



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

Case reference : **BIR/OOCN/HMK/2025/0002**

Property : **1 Royal Arch Apartments
The Mailbox
Wharfside Street
Birmingham
B1 1RB**

Applicant's : **Miss L As**

Representative : **None**

Respondent : **Mr V Bellerson t/a GK Properties**

Representative : **None**

Type of application : **Application by the Tenant for a Rent
Repayment Order under Sections 40,
41, 43 & 44 of the Housing and Planning
Act 2016**

Tribunal member : **Mr G S Freckelton FRICS (Chairman)
Mr A McMurdo MSc, MCIEH
Tribunal Judge C Rhys**

**Date and place of
hearing** : **9th October 2025 by video hearing**

Date of decision : **23rd October 2025**

DECISION

Introduction

1. This is a decision on an application for a Rent Repayment Order under section 41 of the Housing and Planning Act 2016 ('the 2016 Act').
2. The Housing Act 2004 ('the 2004 Act') introduced licensing for houses in multiple occupation (HMOs). Originally, licensing was mandatory for all HMOs which have more than three storeys and are occupied by five or more persons forming two or more households. Since 1st October 2018 all HMOs which are occupied by five or more persons forming two or more households, are subject to mandatory licensing. Under additional licensing, a local housing authority can require licensing for all categories of HMOs in its area which are not subject to mandatory licensing.
3. The local housing authority can do this if it considers that a significant proportion of the HMOs are being managed sufficiently ineffectively so as to give rise to one or more particular problems, either for the occupants of the HMOs or the members of the public. Birmingham City Council introduced a scheme of Additional Licensing on 5th June 2023 in areas of Birmingham which includes the subject property.
4. The criminal sanction for failing to obtain a licence is supplemented by the scheme of civil penalties known as Rent Repayment Orders. Under the 2004 Act, where a person who controls or manages an unlicensed property has been convicted, the (former) occupiers of the unlicensed property may apply to the First-tier Tribunal for a rent repayment order.
5. However, from 6th April 2017, subject to transitional provisions, the 2016 Act amended the provisions relating to Rent Repayment Orders in England. Under section 43 of the 2016 Act the First-tier Tribunal may make a rent repayment order in favour of the (former) occupiers if it is satisfied beyond reasonable doubt that the landlord had committed an offence under section 72 (1) of the 2004 Act, *whether or not the landlord has been convicted*.

BACKGROUND

6. By application dated 7th January 2025 Miss L As ("the Applicant") applied for a Rent Repayment Order against Mr Vic Bellerson t/a GK Properties ("the Respondent") under the Housing and Planning Act 2016 ("the Act").
7. The grounds for the application were that the Respondent had control of a house which was required to be licensed but was not so licensed, under section 61 of the 2004 Act and therefore an offence had occurred under Section 72(1), thereby permitting the Tribunal to make a rent repayment order in the Applicant's favour.
8. Directions were issued by the Tribunal on 17th February 2025 following which submissions were made by both parties.
9. The Tribunal considered the submissions made and subsequently issued Further Directions to both parties dated 8th September 2025. Further submissions were made by the Applicant in compliance with those Further Directions.
10. The case was listed for oral hearing by video link. The hearing took place on 9th October 2025. This decision states the outcome of the application and the reasons for the order the Tribunal makes on it.

THE LAW

11. Section 40 of the Act provides that a rent repayment order 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. It confers power on the First-tier tribunal to make such an order in favour of a tenant where the landlord has committed an offence to which Chapter 4 of the Act applies.
12. The relevant offences are detailed in section 40(3) of the Act as follows:

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

13. Section 41 of the Act details the application process and provides:

41 Application for rent repayment order

- (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.*

...

14. Sections 43 and 44 of the Act detail the power of the tribunal to make an order and the amount of that order and, in respect of an application by a tenant, provide:

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);*

...

44 Amount of order: tenants

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

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
<i>an offence mentioned in row 1 or 2 of the table in section 40(3)</i>	<i>the period of 12 months ending with the date of the offence</i>
<i>an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)</i>	<i>a period, not exceeding 12 months, during which the landlord was committing the offence</i>

