



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

Case reference : **HAV/OOHY/HMF/2025/0612**

Property : **472 Fishponds Road, Bristol, BS16 3DU**

Applicant : **Rosie Glasson, Ruby Sheperd, Eleana
Irvine, Joseph Peacock/ Ethan
Gretzinger.**

Representative : **Rosie Glasson**

Respondent : **Cath Bennett**

Type of application : **Application for a Rent Repayment
Order, section 41 of the Housing and
Planning Act 2016.**

Tribunal members : **R Waterhouse FRICS
P Smith FRICS
T Wong**

Venue : **Havant remote hearing**

**Date of hearing/
decision** : **9 October 2025 / 10 November 2025.**

DECISION

Background

1. The Applicants were formerly occupiers of the residential premises known as 472 Fishponds Road, Bristol, BS16 3DU (the Property). The Respondent is the owner of the Property and was at all material times the Applicants' Landlord. The Property was a house in multiple occupation (HMO) for the occupation of 5 households and 5 persons. Different Applicants occupied the Property for different lengths of time.
2. Joseph Peacock occupied at least from May 2024. Rent payable from at least May 2024 was £585pm and this continued to 3 August 2024. From 4 August 2024, under a new tenancy, the rent was £595pm and this continued to 3 August 2025, a deposit of £585 was also paid.
3. Ruby Sheperd occupied at least from May 2024. Rent payable from at least May 2024 was £585 pm and this continued to 3 August 2024. From 4 August 2024, under a new tenancy, the rent was £595pm and this continued to 3 August 2025, a deposit of £585 was also paid.
4. Eleana Irvine occupied from 3 August 2024 to 4 August 2025 at £ 595 pm, a deposit of £595 was paid.
5. Rosie Glasson occupied from 3 August 2024 to 4 August 2025 at £595 pm, a deposit of £595 was also paid.
6. Ethan Gretzinger occupied from 11 January 2025 to August 2025 at £595 pm, a deposit of £595 was also paid.
7. By an application dated 16 May 2025 the Applicants seek Rent Repayment Orders in respect of rent paid by the occupants for varying lengths of time up to 12 months of their occupation of the Property. The Applicants also seek to recover fees paid by them to the Tribunal in respect of this application.
8. There was before the Tribunal a paginated bundle of documents prepared by the Applicants of some 96 pages that included the application, The Bundle included ,Directions made by the Tribunal, evidence of rent payments made, a letter from Rebecca Gilbert of Bristol City Council dated 18 August 2025. References to page numbers in this decision, e.g. [10], are references to the page numbers in the bundle of documents.

The Law

9. Chapter 4 of the Housing and Planning Act 2016 (the 2016 Act) enables the Tribunal to make a Rent Repayment Order in favour of a tenant if it is satisfied beyond reasonable doubt that the Respondent Landlord has committed one or more of certain specified offences during the tenancy. Those offences are set out in a table at section 40(3) of the 2016 Act. There are seven offences listed. Those include Section 72(1) of the Housing Act 2004, which provides: '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.... but is not so licensed'. Section 72(4) provides that it is a defence if an application for a licence has been duly made under section 63 and that application is still effective. Section 72(5) provides that it is a defence that the defendant had a

reasonable excuse for having control of or managing a house which is required to be licensed but is not so licensed.

Section 41(2) of the 2016 Act provides:

(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.

10. Accordingly, it is for the tenant(s) to prove, to the criminal standard of proof, that the offence or offences alleged had been committed on a date or over a period within the 12 months ending on the date of the application to the Tribunal.

11. If the Tribunal decides to make a Rent Repayment Order in favour of a tenant the amount is determined in accordance with the provisions of section 44. In determining the amount, the Tribunal must in particular take into account the conduct of the Respondent Landlord and the tenant, the financial circumstances of the Respondent Landlord, and whether the Respondent Landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies.

The Hearing

12. The hearing was attended by the Applicants; Rosie Glasson, Ruby Sheperd, Eleana Irvine. Joseph Peacock, and Ethan Gretzinger did not attend. The Applicants were represented by Rosie Glasson. The Respondent Landlord Cath Bennett attended and was represented by Caroline Owen. The hearing took place remotely.

