



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

Case Reference : **LON/00BK/HMF/2025/0660**

Property : **Flat 4A, Hyde Park Mansions, Transept Street, Westminster, NW1 5ER**

Applicants : **(1) Cormac McCooey
(2) Andrew Brady
(3) Odhran Lawless Quinn
(4) Simon Glennon**

Representative : **Justice for Tenants**

Respondents : **(1) Benjamin Lam
(2) Benjamin Lam & Company Ltd**

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

Tribunal : **Judge Nicol
Mr S Wheeler MCIEH CEnvH**

Date and Venue of Hearing : **10th September 2025;
By remote video**

Date of Decision : **29th September 2025**

DECISION

- 1. The claim against the Second Respondent is dismissed.**
- 2. The First Respondent shall pay to the Applicants Rent Repayment Orders in the following amounts:**

(a) Cormac McCooey	£8,702.40
(b) Andrew Brady	£9,371.04
(c) Odhran Lawless Quinn	£8,510.40
(d) Simon Glennon	£9,230.40
- 3. The First Respondent shall also reimburse the Applicants their Tribunal fees totalling £337.**

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

Reasons

1. The Applicants resided at Flat 4A, Hyde Park Mansions, Transept Street, Westminster, NW1 5ER, a 4-bedroom basement flat, with shared kitchen and bathrooms, from 27th August 2022 until 27th August 2024.
2. The First Respondent is named as the landlord in the Applicants' tenancy agreement and the Second Respondent is the leasehold owner of the property.
3. The Applicants seek rent repayment orders ("RROs") against the Respondents in accordance with the Housing and Planning Act 2016 ("the 2016 Act").
4. The Tribunal issued directions on 9th April 2025. There was a hearing of the application on 10th September 2025, held by remote video due to the difficulties of traveling to the Tribunal during the strike on the London Underground. The attendees were:
 - Mr J Cairns from Justice for Tenants, representing the Applicants
 - The Applicants
 - Mr Peter Ward, counsel for the Respondents
 - The First Respondent
 - Ms Joanne Semmence, the Respondents' letting agent
 - Mr Kumen Naidoo, a solicitor assisting the Respondents.
5. The documents available to the Tribunal consisted of a bundle of 186 pages from the Applicants, one of 22 pages from the Respondents and a 20-page Reply from the Applicants.

The offence

6. 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 2016 Act. The Applicant has listed two Respondents but only one of them can be the landlord.
7. The First Respondent, Mr Benjamin Lam, was named alone on the Applicant's tenancy agreement as the landlord and managed the property, albeit with occasional assistance from Ms Semmence. He claimed he was really acting as agent for the Second Respondent but there was no agency agreement or other evidence to support this. In his witness statement, he said it was a "mistake" that his name was on the tenancy but then contradicted himself in his oral evidence when he said that the Second Respondent had no presence in the UK and so he had to do things in his own name. In his closing submissions, Mr Ward stated that the First Respondent conceded he was the landlord at the material time. Therefore, the Tribunal is satisfied that he is the landlord.

