FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HA/HMF/2025/0615
Property	**:**	Monkton Combe Mill, Mill Lane, Monkton Combe, Bath, BA2 7HD
Applicant	**:**	Joshua Watts
Respondent	**:**	Paul Clark, trading as PCP Property
Type of Application	**:**	Application for a Rent Repayment Order by a tenant under Sections 40-45 of the Housing and Planning Act 2016
Tribunal Members	**:**	Regional Surveyor J Coupe FRICS Mr J Reichel MRICS
Date of Hearing	**:**	4 November 2025
Date of Decision	**:**	6 November 2025

DECISION

Decisions of the Tribunal

(1) The Tribunal makes a Rent Repayment Order of £947.14 for a breach of the requirement to have a House in Multiple Occupation Licence. The Respondent must pay such sum to the Applicant within 28 days.

(2) The Applicant's application for reimbursement of the application fee of £110.00 and the hearing fee of £227.00 is allowed. The Respondent must pay such sums to the Applicant within 28 days.

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Applicant is the former tenant of a room, described by the Respondent as Room 1, located on the first floor of the property known as Monkton Combe Mill, Mill Lane, Monkton Combe, Bath, BA2 7HD ("the Property").

2. The Respondent is said to be the landlord of the Property and the person to whom the rent was payable throughout the tenancy and the person in control of or managing the property.

3. The Applicant has applied for a Rent Repayment Order against the Respondent under section 41 of the Housing and Planning Act 2016 ("the 2016 Act").

4. The basis for the application is that the Respondent was controlling and or managing a house in multiple occupation ("HMO") which was required to be licensed under Part 2 of the Housing Act 2004 ("the 2004 Act") at a time when it was let to the Applicant but was not so licensed, and that the Respondent was therefore committing an offence under section 72(1) of the 2004 Act.

5. The Applicant's claim is for repayment of rent during the period 1 January 2025 to 31 March 2025, amounting to £2,250 (two thousand, two hundred and fifty pounds).

6. The Tribunal were provided with a hearing bundle extending to 28 electronic pages. The bundle did not include a statement from the Respondent, nor any evidence on which he sought to rely.

7. On 23 October 2025 the Tribunal sent a further copy of the hearing notification, the Applicant's application and the hearing bundle to the Respondent both by email and by post to the Property. The Tribunal did not receive notification that the email had been undelivered.

8. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

9. References in this determination to page numbers in the bundle are indicated as [ ].

The Application

10. The application was received by the Tribunal on 17 June 2025 and relates to the period 1 January 2025 to 31 March 2025.

11. Section 41(2) of the 2016 Act provides that 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 was made. The Tribunal is satisfied that, in this matter, such criteria is met.

The Hearing

12. The hearing took place on 4 November 2025 with the Tribunal and the parties joining remotely by CVP. The proceedings were conducted remotely due to the temporary closure of Havant Justice Centre.

13. Mr Watts (the Applicant) and Mr Clark (the Respondent) attended the hearing in person. Neither party was legally represented.

Preliminary Matter

14. As a preliminary matter, the Tribunal considered the absence of a witness statement and any documentation or evidence on the part of the Respondent.

15. Tribunal Directions were issued to the parties on 26 August 2025, using an email address for the Respondent that had been provided by the tenant. The Tribunal received no notification that documentation, including Tribunal Directions, sent to that email address had failed to deliver. The Directions set out a timetable for the exchange of documentation between the parties and for the submission of a hearing bundle to the Tribunal.

16. The Respondent was required to send to the Applicant a signed and dated witness statement, along with any documentation upon which he intended to rely. He was also advised to seek independent legal advice. The Respondent did not respond to the Directions, nor did he provide any documentation to the Applicant for inclusion in the hearing bundle. At the hearing, Mr Clark confirmed that no documentation had been sent to the Applicant and nor had he sought independent legal advice.

17. Mr Clark also confirmed at the hearing that he had received the application and supporting evidence from the Applicant, via recorded delivered at the Property. He also acknowledged receipt of documentation posted to him by the Tribunal to the Property on 23 October 2025.

18. Mr Clark stated that prior to receiving hard copies of the documentation, he was unaware of the Directions or the scheduled hearing. Upon reading the Directions, he realised that the deadline for submitting his statement and evidence had passed. He confirmed that he did not contact the Tribunal regarding the alleged late receipt of documentation, nor did he submit a case management application seeking an extension of time. When asked by the Chairman why no such steps were taken, Mr Clark stated that he believed the scheduled three-hour hearing would allow sufficient time to address all matters. He accepted that he had no documentary evidence to rely upon but wished to make oral submissions concerning mitigating circumstances.

