FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AM/HMF/2022/0200**
Property	:	**58 George Downing Estate, Cazenove Road, London N16 6BE**
Applicants	:	**Giuseppina Cammarano** **Lukas Juurlink** **Maria Luisa Villaescusa Caballero** **Thomas Costello**
Representative	:	**Represent Law Limited – C Barrett**
Respondent	:	**John Campbell**
Representative	:	**John Campbell appeared in person**
Type of application	:	**Rent Repayment Order under section 44 Housing and Planning Act 2016**
Tribunal members	:	**Judge Amran Vance** **Judge Joanna Stewart**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of Hearing	:	**23 September 2025**
Date of decision	:	**22 October 2025**

DECISION

NB: Pages in bold and in square brackets below refer to pages in the hearing bundle prepared by the Applicants (518 pages). Pages in bold and square brackets with a prefix of "R" refer to pages in the Respondent's bundle (400 pages).

Decision

1. We make Rent Repayment Orders in the following amounts, such sums to be paid by Mr Campbell to the Applicants:

Ms Cammarano	£3,903.36
Mr Juurlink	£2,703.36
Ms Caballero	£1,741.68
Mr Costello	£2,869.82

2. We also order that Mr Campbell to reimburse the Applicants their application fees of £100 each and hearing fees of £200 (a total of £600).

Background

3. On 8 May 2024, this Tribunal ("the FTT") made rent repayment orders ("RROs") against the respondent, Mr Campbell, under section 44 Housing and Planning Act 2016. The RROs were made in respect of occupation at 58 George Downing Estate, Cazenove Road, London N16 6BE ("the Property") and required Mr Campbell to repay £4,684.03 to Giuseppina Cammarano; £3,244.03 to Lukas Juurlink; £2,090.02 to Maria Luisa Villaescusa Caballero; and £3,625.03 to Thomas Costello. Mr Campbell was also ordered to reimburse the Applicants their application fees of £100 each and hearing fees of £200 (a total of £600). The FTT was satisfied that Mr Campbell had committed the offence set out in section 72(1) of Housing act 2004 ("the 2004 Act") of being a person with control or management of a House in Multiple Occupation ("HMO") that was required to be licensed, but which was not licensed.

4. Mr Campbell appealed the FTT's decision to the Upper Tribunal, and by a decision dated 4 April 2025 **[495]**, the Upper Tribunal allowed the appeal and the case was remitted to the FTT for redetermination by a differently constituted FTT panel. The Upper Tribunal indicated that the redetermination was to consider the quantum of the RROs, on the basis of witness statements and other material already filed, as well as material that has come to light since the 2024 decision, including the House in Multiple Occupation ("HMO") licence now granted to Mr Campbell in respect of the Property. The FTT's previous finding that Mr Campbell is the landlord of the property still stands and did not have to be re-considered.

5. Following remission, the Tribunal issued directions on 9 June 2025 **[514]** and the matter was listed for a face to face hearing which took place on Tuesday 23 September 2025. Ms Cammarano and Mr Costello attended for the Applicants, together with their representative, Mr Barrett, from Represent Law. Mr Campbell attended in person. Neither Mr Lukas nor Ms Caballero attended. We were told by Mr Barrett that

Mr Lukus had returned to live in Germany and that Ms Caballero had returned to live in Spain.

6. At the start of the hearing, all parties agreed that the Tribunal, in redetermining this case, did not have to look at whether a RRO offence had been established. All accepted that it had, and that the only matter to be determined was the quantum of any award. The Tribunal made clear that it still had the discretion to make a nil award. Mr Campbell's contention was that the Tribunal needed to have regard to the tenants' conduct, which in his submission merited a greatly reduced RRO award, and that there were also mitigating factors that needed to be taken into account when deciding quantum.

7. At the start of the hearing it was identified that Mr Campbell's hearing bundle had not been submitted in accordance with the directions of 9 June. It was originally due on 18 July 2025, but that deadline was extended by Judge Vance on 7 July 2025 to 9 August 2025. Mr Campbell's hearing bundle contained a copy of an Order 1 form dated 6 August 2025, seeking a further extension to 25 August 2025. Whether or not that application was received by the Tribunal is uncertain but, in any event, it was not referred to a judge and no extension of time was granted.

