FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AT/HMF/2025/0648**
Property	**:**	**35 Jersey Road, Hounslow, TW3 4BQ**
Applicants	**:**	**Verona Stewart (aka Verona Williams)** **Julia Maria Hernadez Carretero**
Representative	**:**	**Mr Cairns (Justice for Tenants)**
Respondent	**:**	**Rajesh Karia** **Rita Karia**
Representative	**:**	**Rajesh Karia**
Type of application	**:**	**Application for a rent repayment order by the tenants: sections 40, 41, 43 and 44 of the Housing and Planning Act 2016**
Tribunal members	**:**	**Judge Tueje** **Mr I B Holdsworth FRICS MCIArb**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of hearing	**:**	**3rd September 2025**
Date of decision	**:**	**3rd November 2025**

DECISION

In this determination, statutory references relate to the Housing Act 2004 unless otherwise stated.

Decisions of the Tribunal

(1) The Tribunal find that the First and Second Respondents did commit an offence under section 72(1) without reasonable excuse.

(2) The First and Second Respondents are therefore jointly and severally liable to pay the total sum of £11,820.00, which is to be paid to the Applicants within 28 days of the date this Decision is sent to the parties.

(3) The total sum represents a rent repayment order for the period from 2nd November 2021 to 1st November 2022, and comprises:

(i) Ms Stewart is awarded 65% of £7,800 amounting to £5,070.00
(ii) Ms Carretero is awarded 75% of £9,000 amounting to £6,750.00

(4) The Tribunal also determines that within 28 days of the date this decision is sent to the parties, the First and Second Respondents are jointly and severally liable to Pay to the Applicants £550 as reimbursement of the Tribunal's fees pursuant to rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

(5) The reasons for the Tribunal's decisions are given below.

The Application

1. This decision relates to an Application dated 29th November 2024 made under section 41 of the Housing and Planning Act 2016 for a rent repayment order. The application form containing a statement of truth is signed by both Applicants.

2. The Applicants are the former tenants of 35 Jersey Road, Hounslow, TW3 4BQ (the "Property"), which is a semi-detached house.

3. The Application is made against the First and Second Respondents, Mr and Mrs Karia, who are the joint freehold owners of the Property.

4. The Applicants are claiming rent repayment orders as follows:

4.1 Ms Carretero claims £9,000 for 2nd November 2022 to 1st November 2023; and

4.2 Ms Stewart claims £7,800 for 2nd November 2022 to 1st November 2023.

5. By an order dated 26th February 2025 the Tribunal gave directions. The directions orders made provision for the parties to each prepare separate bundles for the hearing containing their supporting documents, and an expanded statement of reasons for the application. It gave the parties the option

to prepare a skeleton argument, and if they did so, to provide it 3 clear days before the final hearing.

6. The Tribunal listed the final hearing on 3rd September 2025.

THE FACTUAL BACKGROUND

The Applicants' Case

7. It is common ground that Mr and Mrs Karia are freehold owners of the Property, which is situated within the London Borough of Hounslow.

8. On 1st May 2020 the London Borough of Hounslow gave notice in accordance with section 59 that it had exercised its powers under section 56 to designate the whole borough as an area for additional licencing with effect from 1st August 2020 until 31st July 2025. The designation applied to all HMOs within the borough which were occupied by 3 or more persons forming 2 or more households.

9. By a 12-month fixed term tenancy dated 30th September 2020, commencing 2nd October 2020, Mr and Mrs Karia granted Ms Stewart an assured shorthold tenancy of a room within the Property at a rent of £650 per month. She was required to pay an additional £45 per month for bills. According to the text inserted under clause 1.4 of the written tenancy agreement, the £45 covered payment for council tax, gas, electricity, water, sewage and the internet. Bank details for the payment of rent were provided on the final page of the tenancy agreement, these showed Mr Karia was the account holder. Ms Stewart also paid a deposit of £695.00 at the start of the tenancy agreement.

