying on solicitors to run the case for him, but they had let him down.
9. The Applicant had no objection to the documents being considered by the tribunal.
10. The tribunal therefore determined to allow the documents to be presented. It noted that the Applicant's bundle had been prepared before she was aware that the Respondent was claiming that he was a resident landlord.
11. The Respondent said that he had not received the Applicant's bundle. The Applicant said that she had posted it and it had been returned to her. She produced evidence of postage. The tribunal noted that at no stage had the Respondent or his solicitors requested a copy of the bundle.
12. The tribunal adjourned briefly to enable the Respondent to copy the Applicant's bundle.

The background and chronology

13. The property is a self-contained 3 bedroom flat that has the living room converted to a bedroom to accommodate four occupants. There is a shared kitchen and bathroom and an additional toilet.
14. Ms Vyskocilova moved into the property on 18th December 2021. She signed a 6 month assured shorthold tenancy which named the Respondent as the landlord.

15. After the fixed term tenancy was ended her occupation continued as a periodic assured shorthold tenant and her rent was increased from £650 to £750 pcm.
16. The agreement provides that the landlord was responsible for Council Tax and for gas, electricity and water charges.

The issues

17. The issues that the tribunal must determine are;
 - (i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offences?
 - (ii) Does the respondent have a 'reasonable excuse' defence?
 - (iii) What amount of RRO, if any, should the tribunal order?
 - (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
 - (b) What account must be taken of
 - (1) The conduct of the landlord
 - (2) The financial circumstances of the landlord:
 - (3) The conduct of the tenant?
 - (iv) Should the tribunal refund the applicant's application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offences?

Was the Respondent a resident landlord?

18. The tribunal has to decide whether the Respondent was a resident landlord to determine whether he has committed the offences that the Applicant alleges.
19. The Applicant gave evidence that the Respondent did not live in the property.

The Applicant's evidence

20. The Applicant produced text messages from the Respondent and emails which demonstrated that he did not live in the property. For instance

- (i) The Respondent's solicitors raised the issue of the Applicant refusing the Respondent access to the flat in an email of 5th October 2023 (page 101 of the bundle). The Applicant replied to this complaint on 13th October 2023 as follows:

You have made a complain that I consistently denied to you/your agent access to the property and you repeatedly made attempts to schedule inspections and provided ample notice. This is a groundless complain as since I have moved in the flat in December 2021 you were allowed to enter the flat only on one occasion because I misunderstood explanation of the tenancy law. But you were emailed and posted a letter acknowledging this which you collected from the flat in person. (page 99 of the bundle)

- (ii) At page 105 of the bundle the Respondent replies to an email from the Applicant on 19th August 2023 as follows: I am sorry but I really don't need your permission to enter the flat as you are renting a room only and living in a flat share with others. Your permission will be needed only if you are renting the whole flat by yourself. Or in case I need to enter your private/rented room. Every time I come to the flat because I have been asked to by one of the people in the flat and they had been aware that I am coming to check or collect important mail and that also can be confirmed.

- (iii) On 1st November 2023 the Applicant emailed the Respondent saying I have heard you coming in the flat this morning at 9 am (1st November 2023) to pick

up letters. I see all are gone now except that one see picture attached. (page 94 of the bundle)

- (iv) On 23rd December 2023 the Applicant emailed the Respondent telling him (inter alia) that he had uncollected letters in the flat, saying 'all the letters are kept on usual place – the shelf in the hallway so you can collect then when convenient' (page 85 of the bundle).

21. The tribunal also noted emails from the Respondent's solicitor in connection with possession proceedings which did not mention that the Respondent was a resident landlord. Indeed in the correspondence between the Applicant and the Respondent's solicitors the Respondent's solicitors stress the importance of the terms of the AST and the relevant grounds for possession (See the Applicant's bundle at pp86 and 87)

The Respondent's evidence

22. The Respondent says that he had resided in the property with his long term partner Ms Homolava since 2010.
23. He says that the AST was a mistake and that the Applicant was a lodger and he should have given her a lodging agreement.
24. He produced a witness statement from Ms Homolava dated 28th July 2025 which said as follows:

I, Miroslava Homolova, hereby declare that I have resided at Flat 13 Samuel Richardson House, North Ens Crescent, SW14 8TE together with my partner, Adel Shafik, from 10/07/2010 to present date. We have shared this residence as domestic/ life partners during time. This statement is true and accurate to best of my knowledge.