8. On 16 September 2025, Mr Campbell sent the Tribunal, by email, what was described as a "working draft" of his bundle which he said he would re-organise and repaginate and would be copied to all parties in good time before the hearing, with no new documents included. The final version of his bundle was not, however, provided to the Tribunal and Represent Law until 22 September 2025, the day before the hearing. The late submission of both versions of Mr Campbell's bundles was a serious breach of the Tribunal's directions. It is fortunate for him that the Applicants were professionally represented and that Mr Barrett took no point on the extremely late provision. We allowed Mr Campbell to rely upon the 22 September iteration of his bundle but also gave the Applicants permission to rely upon a written Reply dated 22 September 2025, annexed to which was a small bundle of documents. Sensibly, given Mr Campbell's non-compliance with our directions, Mr Campbell did not object, the 9 June directions having made provision for the tenants to have a right of Reply.

9. On 24 September 2025, the day after the hearing, Mr Campbell sent the Tribunal some short, one-page, submissions which primarily addressed the question of utility payments made by him. We agreed to allow him to rely upon those submissions as that question was not addressed at the hearing due to time pressures. The Tenants were given the opportunity to respond, which they did on 16 October 2025.

The law

10. Section 43 of the 2016 Act provides that this Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44 which, in respect of the s.72(1) offence limits the amount of the award to the rent paid during a period "not exceeding 12 months, during which the landlord was committing the offence."

11. Section 44(4) says as follows:

"(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."

12. Guidance on how this Tribunal should approach quantification of the amount of a RRO has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and *Acheampong v Roman* [2022] UKUT 239. We refer to that guidance below when deciding how much to order by way of a RRO.

13. In *Williams v Parmar* the Chamber President said [50] that when quantifying the amount of a RRO:

> " 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."

14. In *Acheampong* Judge Cooke said at [20] that the following approach would ensure consistency with previous legal 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)."

15. In *Newell v Abbot* [2024] UKUT 181, the Deputy President, at paras. 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO's awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At para. 57 he said as follows:

> " This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. 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."

16. In *Newell*, the Deputy President redetermined the amount of the RRO in question. He made no adjustments for s.44(4) factors and concluded, in para. 62 that that bearing in mind that the offence had been committed by the landlord of a single property and was the result of inadvertence,

or lack of attention, rather than being deliberate, and that the accommodation provided was generally of a good standard which attracted long term residents and which the respondents were disappointed to leave, the appropriate order was for the repayment of 60% of the rent received. He said that had the offence been committed for a much shorter period than the almost six years in that case, the penalty he would have imposed would have been equal to 50% of the rent, but also emphasised that the effective operation of selective licensing schemes depends on landlords keeping themselves properly informed and a prolonged failure to obtain a licence therefore merited a higher penalty.

The Applicants' Case

17. The Applicants seek RROs for the following periods:

    a. Giuseppina Cammarano: £8,640 for the period 1 April 2021 – 31 March 2022
    b. Lukas Juurlink: £6,240 for the period 18 September 2020 – 17 September 2021
    c. Maria Luisa Villaescusa Caballero: £3,900 for the period 10 July 2021 – 9 January 2022
    d. Thomas Costello: £6,875 for the period 2 April 2021 – 23 March 2022

18. Mr Campbell did not dispute the periods of occupation except for Mr Juurlink, who he maintained vacated the Property on 12 September 2021. Nor was there any dispute over the amount of rent payments made by each tenant.

19. All of the Applicants provided witness statements and Mr Campbell cross-examined Ms Cammarano and Mr Costello on their evidence at considerable length. Ms Cammarano's cross-examination commenced at 10.42 and concluded at 11.55. Mr Costello's commenced at 12.32 and concluded, after an hours lunch break at 14.46.

20. In their witness statements, all tenants raised issues regarding the conditions in the Property. In Mr Costello's witness statement **[122]** he said *"During my time at the Property there was mould in the* bathroom. We notified the landlord multiple times and he didn't respond". He also stated that '*The boiler broke multiple times and we didn't have heating for two weeks in the winter time.*" In her witness statement **[152]**, Ms Cammarano referred to the boiler "*constantly breaking*" and that Mr Campbell inappropriately sent them a YouTube video about how to fix it. She said that they were without heating and hot water for roughly a week in December 2020, whilst a part for the boiler was being sourced. She said that a contractor that the landlord had arranged to attend suggested that Mr Campbell had probably ordered the replacement part from

China, took pity on them, and went to a shop to purchase a replacement part. In her statement, she also complained about the internet connection being poor, the kitchen lacking a microwave, the oven being noisy, and mould in her room. She said that in the winter months the tenants were asked to pay additional rent to meet extra electricity costs incurred.