8. The Applicant alleged that both Respondents were guilty of having control of or managing an HMO (House in Multiple Occupation) which is required to be licensed but is not so licensed, contrary to section 72(1) of the Housing Act 2004 (“the 2004 Act”). Superior landlords and landlords’ agents are capable of committing this offence, as well as immediate landlords, but RROs may only be made against the landlord. The Second Respondent, Benjamin Lam & Company Ltd, is the leasehold owner of the property but they were not the Applicants’ landlord.
9. For these reasons, the claim against the Second Respondent is dismissed.
10. The local authority, the City of Westminster, designated the whole of the borough for additional licensing of HMOs with effect from 30th August 2021 until 31st August 2026. It applies to HMOs occupied by three or more persons in two or more households.
11. The First Respondent admitted that the property had been let without the requisite licensing authority’s requirements but claimed that this was an oversight and that, since he lives abroad, he relies on his agents who neglected to inform him of the requirements. He said a Council officer mentioned the requirements to Ms Semmence on 9th December 2023 and an application was made for an HMO licence on 29th January 2024.
12. The Tribunal is not satisfied that the First Respondent relied on his agents, let alone that there was any degree of reliance sufficient to excuse the failure to licence. The lack of any agency agreement meant that there was no express allocation of responsibility for dealing with matters such as licensing. In any event, in her evidence, Ms Semmence explained that she was not a managing agent but a letting agent, i.e. she found the tenants but did not manage the property. She happens to live not far from the property and so helped out occasionally at the First Respondent’s request but that did not change her status. It was the First Respondent who said he did his best to maintain the property and set up a WhatsApp group for the Applicants to raise any concerns with him.
13. In his evidence, the First Respondent admitted that he had done nothing to acquaint himself with the law and regulations relevant to his role as the landlord of the property and had made no arrangements to keep himself up-to-date. He was unaware of the existence of any landlords’ organisations or updating services, let alone joining or subscribing to any.
14. The First Respondent pointed out that he is based abroad but that is because he has, through his group of companies, a large international property portfolio with more than £50m in assets. He has the resources to ensure the person managing his UK properties is familiar with local law and regulations while having the knowledge and experience to know that such arrangements are essential.
15. Therefore, the Tribunal is satisfied so that it is sure that the First Respondent committed the offence of managing and/or having control

of the property when it was let as an HMO despite not being licensed and had no reasonable excuse.

Rent Repayment Order

16. For the above reasons, the Tribunal is satisfied that it has the power under section 43(1) of the Housing and Planning Act 2016 to make Rent Repayment Orders on this application. The Tribunal has a discretion not to exercise that power. However, as confirmed in *LB Newham v Harris* [2017] UKUT 264 (LC), it will be a very rare case where the Tribunal does so. This is not one of those very rare cases. The Tribunal cannot see any grounds for exercising their discretion not to make a RRO.
17. The RRO provisions have been considered by the Upper Tribunal (Lands Chamber) in a number of cases and it is necessary to look at the guidance they gave there. In *Parker v Waller* [2012] UKUT 301 (LC), amongst other matters, it was held that an RRO is a penal sum, not compensation – Ms Semmence asserted that the Applicants were out to make money and had suffered no loss but, even if that were true, it is irrelevant.
18. The law has changed since *Parker v Waller* and was considered in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) where Judge Cooke said:
 53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to considerations of conduct and his financial circumstances. ...
19. In *Williams v Parmar* [2021] UKUT 0244 (LC) Fancourt J held that there was no presumption in favour of awarding the maximum amount of an RRO and said in his judgment:
 43. ... “Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities”, which came into force on 6 April 2017 ... is guidance as to whether a local housing authority should exercise its power to apply for an RRO, not guidance on the approach to the amount of RROs. Nevertheless, para 3.2 of that guidance identifies the factors that a local authority should take into account in deciding whether to seek an RRO 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.
 50. I reject the argument ... that the right approach is for a tribunal simply to consider what amount is reasonable in any given case. 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. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.

20. In *Acheampong v Roman* [2022] UKUT 239 (LC) the Upper Tribunal sought to provide guidance on how to calculate the RRO:

20. The following approach will ensure consistency with the authorities:

- a. Ascertain the whole of the rent for the relevant period;
- b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
- c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
- d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).

21. The Applicants seek the following amounts, being the rent each paid from 27th September 2022 to 26th September 2023:

(a) Cormac McCooey	£10,878
(b) Andrew Brady	£11,713.80
(c) Odhran Lawless Quinn	£10,638
(d) Simon Glennon	£11,538

22. In relation to utilities, they were not included in the rent and so they are not relevant here.

23. The next step is to consider the seriousness of the offence relative both to the other offences for which RROs may be made and to other cases where the same offence was committed. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Tribunal sought to rank the housing offences listed in section 40(3) of the 2016 Act by the maximum sanctions for each and general assertions, without reference to any further criteria or any evidence, as to how serious each offence is. The conclusion was that

licensing offences were generally lesser than the use of violence for securing entry or eviction or harassment, although circumstances may vary significantly in individual cases.