25. Ms Homolava did not attend the hearing.

The decision of the tribunal

26. The tribunal determines that the Respondent was not a resident landlord.

The reasons for the tribunal decision

27. The tribunal did not find the evidence given by the Respondent to be credible. Neither he nor his solicitors have prior to the 28th July 2025 ever suggested that he was a resident landlord of the premises. It is inconceivable for instance that when the solicitors sent a letter to the Applicant about rent increases or about the Ground 8 notice that they would not have told her that she was not an assured shorthold tenant if that was in fact the case.
28. The emails and text messages from the landlord provided by the Applicant's bundle were inconsistent with the Respondent being a resident landlord.
29. The tribunal found the Applicant to be a credible witness and accepted her evidence that the Respondent did not live in the property.

The failure to licence

The Applicant's evidence

30. The Applicant says that property is situated within an additional licensing area as designated by the London Borough of Hammersmith and Fulham. The additional licensing scheme came into force on 5th June 2017 and was renewed in 2022 and now continues to 4th June 2027. The scheme requires all HMOs with 3 or more occupants living in two or more households to be licensed. The designation of the scheme is provided in the applicants' bundle provided in response to the respondent's bundle at page
31. The Applicant produced evidence that the additional licensing scheme covers the location of the property.
32. The property met all the criteria to be licensed under the designation and does not qualify for any licensing exemptions.
33. The Applicant included the designation in her bundle at page 141 of her bundle.
34. The Applicant produced correspondence from the LB of Hammersmith and Fulham dated 16th September 2024 from Oliver Williams Private Housing Licensing Officer with Hammersmith and Fulham Council. This confirmed that the property was unlicensed. He informed her that a search had returned no current or previous licences in place for the property.
35. The Applicant says that during the period of her claim the property was occupied by at least three persons living in two or more separate households and occupying the property as their main residence. Their

occupation of the property constituted the only use of the accommodation.

36. The Applicant says that during the period of her occupancy the property was occupied as follows:

- (i) Ms Miloslava Homolava who lived there when she moved in and was still there when she moved out
- (ii) Mr Salvatore Ramondi who lived there when she moved in and was still there when she moved out
- (iii) Ms Sara Bourghanmi who was there when she moved in but moved out in May 2023 when she was replaced by Ms Maristella Lorusso

37. The Applicant produced text messages to demonstrate the presence of the other occupiers.

38. The Applicant was unrelated to any of the other occupiers and was not in a relationship with any of the other occupiers.

The Respondent's evidence

39. The Respondent says that he lived in the property with his girlfriend and two lodgers, therefore the property did not require licensing.

40. He said that the other occupiers of the property were family members who paid no or very little rent. He produced no evidence of that. He did not produce any evidence of agreements with the other occupiers.

The decision of the tribunal

41. The tribunal determines that the Respondent has committed the offence of failure to licence an HMO.

The reasons for the decision of the tribunal

42. The tribunal has already determined that the Respondent was not a resident landlord. The tribunal accepts the evidence of the Applicant as to the other occupiers of the property. She is a credible witness who has thoroughly prepared her case. Therefore the tribunal accepts that there were three tenants in the property.

43. The tribunal determines that the Respondent is not a credible witness. He produced no evidence to support his claim that the other occupiers

were family members. Indeed he refers to them as also being subject to a rent increase in his email to the Applicant dated 19th August 2023.

44. The tribunal accepts the evidence of the Applicant and the evidence from the local authority as to the additional licencing scheme.

The illegal eviction and harassment

45. The Applicant says that she was served invalid notices from April until December 2023. This in itself she says was harassment.
46. The illegal notices commenced on 16th April 2023 following problems of leaks of water from the flat above the property which caused damage to the Applicant's room. The Respondent said that the work would take around 3 to 4 weeks and therefore he gave her notice as the room needed to be empty for the work to be done. The Applicant queried the need for work to last 3 to 4 weeks and the Respondent repeated that she had to vacate in an email dated 19th April 2023.
47. On 1st May 2023 the Applicant said the reason was not plausible and suggested that it was not a proper reason for termination of the tenancy. The Respondent repeated that he required the room to be empty in an email of 8th June 2023 and asked if one month was sufficient for her to find another room. On 4th July 2023 the Applicant wrote to the Respondent to say that if he wished to serve notice this must be done lawfully and requiring the Respondent to stop harassing her with invalid notices.
48. She also raised the issue of people entering her room without her permission.
49. Subsequently the Applicant was served by the Respondent with a rent increase notice dated 1st August 2023. She told the Respondent that the rent increase notice was not valid. The notice was re-served by the Respondent on 18th August 2023.
50. The rent notice is at page 108 of the bundle.
51. The Applicant argued that the notice was invalid and that it was unreasonable to increase the rent as the property was in poor condition.
52. The Applicant was served with a Ground 8 notice by solicitors on 14th November 2023.