- (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.*

Applicant's Submissions

15. In her written submissions and at the hearing the Applicant submitted that she was a tenant of the property from 1st September 2023 to 19th October 2024. During that time, she paid rent of £630.00 per month from 1st September 2023 until 31st April 2024 and £670.00 per month from 1st May 2024 until 19th October 2024.
16. The Applicant therefore submitted that she was seeking the repayment of rent from 20th October 2023 until 19th October 2024 which the Applicant calculated as being the sum of £7,571.00. This was on the basis that the Respondent was illegally renting the property without the relevant licence during that period and failed to comply with fire regulations, failed to repair a broken window and failed to have adequate process in place to ensure he complied with his legal requirements.
17. The Applicant also confirmed in her application that if successful, she sought reimbursement of the Application Fee of £110.00 and Hearing Fee of £220.00.
18. The Applicant further submitted that the property should have been licensed prior to the commencement of the tenancy but was not so licensed. This satisfied all elements of the offence of having control of, or managing, an unlicensed property under s72(1) of the Housing Act 2004 which is an offence under section 40 (3) of the Housing and Planning Act 2016.

19. The Applicant described the Property to the Tribunal. She said it comprised of a self-contained duplex apartment which the Tribunal understands is approached from a communal hallway.
20. The accommodation is understood to comprise on the lower floor of a lounge/dining area, kitchen, store and cloakroom with W.C and a wash hand basin. On the upper level there are three bedrooms (one of which has an en-suite shower room) and bathroom. The property is understood to have space heating.
21. The property has a large private terrace and although there is a car parking space the Applicant did not have use of it as it was subject to an additional rental charge. The Respondent confirmed his agreement to the Applicant's description.
22. The Applicant submitted that Birmingham City Council required smaller HMO's to be licensed under Additional Licensing from 8th June 2023 and it was required to be licensed under Selective Licensing from 5th June 2023. The property was therefore required to be licensed but was not so licensed. (The date the Additional Licensing came into effect was subsequently clarified by Birmingham City council as being 5th June 2023 (see paragraph 27 below)).
23. During the period of claim the Applicant submitted that the property was occupied by Jack Yonge from 29th July 2023 until 28th July 2024. The other tenant was Christina Eda who was in occupation from late August 2023 until May 2024. Therefore, including herself there were three occupants, each having their own rooms and sharing a kitchen and bathroom. Each tenant had their own room and paid their own rent. Therefore, in the submission of the Applicant, they formed three households.
24. It was submitted that when Miss Eda moved out, her room was taken by a new tenant 'Harrison'. The Applicant was unable to confirm the exact dates that Miss Eda moved out or Harrison moved in. When Jack Yonge moved out on 28th July 2024, new tenants moved in 'a couple of weeks later'.
25. The Applicant submitted that she never received a copy of the EPC, a Certificate registering her deposit with a recognised Deposit Scheme or a copy of the Inventory.
26. The Applicant also submitted that the Respondent was a professional landlord renting out properties and should therefore have been aware that a licence was required. In the opinion of the Applicant, it appeared that the Respondent refused to acknowledge that a licence was required.
27. In response to the Further Directions issued by the Tribunal the Applicant submitted an email from Mr S Enger, Service Manager of Private Rented Sector Licensing at Birmingham City Council dated 17th September 2025 which stated:

'Unfortunately, we are unable to provide you with a copy of the current Licence or Application for the property mentioned.'

However, I can confirm that there was neither an Additional HMO Licence nor a duly made application for a licence between 1st January 2023 and 11th October 2024. Please note that the requirement to obtain a licence for this property only commenced on 5th June 2023.'

The heading of the email referred to the subject property.

28. With regard to the award sought, the Applicant confirmed in her application form that she was seeking a Rent Repayment Order the sum of £7,571.00 as detailed below in paragraph 29. During the whole period of claim there were at least two tenants in the property as follows:

Miss L As – 1st September 2023 – 20th October 2024
 Mr J Yonge – 29th July 2023 – 28th July 2024
 Unnamed tenants – Mid August 2024 onwards
 Miss Christina Eda – August 2023 – May 2024
 Harrison – May 2024 onwards

29. Copies of bank statements were provided from which the Tribunal understands the following rental payments were made and submitted by the Applicant as being due within the relevant period.

Date	Amount (£)
31 October 2023	630.00
30 November 2023	630.00
1 January 2024	630.00
31 January 2024	630.00
1 March 2024	630.00
3 April 2024	630.00
1 May 2024	670.00
1 June 2024	670.00
5 July 2024	670.00
6 August 2024	670.00
1 September 2024	670.00
1 October 2024	441.00
TOTAL	£7,571.00

30. In addition to the above the Applicant also sought repayment of her application fee in the sum of £110.00 and the hearing fee of £220.00.