21. In her statement **[131]**, Ms Caballero complained about Mr Campbell taking four months to fix a broken blind and that the tenants were without hot water or heating for two weeks, on two separate occasions, *"in the middle of winter*". In his, Mr Juurlink said there was "*mould everywhere*" and that "*multiple things broke down constantly"*, such as the gas boiler, stove and beds.

22. In their statements, all the Applicants asserted that Mr Campbell had failed to properly deal with their rent deposits:

    (a) Mr Costello said in his statement dated 5 December 2022 that the full balance of his deposit of £750 had not yet been returned to him. Mr Campbell had deducted one month's rent that Mr Costello admitted he owed (his monthly rent was £625). He also said that he was not given any information about his deposit being protected in a deposit protection scheme and that he thinks that this never happened;

    (b) Ms Caballero stated that she only received an email from the Deposit Protection Service notifying her that Mr Campbell had registered her deposit with it four months after she had paid it to him. She too complained that she did not receive the required information about its protection from Mr Campbell;

    (c) Ms Cammarano also complained about not receiving information from Mr Campbell about her deposit being protected and that it was only when she had moved out that her solicitors identified that her deposit had only been protected on 11 December 2020. She stated that she paid her deposit on 11 August 2020 and that as at the date of her statement (8 December 2022) her deposit had not been returned; and

    (d) Mr Juurlink said that he paid his deposit on 20 August 2020, but that it was not until December 2020 that Mr Campbell told him it had been protected. He also said that Mr Campbell made unreasonable deductions from his deposit before returning his deposit, because of an alleged issue with his mattress.

23. Mr Barrett relied upon the skeleton argument he prepared in advance of the first FTT hearing in which he submitted that when deciding the

amount of the RROs the Tribunal should have regard to the length of time the Property was unlicensed, Mr Campbell's failures regarding the deposits paid; and disrepair at the property which was not remedied promptly. He also drew our attention to the transcript of the judgment of District Judge Avent sitting in the County Court at Central London in claim K02CL027, included with the Applicants' reply bundle. The Applicants brought that claim to recover their deposits as well as the imposition of sanctions for non-compliance with the statutory requirements regarding deposit protection. The District Judge gave judgment in favour of the Applicants and against Mr Campbell in the total sum of £10,170, broken down as follows: (a) Ms Cammarano- £2,505; (b) Mr Juurlink – £3,990; (c) Ms Caballero - £2,175; and (d) Mr Costello - £1,500.

24. It appears that by the time of the hearing before the District Judge all of the deposits had been returned, leaving the Judge to decide the question of what sanctions to apply. The transcript records that Mr Campbell had filed an Acknowledgment of Service stating that he intended to defend the claim but then failed to file any written evidence. The Judge's findings were that: (a) the deposits were not protected in the way required in s.213 Housing Act 2004, although in relation to Ms Cammarano and Ms Caballero, those deposits were eventually protected late; (b) none of the Applicants received the information prescribed under s,213(6) of the 2004 Act; (c) despite his protestations to the contrary, Mr Campbell was the Applicants' landlord; and (d) when Ms Cammarano's and Mr Juurlink's assured shorthold tenancies expired, and statutory periodic tenancies arose, Mr Campbell was liable to re-protect those deposits but delayed in doing so. The District Judge concluded that Mr Campbell "really pays lip service to his obligations" and that he had been "cavalier in his approach".

25. The sanctions imposed were twice the deposit for Ms Cammarano and Ms Caballero, and three times the deposit for Mr Juurlink and Mr Costello. In relation to the statutory periodic tenancies that arose, the District Judge applied a further sanction of one times the deposit for Ms Cammarano (making her total three times), and a further three times for Mr Juurlink because his deposit was never protected (making a total of six times for him).

26. Mr Barrett also submitted that Mr Campbell is the director of a property investment and management business and as such could not have been unaware of HMO licensing regulations. It was not disputed that he is a person with significant control of Fixbrook Consultancy Limited, as well as being the sole director of Hackney 4 Limited, both of which companies are registered at Companies House as being involved in the letting , managing and operating of its own or leased real estate.

Mr Campbell's Case

27. Mr Campbell submits that we should either award no RROs or, alternatively reduce any awards to nominal sums. He summarises his general submissions at para. 39 of his witness statement **[R398]**. He points out when Hackney Council granted him a licence on 2 November 2023 **[290]**, the licence was issued without any "recommendations, requirements, or reservations". This is not quite correct All licenced properties are subject to general property licence conditions, but it is true to say that no property specific licence conditions were imposed. This, says Mr Campbell, indicates the Property was in a good condition when the licence was granted. He disputes the Applicants' allegations regarding disrepair and argues that problems with the boiler were resolved promptly.

