



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

Case reference : LON/00AP/HMG/2025/0611.

Property : 166a Page Green Terrace, London N15
4NU.

Applicants : Izabela Karwowska and Jasveer Jagdev.

Representative : Justice for Tenants REF: 32503

Respondent : Richard Walker.

Representative : In person

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

Tribunal members : Judge H Carr
Mr Lewicki

**Date and venue of
hearing** : 2nd September 2025

Date of decision : 28th October 2025

DECISION

Decisions of the tribunal

- (1) The tribunal determines not to make a Rent Repayment Order.
- (2) The tribunal makes the determination as set out under the various headings in this decision.

The application

1. The Applicant tenants, Izabela Karwowska and Jasveer Jagdev, seek a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation 166a Page Green Terrace, London N 15 4NU the property.
2. The Applicants allege that the Respondent landlord has committed the offence of control or management of an unlicensed house under s.95(1) of the Housing Act 2004.
3. The Respondent is Mr Richard Walker, who is the leasehold owner of the property and the landlord named on the tenancy agreement.
4. The Applicants are seeking to recover £15,000 for the period 1st February 2023 – 31st January 2024.
5. The application was dated 19th January 2025 and received by the tribunal on 21st January 2025. Directions were issued in this matter on 4th April 2025. In response to an application from the respondent, not opposed by the applicants, it was determined on 25th March 2025, that the matter be heard as a video-hearing.

The hearing

6. The Applicants appeared at the hearing and were represented by Mr Peter Eliot from Justice for Tenants.
7. Mr Richard Walker appeared at the hearing via video link and represented himself. His wife was also in attendance.
8. There was an application from the Respondent to strike out the Applicants' Reply to his bundle on the grounds that its length exceeded that envisaged by the Directions and was prejudicial to the Respondent. The tribunal listened to arguments from both parties and determined not

to strike out the Reply on the basis that despite its length it did not substantially add to the information before the tribunal. The tribunal did however note the extensive documentation provided by both sides in the application, and cautioned the representatives of the Applicants against providing excessive documentation at the Reply stage of the process.

The background and chronology

9. The property is an unfurnished basement flat in a terraced house divided into three flats. The property has a separate entrance on the side of the building. There is a kitchen, a living room, a bedroom and a bathroom and access to the rear garden.
10. The Respondent is co-owner of the property with his wife. They also jointly own the freehold of the house together with the leaseholders of Flats 2 and 3.
11. The Applicants signed an Assured Shorthold tenancy agreement for a fixed term of 35 months and moved into the property on 1st October 2021. The agreed rent was £1250 pcm.
12. At the expiry of the 35 months the tenants asked to extend the tenancy agreement. The agent informed the Applicants that the landlord had decided to offer new 12 months tenancy at an increased rent. However the landlord changed his mind and gave the Applicants a s.21 notice.
13. The Applicants left the property on 1st September 2025.
14. The Respondent is named as the immediate Landlord on the tenancy agreement, is in receipt of the rent, and is the owner of the property as shown by the land registry title deed.

The issues

15. The issues that the tribunal must determine are;
 - (i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?
 - (ii) Does the Respondent have a 'reasonable excuse' defence?
 - (iii) What amount of RRO, if any, should the tribunal order?

- (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
- (b) What account must be taken of
 - (1) The conduct of the landlord
 - (2) The financial circumstances of the landlord:
 - (3) The conduct of the tenant?
- (iv) Should the tribunal refund the Applicants' application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?

The Applicants' evidence

Licensing

16. The Applicants say

- (i) The property is situated within the London Borough of Haringey and is within an area designated as a selective licensing area. Haringey's selective licensing scheme came into force on 17th November 2022 and will cease to be in force on 17th November 2027. The scheme covers several wards including South Tottenham, the ward within which the Property was situated. The property met the criteria to be licensed under the scheme and was not subject to any exemption.
- (ii) The appropriate licence was not held during the relevant period and the Respondent's application for a licence was made on 15th February 2024.

17. The Applicants produced email correspondence from Danina Ball, Licensing Processing Team Leader with the Private Sector Housing Team at Haringey Council dated 5th April 2024 which confirmed that the property did not have a licence, nor had a Temporary Exemption Notice

been received. The application for a licence was received on 15th February 2024.

The Respondent's evidence

18. The Respondent agreed that the property was unlicensed during the period of the Applicants' claim for a RRO.

The decision of the tribunal

19. The tribunal determines that the Respondent has committed the alleged offence.

The reasons for the decision of the tribunal

20. The tribunal relies on the evidence from the Applicants and the information provided by the local authority. The Respondent has admitted the offence.