53. The Applicant replied to the notice saying that the rent arrears alleged were based on an invalid s.13 notice and therefore she has no obligation to make the increased monthly rental payment.
54. She also pointed out that the solicitors have incorrectly calculated the alleged rent arrears and that even if the rent was payable, the rent arrears total does not equal two months rent arrears as required by ground 8. The Applicant was paying rent at £750, so the most the arrears could be was £300.
55. On 17th January 2024 the Applicant says that the Respondent changed the locks to the property while she was at work. The landlord refused her access to the property
56. The Applicant submits that this was an unlawful eviction. She was not in rent arrears. There was no possession order from the court. On 10th January 2025 the Applicant confirmed with Wandsworth County Court that there was no possession order issued, nor had an application been made by the landlord.

The Respondent's evidence

57. The Respondent does not dispute that he changed the locks. He argued that he was a resident landlord and that he had given the Applicant reasonable notice before changing the locks.
58. The tribunal asked what notice he had given that was reasonable.
59. The respondent said that the Ground 8 notice given in was reasonable notice. He also said that the applicant knew that he wanted her to leave the property and should have known she had to leave.

The decision of the tribunal

60. The tribunal determines that the respondent has committed the alleged offence of illegal eviction.

The reasons for the decision of the tribunal

61. The tribunal has already determined that the Respondent was not a resident landlord. Therefore the Applicant was an assured shorthold tenant, as provided by the tenancy agreement. Such an agreement requires termination via the statutory provisions in the Housing Act 1988, ie service of a notice, and a court order. There was no valid notice and no court order, therefore the alleged offence was committed.

62. The notice of rent increase was also invalid. It does not contain the necessary prescribed information and makes no mention of s.13 of the Housing Act 1988. It does not tell the Applicant what to do if she disagrees with the rent increase. It does however refer to the Applicant as being a tenant.
63. The persistent serving of invalid notices also constitutes harassment as it was action designed to get the Applicant to leave the premises.
64. The Respondent should note that even if the tribunal had accepted that he was a resident landlord he would still have committed the offence of illegal eviction. The statute requires that he provide reasonable notice of termination if the agreement is an excluded tenancy. The Respondent did not provide reasonable notice of changing the locks as the notice he says he provided as reasonable notice was an invalid ground 8 notice. Moreover the email from the Respondent's solicitor (bundle page 91) refers to taking court action to gain possession if the Applicant does not leave and thus gives no notice/warning that more direct action could occur such as the locks being changed without further notice.

Does the Respondent have a 'reasonable excuse' defence?

65. The Respondent has not argued that he had a reasonable excuse defence. However the tribunal was prepared to consider his argument that he needed the room to carry out repairs to perhaps constitute a reasonable excuse.

Decision of the tribunal

66. The tribunal determines that the respondent's reasonable excuse defence does not succeed.

The reasons for the decision of the tribunal

67. Even if the Respondent had been required to ensure the room was vacated for the purposes of repair, he was required to do that via a lawful process and he failed to do so. Therefore he has no reasonable excuse based upon the insurers requirement for an empty room.

Should the tribunal make an award of a RRO? If so, for what amount?

The exercise of the tribunal's discretion

68. The Applicant asked the tribunal to exercise its discretion and make an RRO.

The decision of the tribunal

69. The tribunal determines to exercise its discretion to make a rent repayment order.

The reasons for the decision of the tribunal

70. The tribunal considered the evidence and determined that it was appropriate for it to exercise its discretion and make a rent repayment order because there had been a clear breach of the law.

The maximum amount of the RRO which can be ordered

71. The period for which the RRO is sought is from 01 January 2023 to 31st December 2023. The Applicant provided evidence that she had paid rent during that period.
72. The tribunal found that the maximum RRO it could award was £9000 which is made up of 12 x £750 rent pcm

Other arguments concerning the amount of the RRO to be awarded.

