FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AL/HML/2025/0705**
Property	**:**	**195 Woolwich Road, London SE10 0RJ**
Applicants	**:**	**Ms Abigail Bonds** **Mr David Graham** **Ms Teddy Clarke** **Ms Maizie Laughton** **Ms Elizabeth Allison**
Representative	**:**	**In person, save for Mr Graham. Ms Bonds represented Mr Graham**
Respondents	**:**	**Ms Lisa Jane Goobey** **Mr Jon Bruns**
Representative	**:**	**Ms Goobey in person and representing Mr Bruns**
Type of Application	**:**	**Application for a rent repayment order by tenants**
Tribunal Members	**:**	**Tribunal Judge Prof R Percival** **Mr J Reichel MRICS**
Date and venue of Hearing	**:**	**15 October 2025** **10 Alfred Place**
Date of Decision	**:**	**4 November 2025**

DECISION

Orders

(1) The Tribunal makes a rent repayment orders against the Respondents to each of the Applicants, to be divided between them on the basis of the their proportionate payments of rent and subject to the deduction of the housing element of Universal Credit in the case of Mr Graham, to be paid within 28 days, in the sum of £5,300.

(2) The Tribunal orders under Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, rule 13(2) that the Respondent reimburse the Applicants together the application and hearing fees in respect of this application in the sum of £337.

The application

1. On 17 December 2024, the Tribunal received an application under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for Rent Repayment Orders ("RROs") under Part 2, Chapter 4 of the Housing and Planning Act 2016. Directions were given on 16 May 2024.

The hearing

Introductory

2. The Applicants Ms Bonds, Ms Clarke, Ms Laughton and Ms Allison appeared in person. Ms Bonds largely spoke for them, and represented Mr Graham, who could not attend. Ms Goobey appeared in person and represented Mr Jon Bruns. She was accompanied by Mr Kieran Bruns, who assisted with submissions and provided some informal factual evidence.

3. The property is a four bedroom flat or maisonette on two floors, part of a larger low rise block.

The alleged criminal offence

4. The Applicants allege that the Respondent was guilty of the having control of, or managing, an unlicensed house in multiple occupation contrary to Housing Act 2004 ("the 2004 Act"), section 72(1). The offence is set out in Housing and Planning Act 2016, section 40(3), as one of the offences which, if committed, allows the Tribunal to make a rent repayment order under Part 2, chapter 4 of the 2016 Act.

5. It was not clear at the outset what the licensing history of the property was. By the end of the hearing, the following was clear. The Council issued a three year licence under the Council's then-obtaining additional licensing scheme on 16 October 2019. At the time, the property was let to four people in more than two households. In 2022,

Ms Goobey said she tried to renew the licence on-line, but the relevant section of the Council's website explained that the Council was reviewing its licensing system.

6. Ms Goobey subsequently received a letter dated 30 September 2022. That referred to the fact that the additional scheme had ceased on 30 September 2022, and that the Council was proposing a new scheme, effective from April 2023, subject to consultation. It went on

> "In order to ease the burden on landlords, pending a further scheme being introduced, the Royal Borough extended your Additional HMO license for the full 5 year period from the original date of issue.
>
> This means, that should a further scheme be adopted, there will be no requirement to apply again and you will be able to renew your license at the 5 year expiry date, saving on costs. This will not apply to licenses which would have fallen due for renewal in the period during which no scheme is in place. A new application will need to be made at the commencement date of any new scheme which may be approved."

7. Towards the end of the letter, this text appears:

> "**Please note** that whilst no Additional Licensing scheme is in place, there remains a requirement for Mandatory HMOs (5 or more unrelated tenants) to be licensed."

8. At the time that the licensing issue became live, and in particular at and after a visit to the property by an environment health officer on 9 December 2024, Mrs Goobey was aware that she had received a letter relating to the period during which the licence issued in 2019 elapsed, but could not find it. Her evidence was that a copy of the letter was eventually produced (after efforts by both Mrs Goobey and the EHO) by the Council.