28. He also criticises the Applicants litigation conduct and that of Represent Law. He suggests that by operating on a contingency basis Represent Law have a direct financial interest to pursue claims and that they have pursued this litigation against him aggressively and opportunistically. He submits that the tenants claims are opportunistic and criticises the Applicants for not updating their witness statements to refer to subsequent events, including the County Court judgment obtained in their favour.

29. Next, Mr Campbell states that an order for reimbursement of fees made by the Upper Tribunal in his favour in the total sum of £1,050 **[308]** remains unpaid by the Applicants.

30. He also contends that the amounts awarded by the County Court were based on mischaracterised arguments that ignored the express contractual periodic nature of the Applicants' tenancies. Given the amounts he has already been ordered by the County Court to pay to them it would not, in his submission, be just and proportionate make RROs in their favour.

31. Further, by way of mitigation, Mr Campbell suggests that the relevant period for which the Applicants are seeking RROs coincided with a cyber-attack on Hackney Council's IT systems in October 2020, which he says crippled its IT and online licensing systems for two to three years. He argues that it was effectively impossible to obtain clear information or submit online licence applications until well after 2021. Included in his bundle are articles from the BBC News website dated 12 December 2020 **[R366],** 5 November 2021 **[369]**, 7 January 2021 **[375]** and an undated one published sometime in 2022 **[372]**. There is also an article from two website blogs, 'Hackney Citizen' dated 13 October 2022 **[R364**] and IT Governance **[378]**, both of which reference the cyber-attack.

Reasons for Decision

32. We address our summary of Mr Campbell's submissions in reverse order. We do not accept his submission that it was impossible to submit online licence applications until well after 2021. Whilst we accept that the blog posts and BBC news reports evidence that the Council experienced a serious cyber-attack on October 2020, which affected matters such as payment of housing benefits and processing applications to join its housing waiting list, they do not indicate that the Council's licensing arrangements were affected and, if they were, for how long. On the contrary, in their Reply bundle the Applicants produced evidence, by way of screen shots from The Wayback Machine website (which archives website pages) which appear to show that the Property licensing section of the Council's website was operational on 23 October 2021. We find that it would have been possible for him to obtain a licence both before and after the October 2020 cyber- attack. In any event, there is no suggestion from Mr Campbell that he attempted to licence the Property before 10 September 2022, months after the last of the Applicants left the property. His case has always been that he was unaware of any such requirement to do so. Mr Campbell cannot therefore have been prejudiced by any disruption in the Council's services prior to the date of his application, and no mitigating factors arise.

33. As to the County Court claim, we do not accept that the Applicants deliberately mischaracterised the nature of their tenancies. Mr Campbell's position is that at all times they held were contractual periodic tenancies. This is not a question for us to determine in these proceedings. Nevertheless, the submission appears highly unlikely to be correct. The tenancy agreements have not been completed in a uniform manner, but all contain the following wording:

> "b. Minimum contract duration - this is a periodic tenancy with a minimum term. It is not a fixed term contract, and does not end automatically at the end of the minimum term. The terms of the contract will remain in force until either party serves 2 months' notice to terminate the contract, or the parties agree to a new contract. The contract will revert to a rolling two month contractual periodic tenancy on expiry of the minimum term."

34. No minimum term is specified in Mr Costello's agreement **[126]**. Ms Caballero's **[135]**, Ms Cammarano's **[158]**, and Mr Juurlink's **[177]** specify a 12 month term. Leaving aside Mr Costello's agreement, the other three tenancies appear to us to be fixed term tenancies that converted to contractual periodic tenancies at the end of the fixed term. They cannot have been contractual periodic tenancies from the outset because that is inconsistent with a fixed or "minimum" term.

35. In any event, it was a matter for the District Judge to determine whether or not these tenancies became statutory periodic tenancies at the end of a fixed term. That is a question of law, not fact, and any mistaken statement by a tenant in a witness statement as to the existence of a statutory periodic tenancy cannot amount, in our view to a matter of tenant conduct relevant to our s.44 analysis. There is no evidence to suggest that any of the Applicants set out to deliberately mislead the Court as to the nature of their tenancies. If Mr Campbell believed the District Judge had erred in law, his remedy was to seek permission to appeal. He did so, but his application was refused by the District Judge **[R362]**.