24. It is important to understand why a failure to licence is serious, even if it may be thought lower in a hierarchy of some criminal offences. In *Rogers v Islington LBC* (2000) 32 HLR 138 at 140, Nourse LJ quoted, with approval, a passage from the Encyclopaedia of Housing Law and Practice:

... Since the first controls were introduced it has been recognised that HMOs represent a particular housing problem, and the further powers included in this Part of the Act are a recognition that the problem still continues. It is currently estimated that there are about 638,000 HMOs in England and Wales. According to the English House Condition Survey in 1993, four out of ten HMOs were unfit for human habitation. A study for the Campaign for Bedsit Rights by G Randall estimated that the chances of being killed or injured by fire in an HMO are 28 times higher than for residents of other dwellings.

25. He then added some comment of his own:

The high or very high risks from fire to occupants of HMOs is confirmed by the study entitled “Fire Risk in HMOs” ... HMOs can also present a number of other risks to the health and safety of those who live in them, such as structural instability, disrepair, damp, inadequate heating, lighting or ventilation and unsatisfactory kitchen, washing and lavatory facilities. It is of the greatest importance to the good of the occupants that houses which ought to be treated as HMOs do not escape the statutory control.

26. The process of licensing effectively provides an audit of the safety and condition of the property and of the landlord’s management arrangements, supported wherever and whenever possible by detailed inspections by council officers who are expert in such matters. Owners and occupiers are not normally expert and can’t be expected to know how to identify or remedy relevant issues without expert help. It is not uncommon that landlords are surprised at how much a local authority requires them to do to bring a property up to the required standard and, in particular, object to matters being raised about which the occupiers have not complained.

27. If a landlord does not apply for a licence, the audit process never happens. As a result, the landlord can save significant sums of money by not incurring various costs which may cover, amongst other matters:

- (a) Consultants – surveyor, architect, building control, planning
- (b) Licensing fees
- (c) Fire risk assessment

- (d) Smoke or heat alarm installation
 - (e) Works for repair or modification
 - (f) Increased insurance premiums
 - (g) Increased lending costs
 - (h) Increased lettings and management costs.
28. The prospect of such savings is a powerful incentive not to get licensed. Not getting licensed means that important health and safety requirements may get missed, to the possible serious detriment of any occupiers. RROs must be set at a level which disincentivises the avoidance of licensing and disabuses landlords of the idea that it would save money.
29. Further, under section 44(4) of the 2016 Act, in determining the amount of the RRO the Tribunal must, in particular, take into account the conduct of the respective parties, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of any of the relevant offences. The Second Respondent's accounts indicated that the company was making a loss but the First Respondent admitted that he personally is not in financial difficulty. There are no previous convictions to take into account.
30. The Applicants complained about the Respondent's conduct in a number of respects:
- (a) Until the Applicants insisted that their deposits be held in an approved scheme, the First Respondent said he intended to keep them in his own account. Ms Semmence also tried to take a further deposit as security for other bills.
 - (b) The boiler stopped working on 21st March 2023. The First Respondent told the Applicants to pay for their own repairs, stating, "This high maintenance cannot go on. This is not a serviced apartment." He also told them to pay for a tap repair.
 - (c) The windows were single-glazed, resulting in condensation damp and mould, and some were draughty. They also had no locks.
 - (d) There was penetrating damp from a previous leak.
 - (e) Most of the bedroom radiators were too small for the room.
 - (f) Mould spores were visible in the wardrobe in one bedroom.
 - (g) The damp adversely affected the Applicants' health, including a rise in respiratory illnesses, and damaged clothes and other items.
 - (h) There were fire safety issues including a lack of heat or smoke alarms, no strips or seals on the kitchen doors and no carbon monoxide detection.
 - (i) The Respondent repeatedly declined to carry out repairs, as a result of which the tenants had to do some themselves at their own expense. The Respondent was reluctant to compensate the Applicants.
31. Each Applicant had provided a witness statement and attended the Tribunal. The Tribunal accepts their evidence as it is consistent and credible. In cross-examination of the First Applicant and in his closing submissions, Mr Ward pointed out the differences in Mr McCooey's