9. The property was let to the current applicants – five occupants in two or more households – on 13 September 2023.

10. The Applicants' case was that the property was subject to a requirement for an HMO licence. The Council informed the Applicants that the license on the property elapsed on 16 October 2024.

11. We note that, on the face of the letter of 30 September 2022, the licence was one of those which elapsed during the period when no scheme was in place, such that the landlord should have applied for a new licence when the new additional licensing scheme was in place (presumably from or after April 2023). However, it is clear that the licence was, in fact, one of those in respect of which, contrary to the position set out in the letter, the Council extended the licence for five years from the initial

date of issue, whether in error or as a result of a later change of policy, or despite the Council's general policy.

12. The position, was, then, that the property was licensed under the additional scheme until 16 October 2024, but was occupied in circumstances that would have required a mandatory licence from 13 September 2023.

13. The Respondent accepted that she did not hold a licence after 16 October 2024. She applied for a new licence on 4 April 2025. The property had not been occupied between then and the time the Applicants left on 26 March 2025. Her account of the facts was, however, such as to raise a potential reasonable excuse defence.

14. The Respondent's evidence was that she must have misunderstood the import of the letter of 22 September 2022. Although it says that the extension was for five years from the issue date of the first licence, she understood the position to be that she had been given a new, three year licence as of the expiry date of the initial licence. She accordingly diarised the need to apply for a new licence as arising in September 2025.

15. Ms Goobey's evidence was that the letter arrived at a time of great disruption and upset in her life as a result of very serious health problems suffered by her long term partner, Mr Jon Bruns. She provided evidence, in the form of a detailed discharge report from the Thames Brain Injury Rehabilitation Unit of the Huntercombe Group, a private medical company operating under contracts with the NHS.

16. Following an incident of respiratory arrest and intercranial haemorrhage on 25 June 2021, Mr Bruns suffered long term, severe brain injury. He was admitted to the Rehabilitation Unit on 27 August 2021, and discharged on 15 February 2022. Ms Goobey's evidence was that he had to be discharged at that point, because the maximum stay was six months, but he was not fully rehabilitated. He continued to have very poor memory loss.

17. Mr Bruns and Ms Goobey, she said, had always operated as a team, including in relation to running the property. At the time of the letter, she was still adapting to what she referred to as "the new normal", that is, dealing with Mr Bruns severe memory loss while he was at home.

18. Ms Goobey said that she used her company, Property Liaisons of London Ltd, through which to manage the property. Mr Kieran Bruns is the company's property manager, and it was he who was primarily responsible for liaison with the tenants of this property, arranging repairs and so on. We were told that Property Liaisons had about 115 to 120 properties under management. The company manages individual

tenancies of residential properties for landlords – Mr Kieran Bruns told us that they did not manage blocks for freeholders. We understood the figures given above to relate to what was described as the full management service provided by the company. They also provide a lettings service, limited to finding tenants.

19. We were told that part of the full service involved dealing with compliance matters such as ensuring that gas safety certificates, electrical installation condition reports and so on were in place, and that that included HMO licenses. Ms Goobey said that the onus remained with the landlords to procure the licenses and certificates, and then provide copies of them to the company. We did not have their standard contractual terms before us, but Ms Goobey said their terms did not go so far as to include a disclaimer term in relation to liability for an HMO licence.

20. In terms of keeping up to date with their legal requirements, we were told that they received information from the licensing department of Tower Hamlets Borough Council. The company's offices were in Tower Hamlets, as were all of the properties under their management (ie other than the instant property). The Company was also a member of the National Residential Landlords Association.

21. The Tribunal asked Ms Goobey and Mr Kieran Bruns about their understanding of HMO licensing. Our impression is that their understanding of the licensing regime was limited, and that, in particular, they had no real understanding of the nature of mandatory licensing. Most of the properties they managed, they said, were smaller than would give rise to a requirement for mandatory licensing.

22. The proper approach to considering a reasonable excuse defence is set out in the case of *Marigold v Wells* [2023] UKUT 33 (LC), [2023] HLR 27. The Upper Tribunal (Lands Chamber) relied on and endorsed the guidance in *Perrin v HMRC* [2018] UKUT 156 (TCC), quoting from paragraph [81] of that case as helpful guidance that was equally applicable to property management and licensing:

> "When considering a "reasonable excuse" defence, therefore, in our view the FTT can usefully approach matters in the following way:
> (1) First, establish what facts the taxpayer asserts give rise to a reasonable excuse (this may include the belief, acts or omissions of the taxpayer or any other person, the taxpayer's own experience or relevant attributes, the situation of the taxpayer at any relevant time and any other relevant external facts).
> (2) Second, decide which of those facts are proven.
> (3) Third, decide whether, viewed objectively, those proven facts do indeed amount to an objectively reasonable excuse for the default and the time when that objectively reasonable

excuse ceased. In doing so, it should take into account the experience and other relevant attributes of the taxpayer and the situation in which the taxpayer found himself at the relevant time or times. It might assist the FTT, in this context, to ask itself the question 'was what the taxpayer did (or omitted to do or believed) objectively reasonable for this taxpayer in those circumstances?'"

23. For "taxpayer", read "landlord" in our context.

24. The objective facts of what happened in relation to the licensing of the property are not contested. The licensing situation is as we have set it out above.

25. Insofar as these facts give rise to the possibility of a reasonable excuse, they require us to conclude two things.

26. First, that it was, in the personal circumstances in which the Respondents found themselves, objectively reasonable for Ms Goobey to have (wrongly) concluded that the Council had given her a three year extension, or renewal, of the additional scheme licence in September 2022. We believe Ms Goobey that she did, genuinely, come to that erroneous assumption. The letter itself is, taken as a whole, not terribly clear in some respects, but the section relating to the extension, for five years from date of issue, is tolerably clear. We also believe Ms Goobey when she says that she lost the letter, and that she (and the EHO) made strenuous efforts to secure a copy from the Council.

27. She made a mistake, and lost the letter. When considering whether that was objectively reasonable, we must take into account the very serious condition in which Mr Bruns had returned home, and the effect that had on Ms Goobey, both in personal and emotional terms, and in professional terms, given that Mr Bruns, her co-owner of the leasehold and co-Respondent, had also been her partner in the rental business.

28. It is true that "the new normal" had obtained for several months by the time of the September letter, but nonetheless we accept Ms Goobey's evidence that she was still "scatty" as a result. While it is a close and difficult assessment, we are just persuaded on the balance of probabilities by the Respondent that there was, at that point, a reasonable excuse.

29. However, we consider we must also be persuaded that it was objectively reasonable for Ms Goobey to fail to be aware that the number of tenants gave rise to liability for mandatory licensing at the time that the Applicants entered into occupation. We explain our reasoning, which requires some findings as to what facts would have obtained if certain steps had been taken by Ms Goobey.

30. Mrs Goobey owned two properties with her partner. These were managed through her management company. She confirmed that the company's contractual arrangements with landlords put the onus of HMO licencing on the landlords. So (whether there was ever a real contract between the Respondents and the company or not), the standard practice as operated by the company was that it was the landlord which was responsible for maintaining the HMO licence on the property.

31. If Ms Goobey had realised at that time (13 September 2023) that the new tenancy crossed the threshold for a mandatory licence, she would no doubt have approached the Council to secure a mandatory licence, or at least, to make enquiries as to the licencing status of the property in these circumstances. Had she done so, it is more likely than not that she would at least have been put on notice that the current (additional) licence ran out in 16 October 2024. Even if the Council themselves would not have been properly aware of the letter of 30 September 2022 (which, given their initial inability to find a copy, seems possible), they had recorded that a licence was in place until that date, because they subsequently told the Applicants that that was the case.

32. It appears that the Council assumed throughout that the property was liable for additional licencing, not mandatory licencing, or at least there is nothing in the evidence to suggest that the issue was brought up by the Council when their EHO became involved.