36. Nor do we accept that we should have regard to the amounts awarded by the County Court when determining the amount of any RROs. Mr Campbell suggests that to make RROs in the Applicants' favour would amount to windfall payments. We disagree. The two sets of proceedings are entirely distinct. The County Court proceedings concern civil claims for failure to protect the Applicants' deposits that resulted in compensatory awards. RRO proceedings concern the question of whether a criminal offence has been committed and their purpose is primarily to require landlords to comply with their legal obligations, and to deter bad conduct, rather than to compensate tenants. It would be wrong for us to have regard to the awards made by the County Court when considering s.44. We also reject the characterisation of the pursuit of these RRO applications as opportunistic. They are not. In light of the offence committed by Mr Campbell, the applications are an entirely legitimate exercise of the tenants' statutory rights.

37. Nor are the Applicants' delays in complying with the Upper Tribunal's order for reimbursement of his fees a relevant s.44 factor. To be a relevant matter of tenant conduct they need to have a sufficiently close nexus to the tenants' residential occupation of the Property. The Upper Tribunal's order followed as a result of Mr Campbell's successful appeal rather than any conduct in relation to their tenancies.

38. Similarly, Mr Campbell's criticisms of Represent Law's business model and litigation tactics have nothing to do with the Applicants' occupation of the Property and are irrelevant to our consideration of s.44. It was a matter for the Applicants to decide whether they wanted to update their witness statements. They chose not to do so and that, in itself, does not amount to a matter of tenant conduct relevant to s.44. However, we accept that where a witness statement contains incorrect or misleading evidence regarding a tenant's occupation of residential accommodation, that may amount to a relevant s.44 factor. This is a relevant factor in this case, and we address it later in this decision.

39. On the evidence before us, we find that there were no significant issues of disrepair, relevant to the question of Mr Campbell's conduct for the purposes of s.44. The evidence supports his assertion that the Property

was in a generally good condition and that the problems that arose with the boiler were addressed reasonable promptly.

40. The Applicants have not included any photographs showing the extent of mould in the bathroom in the hearing bundle, so we have no idea of its extent. It may well have been black mould arising from condensation, as Mr Campbell suggests. The Applicants communicated their complaints about the Property to Mr Campbell through WhatsApp messages and have included copies of some of those messages at **[258-276]** The only complaints about the mould issue were over a few days in mid-September 2021. Ms Caballero referred to a leak from the flat above and Mr Campbell responded the same day, saying that he had asked the upstairs neighbour to check it out. The neighbour them attended the Property, took some photographs, and reported back saying that she had checked her bathroom and that there were no leaks. A builder friend suggested to her that it may be a condensation issue. Nor have the Applicants provided any photographic evidence regarding the complaint of mould in Ms Caballero's or Ms Cammarano's room. Photographs taken by Mr Campbell apparently after Ms Cammarano vacated the Property suggest a minor black mould issue **[252-3]**.

41. As to the boiler breaking down, the WhatsApp messages indicate that the Applicants complained on 24 October 2021 **[265],** that Mr Campbell was prompt in arranging for a plumber to attend. One attended on 27 October and the interruption in complaints in the WhatsApp messages suggests that the boiler was fixed on 27 October 2021 **[268]**. It then broke down again in December 2021, requiring a replacement part which arrived on 7 December 2021 **[273].** The boiler was repaired the following day, on 8 December 2021, with Ms Cammarano saying it had been out of operation for half a week and Mr Costello saying it had been 10 days **[276]**.

42. We find that the evidence indicates that Mr Campbell, responded promptly and reasonably to both the complaints about damp and mould, as well as and the boiler breakdowns. We do not consider these to be relevant matter of landlord conduct for the purposes of s.44.

43. We do not attach any significant weight to the tenancy check in and check-out reports relied upon by Mr Campbell. The fact that a tenant may have confirmed that the Property was in good condition when they moved in and that they had left it in a clean condition when they moved out does not mean that issues may have arisen in between those two dates. As to the documents submitted to the Dispute Resolution Service ("DRS") regarding return of the Applicants' deposits, none of the Applicants refer to any problems with the condition of the Property on the date they provided information to the DRS **[51 98, 126]** and we find that it was in a reasonable condition on the dates they vacated.

