



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

**Case reference** : **CAM/00KF/HMB/2025/0001**

**Property** : **87A Broadway, Leigh on Sea, SS9 1PE**

**Applicants** : **(1) Goran Krgo  
(2) Maria Krgo**

**Representative** : **Goran Krgo, in person**

**Respondent** : **Co-Ordinated Properties Limited**

**Representative** : **Mr Alex Bunney, Sorrell Limited**

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

**Tribunal members** : **First-tier Tribunal Judge K Neave  
Mr P Roberts FRICS**

**Venue** : **Remote hearing by CVP**

**Date of decision** : **30 August 2025**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal is not satisfied that the matters raised by the Applicants and the facts as we have found them to be, considered individually or cumulatively, establish beyond reasonable doubt that the Respondent has committed an offence under sections 1(3) and/or (3A) of the Protection from Eviction Act 1977.
- (2) The tribunal accordingly dismisses the application for a rent repayment order.

## **The application**

1. By an application made on 2 August 2024 under section 41 of the Housing and Planning Act 2016 (“the 2016 Act”) the Applicant tenants sought a rent repayment order (“RRO”) against the Respondent landlord.
2. The background to this application is set out in the bundles prepared by each party and the Applicants’ reply of 5 pages, which the parties confirmed contained the relevant documents and evidence upon which they wished to rely and which we have considered in detail.

## **The hearing**

3. The First Applicant appeared in person and acted on behalf of the Second Applicant. The Respondent was represented by its letting agent, Mr Bunney of Sorrell Limited.
4. Both the First Applicant and Mr Bunney gave oral evidence. The First Applicant adopted his original and expanded statements of case as his evidence-in-chief. He was briefly cross-examined by Mr Bunney. Mr Bunney confirmed the content of his witness statement dated 28 April 2025. He was briefly cross-examined by the First Applicant. Both made closing submissions. We reserved our decision.

## **The background**

5. The subject property is a first and second floor flat situated above commercial premises on the ground floor. Neither party requested an inspection of the property, and the tribunal did not consider that an inspection was necessary, nor would it have been proportionate to the issues in dispute.
6. The Applicants occupied the property until 17 September 2024 under the terms of an assured shorthold tenancy dated 18 April 2020. They assert that the Respondent is guilty of the offence of unlawful eviction or

harassment, contrary to sections 1(3) and/or (3A) of the Protection from Eviction Act 1977 (“the 1977 Act”).

7. The Respondent is the registered freehold owner of the property under title number EX808410. It denies that it has committed any of the offences alleged. If it is found to have committed an offence, it asserts that no RRO should be granted or, if a RRO is granted, the sum awarded should be reduced.

### **The issues**

8. At the start of the hearing the parties agreed that the following issues remain in dispute and require determination:
  - (i) Whether the tribunal is satisfied beyond reasonable doubt that the Respondent has committed an offence or offences to which Chapter 4 of the 2016 Act applies.
  - (ii) whether the Applicants are entitled to a RRO under sections 41 and 43 of the 2016 Act; and if so
  - (iii) the amount of the RRO, to be determined in accordance with section 44 of the 2016 Act.
9. Having heard evidence and submissions from the parties and considered all the documents provided, the tribunal makes determinations on these issues below. We focus in our judgment on the main points that have been identified by the parties, though we have considered all the documents and the evidence and the issues raised and taken these into account.

### **Legal framework**

10. Section 40 of the 2016 Act provides that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant.
11. Section 41 of the 2016 Act provides:
  - (1) *A tenant ... 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.”*

12. Section 43 of the 2016 Act provides:

*(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.*

13. The relevant offences to which Chapter 4 of the 2016 Act applies are set out at section 40. They include the offences under section 1((3) or (3A) of the 1977 Act of evicting or harassing occupiers.

