FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AT/HMF/2025/0707**
Property	**:**	**44 Dorset Waye, Hounslow, Middlesex, TW5 0ND**
Applicants	**:**	**Mr Ambikesh Sharma** **Mr Parth Bhardwaj**
Representative	**:**	**In person**
Respondents	**:**	**Mr Aman Sharma**
Representative	**:**	**Mr Angus Gloag (Counsel) instructed by Regency Solicitors**
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 Robert Latham** **Rachael Kershaw BSc Hons**
Date and Venue of Hearing	**:**	**10 November 2025 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**17 November 2025**

DECISION

Decision of the Tribunal

1. The Tribunal makes Rent Repayment Orders against the Respondent in the sums of £4,645.20 in respect of Mr Ambikesh Sharma and £1,348.20

in respect of Mr Parth Bhardwaj. The said sums are to be paid by 12 December 2025.

2. The Tribunal determines that the Respondent shall also pay the Applicants £330 by 12 December 2025 in respect of the tribunal fees which the Applicants have paid.

The Application

1. On 9 February 2025, the Applicants issued this application under section 41 of the Housing and Planning Act 2016 (“the 2016 Act”) for rent repayment orders (“RROs”). Their claim relates to a detached house which they occupied at 44 Dorset Waye, Hounslow, Middlesex, TW5 0ND ("the Property"). The Applicants contend that the Respondent has committed the following offences:

(i) control or management of an unlicensed HMO, contrary to section 72(1) of the Housing Act 2004 ("the 2004 Act"); and/or

(ii) unlawful eviction or harassment of occupiers contrary to section 1(2), 1(3) or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act").

2. The first offence is largely a matter of record. The Applicants rely upon the following allegations of unlawful eviction or harassment of occupiers:

(i) The Applicants assert that they endured ongoing harassment and a severely hostile living environment throughout their tenancy due to the landlord's exploitative behaviour. The house rules required them to:

- Vacate the house during working hours on weekdays, even if their jobs allowed remote work or they were unwell.
- Avoid taking any leaves from work that involved staying at home during weekdays.
- Pay £25 per night for any overnight guests or friends staying over, a charge that was excessive and exploitative.

(ii) This ultimately led to the landlord illegally evicting Parth Bhardwaj with an immediate demand to leave just before 10 days of the tenancy was due to terminate. This was made up with the intention to unjustly withhold his deposit.

(iii) The landlord frequently entered their rooms without notice or consent and rearranged their belongings. This invasion of privacy was intrusive and left them feeling unsafe.

3. Mr Ambikesh Sharma ("the First Applicant") was a tenant at the Property between 27 September 2023 until 23 May 2024. He claims a RRO in the sum of £6,853.34, namely £6,703.34 in respect of the rent paid between September 2023 and May 2024 and £150 for legal consultation and application fees.

4. Mr Parth Bhardwaj ("the Second Applicant") was a tenant of the Property between 26 February and 23 May 2025. He claims a RRO in the sum of £3,698, namely £2,348 (rent paid + deposit) and £1,200 for "sufferings". A tribunal can only make a RRO in respect of the rent paid by a tenant.

5. On 23 May 2025, the Tribunal gave Directions pursuant to which both parties have filed Bundles of Documents. The Respondent only filed his Bundle on 7 November. References to the Applicants' Bundle (119 pages) are preceded by "A.__" and to the Respondent's Bundle (93 pages) by "R.__".

6. The Applicants had initially joined Mrs Maya Sharma as a respondent. On 3 September, the Applicants applied for her to be removed as a respondent. Mrs Sharma is the mother of the Respondent. The Respondent is the freehold owner of the Property and is the person named as landlord on the tenancy agreements. Mrs Sharma rather lived in and managed the Property. On 17 September, the Tribunal made an order removing Mrs Sharma as a respondent.

The Hearing

7. The Applicants appeared in person and both gave evidence. Mr Ambikesh Sharma, the First Applicant, is aged 29. He was living in Bhopal, India, when he applied for the accommodation in September 2023. He had obtained employment as a Manager for an NHS mental health organisation. He has a skilled worker visa which is sponsored by his employer.

8. Mr Parth Bhardwaj, the Second Applicant, is aged 27. He has been in the UK for 3.5 years. He had been studying in Bristol where he completed a Masters Degree in business innovation. He had also been working there. He currently works as an innovation executive for the Motability Foundation. The Applicants had been introduced by a mutual friend. When he completed his degree, the Second Applicant decided to move to London and share accommodation with the First Applicant. Both Applicants were vulnerable in that they were unfamiliar with the English legal system and have had natural concerns about their immigration status.

9. The Respondent was represented by Mr Angus Gloag, Counsel, who has been instructed by Regency Solicitors. Both Solicitor and Counsel had been instructed late in the day. Mr Gloag provided a Skeleton Argument,

but this had been drafted by a paralegal at his Solicitors. Mr Gloag took a realistic approach to the difficulties faced the Respondent. We are grateful for the assistance that he provided.

10. Mr Gloag adduced evidence from both the Respondent and Mrs Sharma. Mr Aman Sharma, the Respondent, is an IT Consultant. He owns two other properties, a four bedroom house in Birmingham and a two bedroom flat in Fulham. He lives in Heston. Neither of his other properties have been let as HMOs. He left the management of the Property to his mother.

11. Mrs Sharma is aged 72. The Property has been her home since 1982. She had owned the freehold, but transferred it to her son in May 2022. There are four bedrooms in the Property, but a box room has been used as a fifth bedroom. Mrs Sharma has occupied a bedroom on the first floor. The background to this dispute is that Mrs Sharma has not treated four tenants who have shared the house as "tenants", but rather as "lodgers". She has imposed strict rules to which she has expected her tenants to adhere. The parties are all of Indian descent. Although the First Respondent shares a common family name, they are not related. However, both Applicants have referred to her as "auntie". This reflected the nature of the relationship that she sought to establish within the house. The Respondent stated that his mother not only collected the rent from the tenants, but also retained it for herself.

12. The Respondent provided a witness statement from Rachel Weir, an HMO Investigation Officer employed by the London Borough of Hounslow ("Hounslow"). It was common ground that on 1 August 2020, Hounslow had introduced an Additional Licencing scheme which would have required the Respondent to obtain an HMO licence for the Property. This was extended in 2025. On 6 January 2025, Ms Weir made an unannounced visit to the Property and notified Mrs Sharma that a licence was required. On 7 January 2025 (R.38), Mrs Sharma applied for a licence. On 7 October 2025 (R.42), Hounslow granted a licence.

13. The Respondent stated that he had been unaware that a licence was required. The Tribunal must consider whether he has established a defence of reasonable excuse.

The Law

The Housing and Planning Act 2016

14. Part 2 of the 2016 Act introduced a raft of new measures to deal with "rogue landlords and property agents in England". Section 44 provides that a RRO may be made in respect of the following offences:

(i) control or management of an unlicensed house, contrary to section 95(1) of the Housing Act 2004 ("the 2004 Act"); and

(ii) harassment of occupiers contrary to section 1(2), 1(3) or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act").

15. Section 41 deals with applications for RROs. The material parts provide:

> "(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.

16. Section 43 provides for the making of RROs (emphasis added):

> "(1) The First-tier Tribunal may make a rent repayment order if satisfied, <u>beyond reasonable doubt</u>, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted)."

17. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount "must relate to rent paid during the period mentioned" in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides:

> "(3) The amount that the landlord may be required to repay in respect of a period must not exceed—
>
> (a) the rent paid in respect of that period, less
>
> (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

18. Section 44(4) provides:

> "(4) In determining the amount the tribunal must, in particular, take into account—
>
> (a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

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

19. In *Acheapong v Roman* [2022] UKUT 239 (LC); [2022] HLR 44, Judge Elizabeth Cooke gave guidance on the approach that should be adopted by Tribunals:

> "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. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate;
>
> c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that 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).
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> 21. I would add that step (c) above is part of what is required under section 44(4)(a). 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."

20. These guidelines have recently been affirmed by the Deputy President in *Newell v Abbott* [2024] UKUT 181 (LC). He reviewed the RROs which have been assessed in a number of cases. The range is reflected by the decisions of *Simpson House 3 Ltd v Osserman* [2022] UKUT 164 (LC) and *Hallett v Parker* [2022] UKUT 165 (LC), in which the Deputy President distinguished between the professional "rogue" landlord, against whom a RRO should be made at the higher end of the scale (80%) and the landlord whose failure was to take sufficient steps to inform himself of the regulatory requirements (25%).

21. The Deputy President provided the following guidance (at [57]):

> "This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health."

22. The Deputy President added (at [61]):

> "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 (especially those prepared with professional or semi-professional assistance) 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."

<u>The Housing Act 2004</u>

23. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 of the 2004 Act relates to the licensing of HMOs. Section 61 provides for every prescribed HMO to be licensed. HMOs are defined by section 254 which includes a number of "tests". Section 254(2) provides that a building or a part of a building meets the "standard test" if:

> "(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b) the living accommodation is occupied by persons who do not form a single household (see section 258);

(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(d) their occupation of the living accommodation constitutes the only use of that accommodation;

(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and

(f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities."

24. The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 prescribes those HMOs that require a licence. Article 4 provides that an HMO is of a prescribed description if it (a) is occupied by five or more persons; (b) is occupied by persons living in two or more separate households; and (c) meets the standard test under section 254(2) of the 2004 Act.

25. On 1 August 2020, Hounslow introduced an Additional Licencing Scheme which applied to all HMOs in the borough which are occupied by 3 or more persons occupying 2 or more households.

26. Section 263 provides (emphasis added):

"(1) In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.

(3) In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises–

(a) receives (whether directly or through an agent or trustee) rents or other payments from–

> (i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and
>
> (ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or
>
> (b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;
>
> and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

27. Section 72 of the Act provides for offences in relation to the licencing of HMOs (emphasis added):

> (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.
> .....
>
> (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–
>
> (a) for having control of or managing the house in the circumstances mentioned in subsection (1), ...

28. Section 56 is the definition section. This provides that "tenancy" includes a licence.

29. In *Marigold v Wells* [2023] UKUT 33 (LC) ("*Marigold*"), Martin Rodger KC, the Deputy Chamber President, gave guidance on the approach that should be adopted by First-tier Tribunals when considering the defence of "reasonable excuse". He gave the decision of the Upper Tribunal, Tax and Chancery Chamber, in *Perrin v HMRC* [2018] UKUT 156 (TCC), as a useful example.

> "48. The Tribunal in Perrin concluded its decision with some helpful guidance to the FTT, much of which is equally applicable in the sphere of property management and licensing. At paragraph 81 it said this:
>
> > "81. 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?"
>
> (I have omitted a fourth step because it is referable to a specific provision of the Finance Act 2009 and has no equivalent in the 2004 Act).

49. The Tribunal then dealt with a particular point which is regularly encountered in HMO licensing cases and which therefore merits attention:

> "82. One situation that can sometimes cause difficulties is when the taxpayer's asserted reasonable excuse is purely that he/she did not know of the particular requirement that has been shown to have been breached. It is a much-cited aphorism that "ignorance of the law is no excuse", and on occasion this has been given as a reason why the defence of reasonable excuse cannot be available in such circumstances. We see no basis for this argument. Some requirements of the law are well-known, simple and straightforward but others are much less so. It will be a matter of judgment for the FTT in each case whether it was objectively reasonable for the particular taxpayer, in the circumstances of the case, to have been ignorant of the requirement in question, and for how long."

The Prevention from Eviction Act 1977

30. Section 1 of the 1977 provides:

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—

(a) to give up the occupation of the premises or any part thereof; or

(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

The Background

31. The Property at 44 Dorset Waye is four bedroom detached house. On the ground floor, there is a living room, kitchen, office and toilet. It is probable that the office was previously the dining room. On the first floor, there are three bedrooms, a box room and a bathroom (with toilet). On the second floor , there are two bedrooms and a bathroom (with a shower and toilet). At all material times, Mrs Sharma has slept in a bedroom on the first floor.

32. Mrs Shah acquired the Property in 1982 and has occupied it as her home. In 2016, she applied for an HMO licence. Hounslow required her to carry out a range of works. Only when these works were completed, did Hounslow inform her that a licence was not required. The Tribunal was not told the reason for this. It may because of the number of persons occupying the Property or the provisions relating to buildings occupied by owners (Schedule 14, paragraph 6 of the 2004 Act).

33. On 5 May 2022 (A.49), the Property was transferred to the Respondent. Thereafter, the Property was no longer occupied by the owner. Further, by this date, Hounslow had introduced its Additional Licensing Scheme which widened the net of those HMOs that required a licence. Neither the Respondent nor Mrs Shah made any inquiries about the impact of these changes.

34. In September 2023, the First Applicant, who was living in India, saw the Property advertised on SpareRoom. He was sent a video of the accommodation. He accepted the offer of a tenancy of a room on the first floor.

35. On 26 September 2023, he signed the tenancy agreement which is at A.52-61. The tenancy was granted by the Respondent. The Respondent stated that he had downloaded the tenancy agreement from the Law Society website, but had made a number of amendments to reflect the needs of his mother. The agreement is stated to be an assured tenancy agreement. However, the terms applied are difficult to reconcile with a tenancy that the Respondent was proposing to grant. The central elements of a tenancy are exclusive possession for a term at a rent. There is an implied covenant that the tenant should be granted quiet enjoyment of the accommodation that is granted.

36. The tenancy was granted for a fixed term of 27 September 2023 to 30 April 2024. The tenancy purported to let "the house municipally described as 44 Dorset Waye". The intention of both parties was that he would be let a tenancy of one room on the first floor of the Property, with shared use of the other facilities, including the garden. The rent was stated to be £810 pm. However, there were additional monthly charges of £30 for cleaning and £10 for the garden. The rent is the total sum payable in respect of the tenancy, and this is £850 pm. The landlord was responsible for utility bills.

37. However, there were other terms which are difficult to reconcile with the grant of a tenancy. Working from home was not permitted. The First Applicant negotiated an exemption in respect of Fridays. If unwell, a doctor's certificate was required. The landlord was looking for tenants who were working. The intention was that Mrs Sharma should have the house to herself during normal working hours. Guests could only stay overnight with the written permission of the landlord. In such circumstances, a charge of £25 per person per night was payable.

38. Having moved into occupation, the First Applicant was provided with a set of House Rules (A.99-104) which were even more restrictive. Tenants were required to put away all their personal belongings in cupboards, draws and shelves. The bed should be done before leaving home. Cooking should normally be finished before 6pm. After washing dishes and utensils, these should be returned to the drawers and cupboard from which they came. Tenants were required to use headphones if they were to listen to music or watch television.

39. The First Applicant was surprised by the strictness of these rules and sent a copy to his mother in India. However, he was a new arrival in the UK and had taken up a new job. He sought to comply with the rules. At all times, the five rooms were occupied, there being five tenants. There was a weekly cleaning rota. The cleaning charge only related to the week for which Mrs Sharma was responsible. However, her cleaner also changed the sheets. The First Applicant changed his sheets more regularly than this five week rota. There were no locks to the bedrooms. Mrs Sharma required the tenants to leave their doors ajar when the went to work. The First Applicant complained that Mrs Sharma went into his room and put away his clothing. He resented not being able to take any time off from work which would have involved staying at work during weekdays. On occasions, he paid £25 when friends stayed overnight. He was unable to use the kitchen when Mrs Sharma had guests. The Applicant complied with these rules. He called Mrs Sharma "auntie". There was no tension between them.

40. In February 2024, the Second Applicant wanted to come to London and share accommodation with the First Applicant. The plan was for him to rent a room at the Property up until 30 April 2024 when the First Applicant's tenancy came to an end. However, the Respondent was only willing to grant a tenancy for a minimum of three months. It was therefore suggested that both would stay until 31 May.

41. The tenancy agreement which the Respondent granted to the Second Respondent is dated 26 February 2024 (at A.62-71). The tenancy purported to let "the house municipally described as 44 Dorset Waye". Again, the intention of both parties was that he would be let a tenancy of one room. The fixed term was 26 February to 31 May 2024. The rent, including charges of £45, was £675 per month. The tenancy was on the same terms as that granted to the First Applicant. He paid a deposit of £630. The Second Applicant was provided with a set of the House Rules.

42. It is apparent that there was tension between the Second Applicant and Mrs Sharma from the start. He was not working. He was therefore required to leave the Property during normal working hours. On occasions, he spent the day at the offices where the First Applicant worked. There is a chain of WhatsApp messages between the Second Applicant and Mrs Sharma at R.17-20. On 22 April, he asked if he could stay at home as he had a fever. Mrs Sharma reluctantly agreed, but noted that she had

already agreed this on 6/7 occasions and added "I think it's time we draw the line from now on". The Respondent made a number of threats that he might lose his deposit. This was a particular concern as he was not working and had no money coming in.

43. On 19 May 2024, the Second Applicant had left a plate and some cooking utensils to drain, rather than put them away. At 07.47, Mrs Sharma sent a message with four photographs and a message "Can't find the pot you boil the eggs". At 07.51, the First Applicant responded "Coming aunty".

44. Tenants were not permitted to smoke in the Property. However, they were permitted to smoke in the garden. Mrs Sharma also smoked. On 20 May 2024, Mrs Sharma returned to the house. The Second Respondent was in the garden smoking. Mrs Sharma states that from the kitchen, she smelt the use of drugs. The Second Applicant denies this. He states that he does not use drugs. This was confirmed by the First Applicant.

45. At 21.24, Mrs Sharma texted the Second Respondent:

> "Parth, I am so shocked to discover that you have been taking drugs and inside the premises. How dare you? Do you realize the repercussions of your actions? Having drugs in your possession inside the house as well as crossing the legal line by taking/smoking inside the premises: do you realize the seriousness of this? It is absolutely highlighted with the clarity that you are not supposed to have any drugs inside the house in your possession, let alone consuming within the premises. Due to your actions, I am giving you the 24 hours notice to leave the property and as you have chosen to break your contract by not following this serious action you have been taking, therefore, consequently; you will end up losing your full Deposit. However, at this point I am only waiting for your reply with sincere apologies towards your unacceptably out of order behaviour, but, if I don't receive your reply by 10pm tonight then you will leave me with no other choice but to call the police and call my son Aman and we'll take it from there. Your choice? Waiting for your reply ASAP, but not after 10 tonight"

46. At 21.58, the Second Applicant replied:

> "Aunty I'm sorry that it feels that I did not respect you, I don't have any drugs with me in the house and don't even know how to get them. I'm so sorry that we've come to this stage, I really think of you as my mother and would do nothing to disrespect that relationship. And I sincerely apologise for what I made you feel, and I will also respect whatever decision you take. But please consider that I wouldn't have anywhere to go, and I will literally be on the streets. And believe me aunty, I respect you in every sense."

47. At 23.06, the Second Applicant sent a further message:

> "I genuinely apologise for this aunty. I accept what you're saying and I am truly sorry for doing this and breaking the house rules. This will never happen again and respecting your decision, I'll leave the house tomorrow. Considering my situation and helplessness as discussed in our conversation, I request you to please help me on my financial needs.

48. At 23.31, Mrs Sharma replied:

> " I have decided to accept your sincere apologies, as long as you vacate tomorrow, the latest by 8pm. Parth I I hope that you will seriously take this as a wake up call to learn from this serious mistake? Anyhow, you are well aware that you have clearly violated your legal tanency agreement's rules and regulations and not only took a risk of losing your deposit, but also, you could have got yourself into trouble with the law. Bete I hope that you will one day value my empathetic approch towards your journey ahead (without any police record and I am not involving my son Aman either). Anyhow, considering your request towards your circumstances I have decided to return £550 back to you, subject to checking out inventory tomorrow. Good night"

49. On 23 May 2024, both Applicants left the Property. The Second Applicant left because he felt that he had no option but to do so. He denied that he had been smoking any drugs. He had apologised because Mrs Sharma had threatened to call the police if he had not made an apology. In evidence, Mrs Sharma admitted that she had said that she would have called the police who would have carried out a blood test if he had not made an admission. The Second Applicant was extremely anxious to secure the return of his deposit as he had no other money to secure alternative accommodation.

50. The First Applicant left because of the manner in which his friend had been treated. Mrs Sharma only required him to pay rent up to the date of his departure. She returned his deposit.

51. The Second Applicant contends that Mrs Sharma wrongly retained £200 of his deposit. Having left, he made a number of telephone calls to seek to recover this. In November (A.45), the Applicants sought advice from Hounslow. On 2 January 2025 (A.46) Ms Weir informed them that the Property had no licence and that they had the right to apply for a RRO. On 9 January (A.113), the First Applicant informed Mrs Sharma of their intention to apply for a RRO.

52. On 6 January 2025, Ms Weir made an unannounced visit to the Property and notified Mrs Sharma that a licence was required. On 7 January 2025

(R.38), Mrs Sharma applied for a licence. On 7 October 2025 (R.42), Hounslow granted a licence. Because of Mrs Sharma's prompt action, Hounslow has decided to take no enforcement action.

The Tribunal's Determination

Liability

53. The Tribunal is satisfied beyond reasonable doubt of the following:

(i) The house was an HMO that required a licence under Hounslow's additional licencing scheme at all material times. There was no HMO licence.

(ii) The Respondent was the person "managing" the Property as he was the owner of the Property who would have received the rents but for the arrangement that he had made with his mother (see section 263(3)(b) of the 2004 Act at [26] above). Mr Gloag sought to argue that it was Mrs Sharma who was both "managing" and "having control" of the Property. Mrs Sharma was the person "having control" of the Property as she received the rents. However, she could not be the person "managing" the Property as she was no longer the owner.

(iii) The Respondent has not established any defence of “reasonable excuse” for "managing" the Property which required to be licenced, but was not so licenced (see section 72 of the 2004 Act at [27] above). He gave evidence that he was unaware that the Property required a licence. We accept his evidence on this point. However, applying the third limb in *Marigold v Wells* (see [28] above), we do not accept that this objectively provided a reasonable excuse. He should have made inquiries. This was not the only property that he let out. In 2016, the family were aware of the licensing regime. They had made no inquiries as to the consequences when Mrs Shah transferred the Property to her son. The Property was no longer occupied by the owner. Further, he should has made inquiries as to whether there had been any change in the licencing regime. On 1 August 2020, Hounslow had introduced their Additional Licencing Scheme.

54. The Tribunal is therefore satisfied beyond reasonable doubt that the Respondent committed an offence under section 72(1) of the 2004 Act, of managing an HMO which was required to be licensed under but was not so licensed. The offence was committed over the period 27 September 2023 (when the First Applicant moved into occupation) until 23 May 2024 (when the Applicants left).

55. The Applicants also ask us to make a finding that the Respondent has committed the offence of unlawful eviction or harassment of occupiers. This raises more difficult issues.

56. The Applicants complain that (i) they were required to vacate the house during working hours on weekdays, even if their jobs allowed remote work or they were unwell; (ii) they avoided taking any leave from work that involved staying at home during weekdays (a particular problem for the Second Applicant who was not in employment); and (iii) they were required to pay £25 per night for any overnight guests or friends staying over, a charge that the Applicants assert was excessive and exploitative (this only seemed to have an impact on the First Applicant). These are serious complaints which we consider when we have regard to the conduct of the Respondent. However, we do not consider that they amount to harassment. These acts were not intended to cause the tenants to give up occupation. They were rather strict house rules of which the Applicants were aware when they took up their tenancies. Further, we accepted that Mrs Sharma entered their rooms and that this interfered with quiet enjoyment. However, there was no intention to drive them out of occupation. This again reflected the strict regime that they had accepted.

57. We must consider the events that occurred on 20 May 2024. The Respondent alleges that the Second Respondent was smoking unspecified drugs in the garden. This is a criminal offence, albeit one at the bottom of the scale. It is not an offence for which the Second Respondent would have been prosecuted. The Second Applicant denies that he was smoking drugs. It was rather an Indian cigarette. He points out that Mrs Sharma could have retrieved the butt to prove any offence. The First Applicant also denies that his friend is a drug user. We also have regard to the deteriorating relationship between the Respondent and the Second Applicant. On balance, we are prepared to give the First Applicant the benefit of the doubt.

58. However, even had the Second Applicant been smoking cannabis, we are satisfied that the response of Mrs Sharma was disproportionate. He should not have been told to immediately leave the house. He had his statutory rights as an assured tenant. This did not amount as an unlawful eviction, as he left voluntarily. However, it did amount to harassment. Threats were made to call the police and retain his deposit. Mrs Sharma had no right to require the Second Applicant to leave on 24 hours' notice. She intended that he would act on this and give up occupation as demanded.

59. This offence was only committed against the Second Applicant. The First Applicant left voluntarily. However, we do not consider this adds significantly to the licencing offence. Both Applicants intended to leave on 31 May. Their main concern was the harsh regime under which they were living. They had decided to look for a tenancy without these onerous house rules. We are satisfied that these house rules (including the terms added to the tenancy agreement) are wholly inconsistent with a "tenancy" which the Respondent had granted them.

The Assessment of the RROs

60. The First Applicant seeks a RRO in the sum of £6,703.34 over the period 27 September 2023 until 23 May 2024. Both Applicants paid their rent. Neither was in receipt of universal credit. The Tribunal computes that the First Applicant paid a total of £6,800, namely 8 months at the gross rent of £850 per month.

61. The Second Applicant seeks a RRO in the sum of £2,348 over the period 26 February and 23 May 2025. He also seeks to recover £200 in respect of his deposit. This Tribunal has no jurisdiction over this. Neither can this Tribunal award damages for "sufferings". The Tribunal computes that the Second Applicant paid a total of £2,025, namely 3 months at the gross rent of £675 per month.

62. The Tribunal must then make deductions in respect of the utility bills paid by the Respondent. The Tribunal makes no deduction for the council tax, as the Respondent would have been required to pay this in any event. We make no deduction for cleaning as the Applicants were also required to clean the house. The Tribunal computes that the landlord paid the following monthly sums: (i) internet: £103 (£931 paid over a period of 9 months); (ii) £242 for fuel (£2,176 paid over 9 months); and (iii) water: £34 (£272 paid over 8 months. The total is £379 per month, namely £75.80 for each tenant. A reduction of £606.40 (8 months) must be made for the First Applicant – a net sum of £6,193.60; and £227.40 (3 months) for the Second Applicant – a net sum of £1,797.60.

63. We are then required to consider the seriousness of the offence. The Upper Tribunal considers licencing offences to be less serious than other offences for which RROs can be imposed. The offence of harassment is more serious, but is not a significant factor in the context of this case.

64. We are finally required to have regard to the following:

(i) The conduct of the landlord. We must have regard to the following factors:

(a) The onerous conditions under which the Applicants were required to live. The Respondent granted them a tenancy, namely exclusive possession of their rooms, which they were entitled to occupy without interference. The tenancy conditions and house rules did not permit this.

(b) Their deposits were not placed in a Deposit Protection Scheme. They were not provided the "How to Rent" Checklist. Neither were they provided with an EPC certificate, a gas safety certificate or a report relating to the electrical installations. We heard no evidence that there were the requisite smoke and carbon monoxide alarms. The landlord was under a statutory duty to provide all of these. Had the Respondent had regard to the "How to Let" Guide for landlords,

it is most unlikely that he would have let the Property under these onerous terms.

(c) In respect of the Second Applicant, the offence of harassment is an aggravating feature. The threats to call the police and withhold his deposit were unwarranted. He was not working and had no savings.

(d) The First Applicant had to live under these onerous conditions for a longer period. He had also had to pay unspecified sums when guest had stayed overnight. He was particularly vulnerable as he had recently arrived from India and was unaware of his rights.

(e) We do not consider the Respondent's ignorance of the need for a HMO licence to be a mitigating factor. He should have made inquiries. He made none. He rents out two other properties.

(ii) The conduct of the tenant. We are satisfied that there are no adverse factors which we should take into account.

(iii) The financial circumstances of the landlord. There is limited evidence relating to this. However, we note that the Respondent rents out two other properties. We do not consider the fact that his mother retained the rent is a significant factor.

(iv) Whether the landlord has at any time been convicted of an offence to which this Chapter applies. There is no evidence of any relevant conviction.

65. Taking all these factors into account, we make RROs at 75% of the net rents paid by the Applicants namely £4,645.20 (75% of £6,193.60) in respect of the First Applicant, Mr Ambikesh Sharma, and £1,348.20 (75% of £1,797.60) in respect of the Second Respondent, Mr Parth Bhardwaj. The said sums are to be paid by 12 December 2025.

66. The Tribunal also determines that the Respondent shall reimburse to the Applicants the tribunal fees of £330 which they have paid. This shall also be paid by 12 December 2025.

Judge Robert Latham
17 November 2025

RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

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