44. At the hearing, Mr Campbell suggested that the Applicants had not complied with the obligation at clause 32 of their tenancy agreement to maintain the garden to an acceptable standard. We do not consider this to be a relevant for the purposes of s.44. It was dealt with succinctly by the DPS in respect of Mr Costello's deposit where it found that photographs provided by Mr Campbell showed that: (a) the grass was overgrown at the start of his tenancy although the borders and shrubs were reasonably tidy and maintained; and (b) the grass was overgrown on 22 March 2022, at the end of his tenancy. The DPS agreed with Mr Campbell that a retention of £100 should be made from the deposit for gardening costs. Our assessment of the evidence on the bundle corresponds with that of the DPS. We find that the garden had not been properly maintained at the end of Mr Costello's tenancy. However, this we consider to be a minor breach and there is no evidence before us that Mr Campbell raised it with the Applicants before the end of their tenancies.

45. Mr Campbell suggested that Ms Cammarano had left her room in a poor condition when she left. Clause 23 of her tenancy agreement required her to 'to return the property with all paintwork and décor refreshed to at least the same standard as it was at the start of [her] tenancy'. The photograph provided at **[R37]** shows that her room, whilst tidy, had not been repainted, and Ms Cammarano did not suggest otherwise. However, Mr Campbell acknowledged he did not routinely enforce this obligation in the tenancy agreement. He said that he had not asked Mr Costello nor that Tom and Caballero to re-paint their walls. Again we find that this was a minor breach of Ms Cammarano's tenancy agreement and given Mr Campbell's erratic enforcement of the clause, we do not consider it amounts to relevant tenant conduct for the purposes of s.44.

46. Also irrelevant for the purposes of s.44 in our view are the suggestions that the internet connection was poor, that the kitchen lacked a microwave, and that the oven was noisy. Mr Campbell was under no obligation to furnish the kitchen with a microwave and the other complaints appear trivial. It is not suggested that either the broadband connection or the oven were inoperative and there is no evidence before us that the Applicants complained about either matter to Mr Campbell. We were not provided with a breakdown as to the payments that the Applicants paid by way of additional rent to meet extra electricity costs in winter months. However, all the Applicants agreed to a fair use policy in respect of electricity costs when signing their tenancy agreements. Clause 11 provides that the landlord would pay for the fair use of water, gas, and electricity costs which were included in the rent subject to a specified Fair Use Policy, with, excess charges in any billing period to be billed to the tenants plus a reasonable administration fee. Whilst the administration fee may be questionable, there is nothing inherently

objectionable in adopting such a Fair Use Policy. This is not a matter of landlord conduct relevant to s.44.

Deposit Protection

47. The only issue raised by either Mr Campbell or the Applicants that we consider relevant to the s.44 exercise of our discretion concerns what Mr Campbell did to protect the Applicants' deposits, and what the tenants said about such protection in their evidence to this Tribunal.

48. We find that the deposits were protected on the following dates

Name	Date tenancy began	Date deposit protected	Evidence
Ms Cammarano	1.9.20	11.12.20	Rent Schedule **[R52]**
Mr Juurlink	15.09.20	11.12.20	Certificate of protection **[R80]**
Ms Caballero	10.07.21	25.10.21	Certificate of protection **[R146]**
Mr Costello	02.04.21	24.10.21	Certificate of protection **[R125]**

49. As recorded above, Mr Costello's evidence in his statement dated 5 December 2022, was that he did not think his deposit was ever protected. Ms Caballero's evidence was that she only received confirmation it was protected four months after she had paid it. Ms Cammarano's evidence was that it was only when she had moved out of the Property that she identified that her deposit had been protected on 11 December 2020. Mr Juurlink's evidence was that it was not until December 2020 that Mr Campbell told him it had been protected.

50. What Ms Cammarano, Mr Juurlink, and Ms Caballero said in their statements was therefore broadly correct. Mr Campbell was late in protecting the deposits, but he did nevertheless protect them. However, Mr Costello's evidence was clearly incorrect. He said that he thought it had never been protected but, as he accepted in cross-examination, on 18 April 2022, roughly seven months prior to writing his witness statement, he had told Mr Campbell in a WhatsApp exchange that he had been in contact with the DPS about Mr Campbell's intended deduction from the deposit in relation to gardening work. He therefore knew from at least 18 April 2022 that his deposit had been protected, albeit very late. His explanation to us regarding the error in his statement was that he must

have misunderstood the position. As to why he did not correct his statement prior to the hearing before us, he said that he did not notice the information was incorrect.