14. By section 1(3) of the 1977 Act:

*“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”.*

15. By section 1(3A) of the 1977 Act:

*“(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.”*

16. The amount of the RRO is to be determined under section 44 of the 2016 Act as follows:

*“...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 [the period of 12 months ending with the date of the offence / a period, not exceeding 12 months, during which the landlord was committing the offence], 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.”*

## **Findings**

### **Has the Respondent committed a relevant offence?**

17. We explained to the parties at the outset of the hearing that we would need to be satisfied of every element of the offence(s) alleged by the Applicants and that the standard of proof was beyond reasonable doubt. We also explained to them that, the application having been made on 2 August 2024, we would need to be satisfied that the Respondent had committed the offence(s) in the period between 2 August 2023 and 2 August 2024.
18. The Applicants make the following assertions about the Respondent’s conduct in the relevant period:
- (i) The Respondent delayed carrying out repair works that were required at the property.
  - (ii) The Applicants were prevented from using an external terraced area on the flat roof of the commercial premises below the property.
  - (iii) The Applicants were unable, from 29 September 2023 to April 2024 to use one of the rooms at the

property because of plans to carry out insulation work in this room which was not in the end commenced until February 2024.

- (iv) On 4 October 2023, Mr Bunney entered the property without the Applicants' permission and called their furniture "rubbish".
  - (v) On 9 July 2024, the Respondent served the Applicants with a notice under section 21 of the Housing Act 1988 and told the Applicants that the property was for sale.
  - (vi) On 12 July 2024, the Respondent served notice on the Applicants in the prescribed form proposing a new rent of £1300 per month. The tribunal later assessed the market rent at £1040 per month.
  - (vii) From 9 July 2024 to 17 September 2024 (when the Applicants moved out of the property) the Respondent's agents made phone calls and sent emails to the Applicants requesting access to the property for viewings for prospective tenants. The Applicants refused to allow viewings save for in accordance with the tenancy agreement.
19. For the reasons that follow, we are not satisfied beyond reasonable doubt that the Respondent has committed any offence under sections 1(3) or (3A) of the 1977 Act.

#### *Repair works*

20. The following facts are not in dispute and we find that:
- (i) The Applicants first reported issues relating to water ingress into the property in August 2020.
  - (ii) Some works were carried out in September, October, November and December 2020, and further works were carried out in November and December 2021 but they did not resolve the problem.
  - (iii) The issue continued into 2022, when the windows were repaired, resealed and redecorated in May.
  - (iv) On 12 April 2023, Southend-on-Sea City Council issued an improvement notice to the Respondent in

respect of the property. One of the issues identified in the notice was that the windows were not sufficiently weather-proofed, allowing damp to penetrate. The Respondent was required to overhaul or renew the windows and to insulate the loft areas. These works were carried out, though the insulation work was not completed until April 2024.

21. Most of the matters referred to above took place before the relevant period of 2 August 2023 – 2 August 2024. In any event, we accept the clear evidence of Mr Bunney that the problem with the water ingress at the property was a difficult one to resolve. Indeed, the issue is described by the property ombudsmen in a case review dated 23 February 2024 as “longstanding and complex” particularly in light of planning requirements which meant that the windows could not be replaced with UPVC frames.
22. The Applicants have not in our judgment established that the Respondent intended, by failing to carry out works to remedy the water ingress in a more timely manner, to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it, nor that it knew or had reasonable cause to believe that this conduct was likely to cause the Applicants to do so. That this was the Respondent’s intention or within its knowledge was not put to Mr Bunney in cross-examination.
23. To the contrary, we find that the Respondent’s intention was to remedy the issue with the water ingress. That this is the case is in our judgment apparent from the various attempts to repair the windows and roof that were made between 2020 and 2022. That the repairs were ineffective or that the Respondent could have acted more efficiently does not in our judgment mean that a relevant offence has been committed.
24. For the same reasons, we do not consider that the Respondent knew or had reasonable cause to believe that the delay would cause the Applicants to give up occupation of all or part of the property or refrain from exercising rights or remedies. Rather, it was in our judgment clear to the Respondent that the Applicants were well aware of their rights and were prepared to exercise them if the Respondent was perceived to have breached them – indeed, the Applicants had already made two complaints to the property ombudsmen and had approached the local authority for further redress.
25. As to the work required to insulate the property, we accept Mr Bunney’s evidence that in September 2023 he asked the Applicants to clear out the second floor room at the property so that the works identified in the improvement notice could be completed. We also accept that he had instructed a contractor to begin work in October 2023 but that the works were delayed first because the contractor who was initially engaged

became unwell with cancer and could not attend, and then later refused to complete the work due to difficulties between him and the Applicants at the property. A second contractor was available to begin work in February 2024 and completed the work in April 2024.