The Applicants' Case

13. The Tribunal considered each Applicant in turn.

14. **Rosie Glasson** says that they lived at the Property under the terms of a tenancy agreement dated 25 July 2024 from 4 August 2024 to 3 August 2025. This tenancy was for five people Rosie Glasson, Ruby Sheperd, Joseph Peacock, Eleana Irvine and Anna Kostine. Anna Kostine left the property in January 2025, and a new tenancy was granted from 11 January 2025 to 4 August 2025 to the original four plus Ethan Gretzinger. In Rosie Glasson's witness statement dated 18 August 2025 they submitted that they paid £595 pm on the 4th of each month for the duration of the tenancy and that they were aware of four other unrelated tenants in addition to themselves during this time. In a "supplementary witness statement" dated 7 October 2025, the Applicant further noted they shared the Property with Ruby Sheperd, Joseph Peacock and Eleana Irvine from 4 August 2024 to 3 August 2025 and with Ethan Gretzinger from 11 January 2025 to 3 August 2025.

15. **Ruby Sheperd** did not supply a witness statement.

16. **Eleana Irvine** did not supply a witness statement.

17. **Joseph Peacock** did not submit a witness statement and was not present in the hearing.

18. **Ethan Gretzinger** submitted a Statement of truth dated 18 August 2025 saying they were a tenant at the Property from January 2025 to 3 August 2025. They submitted they paid £4165 which included the deposit, and they were aware of 4 other unrelated tenants in addition to themselves. They were not present at the hearing. The Tribunal heard from the Respondent that Ethan Gretzinger paid their rent up front. Ethan Gretzinger did not attend the Tribunal.

19. There is a tenancy agreement [62] dated 25 July 2024 is made out to Ruby Sheperd, Eleana Irvine, Rosie Glasson, Joseph Peacock, and Anna Kostine for a period of **12 months from 4 August 2024 to 3 August 2025**. The tenancy agreement provides that a rent of £2975 pm is paid and that, the Council Tax, all water sewage, electricity, oil, gas (mains and portable) and other fuel bills and all costs of the telephone will be paid by the tenants.

20. A second tenancy agreement [68] dated 11 January 2025 is made out to Ruby Sheperd, Eleana Irvine, Rosie Glasson, Joseph Peacock and Ethan Gretzinger for a period of 7 months from **11 January 2025 to 3 August 2025**. The tenancy provides that a rent of £2975 pm is paid and that the Council Tax, all water sewage, electricity, oil, gas (mains and portable) and other fuel bills and all costs of the telephone will be paid by the tenants.

21. The occupation of five unconnected people constitutes five separate households and so the Property is a house in multiple occupation (HMO). The Applicant says that it was required to be licensed by the local authority Bristol City Council. That it was not at all material times licensed. The Applicants seek a Rent Repayment Order in respect of rent paid by them for periods up to 12 months.

22. The Applicant also seeks an order that the Respondent reimburse their fees paid by them to the Tribunal.

23. The witness statements and tenancy agreements support the above sums and durations of occupancy.

24. The Applicant provided examples of communications with the Respondent at [88] to [93] The Tribunal reviewed them, and they appear to indicate reasonable relations.

25. The Applicant also includes some photographs of the interior of the house showing a crack.

26. The Applicant included a witness statement from Rebecca Gilbert a Senior Environmental Health Officer dated 18 August 2025. The statement states;

“The property held an HMO licence from 12 December 2017 for 5 years. It expired on 11 December 2022.” [24]

“A search of the authority’s records on 18 August 2025 has shown that there has never been a temporary exemption notice issued, and no interim or final management orders have ever been in force in relation to the premises.” [24]

“On 7 July 2025, an HMO licence application for the property for 5 people and 5 households was submitted to Bristol City Council by Ms Catherine Bennett on behalf of Says Court Properties Limited”. [24]

“The licence application submitted on 7th July 2025 proposed Says Court Properties Limited as the licence holder and confirmed 5 occupiers at the time of application. It also states that Says Court Properties Limited are the final recipient of the rent.” [24]

“Bristol City Council have not yet processed the licence application, and so it does not currently have a licence.”