10. Clause 1.9 of the tenancy agreement reads:

> ***Landlord's right to inspect***
>
> *To allow the Landlord, or anyone who has the Landlord's permission, to do any of the following at any reasonable time after giving reasonable notice:*
> - *to read the meters;*
> - *to inspect the property;*
> - *to show other possible tenants or buyers around the Property;*
> - *to carry out any work on the Property or on any adjoining premises which the Landlord owns or occupies.*

11. In her witness statement dated 10th December 2024, Ms Stewart provides evidence regarding her occupancy of the Property. She states that from December 2020 there was black mould in her room. When she told Mr Karia about this, he failed to remedy it. She states there were problems with the heating and hot water during the tenancy. She states the reason she moved out was because Mr Karia sent her a message stating he wanted to increase the rent to £850 from January 2024. She went away for Christmas, and when she returned to the Property on 17th January 2024, she became unwell due to the cold conditions, and she was unwilling to pay more rent. When Mr Karia

responded by sending Ms Stewart messages, she blocked his number and gave notice to vacate the Property, which she did on 2nd February 2024.

12. Mr Karia cross examined Ms Stewart regarding her refusing to the give access to the Property after she had given notice to vacate, which he stated was in breach of her tenancy agreement. Ms Stewart stated that she was working nights so did not want to allow access while she was sleeping during the day. She added that the tenancy requires her to allow access for viewings, amongst other things, but not for taking photographs.

13. Mr Karia asked her whether she had cleaned her room, which she stated she had. She states she her to clean the wall every two weeks to prevent the build-up of mould. She claimed her room was cold and damp, meaning she had to move her bed away from the wall otherwise her bedclothes would become damp. She added that she slept in her dressing gown due to the cold.

14. Ms Stewart was asked whether Ms Carretero lived at the Property: she said that she did, and she saw her there. When asked how often she saw her at the Property, Ms Stewart stated it varied, but she would see her around 2-3 nights per week, although this changed when Ms Stewart returned in mid-January 2024 after the Christmas 2023 break. She said Ms Carretero subsequently stayed in a hotel. When asked how she saw Ms Carretero when she worked nights, Ms Stewart stated that she would hear her in her room as they had adjacent rooms, she would see the light on in her room, and she didn't always work nights.

15. By a 12-month fixed term tenancy dated 4th January 2022, commencing 2nd February 2022 Mr Karia (only) granted Ms Carretero an assured shorthold tenancy of studio within the Property at a rent of £750 per month. She was required to pay an additional £100 per month for bills. According to clause 1.4 of the written tenancy agreement, the £100 covered payment for council tax, gas, electricity, telephone, water, sewage and any other services supplied to the Property. Bank details for the payment of rent were provided on the final page of the tenancy agreement, these showed Mr Karia was the account holder. Ms Carretero paid a deposit of £750 at the start of the tenancy agreement.

16. Clause 1.9 of Ms Carretero's tenancy agreement was in the same terms as Ms Stewart's agreement (see paragraph 10 above).

17. The studio had a studio/bedroom, kitchenette with a fridge freezer and an en-suite bathroom.

18. In her witness statement dated 18th March 2024, Ms Carretero provides evidence regarding her occupancy of the Property. She states that when her tenancy began in February 2022 she found the Property was too cold, so she did not move in until March 2022. She complains that the Property was cold throughout her occupancy, and as a result she would sleep in a tent on her bed. Within the studio, a door providing access to the roof didn't close properly.

19. She adds that there were problems with the electricity in the Property, stating that these and the heating problems seemed to worsen over time. Ms Carretero worked from home, and states she found conditions at the Property difficult to tolerate.

20. On 11th December 2023 Mr Karia gave Ms Carretero a purported section 21 notice expiring on 10th January 2024. Shortly after serving the notice Mr Karia engaged builders to carry out works at the Property. Ms Carretero states the building works were carried out 24 hours a day. Therefore, in December 2023 she checked in to a hotel, where she stayed for 2 nights, before flying to Spain to spend Christmas with her family.

21. She states that during her absence Mr Karia, his daughter and builders entered the studio room without prior permission. It is common ground that Mr Karia's daughter found rotting food in the fridge freezer during a visit on 18th December 2023; Ms Carretero believes that Mr Karia or someone acting on his behalf disconnected the fridge freezer from the power supply causing the stored food to rot.

22. Ms Carretero accepts that the studio was cluttered and untidy, stating this was due to having poor mental health as she has been diagnosed with depression.