Does the Respondent have a 'reasonable excuse' defence?

21. The Respondent argues that he has a reasonable excuse defence. He did not know that the property required licensing under the selective licensing scheme until February 2024 when he immediately applied for a licence.
22. The Respondent says that the property was his former home which he and his wife bought in 1989. It has been rented out from the time that he and his wife bought a family home. They did not sell the flat at that time because it was in negative equity. He and his wife and children left London to live in Finland in 2008 and whilst they sold their family home, they kept the flat.
23. He says he is not a professional landlord and that this is the only property he owns in the UK. For these reasons, throughout the period he has rented out the property he has engaged an agent to manage the property. Since 2018 he has used a local agent, Castles, which had a good reputation. Castles has staff accredited by ARLA, NAEA, the Property Ombudsman and the Tenancy Deposit Scheme. He engaged Castles at its highest level of service paying 15% of rental value because as he told the tribunal he takes his responsibilities as a landlord seriously and he knew they would be difficult to fulfil from such a long distance.
24. He agreed reluctantly to give the Applicants a 35-month tenancy. He would have preferred to give a 12 month tenancy but the Applicants wanted greater security.

25. At the commencement of the tenancy there was no requirement for the property to be licenced. He says that if he had given the tenants a 12 month tenancy he would have checked at the time of renewal that all the necessary arrangements were in place. He would have benefitted from Castles updated checklist for new tenancies which includes checking for selective licensing.
26. The Respondent says that his agent failed to inform him of his licensing obligations and that the agent should have been responsible for telling him he needed to apply for a licence.
27. The Respondent produced a document which he thought was evidence of the contractual arrangement between him and the agents. In fact the document produced was a statement of account.
28. The Respondent says that he asked his agent for evidence that it had failed to tell him of his licensing responsibilities. Unsurprisingly the agent did not agree that it had failed to inform him of his responsibilities. He produced a letter that the agent says it sent to all relevant landlords on its books. The Respondent denies receiving such a letter but he did admit on cross-examination that it might have gone to his junk mail.
29. He argues that he was involved in other legal proceedings and this distracted him from researching and fulfilling his licensing obligations. As soon as he became aware of the need for a licence he applied for one.
30. The other proceedings were to do with the failure of the other leaseholders in the house to fulfil their responsibilities. He says he was trying to manage risks to the property arising from insurance and fire precautions and the failure of the other leaseholders to take their responsibilities seriously. He found the litigation to be overwhelming but continued with it because he considered it was in the best interests of everyone in the property, including his tenants. The relationship between the joint freeholders had broken down which caused continuous difficulties.
31. He also argues that the tenants should have informed him of the selective licensing scheme and he points to Ms Karwowska's experience of landlord/tenant law.
32. The Applicants argue that the Respondent should not have prioritised other legal proceedings. They also say that he had a responsibility to keep up with his legal obligations as a landlord even when he is out of the country. They point out that as he has internet access there is no barrier to him doing this. Moreover they say that the regulations enabling local authorities to introduce Selective Licencing were enacted in 2006, prior to the Respondent leaving the country.

33. The Applicants also say that the Respondent has failed to provide evidence that the agents had a contractual obligation in connection with licencing.
34. The Applicants suggest that the Respondent took a more active role in the management of the property than his arguments suggest. They pointed out that he arranged for the gas safety certification, for instance, which suggests he has not delegated all his responsibilities to the agent. As that was the case, he should have taken the same responsible attitude to licensing.
35. The Respondent said that the reason he organised the gas safety certification was because it had been his home and he wanted the gas engineer who was familiar with the boiler system to continue to maintain it and provide certification, rather than rely on a gas engineer chosen by the agents who had no familiarity with the property. He pointed out that Castles sent him reminders of his gas safety responsibilities on an annual basis, which it failed to do in connection with selective licensing.
36. The tribunal notes that the tenants agreed that when they needed repairs doing or had any problems they contacted the agents.
37. In submissions Mr Eliot sought to distinguish between the current case and
38. Mr Eliot also argued that the Respondent had failed to prove that there was not a dual responsibility for licensing arrangements.

Decision of the tribunal

39. The tribunal determines that the Respondent has a reasonable excuse defence.

The reasons for the decision of the tribunal

40. The tribunal has paid close attention to the decision of the Upper Tribunal in *Marigold v Wells* [2023] UKUT 33 (LC), in deciding what approach it should take when considering a defence of reasonable excuse. In that case Martin Rodger KC, Deputy Chamber President said that the proper approach, derived from the approach of tax tribunals, was for the tribunal to ask itself three questions :- (i) what were the facts on which the Respondent was relying in putting forward its defence of reasonable excuse (ii) which of those facts were proven and (iii) whether viewed objectively the proven facts provided an objectively reasonable excuse for the conduct of the appellant, taking into account their experience and other relevant circumstances.

41. The tribunal has also paid attention to *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC) in which the Upper Tribunal applied the approach to reasonable excuse defences that it articulated in *Marigold*.
42. The Respondent is relying on the following facts to substantiate his reasonable excuse defence:
- (i) He did not know that the property required licencing.
 - (ii) He has lived abroad for a long time and he is not a professional landlord.
 - (iii) The property is his former family home and he does not own any other property in the UK.
 - (iv) When he started renting out the property he engaged a reputable agent who he believed had responsibility for informing him of licensing requirements. Since 2018 he has engaged Castles. He engaged them on their highest tier of service – full management with rental warranty – despite the availability of cheaper alternatives. He paid them a management fee of 15% of the rental.
 - (v) The agent failed to inform him of the selective licensing scheme which was introduced in the borough 13 months after the commencement of the tenancy agreement.
 - (vi) He was involved in complex litigation with the other leaseholders in the property designed in part to protect his tenants.
 - (vii) The tenants failed to inform him of the need for a licence despite the fact that Ms Karwoska worked in property management
43. In deciding which of these facts relied upon by the Respondent is proven, the tribunal determined that the Respondent was an honest witness who gave credible evidence. For instance he provided a copy of the letter that his agents said they had sent to him informing him of the requirements for selective licensing.
44. There was no dispute between the parties that the Respondent did not know about the selective licensing scheme introduced by Haringey in 2022. The Applicants' argument is that he should have known.

45. Nor is there any dispute that the Respondent lived abroad and had engaged an agent to manage the property.
46. There does not appear to be a dispute about the litigation that the Respondent was involved in, although the Applicants dispute its relevance.
47. The tribunal does have to determine whether the agent had responsibility for ensuring that the landlord was aware of licencing requirements.
48. The tribunal notes that the Respondent failed to produce a copy of the agreement with the managing agent demonstrating that informing the Respondent of licensing requirements was the responsibility of the agent.
49. He did produce an account which demonstrated that he paid the highest level of fees for services provided by Castles. This is provided at page 411 of the Respondent's bundle. It is headed Managed plus Warranty. The tribunal infers from this evidence that the landlord had contracted for a service which required the agent to keep the landlord abreast of all its legal responsibilities.
50. The letter that the Respondent produced which is the letter that the agents says it sent to the Respondent is relevant here. That letter is dated 2nd November 2022 and is a generic letter addressed to landlords and notifying the landlords of the introduction of selective licensing in a number of wards. That letter corroborates the fact that the Respondent had contracted for the higher level of service. On that basis the tribunal determines on the balance of probabilities that the agreement between the Respondent and his managing agents was that it would inform him of licensing requirements.
51. The Respondent told the tribunal that he never received the letter. Castles provided no evidence that he had received the letter, which the tribunal would have expected it would do, if it wished to demonstrate that it had been sent to the Respondent. The tribunal determines, on the balance of probabilities, that the agent failed to inform the Respondent of the requirement to licence. It relies on the evidence of the Respondent who it found to be a credible witness who provided a full account of his relationship with the agents.
52. Having decided the facts the tribunal must then take the third step required of it in connection with reasonable excuse defences, i.e. it has to decide whether, viewed objectively the proven facts provided an objectively reasonable excuse for the conduct of the Respondent, taking into account his experience and other relevant circumstances.

53. In this case the tribunal determines that viewed objectively the proven facts do provide an objectively reasonable excuse. This is for the following reasons

- (i) It is an objectively reasonable excuse to be unaware of the implementation of a selective licensing scheme when you are resident abroad, you are not a professional landlord, you have engaged a reputable agent at some considerable expense, to take responsibility for the property, the selective licensing scheme only came into force 13 months after the commencement of the tenancy and the agent fails to inform you of the requirement.

54. The tribunal also considers that the Respondent's involvement in complex litigation about the property was a relevant circumstance for reasonable excuse, which, whilst it may well not have sufficed as a reasonable excuse in itself, contributed to the situation in which the Respondent found himself.

55. The tribunal distinguishes the individual circumstances of the Respondent in this case, from those of the Appellant in *Newell and Abbot*, where the landlord took a minimalist management approach to the management of his property and had failed to put proper arrangements in place for him to receive information from the council about licensing. In contrast the Respondent has taken a conscientious and responsible attitude to the management of the property.

56. It notes that the Upper Tribunal in *Aytan v Moore* and others [2022] UKUT 27 (LC) made the following observation about reliance on agents,

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."

57. In this instance we have determined that there was a contractual obligation to keep the landlord informed, and the landlord lived abroad.

58. As the tribunal has determined that the Respondent has the benefit of a reasonable excuse defence, it determines not to make an order that the

Respondent reimburse the Applicants for their application and hearing fees.

59. Although the tribunal has determined that the Respondent has a reasonable excuse, for the avoidance of doubt the tribunal has determined what level of RRO it would have awarded if it had not found that the Respondent had a reasonable excuse defence. That amount is £3750.
60. The following paragraphs explain its decision on quantum.

The maximum amount of the RRO which can be ordered

61. The period for which the RRO is sought is 1st February 2023 to 31st January 2024.
62. The Applicants provided evidence of the payment of the rent during the period of claim. The rent paid totalled £15000.
63. The Applicants confirmed that neither of them was in receipt of a housing element of Universal Credit or Housing Benefit.
64. The tribunal found that the maximum RRO it could award was £15,000.

Other arguments concerning the amount of the RRO to be awarded.

65. The Applicants argue that no deductions should be made from the rent for utilities. They paid all the bills themselves throughout the period of the tenancy including council tax and TV licence.
66. The Applicants submit that the appropriate amount of an RRO would be the full amount claimed.
67. The Applicants argue that their conduct has been good. They paid their rent on time. They kept the property in very good condition and the agent thanked them for being great tenants.
68. The Applicants argue that the condition of the property was poor
 - (i) In January 2024 a leak from the upstairs flat led to an issue with the boiler and meant they had no heating, lights and hot water for four weeks. The Respondent delayed carrying out the work because he was in dispute with the owner of the upstairs flat. Being

without heating and hot water in the coldest months of the year was very difficult. This led to the Applicants contacting the council who required the landlord to obtain the necessary licence and complete the repairs. The situation was resolved in March 2024 following the council's intervention.

- (ii) Throughout the tenancy the property had mould which was reported to the agent but the Applicants cleaned the mould themselves and the Respondent did nothing to resolve the situation.

69. In response the Respondent says

- (i) He was not responsible for the leak to the property, he offered portable electric heaters to the Applicants which they refused, he reduced the rent for the relevant period because of excess electricity costs which were the result of using a borrowed electric heater.
- (ii) Whilst he acknowledges that there was a delay in carrying out the necessary repairs, he says that it would have been irresponsible to do work to the property until he was sure that it was safe for work to be carried out. This was because the leak affected electrical components near the boiler and extractor fan, causing the kitchen light to flicker and visible water ingress. The Respondent was unwilling, because of the breakdown in the relationship with the other lessees, to accept the assurances of the owner of Flat 2 that she had turned off the water. Once the owner of Flat 2 provided evidence to the insurers confirming the leak had been fixed, Castles arranged for an electrician to carry out a safety check. Following the issue of an electrical safety certificate the boiler was replaced.
- (iii) The agents carried out regular property inspections and reported no mould to the property. He was aware that as the flat was a basement flat it was prone to damp and for that reason he stipulated that clothes were not to be dried at the property. He also provided a dehumidifier to get rid of damp.

70. The Applicants argue that the Respondent's conduct was poor

- (i) The Respondent served an unsigned s.21 notice.

- (ii) He breached local authority licence conditions
- (iii) He failed to keep abreast of his legal obligations
- (iv) The offence was prolonged

71. The Respondent claims that the Applicants' conduct was poor

- (i) The Respondent considers that Ms Karwowska's expertise in property meant that she was fully aware of the need for a licence and he suggests that she has not acted in good faith.
- (ii) He argues that the tenants deliberately withheld relevant information from the landlord and failed to report issues to the local authority in a timely manner
- (iii) The Applicants were in rent arrears in March and August 2024

72. In response the Applicants say that Ms Karwowska's role in lettings does not give her an expertise in selective licensing and that it is inappropriate for the Respondent to blame the Applicants for his failures. The rent arrears were for a very short period of time and the rent arrears in March 2024 were because of the problems the Applicants were facing in getting repairs done.