The Respondent’s Case

27. During the Respondent’s submission and questioning at the hearing she noted that previous tenants that had been in occupation under the licence from 2017 left in February 2020. The COVID pandemic caused the house to remain empty for a few months.

28. The Respondent landlord stated she then applied for and paid the application fee for a new licence to permit six people to reside. The Respondent landlord asserted during the hearing, that subsequently the Bristol City Council had inspected and advised that the sixth bedroom was too small for use as a bedroom.

29. Acting on the advice of the Bristol City Council the Respondent Landlord ceased to use the sixth room as a bedroom but chose to repurpose it as a bathroom and also take the opportunity to increase the storage area of another of the bedrooms.

30. The Respondent asserted that the work was “signed off” by Bristol City Council and the property let a 5-bedroom house.

31. During questioning it emerged that the Respondent landlord has a wider portfolio of different properties some which require and have HMO licences.

32. The Respondent landlord confirmed the property was let out from 4 August 2024 for a period of 12 months to the 5 individuals identified above.

33. The Respondent landlord also confirmed that all the tenants at the end of the tenancy had paid their rent in full. There was a difference however in how some had paid, each is considered below.

34. Rosie Glasson – paid monthly on time and had her deposit returned.

35. Ruby Sheperd was behind with the rent on occasions, but communicated with the landlord over this and solutions to rectify and the last payment was taken from their deposit

36. Joseph Peacock was a late payer and communication with the Respondent landlord was described by the landlord as poor. Their last payment was taken from their deposit.

37. Eleana Irvine – had paid her rent up front in advance.

38. The Respondent landlord confirmed that under the first tenancy that is from 4 August 2024 to 3 August 2025, there were 5 people present but that one had caused concern with the other tenants. The Respondent landlord intervened assisted and supported the relocation of the fifth tenant to another property in her portfolio and supported her mental health.

39. With the departure of a tenant from the initial group, a new tenancy was entered into this for 7 months from 11 January 2025 to 3 August 2025.

40. The four remaining initial tenants were joined in the new tenancy from 11 January 2025 by Ethan Gretzinger. The payments for all tenants during the second tenancy were £595.00 pm per person.

41. The Respondent landlord confirmed that all utilities and council tax payments were borne by the tenants.

42. The Respondent landlord considered their approach to the tenants was professional and supportive. Citing examples of addressing the pressure of water issue with the boiler and damage to fence by a storm. The Respondent landlord responding to the issue of the crack confirmed its existence but submitted that the property was still safe and that this was a disrepair best rectified when the property was empty.

43. The Respondent landlord said that they had issues with Joseph Peacock and Ruby Sheperd in terms of late payment and that Joseph Peacock was least communicative whereas Ruby did engage and undertake efforts to have payment plans.

44. Three of the tenants moved out earlier before the end of the tenancy leaving Joseph Peacock and Ethan Gretzinger. The Respondent landlord said at the end of the tenancy they had to hire a skip to remove all the rubbish left by the tenants. The Respondent landlord submitted that the tenancy was a joint tenancy, and it was the joint responsibility for all the tenants to leave the place clean and tidy, even though three had moved out early it was still their joint responsibility to leave it in a good state.

The Tribunal's Decision

45. The Respondent landlord is a professional landlord and will be aware of what an HMO licence is and the form it takes.

46. It is unclear from the Respondent whether there had been a licence from 2017 for five years, and or whether or when there had been a licence application made subsequently for six people.

47. Nevertheless, the tribunal has seen no evidence of any application either in a form of a copy of the licence application sent, nor any acknowledgement of receipt of any application, other than the one of 7 July 2025, by Bristol City Council.

48. The Respondent submitted they believed that the Bristol City Council “signed off” the works undertaken after an application for a licence. The tribunal has seen no evidence of “signing off”. The tribunal does know what was “signed off” whether it was building control or an HMO licence. There is no paper trail whatsoever supplied to the tribunal.

49. The Bristol City Council states in their witness statement at [24]; “The licence application submitted on 7th July 2025 proposed Says Court Properties Limited as the licence holder and confirmed 5 occupiers at the time of application. It also states that Says Court Properties Limited are the final recipient of the rent.” [24]

“Bristol City Council have not yet processed the licence application, and so it does not currently have a licence.”