73. Although the rent includes utilities, the Applicant argues that no deductions should be made from the rent for utilities. She asks that the tribunal uses its discretion to not deduct utility costs.
74. The Respondent produced some utility bills but they were not complete and did not demonstrate the outgoings on the property. Nonetheless the Applicant has had the benefit of utilities at the property.
75. The tribunal determines that £50 pcm should be deducted from the rent paid. It bases this deduction on its knowledge of utility costs in similar properties and taking into account that bills were shared four ways. Therefore the maximum amount of the RRO is £8400
76. The applicant argues that her conduct has been good.
77. The applicant argues that the condition of the property was poor and the conduct of the landlord was very poor.
- (i) There was no prescribed information provided at the commencement of the tenancy
 - (ii) There was no Gas Safety Certificate and no EIC

- (iii) The Applicant's deposit was not protected and monies were deducted from it without good reason.
- (iv) There was damp to her room as a result of leaks from the room above and there were unreasonable delays in carrying out repairs.
- (v) There were problems with electricity with lights not working in the hall and kitchen for some period of time.
- (vi) There was persistent unauthorised entry to her room
- (vii) The actions of the Respondent left her homeless for seven weeks and damaged her possessions
- (viii) She suffered harassment after she left the property

78. The Respondent said that the Applicant's conduct was poor. She was noisy on the telephone. He deducted monies from the deposit because the Applicant left the room in a poor condition.

The decision of the tribunal

79. The tribunal determines to award a RRO at 95% of the maximum RRO.

80. This means that the RRO will total £7980.

The reasons for the decision of the tribunal

81. There is extensive case law on how the tribunal should reach a decision on quantum of a rent repayment order. In reaching its decision in this case the tribunal has been guided by the very helpful review of the decisions in the Upper Tribunal decision *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC).

82. *Acheampong v Roman* (2022) UKUT 239 (LC) established a four stage approach which the tribunal must adopt when assessing the amount of any order. The tribunal in this case has already taken the first two steps that the authorities require by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant. The tribunal has decided that £100 per month should be deducted for utilities.

83. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The offence of illegal eviction is one of the most

serious of offences for which a rent repayment order may be made. It is compounded by a failure to licence.

84. The tribunal has taken into account in deciding that this is a very serious example of a breach of housing law the following:

- (i) The actions of the landlord made the applicant homeless.
- (ii) The landlord packed up the Applicant's possessions and did not return them to her on the day of collection and he damaged some of her belongings.
- (iii) The landlord did not accept that he had done anything wrong. He considered that the Applicant spending a night in a police station and then couch surfing meant that she was not homeless.
- (iv) The landlord ignored all communications from the Applicant demonstrating that he was in breach of the law and persisted in demanding rent arrears, issuing invalid notices
- (v) The landlord at the last minute decided to argue that he was a resident landlord providing very little substance for this
- (vi) The landlord failed to provide any regulatory safety or prescribed information and failed to protect her deposit. He showed a total disregard for housing law.

85. In assessing the seriousness of the offence the tribunal has not taken into account the Applicant's allegations of harassment after the eviction which it considers that the Applicant has not proved took place.

86. The tribunal decided not to reduce the amount payable because of the conduct of the applicant. The Respondent made some allegations about noise and about her being difficult to live with, but these allegations were not substantiated. The tribunal was very confused about the deduction of monies from the deposit. The amount deducted was equal to the amount that had been spent renovating her room because of the leak from the upstairs property. Indeed the need for doing that work provided the Respondent's justification for the eviction. The tribunal considers that the Respondent had no basis upon which to deduct those monies.

87. The tribunal has also considered the financial circumstances of the Respondent. He provided bank statements to demonstrate he had very limited cash, but the statements he provided did not include rent payments from the Applicant and other occupiers of the property. The tribunal therefore concludes that he has other accounts which he did not disclose.
88. The Respondent also said that he had no property other than the flat which he owns a half share of. However the tribunal has determined that he is not a resident landlord and therefore it is very likely that he has other property which he has not disclosed. Indeed when the tribunal asked the Respondent why he bought the property he initially said as an investment before correcting himself and saying to live in.
89. For these reasons the tribunal determined not to reduce the amount of the RRO because of the financial circumstances of the Respondent. There was insufficient evidence to support his claim that he had very limited financial resources.
90. At this stage the tribunal considers that a RRO of 95% of the maximum RRO less utilities is appropriate and does not consider that any further deductions or increases should be made.
91. In the light of the above determinations the tribunal also orders the respondent to reimburse the applicants their application fee and hearing fee.

Name: Judge H Carr

Date: 17th September 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).