26. We find that the Applicants have not established that the Respondent intended, by failing to carry out the insulation works in a more timely manner, to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it, nor that it knew or had reasonable cause to believe that this conduct was likely to do so. Again, this was not put to Mr Bunney in cross-examination.
27. We find that the Respondent in fact intended to remedy this issue and took reasonable and relatively efficient steps, once the need for the insulation works was identified by the local authority in the improvement notice, to carry them out. We accept and find that the delay between September 2023 and February 2024 (when the works begun) was beyond the Respondent's control. It was not asserted that the period of time between February 2024 and April 2024 (when the works were completed) was excessive. The Respondent knew that, if the works were not carried out, the Applicants would make a further report to the local authority. They accordingly did not in our judgment know or have reasonable cause to believe that delaying the works would cause the Applicants to give up occupation of all or part of the property or refrain from exercising rights or remedies.

#### *The terrace area*

28. As set out above, the local authority issued an improvement notice on 12 April 2023. The notice identified a risk of falls on and from the terrace. The local authority suggested, amongst other options, that the Respondent could remedy the hazards identified in the notice by preventing access to the flat roof by sealing off the door to it from the property. This is what the Respondent did.
29. We are not satisfied that the terrace formed part of the property let to the Applicants under the terms of the tenancy agreement. The tenancy agreement does not refer expressly to the terraced area. There is no plan attached to the agreement showing that the terrace is demised with the flat. The property was not advertised for letting with the use of the terrace. We accept Mr Bunney's oral evidence that the flat roof is in fact demised to the commercial premises below.
30. In any event, we are not satisfied that the Applicants have established that the Respondent did acts likely to interfere with the peace and comfort of the Applicants nor withdrew or withheld services reasonably required for the occupation of the property as a residence. The property was at all times after sealing off of the terrace capable of being occupied

as a residence and was so occupied by the Applicants. No evidence was directed to how the peace and comfort of the Applicants was interfered with by this work, which came about as a result of the recommendations of the local authority following the Applicants' complaint.

31. Further, we are not satisfied that the Respondent's intent, in carrying out the works, was to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it. This was not put to Mr Bunney in cross-examination and in any event we find, having considered Mr Bunney's evidence, that the Respondent's intent was to comply with the improvement notice served by the local authority.
32. Further, we find that the Respondent has established that it had reasonable grounds for acting as it did, namely that it was acting as the local authority had suggested in the improvement notice.

*Use of the second floor room during the insulation works*

33. We have largely addressed this point in the paragraphs above as they relate to the delays in completing these works. We are not satisfied, in relation to this issue, that the Respondent did acts likely to interfere with the peace and comfort of the Applicants nor withdrew or withheld services reasonably required for the occupation of the property as a residence.
34. We find that Mr Bunney asked the Applicants to remove their belongings from this room so that works that the Applicants had asked to be carried out could be completed. This is in our judgment an ordinary and reasonable request of a landlord to a tenant. The property was at all times capable of being occupied as a residence and was so occupied by the Applicants. Their peace and comfort was not disturbed.
35. Further and in any event, we are not satisfied that the Respondent's intent in so acting was to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it. This was not put to Mr Bunney. We find, having considered Mr Bunney's evidence, that the Respondent's intention was for the room to be temporarily cleared so that the required works could be commenced. Though it is unfortunate that the completion of the works was delayed until April 2024, for the reasons set out above this was not the fault of the Respondent.
36. For the same reasons, we do not consider that the Respondent knew or had cause to believe that the request that the Applicants temporarily remove their belongings from this room would cause the Applicants to give up occupation of all or part of the property or refrain from exercising rights or remedies. As set out above, we consider that this was an

ordinary and reasonable request which was made in order to complete the works that the Applicants wanted to be carried out.