50. The tribunal is being asked to determine that a licence was in place from the Respondent’s submission. Specifically first, that an application was made, the date of which is unknown, and that second, subsequent interaction with Bristol City Council relating to building works should be taken as evidence that the application led to a licence being granted.

51. However, there is no documentary evidence of the application. There is no documentary evidence of a receipt for the application. There is no documentary evidence of any “sign off” of works which would have been expected given it was “signed off”.

52. From the Applicant there is a statement from the Bristol City Council which does not mention any application in or around 2020 or indeed any date until 2025, nor any acknowledgement of an application, nor any “sign off” in or around 2020/2021.

53. Bristol City Council states from a witness statement dated 18 August 2025, “it does not currently have a licence “

54. Given the Respondent has failed to provide a single piece of documentary evidence from at least three interactions with the Council that is; application , acknowledgement of application and sign off , and given the Council in their statement states, albeit at 18 August 2025, the property has no licence and no reference is made to any licence , the Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence pursuant to section 72(1) of the Housing Act 2004 (the 2004 Act) in that she was a person having control

or management of an HMO which was required to be licensed but was not so licensed.

Reasonable excuse?

55. In the circumstances a reasonable landlord would seek to obtain documentary proof of a licence, this has not happened.

56. Having established the ground for potentially making a Rent Repayment Order, the Tribunal considered whether the Respondent landlord had a reasonable excuse for committing the offence. This would operate as a defence to the claim and mean that a rent repayment order could not be made. A professional landlord would wish to ensure a definite paper trail and would receive the actual licence in written form paper or digital. There was no evidence of this happening or being sought. Indeed, the evidence from Rebecca Gilbert of Bristol City Council confirms this.

57. The Tribunal reminds itself that the purpose of the Rent Repayment scheme is not compensatory. That the power to make Rent Repayment Orders should be exercised with the objective of deterring those who exploit their tenants by renting out substandard, overcrowded or dangerous accommodation. The purpose is to punish and to deter what have been described as 'rogue' landlords. That there is a '... risk of injustice if orders are made which are harsher than is necessary to achieve the statutory objectives' (para 26 - *Hallett v Parker* (2022) UKUT 165 (LC)).

58. In addressing the amount of the Order, the Tribunal adopts the four-stage test set out in *Acheampong v Roman* [2022] UKUT 239 (LC).

59. 'Relevant Period'. The offence was committed during the 12-month period ending on the date of the application to the Tribunal. The application was made on 16 May 2025. The 12-month period therefore commences 16 May 2024 and finishes on the 15 May 2025. According to the witness statement of Rebecca Gilbert of Bristol City Council, the Respondent made an effective application for a licence on 7 July 2025. [50].

60. The application applies for rent repayment Orders in respect of five individuals. The relevant period starts within the tenancy prior to that entered into on 4 August 2024. The Tenancy prior to this only contained two applicants Joseph Peacock and Ruby Sheperd.

61. Joseph Peacock and Ruby Sheperd from the application form were paying £585 pm. The reverting to £595 pm with the others in the tenancies from 4 August 2024. A rent of £585 pm is equivalent to £19.233 per day and a rent of £595 is equivalent to £19.561 per day

62. **Rosie Glasson's** period of occupation runs 4 August 2024 to 10 January 25, 11 January 2025 to 15 May 2025. This period in days is 287 days at £19.561 gives **£5614.00**

63. **Ruby Sheperd's** period of occupation runs 16 May 2024 to 3 August 2024, 4 August 2024 to 10 January 25, 11 January 2025 to 15 May 2025. The period from 16 May 2024 to 3 August 2024 was 78 days at £19.233 per day which is **£1500.17**. The period from 4 August 24 to 15 May 25 is 287 days at a rate of £19.561 per day which gives **£5614.00**. This gives a total of **£ 7114.17**

64. **Eleana Irvine** period of occupation from 4 August 2024 to 10 January 25, 11 January 2025 to 15 May 2025. The period in days is 287 days, at £ 19.561 gives **£5614.00**

65. **Joseph Peacock**, period of occupation runs from 16 May 2024 to 3 August 2024, 4 August 2024 to 10 January 25, 11 January 2025 to 15 May 2025. The period from 16 May 2024 to 3 August 2024 was 78 days at £19.233 per day which is **£1500.17**. The period from 4 August 24 to 15 May 2025 is 287 days at a rate of £19.561 per day which gives **£5614.00**. Total **£ 7114.17**

66. **Ethan Grezinger** joined the property on 11 January 2025, so their relevant period is from 11 January 2025 to 3 August 2025. This is 124 days at £ 19.561 per day which is **£ 2425.56**.