73. The Respondent says that his conduct was good

- (i) He had proactive property management procedures in place including regular property inspections which ensured he was promptly informed of any problems in the property.
- (ii) The property was well maintained and above the standard normally found at this market level. He agreed to a longer tenancy term, which was not in his interests and he says that he let the property below market rent. He provided evidence of regular expenditure on the maintenance of the property. He also provided evidence that market rents had increased in Haringey, particularly after the pandemic, but that he did not raise the rent.
- (iii) He had in place a full management contract for which he paid a premium price.

- (iv) All statutorily required certifications were in place.
 - (v) He applied for a selective licence the day after he was informed of the need for one by the local authority.
74. In addition the landlord says that he is not a professional landlord, only owning one property in London which was formerly the family home. He also points out that at the time of the commencement of the letting there was no requirement for a licence, the selective licencing scheme only coming into force on 17th November 2022.
75. The Respondent points out that the property is a basement flat and that it is prone to damp and cold. As a result of this he made it a condition of the tenancy that no clothes were to be dried at the property, and he provided a dehumidifier to deal with any damp issues.

The decision of the tribunal

76. The tribunal determines that if it had not determined that the Respondent had a reasonable excuse defence it would have determined to award a RRO at 25% of the maximum RRO payable ie £3750.

The reasons for the decision of the tribunal

77. There is extensive case law on how the tribunal should reach a decision on quantum of a rent repayment order. In reaching its decision in this case the tribunal has been guided by the very helpful review of the decisions in the Upper Tribunal decision *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC).
78. *Acheampong v Roman* (2022) UKUT 239 (LC) established a four stage approach which the tribunal must adopt when assessing the amount of any order. The tribunal in this case has already taken the first two steps that the authorities require by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant. The figure in this case is £15,000.
79. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.
80. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.

81. In this case the tribunal considered that the case is a minor example of one of the less serious offences in which a rent repayment order may be made.
82. The reasons for this are as follows:
- (i) The matters that the tribunal took into account in determining that the Respondent had a reasonable excuse defence would, if the tribunal is found to be wrong about the reasonable excuse defence, be matters that it takes into account as mitigating the seriousness of the offence.
 - (ii) It takes particular account of the fact that the failure to licence was in connection with a selective licensing scheme which came into effect during the course of the tenancy, that the property was well maintained and the landlord was an attentive landlord.
83. The tribunal also notes that the Applicants were keen to continue to live in the property. They explained that this was because they liked the area and were familiar with it, and the tribunal accepts that explanation. However it also suggests that the conditions in the property were not significantly poor.
84. The tribunal decided not to reduce the amount payable because of the conduct of the Applicants. There was no evidence to support any allegation that the Applicants' conduct was anything but good. In particular there is no evidence to support that the Applicants exploited any knowledge of the law or acted in bad faith in making the Application. It has also ignored any allegations about the fox problem or the overgrown ivy as it does not consider these to be relevant. The failure to pay rent following the leak was an understandable response to the difficulties in which the Applicants found themselves, and those rent arrears were cleared speedily.
85. The tribunal has decided not to increase the amount payable because of the conduct of the landlord. The Applicants suffered problems because of the leak from the upstairs property. However that leak was not the responsibility of the Respondent. In addition, although there was a delay in getting works done following the leak, that delay was explained by a need to ensure that insurance would cover the costs and that it was safe for works to be carried out.
86. The tribunal also accepts that the reason the Respondent terminated the tenancy was not in retaliation for the tenants contacting the local authority but because renovation works needed to be carried out which required the property to be empty.

87. The tribunal notes that the property suffered from condensation damp and mould. However it notes that the property inspections did not reveal this as a problem, and that the landlord had taken pre-emptive action to prevent the problem arising, providing a dehumidifier and stipulating that damp clothes should not be dried in the property. It accepts that the Applicants took care to remove mould before inspections but considers that if the problem had been significant they would have informed the agents of its persistence and the need to take further action.
88. The tribunal considers that the failure to sign the s.21 notice was a minor failure.
89. Although the Applicants argue that the offence was prolonged, the tribunal does not consider that the length of the offence was such that it should operate to increase the level of the RRO. For the 35 month period of the tenancy, the property was unlicensed only for a period of 15 months.
90. If the tribunal is wrong about the reasonable excuse defence, it would also order that the Respondent reimburse the Applicants for their hearing fees in this matter totalling £330.

Name: Judge H Carr

Date: 28th October 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).