33. Our understanding is that the property should have been licensed under Part 2 of the Housing Act 2004 – a mandatory licence – from 13 September 2023. The currently obtaining description of an HMO requiring mandatory licensing was introduced by the Licensing of Homes in Multiple Occupation (Prescribed Description) (England) Order 2018. Article 5, which is headed "transitional provision", provides that an additional licence (ie one issued under Part 3 of the 2004 Act) is deemed to satisfy the new requirement for a Part 2 mandatory licence, but only if the part 3 licence was issued before 1 October 2018. That is not the case here.

34. But given the lack of any evidence of an awareness of the necessity for a mandatory, rather than additional, licence by the Council, we do not think that we can conclude on the balance of probabilities that, had enquiries been made, the Council would have done other than simply say that she was licenced until 16 October 2024.

35. Where this leads us in terms of reasonable excuse is as follows. The *Marigold/Perrin* approach states that, in considering whether the facts give rise to an *objectively* reasonable excuse, we "should take into account the experience and other relevant attributes of the [landlord] and the situation in which the taxpayer found himself".

36. Ms Goobey was the proprietor of a company engaged in substantial management of residential properties, many of which would give rise to HMO licencing, on her own evidence. Also on her evidence, she ran the property through that company. We do not think that the level of ignorance of HMO licencing evident from her evidence, particularly of the mandatory licencing threshold, is reasonable in someone in her position. Anyone professionally concerned in this market should at least understand the difference between additional, mandatory and selective licencing, including particularly the one geographically universal feature, the threshold for mandatory HMO licensing.

37. Had Ms Goobey been aware of that threshold, as she should have been, she would have approached the council by (at the latest) the date the Applicants moved in, 13 September 2023.

38. But we have found on the balance of probabilities (or at least, we cannot exclude it to that standard of proof), as a (hypothetical) fact, that the Council would have told her, had she made enquiries, that she was licensed until 16 October 2024. Had that happened, we consider that an unequivocal statement by the Council responsible for issuing licences would be an objectively reasonable excuse for her not insisting on the Council issuing a mandatory licence. That reasonable excuse, we find, operated from 13 September 2023 to 16 October 2024.

39. After 16 October 2024, a date she would have been aware of had she acted in the objectively reasonable way, she would not have a reasonable excuse.

40. We established from the parties that it was not contested that the property was the Applicants only home during the relevant period.

41. Accordingly, we find beyond a reasonable doubt that the offence under section 72(1) was committed between 16 October 2024 and 26 March 2025.

The amount of the RRO

42. It was not suggested that we should exercise our exceptional discretion not to make an RRO, once we had rejected the reasonable excuse submission, and we see no reason to do so.

43. In considering the amount of an RRO, the Tribunal will take the approach set out in *Acheampong v Roman and Others* [2022] UKUT 239 (LC) at paragraph [20]:

> "The following approach 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 payment for utilities that only benefited the tenant, for example gas, electricity and internet access. ...
> (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 compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
> (d) Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4)."

44. We add that at stage (d), it is also appropriate to consider any other of the circumstances of the case that the Tribunal considers relevant.

45. In respect of the relationship between stages (c) and (d), in *Acheampong* Judge Cooke went on to say at paragraph [21]

> "I would add that step (c) above is part of what is required under section 44(4)(a) [conduct of the parties]. It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked."

46. As to stage (a), by sections 44(2) and (3) of the 2016 Act, the maximum possible RRO is the rent paid during a period of up to 12 months, minus any universal credit (or Housing Benefit – section 51) paid during that period.

47. In this case, the relevant period was five months and ten days. We went through a process with the parties to determine the total rent paid during that period. Mr Graham was in receipt of the housing element of Universal Credit for a period, receiving a sum of £650. The Applicants expressed a preference for us to make a global RRO, to be distributed in accordance with their respective contributions to the rent (and subject to Mr Graham's benefit payment). We agreed to do so. The figure was not contested by the Respondent.

48. The maximum possible RRO is £13,229.

49. In accordance with the tenancy agreement, the Applicants paid the utilities, so there is nothing to deduct at stage (b).

50. In assessing the seriousness starting point under stage (c), there are two axes of seriousness. The first is the seriousness of the offence, compared to the other offences specified in section 41 of the 2004 Act. The offence under section 72(1) is significantly less serious than those in rows 1, 2 and 7 in the table in section 40 of the 2016 Act, and we take that into account (see *Ficcara v James* [2021] UKUT 38 (LC), paragraphs [32] and [50]: *Hallet v Parker* [2022] UKUT 239 (LC), paragraph [30]; *Daff v Gyalui* [2023] UKUT 134 (LC), paragraphs [48] to [49] and the discussion in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC), paragraphs [34] to [39]).

51. We turn to the seriousness of the offence committed by the Respondents compared to other offences against section 72(1). To the extent that disrepair issues can also be said to relate to the conduct of the landlord, we deal with them here, rather than at stage (d), for the reasons given by Judge Cooke in *Acheampong* at paragraph [21], and set out above.

52. We do so mindful of what the Deputy President said in *Newell* at paragraph [61]:

> "The Tribunal has said in the past that it is not possible to be prescriptive about the sort of conduct which might potentially be relevant under section 44(4), 2016 Act (see *Kowalek*, at paragraph [38]). But that should not be taken as an invitation to landlords and tenants to identify every possible example of less than perfect behaviour to add to the tribunal scales in the hope of increasing or reducing the penalty. When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases ... has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two."

53. We think two issues of disrepair do, in the Deputy President's words, move the dial. They were either largely or solely outside the relevant period in respect of the calculation of the RRO. They thus largely fall to be considered under the conduct of the landlord, which strictly falls under stage (d), but, for the reasons given by Judge Cooke in paragraph

[21] of *Acheampong*, quoted above, we deal with them here. We do not, of course, double count them at stage (d).

54. The first of those is the state of repair of the venting system. The property has a system of vents in the main rooms, which ventilate the flat by means of a motorised air pump. As soon as the Applicants moved in, they found the noise made by the system to be excessive, to the extent that it was difficult to sleep. It was not contested that the handyman who worked for Property Liaisons, Peter, was informed, and that at an early stage he found that one vent was not working because a wire had become detached. He re-attached the wire. That, however, was not, on the Applicants evidence, the main issue. Rather, their concern was initially with the noise, and thereafter that the system was not ventilating the property adequately. As a result, they suffered from mould growth. The bundle contained some photographs showing some evident mould, although not of a very serious extent.

55. The Applicants evidence was that they continued to chase the landlord in relation to the vent problems. As we understood it, the Respondent's position was that there had not been continuing complaints between January 2024 (when Peter reconnected the loose wire) to late August 2024.

56. The Respondent's evidence was that they had initially thought that there was a single system that served the whole block, and made enquiries of other leaseholders. Eventually, it became apparent that that was not so. In due course, they managed to identify and contract with a specialist company who were capable of repairing/maintaining the vent system. That company inspected the system in November 2024, and finally serviced and repaired it in December 2024. We did not understand it to be contested that the specialist company said that the system was operating at no more than 50% efficiency, and that the vent openings themselves, when inspected, were seriously affected by mould.

57. The only real factual issue was whether there was a period from January to August 2024 when there were no complaints or follow up communications from the Applicants or not. We do not think this makes a great deal of difference. The fact is that for over a year, the ventilation system installed in the flat was not properly maintained, and that this had some effect (if not at the worst end of the scale) in terms of mould problems.

58. The second dial-turning issue related to the lavatory in the communal bathroom. In October 2023, Ms Clarke broke the lavatory bowl. Her responsibility was not contested, and the Applicants made it clear to the Respondent that the considered themselves responsible and would pay for repair.

59. It was Mr Kieran Bruns' evidence that he insisted that the repair should be undertaken by Peter (whose core expertise was plumbing), and on the instruction of the Respondent, although liaison with Peter was delegated to Ms Clarke. Therefore, while the legal and pecuniary responsibility lay on the Applicants, the Respondents assumed responsibility for the conduct of the repair.

60. For various reasons (principally an error in ordering a new bowl), the lavatory was not repaired for 58 days. During that period, all of the Applicants had to use the en suite to Mr Graham's room. The evidence was that as a result, they sometimes, when the en suite was not available, had to use the lavatories in a nearby furniture superstore, or urinate in the bath tub, which was inconvenient and undignified.