23. She did not return to live at the Property after that. When she returned to the UK in January 2024 she rented an Airbnb; she gave notice terminating her tenancy with effect from 1st July 2024.

24. Ms Carretero states that Mr Karia harassed her: that he would belittle her in e-mail exchanges.

25. Mr Karia replaced the front entrance door lock on 8th April 2024. Initially Ms Carretero was not supplied with a replacement key. Mr Karia's bundle contains various e-mail exchanges regarding Ms Carretero obtaining the replacement key. They include an e-mail he sent to her on 17th April 2024, which reads:

    Julia for the 15th time. At 8pm today knock on the door. If there no answer call me. I will ask someone to let you in.

    You were told this last Tuesday - I can't believe you need to be told this so many times

26. When Ms Carretero explained she was unavailable to collect the keys at 8.00pm that day, Mr Karia responded by an e-mail, also sent on 17th April 2024, which included the following:

    Sorry I have offered 8pm today. So a change now will incur a charge of £150. Are you are acting unlawfully now and wasting my time.

    I have had to organise this today during my travel time overseas.

    Tell he to go today at 8pm otherwise incur a fee of £150 it's as simple as that.

27. In the event, Ms Carretero obtained the key on 20th April 2024.

28. Mr Karia's cross examination of Ms Carretero focussed on three main areas. Firstly, whether the Property was her main residence, which she stated it was, although acknowledging she did not sleep there after 11th December 2023. Following questions from the Tribunal, Mr Karia asked Ms Carretero why she wasn't on the electoral register; she stated she was, but not on the public register.

29. Secondly, Mr Karia questioned how she lived at the Property when it was cluttered with belongings and had no bedding: she insisted she lived there and worked from home, but there was no bedding because she slept in a tent due to the cold. She pointed out the tent in one of the photographs of the studio contained in the bundle.

30. Mr Karia also asked her about refusing to vacate the Property at midday on 1st July 2024, claiming that by notifying him at 11.59pm on 1st July 2024 that she was leaving the keys in the Property, she was being difficult. He put to her that this prevented him checking in a new occupant on that date. Ms Carretero responded that the Property was not a hotel; she had paid rent up to and including 1st July 2024, so she was entitled to stay there for the whole day, and that she had been cleaning the studio until 11.59pm, which is why she returned the keys so late. She states she left the studio in an acceptable condition, and although it was not professionally cleaned, neither had it been professionally cleaned at the start of her tenancy.

31. Mr Karia put to her that she had failed to follow his instructions about returning the keys by locking the door and posting the keys through the letter box, but instead sent a message saying the keys were in the microwave, and left the door unlocked, which he said was unsafe. Ms Carretero accepted that she had not followed his instructions, but did not consider the occupants were unsafe.

32. On 16th July 2024 the Applicants' representatives e-mailed Hounslow council enquiring whether the Property had a licence, and if not, whether an application for a licence had been received. Hounslow responded the same day confirming the answer to both questions was no.

The Respondents' Case

33. Mr Karia relies on a 934-page bundle. It contains a check-in inventory for the studio dated 5th February 2022, but it was not carried out by an professional independent inventory clerk and has not been signed by Ms Carretero.

34. Mr Karia has responded to the Applicants' evidence including in his 4-page document titled "Response to applicant statement". In this document he focuses primarily on Ms Carretero's occupancy. He denies harassing, her stating she was always given at least 24 hours' notice of visits, he opines that the likely reason she didn't wish to grant access was due to the condition of the studio. From the photographs he has provided it is evident that studio was extremely clustered with belongings, and Mr Karia claims the studio was not capable of being occupied, so denies Ms Carretero occupied it as her main

residence. He also denies that builders were carrying out building works 24 hours a day in December 2023.

35. Mr Karia's document confirms he gave Ms Carretero one month's notice to vacate in December 2023. He also confirms he informed her on 15th December 2023 that he required access so that his daughter could take photographs of the studio to readvertise it to let. He accepts Ms Carretero responded refusing the request for access, but he maintains that he is entitled under the terms of the tenancy to gain access on giving 24 hours' notice. Therefore, his daughter visited on 16th December 2023, which is when rotting food was found in the fridge freezer. He denies that this was as a result of his daughter disconnecting the fridge freezer.

36. Mr Karia also accepts that he arranged for the lock to be changed on 8th April 2024 because an occupier had reported the lock was faulty the day before. He claims he wrote to all the residents explaining the lock would be changed and the main front door would be left open until 10.00pm so that they could enter and collect their key which he had left in the Property. He says, however, Ms Carretero failed to collect her key on 8th April 2024, and subsequently, she falsely claimed Mr Karia had refused or delayed in providing her with a replacement key.

37. There are various e-mail exchanges in Mr Karia's bundle regarding Ms Carretero obtaining a replacement key, which are summarised at paragraphs 25 and 26 above.

38. Mr Karia accepts he did not return Ms Carretero's deposit when she vacated the studio, explaining that is because Ms Carretero did not leave the studio in the condition it was let to her, it had not been clean properly, and the smell from the rotting food was odious. His bundle contains a check out inventory report dated 3rd July 2024, being around 5 months after Ms Carretero vacated. The inventory states the studio was cleaned to an average domestic standard, but with some appliances and sanitary ware requiring cleaning, and noting the smell of rotting food. It also recorded some damage for which the tenant was responsible such as chipped paint, scuff marks, damage to a desk, coffee table, chest of drawers, wardrobe and two broken fridge freezer drawers.

39. Mr Karia also complains that Ms Carretero refused to leave on midday on 1st July 2024, and states Ms Carretero will be liable for any consequent losses.

40. Mr Karia's bundle contains an e-mail he sent to Ms Carretero on 30th June 2024 stating that because Ms Carretero failed to confirm she was moving out at midday on 1st July, he cancelled a viewing he had booked for 1st July 2024. He added he will therefore charge her £300, and that if she does not vacate the studio by midday on 1st July 2024, he will charge a further £125 per night.

41. We understand before the hearing Mr Karia had either sent, copied or forwarded around 12 e-mails to the Tribunal between 29th August 2025 to

3rd September 2025 regarding without prejudice discussions. Throughout the course of the hearing Mr Karia repeatedly tried to raise the issue of without prejudice discussions between the parties. He was repeatedly informed by the Tribunal that it was inappropriate for him to raise confidential discussions in a substantive contested hearing, but he continued to do so, sometimes immediately after being told he must not do so. He complained that he was being prevented from arguing his case, and repeatedly refused to accept the Tribunal's clear direction that he must desist from referring to those discussions.

42. Mr Cairns cross examined Mr Karia regarding the number of properties he owned. Mr Karia confirmed he owned 15 HMOs and 8 flats, that he had been a landlord since 1995, and accepted he was a professional landlord. As to how he kept himself up to date, he said that he attends conferences and is a member of the National Landlord Association, he is also registered as a landlord with Hounslow council, so relies on them to keep him updated regarding any relevant changes, which he said they failed to do when it introduced the additional licencing scheme in 2020. He adds that in 2018 a Mr Marusic, at the time an employee of Hounslow council, informed him the Property did not require a licence, so he was unaware it required an additional licence. He was taken to the section 59 designation notice in the Applicant's bundle and asked whether he accepted the notice was publicly available: he replied that it was on Hounslow's website.

43. Mr Karia accepted the Property did not have an HMO licence during the Applicants' occupancy, which he said was an oversight. But he accepted the Property required a licence, and he submitted an application for an additional licence in around August/September 2024, having tried to do so unsuccessfully in March 2024 due to technical problems.

44. Mr Karia confirmed that while Mrs Karia is a joint owner of the Property, she has no involvement in managing the Property. However, he clarified that the bank account that rent is paid into by the Applicants is a joint account in both their names.

45. Mr Cairns asked Mr Karia about the condition of the studio, and about the photographs of the studio. Mr Karia explained the photographs were taken by his daughter when she visited the Property in December 2023. When asked whether Ms Carretero had given permission for Mr Karia or someone acting on his behalf to enter the studio, Mr Karia acknowledged that Ms Carretero refused, but he had given her the notice required under the tenancy, so was entitled to enter the studio. Mr Cairns put to him that in addition to providing notice, he also required Ms Carretero's consent, which Mr Karia disputed.

The Hearing

46. As stated, the final hearing was on 3rd September 2025.

47. The parties did not request an inspection of the Property by the Tribunal, and the Tribunal did not consider one was necessary or proportionate.

48. The Tribunal was provided with the following documents:

    48.1 A 156-page bundle from the Applicants;
    48.2 A 209-page bundle in reply from the Applicant, which included a skeleton argument, authorities an Order 1 application to rely on additional evidence, and additional documents responding to the Respondents' bundle; and
    48.3 A 934 -page bundle from the Respondents.

49. Both Applicants were represented by Mr Cairns. Mrs Karia did not attend the hearing. Mr Karia attended the hearing; he was not legally represented.

50. The hearing started late because Mr Karia was delayed in traffic.

51. At the start of the hearing, and before hearing any evidence, Mr Cairns applied to strike out any documentation Mr Karia sought to rely on which was without prejudice. Mr Karia objected to any documentation being struck out, he considered it was important for the Tribunal to understand the conduct that had been going on in the background. The Tribunal granted Mr Cairns request, explaining to Mr Karia that it would not be appropriate to see documents relating to confidential matters unless all parties agreed, which was not the case here.

The Issues

52. In light of the above, the issues for the Tribunal to determine are as follows:

    52.1 Whether the Respondents committed an offence under section 72(1) as a result of the following:
        (i) Whether any or all of the Respondents were in control of or managing the Property;
        (iii) Whether the Property is an HMO;
        (iv) Whether a licence was required for the Property; and
        (v) If so, whether there was a licence for the Property.

    52.2 If the elements of the offence at paragraphs 52.1(i) to 52.1(v) above are met in respect of any of the Respondents, during the period in which the offence was committed, did that Respondent(s) have a defence to the commission of the offence under section 72(4) and/or 72(5)?

    52.3 If an offence has been committed, the whole of the rent paid during the period of the offence.

    52.4 Whether the Respondents had been responsible for the cost of any utilities at the Property.

52.5 The severity of the offence.

52.6 Any relevant conduct of the Respondents, their financial circumstances, whether they have any previous convictions of a relevant offence, and the conduct of the Applicants to which the Tribunal should have regard in exercising its discretion as to the amount of the rent repayment order.

The Tribunal's Decision and Reasons

53. The Tribunal reached its decision after considering the parties' written and oral evidence, including documents referred to in that evidence, and taking into account its assessment of the evidence and documentation provided by the parties.

54. This determination does not refer to every matter raised by the parties, or every document the Tribunal reviewed or took into account in reaching its decision. However, this doesn't imply that any points raised or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, it was considered by the Tribunal.

55. The relevant legal provisions are set out in the Appendix to this decision.

The offence under section 72(1) Housing Act 2004

56. At the final hearing, Mr Karia stated he admitted the offence, which is reflected in part of his oral evidence (see paragraph 43 above). However, while he seems to admit the offence in respect of Ms Stewart, he maintained that Ms Carretero did not occupy the Property as a residence, which essentially disputes whether she is entitled to a rent repayment order. There is also no admission (or denial) from Mrs Karia

57. Nevertheless, we are satisfied that the Applicants have proved beyond reasonable doubt that all the elements of the offence under section 72(1) are proved in respect of both Mr and Mrs Karia, as set out at paragraphs 58 to 64 below.

58. We find that Mr and Mrs Karia were persons having control of the Property as defined by section 263(1), which states a person has control of premises where they receive the rack-rent, or would receive it if the premises were let out. In this case, the Applicants paid their rent into Mr and Mrs Karia's joint bank account, as confirmed by Mr Karia during cross examination.

59. Furthermore, we also find that Mr and Mrs Karia were persons managing the Property as defined by section 263(3), which states a person manages premises where they are an owner or lessee of the premises, and they receive the rack-rent either directly, or indirectly through an agent. Mr and Mrs

Karia are the freehold owners of the property, and as stated, the rent was paid into their joint bank account.

60. We are also satisfied beyond reasonable doubt that the Property meets the criteria of Hounslow's additional licensing scheme. Firstly, because Mr Karia concedes this point. Secondly, he applied for an HMO licence, which was granted. Thirdly, the notice stating the designation has been made is contained in the Applicants' bundle.