signature on two different documents. He suggested one had been forged and said that if he cannot be trusted on his signature, what else cannot be trusted. The Tribunal has no hesitation in rejecting this rather silly argument. Mr McCooey was present to attest to the contents of both documents. “Forging” his own signature on a document he wanted to sign would be nonsensical but wouldn’t speak to the truth of the contents in any event.

32. In contrast, the First Respondent’s attitude did him no credit. He gave evidence and was subject to questions from both Mr Cairns and the Tribunal. He revealed himself to have an extremely poor grasp of English landlord and tenant law. He said that he determined liability for any repairs on the “user pays” principle. He clearly thought this was fair, despite its being inconsistent with the covenants implied by sections 9A and 11 of the Landlord and Tenant Act 1985, the latter of which were replicated in the tenancy agreement he signed.
33. Further, when he visited to inspect the property on 8th August 2023, his witness statement makes it clear he regarded this as a goodwill gesture, not the consequence of any legal obligations. He arranged for the repair of a water leak but clearly thought he hadn’t been obliged to do so. He blamed the existence of mould entirely on the Applicants, alleging without any supporting evidence that it arose due to their failure to open the windows to ventilate the property.
34. Ms Sylvia Adjei from the City of Westminster inspected the property on 17th November 2023 and found Category 1 hazards of Damp and Mould Growth, Excess Cold and Fire. Although she was not present to be cross-examined, the Tribunal accepts her report as both accurate and independent. The Respondents had no evidence to contradict her conclusions.
35. There was no evidence that the Applicants were anything other than good and conscientious tenants. The Respondents volunteered that the Applicants did not fall into rent arrears or cause any serious nuisance or breach of the tenancy agreement. The Respondents alleged that, after the Applicants left, the electrics were in such poor condition a contractor had to be employed who took two days to repair but no evidence was brought to support this.
36. The Respondents asserted that this is not a serious case and therefore only a minimal sum should be ordered. This reflects not reality but the First Respondent’s ignorance and lack of interest in acquainting himself with his obligations as described above. The First Respondent apologised for his “shortfalling” but the problem was that he did not know what that consisted of or how serious it was, nor was he interested in finding out until confronted with his failings at the Tribunal hearing.
37. Taking into account all the circumstances, the Tribunal concluded that this was a serious default which warrants a proportionate sanction.

38. In *Newell v Abbott* the Upper Tribunal reviewed the amount given in previous RROs and stated at paragraph 57:

Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health.

39. The First Respondent is a commercial landlord with a large international property portfolio. His tenants, the Applicants, have been exposed to poor and dangerous conditions which were prolonged by his ignorance and the failure to licence. That ignorance was not inadvertent but deliberate. The responsibility is his and cannot be ascribed to an agent.

40. In the light of the above matters, the Tribunal has concluded that the RROs should be set at 80% of the maximum amounts:

(a) Cormac McCooey	$£10,878 \times 80\% = £8,702.40$
(b) Andrew Brady	$£11,713.80 \times 80\% = £9,371.04$
(c) Odhran Lawless Quinn	$£10,638 \times 80\% = £8,510.40$
(d) Simon Glennon	$£11,538 \times 80\% = £9,230.40$

41. The Applicants also sought reimbursement of the Tribunal fees, an application fee and a hearing fee totalling £337. The Applicants have been successful in their application and had to take proceedings to achieve this outcome. Therefore, it is appropriate that the Respondent reimburses the fees.

Name: Judge Nicol

Date: 29th 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).

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63,and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—
 - (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,as the case may be.
- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.
- (8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

- (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
 - (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (9) The conditions are–
- (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

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.

If the order is made on the ground that the landlord has committed ***the amount must relate to rent paid by the tenant in respect of***

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

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 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.