19. Mr Clark confirmed that the email address used by the Applicant and the Tribunal was the same email address he had provided to the tenant at the commencement of his tenancy on 1 September 2024, for use in relation to Mr Watts' occupation of Room 1. Mr Clark stated that although the email address - in all likelihood - remained active, it was no longer one he monitored or used. He provided an alternative email address at the conclusion of the hearing for future correspondence in this matter, including the issuance of this decision.

20. The Tribunal adjourned briefly to consider whether to proceed with the hearing.

21. Having carefully considered the overriding objective of the Tribunal - to deal with matters fairly, justly and in a manner proportionate to the anticipated costs, and the resources of the parties and Tribunal - and noting the absence of any request for an adjournment and Mr Clark's preference to proceed, the Tribunal determined that the hearing should continue. The Tribunal was satisfied that the Respondent was aware of the application having received copies of both the application and supporting evidence from the tenant. The Tribunal was also satisfied that documentation had been issued to an email address provided by the Respondent to the tenant in relation to a Lodger Agreement that only expired some five months previously. The Tribunal was further satisfied that the Respondent had made no attempt to seek permission to submit late evidence or a witness statement. Mr Clark was advised that he would be permitted to cross examine Mr Watts and make oral submissions, but that no new evidence could be introduced at that stage. Mr Clark indicated his willingness to proceed.

Relevant Statutory Provisions

22. The relevant legislative provisions are set out in the Schedule to this decision.

The Applicants' Case

23. The Applicant occupied Room 1, a furnished room within the Property, by virtue of Lodger Agreement ("the Agreement"). A copy of the Agreement was provided. [12]

24. The Agreement was between Josh (Joshua) Watts and PCP Property, for a term of ten months commencing 1 September 2024 and concluding on 30 June 2025. Rent payable was £750.00 per calendar month inclusive of electricity, water, heating and internet. A deposit of £750.00, to be held by the landlord, was payable. The Agreement contained no information as to where the deposit was either held or protected.

25. Mr Watts stated that while his Agreement commenced on 1 September 2024 he did not move in until around the middle of that month. He vacated the property in late June 2025, prior to his Agreement ending on 30 June 2025.

26. Mr Watts stated that he paid £750.00 per month rent on 2 January 2025, 3 February 2025, and 3 March 2025. Screenshots of each payment, in favour of PCP Property, with reference "J Watts Rent" were provided [14-16].

27. Mr Watts described Room 1 as a room on the first floor, furnished with a bedframe, mattress, wardrobe, desk, drawers and beside table – all provided by the landlord.

28. Communal facilities included a kitchen, living room which was described as dark and cluttered, a room for drying clothes and storage, a bathroom with shower, and a second bathroom – described as unusable due to damp - with a bath.

29. Paragraph 2.4 of the Agreement obliged the landlord to: 'To provide electricity, water and heating and to ensure that the property has a supply of power and hot and cold running water.' Mr Watts confirmed that utilities and broadband were provided throughout his occupation, albeit the landlord was reluctant to turn the heating on. Mr Watts therefore provided his own stand-alone electric heater.

30. Mr Watts, having limited experience of paying utility bills personally, was unable to offer an opinion as to how much of the £750 per month rent was attributable to utility and broadband costs.

31. Mr Watts stated that he first became aware that he was occupying accommodation that required licensing but was not so licensed when he received a letter dated 2 April 2025 from Bath and North East Somerset Council ("the Council"). [18]

32. The letter referred to an offence allegedly committed by the Respondent pursuant to section 72 of the Housing Act 2004. The letter stated that the Council did not intend prosecuting the landlord. However, as the Council has reasonable grounds to conclude that an offence had been committed the Occupants were advised that they were entitled to apply for a Rent Repayment Order. Details on how to apply for an Order through the Residential Property Tribunal were provided.

33. Mr Watts stated that during his tenancy he believed there to be up to twelve occupants, each occupying individual rooms. However, he stated that the turnover of residents was high and it was therefore difficult to be certain as to how many occupants were living at the house at any one time.

34. The Applicant claims a Rent Repayment Order under section 72(1) of the 2004 Act on the grounds that the Respondent was in control or management of an unlicensed HMO during the period October 2024 to March 2025. While the unlicensed period was up to six months Mr Watts stated that he was limiting his claim to three months, that being January 2025 to March 2025, totaling £2,250.

35. The Applicant relied upon the Witness Statement of Paul Carroll, Environmental Health Officer of the Council, signed and dated 10 September 2025. Mr Carroll's statement included the requisite statement of truth. [19]

36. In his statement, Mr Carroll stated that the Respondent, Mr Paul Clark, holds the Title Absolute for Monkswell House, Mill Lane, Monkton Combe, Bath, BA2 7HD. Mr Carroll described the Property as an HMO, occupied by twelve persons and ten households. He stated that the Property required a licence from the 15 October 2024. An HMO application was received by the Council (date not provided) but was not validated, for the period commencing 15 October 2024. A valid application for an HMO licence was made on the 26 March 2025. Mr Carroll stated that he inspected the Property on 2 April 2025 where the Property's status as an HMO was confirmed and when eight tenants were found to be residing at the Property.

37. In relation to the landlord's conduct, Mr Watts referred to Mr Clark's reluctance to activate the central heating system, as well as issues concerning mould and condensation within the Property. When challenged on the latter matter, Mr Clark reportedly questioned Mr Watts' experience in such issues, leading to in a breakdown in their professional relationship. Mr Watts also referred to parts of the Property being less accessible or habitable. Additionally, Mr Clark referred to electrical works said to be necessary for the grant of the HMO licence, which Mr Watts considered indicative of a lack of health and safety awareness on the part of the Respondent.

38. Mr Watts applied for the reimbursement of his £110 application fee and £227 hearing fee.

The Respondents' Case

39. Mr Clark confirmed that he is the landlord of the Property, trading as PCP Property. He accepted that he received rent from Mr Watts and is responsible for the Property's management.

40. Mr Clark acknowledged that the Property was required to be licenced as a House in Multiple Occupation and accepted that it was unlicensed between 15 October 2024 to 25 March 2025.

41. Mr Clark stated that a timely application had been submitted to the Council. However, due to delays in processing and the subsequent identification of required electrical upgrades and minor remedial works, the licence was not granted by 15 October 2024. Further delays arose due to contractor availability and sourcing necessary parts.

42. Mr Clark explained that, in light of changes to electrical regulations, he opted to undertake additional upgrades concurrently with the required works, which contributed to the delay.

43. Mr Clark characterised the breach as minor, noting that although the Council had the power to prosecute, it chose not to do so.

44. Mr Clark accepted that Mr Watts occupied the Property under a Lodger Agreement from 1 September 2024 to 30 June 2025, paying £750 per calendar month inclusive of utility bills and broadband. He attributed the absence of his signature on the Agreement to an administrative oversight.

45. Mr Clark estimated the cost of utilities and broadband at £193 per room, per month, based on an unsubstantiated annual total of £18,540, divided by twelve months, and subdivided by eight rooms.

46. Upon questioning, Mr Clark clarified that he retains a room at the Property for his own occupation, that being a ninth room. In response to a question from the panel, Mr Clark was unable to confirm exactly how many nights a week he spent in the room but believed he was in occupation one hundred percent of the time.

47. Mr Clark disputed Mr Watts' claim that the Property only had two bathrooms, asserting there were two bathrooms on the first floor, two ensuite bathrooms, and two additional bathrooms elsewhere. However, he conceded that the ensuite bathrooms – one of which was in his own room – were unlikely to be available for communal use.

48. Mr Clark maintained that he is a responsible landlord and denied any negligence. While he acknowledged questioning Mr Watts' expertise regarding damp and condensation, he did not consider this indicative of a breakdown in their professional relationship as suggested. He noted that Mr Watts benefitted from his occupation and that no other occupiers had sought a Rent Repayment Order.

49. Mr Clark accepted that Mr Watts may be entitled to a Rent Repayment Order but submitted that the mitigating circumstances he outlined should either preclude the making of an Order or justify a significant reduction in any award.

50. Finally, Mr Clark argued that Mr Watts should not be awarded reimbursement of his application and hearing fee, asserting that the matter could have been resolved informally had Mr Watts contacted him directly.

Findings of fact and Reasons for the Decision

Was the Respondent the Applicant's landlord at the time of the alleged offence?

51. The Respondent accepts that he is the landlord of the Property and that he received rent from Mr Watts totaling £2,250 for the period in question. The Tribunal is therefore satisfied that Mr Paul Clark, trading as PCP Property, was the person to whom the rent was payable, the person in control of and managing the Property and the Applicant's landlord.

Applying the criminal standard of proof, is the Tribunal satisfied beyond reasonable doubt that the alleged offence has been committed?

52. The Respondent accepts that the property was an HMO within the meaning of section 77 and 254-259 of the 2004 Act, and that the property was required to be licensed under Part 2 of the 2004 Act and was not so licensed between the periods 15 October 2024 to 25 March 2025.

53. Having considered the statement by Mr Paul Carroll of the Council, confirming that the Property was an unlicensed HMO between 15 October 2024 to 25 March 2025, and in light of Mr Clark's own admission, the Tribunal is satisfied that the Property was an unlicensed HMO during the period of the alleged offence.

54. Accordingly, the Tribunal finds that the offence of controlling and or managing an HMO which was required to be licensed under Part 2 of the Housing Act 2004 but was not so licensed contrary to section 72(1) of the 2004 Act is made out.

55. The Tribunal next considered whether the Respondent had a reasonable excuse defence for the failure to obtain the requisite licence.

56. The Tribunal noted that the Respondent did not submit a witness statement or any documentary evidence in support of his case, relying solely on oral submissions at the hearing.

57. Mr Clark submitted that although he had applied for a licence in time, delays by the Council in rejecting the application, changes to electrical regulations, the Christmas period, contractor unavailability, and delays in obtaining parts contributed to the failure to secure a licence.

58. Having considered these submissions, the Tribunal is not satisfied that the matters raised amount to a reasonable excuse capable of extinguishing the Respondent's culpability. No documentary evidence was provided as to the date of the licence application, any correspondence with the Council regarding the application, the alleged regulatory changes, efforts to engage contractors, or delays in obtaining parts. In the absence of such evidence, the Tribunal finds that the Respondent has not discharged the burden of establishing a reasonable excuse.

59. The Tribunal finds that an offence, for which no reasonable excuse has been proven, is made out beyond reasonable doubt under s.43(1) of the 2016 Act. The Tribunal finds that the offence ceased on 26 March 2025 when a valid application for a licence was made. Accordingly, the Tribunal finds, in relation to the period for which an Order is sought, the offence was committed between 15 October 2024 and 25 March 2025. Exercising its discretion, the Tribunal considers it is appropriate to make a rent repayment order.

Determining the amount of the Rent Repayment Order

60. In determining the quantum of an Order, Section 44 of the 2016 Act requires the Tribunal to have regard to specific factors. In particular, Section 44(4) refers to the conduct of the landlord and the tenant, the financial circumstances of the landlord, and whether the landlord has at

any time been convicted of an offence to which this Chapter applies.

61. In *Acheampong v Roman* [2022] UKUT 239 the Upper Tribunal provide guidance on how to calculate the appropriate Order. In summary, the Tribunal is advised to:

    i. Ascertain the whole of the rent for the relevant period;
    ii. Subtract any element of that sum that represents payment for utilities that only benefitted the tenant;
    iii. Consider how serious the offence was and what proportion of the rent, after deductions, is a fair reflection of the seriousness of the offence;
    iv. Finally, 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) and as referred to in paragraph 43 above.

62. Taking each point in turn.

63. The Applicant seeks to recover a total of £2,250.00 representing rent for the period of 1 January 2025 to 31 March 2025.

64. The Tribunal finds that the offence ceased on 26 March 2025. As such, the maximum rent to which the Applicant is entitled is £2,104.75.

65. The Tribunal finds that, pursuant to paragraph 2.4 of the Lodger Agreement, the Respondent was contractually obliged to provide electricity, water, heating and to ensure that the Property has a supply of power and hot and cold running water. The Applicant accepted that utilities and broadband were included in the rent. While he referred to the Respondent's reluctance to activate the central heating, necessitating the purchase of an electric heater, this still involved the use of electricity provided by the Respondent.

66. Neither party provided documentary evidence of the actual costs of utilities or broadband. The Respondent estimated the costs at £193 month per room, per month, based on an annual total of £18,540 divided by eight rooms. However, the calculations did not take account of the Respondent's retention of a ninth room for personal use. In the absence of any actual evidence of costs and doing the best it can, the Tribunal consider a deduction of 10% from the rent to be a fair and reasonable allowance for utilities and broadband. Accordingly, the gross rent is adjusted to £1,894.27.

67. The Tribunal is next required to decide how serious the 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 when compared to other examples of the same type of offence. From there, the Tribunal will consider what proportion of the rent is a fair reflection of the seriousness of this offence.

68. Turning to the former of these two points the Tribunal reminded itself of the guidance provided by the Upper Tribunal in *Newell v Abbott & Okrojek* [2024] UKUT 181 (LC), where, at paragraph 38, the Upper Tribunal referenced previous Tribunal guidance handed down within

Acheampong and in *Hallet v Parker* [2022] UKUT 165 (LC) commenting that, in a list of housing offences which includes the use of violence to secure entry, unlawful eviction and failure to comply with an improvement notice, a licensing offence is relatively of lesser seriousness.

69. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Upper Tribunal went further and, at paragraph 48 and 49 of the decision, the Deputy Chamber President attempted to rank the housing offences by reference to their general seriousness. At paragraph 49, Judge Martin Rodger KC refers to the offence of controlling or managing an unlicenced HMO as *"generally of a less serious type. That can be seen by the penalties prescribed for those offences which in each case involve a fine rather than a custodial sentence."* Judge Rodger KC continues *"Although generally these are lesser offences, there will of course be more or less serious examples within each category."* The Tribunal reminded itself that circumstances pertaining to a licensing offence may vary significantly.

70. Turning to the circumstances of this case.

71. The Tribunal finds that the Respondent is a professional landlord letting eight rooms to ten occupants. The Property was unlicensed for over five months. The Respondent's initial licence application was not validated due to required electrical works. The Applicant reported issues with damp and mould in his room, which the Respondent addressed promptly, albeit following an alleged disagreement. Aside from routine maintenance, the Property appeared to be in generally sound condition.

72. Having considered the totality of the evidence, the Tribunal finds that the offence falls within the mid-range of seriousness as contemplated by section 40(3) of the 2016 Act.

73. The Tribunal then considered what proportion of the rent would fairly reflect the seriousness of the offence.

74. Taking into account the duration of the offence, the Respondent's status as a landlord to multiple let rooms, and the nature of the works required to obtain a licence – specifically relating to electrical safety – the Tribunal determines that a Rent Repayment Order in the sum of 50% of the gross adjusted rent received – as per paragraph 66 - is appropriate, such sum being £947.14.

75. Finally, the Tribunal directed itself to those factors set out in s.44(4) of the 2016 Act.

76. At paragraph 61 of the decision in *Newell* the Martin Rodger KC said:

> "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 been 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 behavior. 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."

77. The Tribunal found the Applicant to be both credible and measured in his evidence. Although he could have sought a Rent Repayment Order from 15 October 2024, he chose not to amend his claim on realising the oversight, and instead maintained a claim for a three-month period. The Tribunal finds no conduct on the part of the Applicant that would warrant any adjustment to the award.

78. The Tribunal found the Respondent's approach to these proceedings to be less professional. He failed to comply with Tribunal's Directions, did not seek permission to submit late evidence or request an adjournment, and appeared to adopt a casual attitude towards procedural obligations. However, taken as a whole, the Tribunal did not find the Respondent's conduct sufficient to move the dial in favour of the Applicant. No adjustment is therefore made for the landlord's conduct.

79. The Respondent did not submit any evidence regarding his financial situation. The Tribunal therefore finds no adjustment for the financial circumstances of the landlord is warranted.

80. There was no evidence before the Tribunal that the Respondent had at any time been convicted of a relevant offence.

DECISION

81. On that basis, the Tribunal determines that an appropriate order is 50% of the adjusted rent paid and makes an order for **£947.14 (Nine hundred and Forty Seven Pounds and fourteen pence)** to be payable within 28 days of the date of this decision.

82. The Applicant has been successful in his application and the Tribunal considers it fair and equitable that the Respondent reimburses the Applicant the £110 application fee and £227 hearing fee within 28 days of the date of this decision.

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 by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at 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.

SCHEDULE

Relevant statutory provisions

Housing and Planning Act 2016

Section 40

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has 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 …

(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 by that landlord.

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

Section 41

(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.

Section 43

(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 has been convicted).

(2) A rent repayment order under this section may be made only on an application under 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance with – (a) section 44 (where the application is made by a tenant) …

Section 44

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

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

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

(4) In determining the amount the tribunal must, in particular, take into account – (a) the conduct of the landlord and the tenant, (b) the financial circumstances of the landlord, and (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

Housing Act 2004

Section 95

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

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