61. It was reasonable in principle for the Respondent to require the use of the landlord's contractor to undertake the work, but the amount of time taken to undertake the repair was unconscionable, and, once the Respondents had stepped in, as they did, it was up to them to deal with the repair as a matter of greater urgency.

62. The Applicants raised other matters. We do not think that the fire safety arrangements in the flat were significantly inadequate. As a result of the new licence application, three battery-operated smoke alarms in bedrooms were replaced with wired alarms, but the alarms in the circulation areas (and the other bedroom), and heat detector in the kitchen, were adequate. An inspection confirmed that the requisite fire doors were in place, and there was a fire blanket in the kitchen.

63. There were some problems with the oven and with a leak in the sink, but we consider those fall into the category of "occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships", in the Deputy President's words.

64. Other complaints, such as failures of communication and a complaint about the period of payment required of one of the Applicants, we did not accept, at least as being significant.

65. We add one point. The nature of a landlord has been held to be relevant to the seriousness of the offence. In some cases, it has been argued that there is a distinction to be drawn between "professional" and "non-professional" landlords, seriousness being aggravated in the case of the former. The proper approach is as set out by the Deputy President in *Daff v Gyalui* [2023] UKUT 134 (LC), at paragraph [52]:

> "The circumstances in which a landlord lets property and the scale on which they do so, are relevant considerations when determining the amount of a rent repayment order but the temptation to classify or caricature a landlord as "professional" or "amateur" should be resisted, particularly if

> that classification is taken to be a threshold to an entirely different level of penalty. … The penalty appropriate to a particular offence must take account of all of the relevant circumstances.”

66. In this case, the Respondents were small scale landlords, in their own right. Ms Goobey told us that, in addition to this property, they let one other. However, as we explain above, Ms Goobey is the proprietor of Property Liaisons, and it was through the company that she managed the property. We think that clearly comes within the “circumstances in which a landlord lets property”. Ms Goobey is a professional in the property letting business, even if she, and Mr Bruns, are small landlords in their own right. This we think significantly moves the dial in respect of the amount of an RRO.

67. In assessing the quantum of the RROs at stage (c), we take account of the guidance provided by the Upper Tribunal, including particularly where the Upper Tribunal has substituted percentage reductions in making a redetermination. The key cases are set out in (with respect) a most helpful manner in the course of the re-determination in *Newell*, from paragraphs [47] to [57]. We do not repeat that material here, but have been guided by it.

68. At stage (c), then, we assess the percentage of the maximum that it is appropriate to award as an RRO at 40%. Had the Respondents not been professionals in the residential lettings industry, we would have assessed that figure at 30%.

69. At stage (d), neither party made other points against the other. Ms Goobey expressly declined to put the Respondents’ financial circumstances in issue.

70. It follows that our finding is an RRO at 40% of the maximum, which we round to £5,300.

Reimbursement of Tribunal fees

71. The Applicant applied for the reimbursement of the application and hearing fees paid by the Applicants under Rule 13(2) of the Rules. In the light of our findings, we allow that application.

Rights of appeal

72. 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 London regional office.

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

74. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

75. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Tribunal Judge Richard Percival **Date:** 4 November 2025

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.

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

	Act	section	general description of offence
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.

(3) A local housing authority may apply for a rent repayment order only if –

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

42 Notice of intended proceedings

(1) Before applying for a rent repayment order a local housing authority must give the landlord a notice of intended proceedings.

(2) A notice of intended proceedings must—

(a) inform the landlord that the authority is proposing to apply for a rent repayment order and explain why,

(b) state the amount that the authority seeks to recover, and (c) invite the landlord to make representations within a period specified in the notice of not less than 28 days ("the notice period").

(3) The authority must consider any representations made during the notice period.

(4) The authority must wait until the notice period has ended before applying for a rent repayment order.

(5) A notice of intended proceedings may not be given after the end of the period of 12 months beginning with the day on which the landlord committed the offence to which it relates.

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 with –

(a) section 44 (where the application is made by a tenant);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

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 this 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 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,

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