51. Neither explanation is convincing. We give Mr Costello the benefit of the doubt and find that he was careless when he prepared his original statement, rather than deliberately seeking to mislead the Tribunal. However, there is no reasonable explanation for him not correcting his statement before being cross-examined. He verified the accuracy of his statement before that cross-examination and should noticed and corrected the error. In the normal course of events we would have expected Mr Barrett, who has had conduct of this application for the Applicants from the outset to have drawn the error to our attention. However, given that he only received Mr Campbell's hearing bundle the day before the hearing, his lapse is excusable. We nevertheless consider that Mr Costello's conduct in giving incorrect evidence about the protection of his deposit is a matter to be taken into account when considering tenant conduct under s.44. His witness statement was included in the Applicants' bundle, so late receipt of Mr Campbell's bundle is no excuse.

52. The only documentary evidence in the bundle that Mr Campbell notified the Applicants that their deposits were protected as required by s.213 Housing Act 2004 is the notification given to Mr Juurlink on 11 December 2020 **[R81]**. No similar notification appears in Mr Campbell's bundle and he does not suggest otherwise in his statement. Apart from Mr Juurlink, we therefore accept the Applicants' evidence that they were not provided with the prescribed statutory information.

53. Mr Campbell should have protected the tenants deposits and provided them with the information prescribed by ss.213(5) and 213(6) Housing Act 2004 within 30 days of commencement of their tenancies. He did not do so. Nevertheless, in the circumstances of this case we do not consider that either Mr Campbell's failure to protect the deposits when he should have done, nor his failure to provide the Applicants with the prescribed information to be sufficiently serious to make a difference to the RROs that they would otherwise receive. The Deputy President reached a similar conclusion at para.58 of his decision in *Newell v Abbott & Anor* [2024] UKUT 181 (LC) where he said that:

> "I am not prepared to regard [the Landlord]'s failure to protect the deposit of his tenants as sufficiently serious to make a difference to the appropriate rent repayment".

54. In *Newell*, the landlord had failed to protect the deposit at all, albeit in unusual circumstances, whereby the practice in the house was that each incoming tenant would reimburse their outgoing predecessor for the

deposit which they had paid, rather than handing a deposit over to Mr Newell. If Mr Campbell had failed to protect the tenants deposits, we would have increased the amount of the RRO payments. However, he did protect them, albeit late. His delay and failure to provide the prescribed information were not in our view sufficiently serious to be relevant to our s.44 considerations.

55. We are not persuaded that any matters of tenant conduct are relevant to our assessment under s.44(4).

Should the tribunal make a RRO?

56. Section 43(1) of the 2016 Act provides that the Tribunal may make a RRO if satisfied, beyond reasonable doubt, that a landlord has committed a prescribed offence, including the s.72(1) offence, whether or not the landlord has been convicted of that offence. Given that no attempt was made by the First Respondent to comply with the important obligation to ensure that the Property was licensed we are satisfied in the circumstances, that an RRO should be made.

The amount of the RROs

57. As per the *Acheampong* guidance, we first ascertain the whole of the rent for the relevant periods. This breaks down as follows:

Ms Cammarano: £8,640 - 1 April 2021 – 31 March 2022
Mr Juurlink: £6,240 - 15 September 2020 – 14 September 2021
Ms Caballero: £3,900 - 10 July 2021 – 9 January 2022
Thomas Costello: £6,875 - 2 April 2021 – 23 March 2022

58. Whilst Mr Juurlink's end of tenancy check-out form **[R87]** states a proposed termination date of 12 September 2021, the contract end date is specified as 15 September 2021, with his final rent payment due on 15 August 2021. His bank statement shows a final payment of £520 being made on 15 August 2021 and we therefore find he paid rent up to 15 September 2021, even if, as Mr Campbell suggested, he vacated the Property on 12 September 2021

59. We are then required to subtract payment for utilities that only benefited the tenants. Mr Campbell paid for all utilities, albeit subject to a fair use policy. He has provided a breakdown of payments said to have been paid by him during the period 18 September 2020 - 1 April 2022 **[R170]** which are said to total £4,893.10. These include an energy bill of £72 per

month, rising to £85.99 per month, council tax payments of £112 per month, rising to £119 per month, and a Vodafone bill (presumably for broadband) of around £20 per month. Although these payments are not supported by documentary evidence, we accept that they are accurate. They accord with what we would expect to be incurred for a shared house, occupied by the number of tenants that occupied the Property. Mr Barrett has stated that the Applicants see no reason to challenge the amount deducted by the previous FTT of £69.44 per tenant per month and we concur.

60. Turning to how serious this offence was, both compared to other types of offence in respect of which a RRO may be made and compared to other examples of the same type of offence, we consider that these to be the relevant factors:

(a) the offence was one of the less serious examples of one of the less serious offences in respect of which a RRO can be made;

(b) by his own acknowledgment, Mr Campbell is the director of a company, Fixbrook Consultancy Limited, that is involved in the letting and management of about 10 properties. We accept Mr Barrett's characterisation of Mr Campbell as that of a property professional who should have ensured that all licencing and management requirements regarding the Property were met;

(c) the Property was in generally good condition, with minor issues dealt with reasonably promptly. There is nothing in the evidence to suggest that that if a licence had been applied for earlier it would have been refused without additional work being required to the Property. When a licence was applied for it was granted without any property-specific licence conditions;

(d) the Property was unlicensed for a substantial period. The first of the Applicants moved in on 1 September 2020 and it was unlicensed when the last of them left on 31 March 2022. That is a period of 19 months

61. We recognise that proper enforcement of licensing requirements is necessary to ensure the general effectiveness of the licensing system and to deter evasion, but also that the power to make RROs should be exercised with the objective of deterring those who exploit their tenants by renting out substandard, overcrowded or dangerous accommodation. Awards of RROs should not be harsher than is necessary to achieve the statutory objectives. Further where a landlord has provided accommodation of a decent standard, despite failing to obtain a necessary licence, the punishment appropriate to the offence ought to be moderated. We consider this to have been the case with the Applicants letting of the Property.

62. Having regard to all the circumstances of this case, and the factors identified above, our view is that the seriousness of the offence merits a RRO of 50% of the rent paid by the Applicants for the relevant period. Deducting £69.44 per tenant per month results in the following breakdown:

63. That results in the following:

Ms Cammarano	£8,640 - £833.28	= £7,806.72@50%	= £3,903.36
Mr Juurlink	£6,240 - £833.28	= £5,406.72@50%	= £2,703.36
Ms Caballero	£3,900 - £416.64	= £3,483.36@50%	= £1.741.68
Thomas Costello	£6,875 - £833.28	= £6,041.72@50%	= £3,020.86.

64. Finally, we need to consider whether any deduction from, or addition to, these figures should be made in the light of the other factors set out in section 44(4). For the reasons stated above, we do not consider any matters of landlord conduct are relevant and the only matter of tenant conduct is the misleading evidence of Mr Costello, which we consider warrants a 5% deduction.

65. No previous convictions were brought to our attention. As to Mr Campbell's financial circumstances, he submitted that his income was modest. He referred us to a HMRC tax calculation for 2024/25 **[R172]** recording an income from self-employment of £26,100. His evidence was that he is supporting a family with two young children and that the award of a substantial award would cause real hardship.

66. However, he accepted, in cross-examination, that Mr Campbell acknowledges that when he applied for a mortgage for his home its stated value was £1.375 million and that he had over £800,000 in that Property. In addition, whilst the long leasehold interest in the Property is vested in a Ms Damaris Sanders, Mr Campbell has stated that he holds that interest, on trust, for him and that Ms Sanders has no financial interest in the Property **[201]**. We do not consider Mr Campbell's financial circumstances warrant a deductions from the RROs that we would otherwise make. We do not consider a tax calculation to be conclusive evidence of his income. However, even if his income is now £26,100 per annum, he has substantial equity in his current home and, according to his evidence, the sole beneficial interest in the Property. Either by himself, or through the companies of which he is a Director he is able to obtain a substantial rental income from the now licenced Property and if necessary, he could sell the Property to pay these RROs.

67. We therefore make RROs in the following amounts:

Ms Cammarano	£3,903.36
Mr Juurlink	£2,703.36
Ms Caballero	£1,741.68
Mr Costello	£2,869.82

68. As the tenants have been successful in their applications, albeit at significantly reduced amounts to the sums they were seeking, we are satisfied that it is just to order Mr Campbell reimburse them with the fees they had to pay to the Tribunal.

69. Finally, if as Mr Campbell asserts, the tenants have not paid the costs order of £1,150 ordered by the Upper Tribunal then he should discuss the question of set-off with Mr Barrett. This Tribunal cannot order such a set-off, but it would clearly be appropriate, and the County Court would take any non-payment into account if enforcement action were taken in respect of our RROs.

Amran Vance

22 October 2025

RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.

- If a party wishes to appeal against 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.