Respondent's Submissions

31. By written submission and at the hearing the Respondent submitted that he had only received the correspondence on 19th July 2025. In response to the various points raised by the Applicant he submitted:

- a) All fire regulations had been adhered to.
- b) All communal doors and the bedroom doors are fire doors with internal closers and smoke/fire seals.
- c) There are smoke detectors in communal areas.
- d) There was a fire blanket provided in the kitchen.
- e) There was a fire extinguisher in the storeroom. This is now fixed to the kitchen wall.

32. The Respondent submitted that the fire detection system was installed prior to the complex being open and was maintained by the Management Company who managed the block. Fire doors were installed by Mailbox/Royal Arch Freeholders and maintenance was the responsibility of the Leaseholders.

33. With regard to the broken window the Respondent submitted that a hinge had come loose. This was rectified by a window engineer and a copy of a letter from Ramay Double

Glazing Repairs confirming that they had attended at the property was included in the Respondents submission. A copy of a bank statement was provided showing payment of £50.00 in respect of this repair on 27th September 2023. Copies of email correspondence between the parties was also included regarding both the window repair and an issue the Applicant claimed to be having with the car park.

34. The Respondent submitted that all legal requirements had been complied with and that a licence had been applied for. In support of this a copy of a heavily redacted bank statement was provided to the Tribunal showing a payment to Birmingham City Council on 16th May 2024. There was also a copy of what the Respondent submitted was an email to Birmingham City Council dated 30th July 2025 enquiring as to the position of his licence application. In addition, there was a copy of what the Respondent submitted was confirmation from Birmingham City Council confirming that an application for a licence had been received although this was not in the form of an official email and did not refer specifically to the subject property but rather to "The Mailbox, 150 Wharfside Street, Birmingham, B1 1RD. The Tribunal noted that this was not the same postcode as the subject property.
35. In response to the Further Directions issued by the Tribunal, the Respondent made no submissions but at the hearing stated that an application for a licence was made on 16th May 2024 and an initial fee of 325.00 paid. The Licence had subsequently been granted and the remaining fee of some £400.00 was also paid. The Respondent was unable to provide a copy of the acknowledgement from Birmingham City Council in respect of the original licence application.
36. On questioning by the Tribunal, the Respondent submitted that he paid a quarterly Service Charge of approximately £2,500.00 per quarter which covered the cleaning, heating and lighting of the common parts together with repairs to the building and insurance. There was also understood to be a gym and conference room on site which could be used by tenants together with a communal terrace area.

The Respondent's financial position and mitigating circumstances

37. The Respondent submitted that he was not in employment but owned several properties through his property company.
38. The Respondent submitted in mitigation that he had applied for a licence on 16th May 2024 although this assertion was in direct contravention of the email received by the Applicant from Birmingham City Council dated 17th September 2025 detailed in paragraph 27 above. The Respondent submitted that the email from Birmingham City Council was incorrect on this point.

Discussion and Determination

39. On this application for a Rent Repayment Order, the first issue for the Tribunal is to decide whether the Respondent has committed an offence under section 95 of the 2004 Act, namely whether the Respondent has had control of or management of a property which requires to be licensed, but which is not so licensed. No Rent Repayment Order can be made unless this offence is established beyond reasonable doubt.

40. There are 6 elements to the offence:

- a. That the Property must be a “house”;
- b. That the Property must be in an area which the local authority has designated as an area of additional licensing;
- c. That the Property is let under a tenancy or licence that is not an exempt tenancy or licence;
- d. That the Property is not licensed;
- e. That the Respondent is “a person having control” of the Property;
- f. That there is no reasonable excuse for the Respondent having control of the Property without it being licensed (which has to be proved by the Respondent on the balance of probabilities).

41. The first five elements of the offence are not seriously in doubt. The Property is a building, consisting of a dwelling, which therefore falls under the definition of “house” in section 99 of the 2004 Act. The Tribunal accepts the evidence from Birmingham City Council dated 17th September 2025 that between 1st January 2023 and 11th October 2024 there was no Additional HMO Licence nor a duly made application in respect of the property. The Tribunal also accepts that a licence was not required until 5th June 2023. This pre-dates the period of the Applicant’s claim.

42. The copy tenancy agreements provided to us in the bundle of documents were somewhat confusing but it is evident that the Respondent receives the rack rent, meaning that by virtue of section 263 of the Act he is the person in control of the Property.

43. There is, though, an issue concerning whether the Respondent has a reasonable excuse for failing to licence the Property. The submission made is that an application for a licence was made on 16th May 2024. A copy of a heavily redacted bank statement indicating a payment to Birmingham City Council was made on that date but the Tribunal has no way of determining what the payment was for and indeed, whether or not it was for this property or another in the Respondent’s ownership. The Respondent submitted that applications for licences in respect of other properties were made at a later date but in the absence of confirmation that a licence application had been made and in view of the contents of the email dated 17th September 2025 from Birmingham City Council, the Tribunal prefers the evidence of the Applicant to that of the Respondent on this point.

44. No evidence has been provided to us regarding the involvement of any letting agent on behalf of the Respondent in this case and we have certainly not been provided with a copy of any agreement between the Respondent and a letting agent and therefore find as a matter of fact that there was no agreement between any letting agent and the Respondent to notify the Respondent of the need to obtain a selective licence.

45. The Respondent lets this property together with others and is, in the opinion of the Tribunal a professional landlord. As such it is difficult to understand how he did not appreciate the legal requirements to let the property. Not to do so could be considered naïve. It was submitted that the Respondent was required to make a ‘second declaration’ in respect of the licence application which resulted in a delay but this does not excuse an application for a licence not being made at the appropriate time.

46. Although this question was not specifically raised by the Respondent, Tribunals are exhorted to be live to the issue and to explore it in appropriate cases (see paragraph 30 in *I R Management Services v Salford Council* [2020] UKUT 81)).

47. For example, in the recent Upper Tribunal case of *Aytan v Moore* [2022] UKUT 27 (LC), the Upper Tribunal said:

“40. We would add that a landlord’s reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition there would generally be a need to show that there was a reason why the landlord could not inform themselves of the licensing requirements without relying upon an agent, for example because the landlord lived abroad.”

48. The Respondent has never sought to submit this as an excuse for not obtaining a licence and at the hearing the Respondent confirmed that he had now obtained a licence a copy of which was subsequently provided to the Tribunal. It is actually a Draft Licence and is dated 1st October 2025. The Tribunal therefore assumes that the Respondent acknowledges that he was required to apply for a licence in respect of the property. This is further confirmed by his submission that he applied for a licence on 16th May 2024, even though this is not accepted by the Tribunal.

49. Our conclusion on the first issue is that the Respondent did commit an offence under section 95 of the 2004 Act between 20th October 2023 and 19th October 2024 (when the tenancy ended).

50. The second question for us is to determine is the maximum possible award we could make as a Rent Repayment Order. It cannot be higher than the rent that was paid in a period, not exceeding 12 months, during which the landlord was committing the offence (see section 44(2) and 44(3)(a) of the 2016 Act).

51. The offence ceased in this case when the Applicant vacated the property. The Applicant is therefore entitled to seek a Rent Repayment Order for the period 20th October 2023 – 19th October 2024, and we have to identify both the rent paid *during* that period and the rent payable *in respect of* that period (see *Kowalek v Hassanein Ltd* [2021] UKUT 143 (LC)).

52. In *Acheampong v Roman* [2022] UKUT 239 the Upper Tribunal set out the following guidance on how to quantify the amount of a Rent Repayment Order which, it said, 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 payments 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 relevant 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 the 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).

53. The evidence was (see paragraph 29 above) that the sum of £7,571.00 was paid as rent during the period 20th October 2023 and 19th October 2024.

54. However, in the opinion of the Tribunal, the calculation of rent submitted by the Applicant is incorrect and we therefore need to determine the actual maximum award we are able to make.

55. In order to correctly assess the amount of rent due for the relevant period the Tribunal has calculated the daily rental charge as follows:

Rent £630.00 per month = £7,560.00 per annum = £20.71 per day.

Rent £670.00 per month = £8,040.00 per annum = £22.03 per day.

56. The Tribunal therefore calculates the maximum amount of any rent repayment order as follows:

Rent due 20/10/2023 – 31/10/2023 (12 days @ £20.71 per day)	248.52
Six months @ £630.00 per month	3,780.00
Five months @ £670.00 per month	3,350.00
<u>Rent due 01/10/2024 – 19/10/2024 (19 days @ £22.03 per day)</u>	<u>418.57</u>
Total	£7,797.09

57. There is however the question of whether an offence was being committed during the whole of the Applicant's tenancy. It was submitted by the Applicant that when Jack Yonge moved out on 28th July 2024, the new tenant moved in 'a couple of weeks later'. There must be a minimum of three occupiers forming two or more households and in the determination of the Tribunal the property meets the section 254 definition of an HMO. However, it is exempted when occupied by two persons under paragraph 7 of the 2004 Act.