*Events of 4 October 2023*

37. These allegations are directed at Mr Bunney. There is no evidence that Mr Bunney was acting on the instructions of the Respondent in acting as the Applicants assert he did on 4 October 2023 and this was not put to him. For this reason we are not satisfied that any relevant offence has been committed by the Respondent.
38. In any event, we are not satisfied that the Respondent intended to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it, nor that it knew or had cause to believe that this would cause the Applicants to do so.
39. Though it was clear to us that the relationship between the Applicants and Mr Bunney was a fraught one, we are satisfied having heard from Mr Bunney that his intention in entering the property on 4 October 2023 was to carry out an inspection so that the works that were identified in the improvement notice as being required could be completed. We accept his evidence and find that he attended the property on 4 October 2023 having arranged an appointment with the Applicants in advance. Despite the prior arrangements, the First Applicant would only allow the contractor to enter the property. Mr Bunney accompanied the contractor inside as previously arranged. It was not put to him that he knew or had cause to believe that these actions would cause the Applicants to give up occupation of all or part of the property or refrain from exercising rights or remedies and we find that he did not know or have reasonable cause to believe this.

*The rent increase and section 21 notices*

40. We can deal with this point briefly. We are not satisfied that the Respondent, in taking lawful steps to increase the rent and to obtain vacant possession of the property did acts likely to interfere with the peace and comfort of the Applicants nor withdrew or withheld services reasonably required for the occupation of the property as a residence. We are satisfied that the rent proposed in the notice of increase was justifiable in light of the market evidence provided by Mr Bunney, which we accept. The Applicants knew of their rights to ask the tribunal to assess the rent proposed in the notice and they exercised those rights, resulting in the decision of 21 October 2024 in which the market rent was determined in the sum of £1040.00 per calendar month. They also must be taken to have known, in entering an assured shorthold tenancy agreement, that the landlord was generally entitled to serve a notice seeking possession of the property without establishing a reason for the request or any fault on the Applicants' part.

### *Access requests*

41. The First Applicant explained that his tenancy agreement requires the Applicants to allow access to the property in the last month of the tenancy in order to allow prospective tenants (etc.) to view it. He said that the Respondent's lettings agent and others who identified themselves as being employed by the agent emailed and called him asking for access to the property for the purposes of showing prospective tenants around before the last month of the agreement. He refused to allow access and access was not obtained.
42. These allegations are directed at Sorrell Limited, the lettings agent. It was not put to Mr Bunney that Sorrell Limited was acting on the instructions of the Respondent in making these requests and there was no other evidence that this was the case. For this reason we are not satisfied that any relevant offence has been committed by the Respondent.
43. In any event, we are not satisfied that the Respondent or its agent did acts likely to interfere with the peace and comfort of the Applicants in acting as the Applicants describe. It is not unreasonable, in our judgment, for a lettings agent to seek permission to view the property even if the tenancy agreement does not provide for it. The Applicants were entitled to and did refuse to provide access.
44. Further, we are not satisfied that the Respondent or its agent intended, in acting as it did, to cause the Applicants to give up occupation of the property or any part or to refrain from exercising any right or pursuing any remedy in respect of it, or that it knew or had cause to believe that this would cause the Applicants to do so. No such suggestion was made to Mr Bunney in cross-examination. We are satisfied that the intention was to obtain access to the property to show it to prospective tenants or purchasers. The Respondent and its agent knew that the Applicants were well aware of their rights and would refuse access if they did not wish to give it.

### *Conclusions*

45. Having carefully considered the evidence, for the reasons set out above, we are not satisfied on the facts as we have found them to be that the matters raised by the Applicants, either individually or cumulatively, establish beyond reasonable doubt that the Respondent has committed an offence under sections 1(3) and/or (3A) of the 1977 Act.
46. We accordingly dismiss the application.

**Name:** Judge K Neave

**Date:** 30 August 2025

## **Rights of appeal**

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

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

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

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

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

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