61. Furthermore, we are satisfied that the Property did not have a licence during the Applicant's occupancy. That is because Mr Karia accepts that it did not have a licence, and that position is supported by the e-mail exchange with the Applicants' representatives and Hounslow Council on 16th July 2024.

62. We consider both Applicants have proved beyond reasonable doubt that they are entitled to claim a rent repayment order. There was no dispute regarding Ms Stewart's residence, but Mr Karia argued Ms Carretero did not occupy the Property as her main residence. We do not accept that was the case during the period of the offence. Although Ms Carretero accepts she vacated on Property on 11th December 2023 and never returned to live there, there is no evidence to suggest she failed to occupy the Property as her main residence during the period the offence was committed. She states she was occupying the Property as a residence during that time, her evidence is corroborated by Ms Stewart's oral evidence, and she has also provided evidence of deliveries sent to her at the Property.

63. We are satisfied on the balance of probabilities that there is no reasonable excuse for managing and being in control of the Property without a licence. As stated, except for disputing whether the Property was Ms Carretero's main residence, Mr Karia effectively admitted the offence. Nonetheless we have considered this in any event, but we have concluded the matters put forward by Mr Karia do not amount to a reasonable excuse. In particular, we do not consider any failure by Hounslow to notify him that an additional licensing scheme was introduced amounts to a reasonable excuse. We consider it is a landlord's responsibility to ensure they are aware of, and are complying with, all regulatory requirements.

64. We also do not consider Mr Masuric informing Mr Karia in 2018 that the Property didn't need a licence amounts to a reasonable excuse. That happened in 2018, and the additional licencing scheme was introduced in 2020. It was Mr Karia's responsibility to ensure that he had kept up to date with any changes in the regulatory requirements.

Amount of the Rent Repayment Order

Relevant factors

65. In its decision in Acheampong v Roman and others [2022] UKUT 239 (LC), the Upper Tribunal recommended a four-stage approach to determine the

amount of the rent repayment order, that approach is summarised as follows:

65.1 Ascertain the whole of the rent for the relevant period;

65.2 Subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;

65.3 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 compared to other examples of the same type of offence; and

65.4 Consider whether any deduction from, or addition to, that figure should be made pursuant to section 44(4) of the 2016 Act in the light of the parties' conduct, the landlord's financial circumstances and whether the landlord has previously been convicted of an offence to which Chapter 4 of the 2016 Act applies.

66. We have adopted the approach recommended in Acheampong v Roman and others

The amount of the award

67. The Applicants are seeking repayment of the total amount of the rent they paid during the period in which the offence was committed, namely the period from 2nd November 2022 to 1st November 2023.

68. In fixing the appropriate sum the Tribunal had regard to Acheampong v Roman and others and the decision in Hallett v Parker [2022] UKUT 165 (LC). We have also taken into account that proper enforcement of licensing requirements against all landlords, good and bad, is necessary to ensure the general effectiveness of the licensing system and to deter evasion.

69. As also stated, we have found the period of the offence was 2nd November 2022 to 1st November 2023. The Applicants state this equates to a total rent repayment order of £16,800.

70. As stated, the rent paid was exclusive of bills, so no element of the rent paid is to be deducted on the basis that it represents payment for utilities.

71. We were also not provided with any evidence that Mr or Mrs Karia have previous convictions for a similar offence.

72. Regarding the seriousness of the offence in this application, namely being in control of or managing an HMO without a licence, we find this is at the lower end when compared to other offences for which a rent repayment order may be made.

73. We have also considered the seriousness of the offence compared to other cases of the same offence.

74. The mitigating features of the offence are that the offence was committed inadvertently and not deliberately. We are satisfied that Mr Karia was unaware that an additional licencing scheme was introduced, and we also accept his evidence that he has applied for licences when required for the other properties he rents out.

75. However, we consider there are a number of aggravating features in this case.

76. Firstly, we find that as a professional and longstanding landlord, Mr Karia should have been taken responsibility for ensuring that his knowledge about licensing in Hounslow was up to date, rather than relying on Hounslow to notify him of changes, which it is not obliged to do.

77. Secondly, we consider the period that the property was without a licence was protracted: Hounslow introduced the scheme in August 2020, but Mr Karia only successfully applied for a licence four years later, in around August/September 2024.

78. We consider the condition of the Property was unsatisfactory. Both Applicants complain the Property was cold and damp, the latter is supported by the inventory check out report carried out in July 2024. Dampness seems to have been a particular problem in Ms Stewart's room, where she described regularly having to clean mould, and that bedding would become damp if her bed was pushed up against the wall. Although we note the inventory did not refer to the Property being cold, the inventory was prepared in the middle of summer.

79. We are concerned that despite the number of properties Mr Karia owns, and that he has been a landlord for 30 years, he was unaware that he must obtain a tenant's prior consent in addition to providing reasonable notice before entering any demised premises. This resulted in his daughter trespassing on 18th December 2023 when she entered the studio after Ms Carretero expressly refused permission.

80. We found some of his e-mail communications to or about Ms Carretero to be belittling. For instance, the e-mail sent to Ms Carretero on 17th April 2024 was rude, and there were repeated threats to levy charges for arrangements for Ms Carretero to collect replacement keys, and if she did not vacate the Property by midday on 1st July 2024. We find both of these charges were unjustified. Although Mr Karia denies harassing Ms Carretero, we prefer her evidence. That is because it is supported by the number, and particularly the tone, of his e-mails.

81. Having regard to the check-out report dated 5th July 2024, the invoices provided for replacement furniture, allowing that the check in inventory

was not a professional independent inventory, allowing for the months that elapsed between Ms Carretero vacating the studio and the date of the report, we do not consider the of the studio condition warrants withholding the entire deposit. Mr Karia did not challenge Ms Carretero's evidence that the studio was not professionally cleaned before she moved in. He is also not entitled to deduct the full cost of any new furniture which replaced used furniture. We also do not consider Ms Carretero is liable for the cost of replacing the fridge freezer because we do not consider the rotting food is her fault.

82. However, we do not accept all complaints made by Ms Carretero regarding Mr Karia's behaviour are justified. We consider it unlikely that Mr Karia's daughter switched off the studio's fridge freezer in December 2023 causing the food to rot. We consider it is more likely than not that the power was disconnected due to the periodic electrical faults Ms Carretero reported. For completeness, we consider it is unlikely that Ms Carretero disconnected the power as Mr Karia claims, because there would be no credible explanation for her doing so.

83. We also prefer Mr Karia's account of the building work that took place in December 2023, and we do not accept Ms Carretero's account that this work was carried out 24 hours a day. Ms Stewart does not complain about this, and it is implausible that builders would work such hours.

84. As to the time that elapsed between the locks being changed on 8th April 2024 and Ms Carretero receiving the new keys on 20th April 2024, that would be an unacceptable amount of time if Ms Carretero had been sleeping every night in the studio. However, by then she states she had started renting temporary accommodation through Airbnb. That may have affected her availability to collect the keys earlier, noting that she was unavailable to collect them on 17th April 2024 which Mr Karia had offered. It is also not entirely clear from the written or oral evidence that either party is at fault for the time that elapsed. We conclude this is more likely to be due to difficulties coordinating availability.

85. Regarding the Applicants' conduct, we find they behaved appropriately, for instance, they paid their mutually agreed rent. We reject Mr Karia's claim that Ms Stewart failed to clean her room before vacating; the photographic evidence accompanying the spreadsheet inventory dated 4th April 2024 the shows room was satisfactorily cleaned. Although there is some mould on the wall that is more likely to be due to the cold and dampness, combined with Ms Stewart having vacated two months prior. We accept her evidence that she used to regularly clean mould when she lived her, because we consider the mould growth found after she vacated would have been more established if she had not done so.

86. Although Ms Carretero should have followed Mr Karia's direction regarding returning her keys when she vacated the studio on 1st July 2024, we do not consider that justifies reducing the amount of the rent repayment

order. She returned the keys, and she did so on the date mutually agreed (albeit Mr Karia requested their return earlier that day). Furthermore, leaving the keys in the Property and the door unlocked follows the arrangements Mr Karia had made on 8th April 2024.

87. As to the December 2023 photographs showing clutter in the studio, we do not consider untidiness or clutter *per se* is tenant misconduct. There is no evidence that this caused damage to the studio, and we also take into account that Ms Carretero explains she was depressed. As previously stated, we do not consider she was responsible for disconnecting the fridge freezer which caused food to rot and the consequent smell.

88. In the circumstances, we do not consider the Applicants' conduct justifies reducing the amount awarded.

89. Therefore, we have taken into account the parties' above conduct when deciding on the amount of the rent repayment order, and we have had regard to paragraphs 47 to 56 of the Upper Tribunal's decision in Newell v Abbott [2024] UKUT 181 (LC). Paragraph 47 of that decision includes the following:

"It is an important part of this Tribunal's function to promote consistent decision making. It is relevant therefore to consider those cases involving licensing offences in which the level of rent repayment has been determined by the Tribunal. Each case is different and in each case the decision maker must exercise their own discretion, but the pattern of decisions in other cases is a necessary point of reference and a relevant factor to which regard should be had"

90. From this, we considered the case summaries at paragraphs 48 to 56 of Newell v Abbott provide helpful guidance as to where in this case, the amount of the rent repayment order may lie, when compared to other cases. However, we are also mindful of the Deputy President's guidance that *"…each case is different and in each case the decision maker must exercise their own discretion…"*.

91. We have been guided by Williams v Parmer where an unlicensed HMO was in such poor condition it was unlikely a licence would have been granted, and the Tribunal ordered an RRO of 80% against the professional landlord. We were also guided by Simpson House 3 Ltd v Osserman [2022] UKUT 164 (LC), where an award of 80% was made against an investment company with a substantial property portfolio which had responded to complaints from tenants regarding disrepair by serving notice to quit and by making baseless threats to forfeit the tenants' deposits if they did not move out. Finally, we have been guided by Mr Newell's case. He was the landlord of a single property who had inadvertently breached licensing requirements, and provided accommodation of good standard. An award was made of 60% in that case, with the delay in obtaining a licence stated to be a factor.

92. We have not been provided with any evidence that Mr Karia has any similar previous convictions. Mr or Mrs Karia have not provided any evidence of his financial circumstances, therefore we do not consider a reduction in the award would be justified on those grounds.

93. Taking the above into account, and in light of the circumstances of the present case, we consider a rent repayment order of 65% for Ms Stewart, and for Ms Carretero 75% is justified. We consider this sufficiently reflects the severity of this offence when compared to other offences of the same type.

94. We therefore consider an award of 65% is appropriate in Ms Stewart's case having regard to Newell where 60% was awarded. Ms Stewart's award is slightly higher because the standard of the accommodation was not good and Mr Karia is a professional landlord.

95. We consider a 75% award in Ms Carretero's case is justified. We consider there are similarities with the Williams and Osserman cases. However, Mr Karia's invalid section 21 notice is likely to have had less impact than in Osserman, because Ms Carretero had vacated the Property and in fact never returned to live there. Furthermore, while the condition of the Property was unsatisfactory, it does not appear to have been as bad as in Williams.

96. Accordingly, the amount of the rent repayment order is £11,820.00, comprising:

    96.1 Ms Stewart is awarded 65% of £7,800 amounting to £5,070.00; and

    96.2 Ms Carretero is awarded 75% of £9,000 amounting to £6,750.00

97. The Tribunal reminds the parties that it does not have the power to order the payment of the rent repayment order. It can only determine the amount of the rent repayment order.

Name: Judge Tueje **Date:** 3rd November 2025

Rights of appeal

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

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

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

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

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

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

Appendix of Relevant Legislation Housing Act 2004

72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if–

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if–

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time–

(a) a notification had been duly given in respect of the house under section 62(1), or

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b) for permitting the person to occupy the house, or

(c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(7A) See also section 249A (financial penalties as alternative to prosecution for

certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(8) For the purposes of subsection (4) a notification or application is "effective" at a particular time if at that time it has not been withdrawn, and either–

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are–

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) *"relevant decision" means* a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to –

(a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to "an offence to which this Chapter applies" is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let to that landlord.

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

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if –

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

(b) the offence was committed in the period of 12 months ending with the day on which the application is made.

43 Making of a 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 had 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.

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

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.