58. Although the dates could not be exactly determined it is evident to the Tribunal that during those 'couple of weeks', there were only two tenants in the property and as such an offence was not being committed during that time. The Tribunal therefore determined that the amount detailed in paragraph 56 above should be reduced by £308.42 (14 days @ £22.03 per day).

59. The Tribunal also considered the change in occupancy of the room occupied by Miss Christine Eda but no exact dates could be provided as to when she moved out or when the new tenant moved in. In the absence of any further definite information the Tribunal determined that it was unable to pursue this matter any further.

60. This leaves a maximum amount of any rent repayment order of £7,488.67 (£7,797.09 - £308.42).

61. The Tribunal then considered (as it is required to do following *Acheampong v Roman* [2022] UKUT 239) whether the Respondent had paid any charges directly for the benefit of the Applicant. In particular the Tribunal considered the monthly service charges paid

to the Management Company by the Respondent in respect of the property. Following the hearing the Respondent forwarded, as directed by the Tribunal a copy of the current quarterly service charge demand in the sum of £2,413.40 for the period 1st October 2025 – 31st December 2025.

62. The Tribunal carefully considered whether any of the charges which would undoubtedly make up the service charge would directly benefit the Applicant but in the absence of any detailed submissions from the Respondent at the hearing concluded that it did not have sufficient information to make any determination that a deduction was appropriate having regard to *Acheampong v Roman*.
63. Therefore, we determine that the maximum amount of any rent repayment order we are able to make is the sum of £7,488.67.
64. The third question for us is to determine the amount we are willing to order, taking into account the factors we are obliged to consider contained in section 44(4) of the 2016 Act. We may also take into account any other factors we consider are relevant (see paragraph 50 of *Williams v Parmar* [2021] UKUT 0244 (LC)).
65. We heard evidence from both parties as summarised above. There are general allegations from both parties but none that the Tribunal considers to be sufficiently serious as to materially influence the Tribunal's decision.
66. Having regard to *Acheampong v Roman* we therefore take into account the following:
 - a. This is the Respondent's first offence;
 - b. That the property was purchased by the Respondent as an investment. The Respondent owns other investment properties operated through a company structure.
 - c. We find as a matter of fact that the Respondent is a professional landlord and that as he resides in the Birmingham conurbation, we would have expected him to be aware of the local authorities licensing scheme.
 - d. It is clear from *Ayton* and other Upper Tribunal cases that the intention of Parliament with this legislation was to target "rogue" landlords and the Respondent clearly does not fall within that description.
 - e. There is no evidence that the property was in poor condition or did not comply with relevant fire regulations. In arriving at this determination, the Tribunal took account of the fact that a draft licence had now been granted.
67. We do not give any weight to the following factors:
 - a. Any effect upon the amount of any order we make as a result of the Respondent's financial circumstances. We are satisfied that the Respondent is able to afford the amount of rent repayment that we order, and neither so wealthy as to justify an enhanced amount, or so poor as to justify a further reduced amount;
 - b. The fact that any rent repayment ordered may be considered by some to be an underserved windfall for the tenant. This is not a factor we are able to take into account.

68. We therefore follow the decision in *Acheampong v Roman*. Our view is that it would be unjust not to make a discount to the maximum sum we can order as a rent repayment balancing all the factors listed above.
69. As we have previously determined the maximum amount, we can award is £7,488.67.
70. However, we do not accept that this is an appropriate starting point. We determine that the offence of not having an HMO licence is not unduly serious on its own when taking account of the range of potential offences such as harassment or unlawful eviction. We are also conscious that this is the Respondent's first offence, and balancing all the factors listed above, our view is that given the circumstances of this case we determine that a 40% deduction is appropriate. This gives a maximum potential award of £4,493.20
71. Although there are alleged matters of conduct on both sides, we do not consider that our overall award should be adjusted further to reflect this.
72. We then take into account the Respondent's financial circumstances. It is submitted to us (and we fully accept) that the Respondent is the owner of other investment properties through a company structure. We have no information regarding the status of these but in view of the Respondent's situation we assume that these are all let or available to let on an ongoing basis. Our view therefore, is that no further discount should be given.
73. We order that the Respondent must make a rent repayment order to the Applicants in the sum of £4,493.20.
74. The Applicants also seek reimbursement of the hearing and application fee in the sum of £110.00 and the hearing fee in the sum of £220.00 under rule 13(2).
75. As this cost would not have been incurred but for the offence committed by the Respondent, we agree with the Applicant and order that the Respondent must additionally reimburse the hearing and application fee of £330.00 to the Applicant.

Appeal

76. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Graham Freckelton FRICS
Chairman
First-tier Tribunal (Property Chamber)