67. Prior to any adjustments the gross Rent Repayment Order is

Name	Gross Amount
Rossie Glasson	£5614.00
Ruby Sheperd	£7114.17
Elena Irvine	£5614.00
Joseph Peacock	£7114.17
Ethan Grezinger	£2425.56

68. Utilities. The rent paid was exclusive of utilities, so no deductions are warranted from the rent paid.

69. Seriousness of the offence. The Tribunal considers the seriousness of the offence under section 72(1) of the 2004 Act and in relation to other types of offences for which a rent repayment order may be made. On the basis of the very limited evidence before it the Tribunal is of the view that this does not appear to have been a particularly serious offence when compared to other examples of the same type of offence.

70. There is a crack evident in the property. The crack does not appear serious and Respondent Landlord submitted that rectification was best left until the property became empty after the tenants had left. The tribunal does not consider the presence of the crack reflects adversely on the behaviour of the landlord. f it, is not material relevant. Presumably they inspected the Property before taking occupation. Communication by the Respondent Landlord appears effective during the tenancy.

71. In the circumstances the Tribunal reduces the gross sums above by 75% as a fair reflection of the offence.

Name	Gross Amount	Reduction	Total amount
Rossie Glasson	£5614.00	75%	£1403.50
Ruby Sheperd	£7114.17	75%	£1778.54
Eleana Irvine	£5614.00	75%	£1403.50
Joseph Peacock	£7114.17	75%	£1778.54
Ethan Grezinger	£2425.51	75%	£606.38

72. Section 44(4) factors. The Tribunal has heard evidence on the conduct of the parties. In terms of the Respondent landlord the evidence including rehousing a tenant who was experiencing difficulty and proportionate communication and arranging payment plans for tenants in arrears. There is no criticism of the landlord.

73. The Tribunal has heard evidence that the house was left at the end of the tenancy in a poor condition below that which was expected by the tenancy agreement. The Tribunal deducts 10% to reflect this. In the case of Ruby Sheperd evidence was heard that payment of rent was often late but that they communicated and worked with the Respondent Landlord, in this case a further 5% is deducted. In the case of Joseph Peacock here the Tribunal heard evidence of late payment but without the mitigation of communication with Respondent Landlord the Tribunal deducts a further 5%.

74. Accordingly, the Tribunal makes a Rent Repayment Order in favour of the Applicants as follows;

Name	Gross Amount	Reduction for tenant's conduct	Amount
Rossie Glasson	£1403.50	10%	£1263.15
Ruby Sheperd	£1778.54	15%	£1511.76
Elena Irvine	£1403.50	10%	£1263.15
Joseph Peacock	£1778.54	20%	£1422.83
Ethan Grezinger	£606.38	10%	£545.74

75. The Applicant seeks an order under rule 13(2) of the Tribunal Procedure (first tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse him the fees paid by him to the Tribunal of £330. A rent repayment

order has been made in the Applicant's favour. In the circumstances the Tribunal orders that the Respondent repay to the Applicant the Tribunal fees paid by him in the sum of £330.

76. Summary of Tribunal's Decision.

77. The Tribunal makes a Rent Repayment Order in favour of the Applicant as below and Orders the Respondent to reimburse the Applicant fees paid by him to the Tribunal in the sum of £330.

Name	Gross Amount
Rossie Glasson	£1263.15
Ruby Sheperd	£1511.76
Elena Irvine	£1263.15
Joseph Peacock	£1422.83
Ethan Grezinger	£545.74

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First tier Tribunal at rpsouthern@justice.gov.uk being the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking

