



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

Case reference : LON/00BJ/HMF/2025/0766

Property : 29 Abbotstone Road, London SW15 1QR

Applicant : Lydia Norton

Representative : In person

Respondent : Spot Homes Ltd, now Vision Nest Group Ltd

Representative : Des Taylor of Landlords Licensing and Defence

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

Tribunal : Judge Adrian Jack

Date of Decision : 28th November 2025

DECISION TO STRIKE OUT CLAIM

1. On 14th April 2025 the applicant (“Ms Norton”) applied to the Tribunal for a Rent Repayment Order (RRO) under section 41 of the Housing and Planning Act 2016 against the respondent (“Spot Homes”, now known as Visionnest Group Ltd; Willow Corporate Ltd is an associated company). The matter was listed before me yesterday as virtual hearing to determine whether to strike out the application or to add or substitute Simi Julka (also known as Simi Anderson) (“Ms Julka”) as a party.
2. The applicant attended with Ms Paola Uroda, who had lived at the property in question for a brief period prior to the eviction. The respondent

appeared by Mr Des Taylor of Landlords Licensing and Defence. He had Ms Sinai Torregrossa as an observer, but technical difficulties may have hampered her ability to see and hear the proceedings. Mr Taylor was happy to continue with the hearing notwithstanding this potential problem.

3. Ms Julka did not attend, but she had not been informed of the hearing and is not a party. There was therefore no reason for her to know of the hearing or seek to attend. I emphasise that, when I recount what is said about Ms Julka's behaviour, I have not heard her side of the matter and make no findings whatsoever about her alleged behaviour.
4. As to the facts, there is, as between Ms Norton and Spot Homes no dispute. Ms Julka is the freeholder of 29 Abbotstone Road, London SW15 1QR. By an agreement made 30th November 2023 Ms Julka let the property to Spot Homes for a term of five years from 28th October 2023 at a rent of £3,900 per month.
5. What Ms Norton said in her application is this:

“I was living at 29 Abbotstone Road from February 2024 until 8th March 2025. On the 8th March, the owner of the house turned up while I was away and changed the locks to the front door and all bedroom doors of the property with no prior notice. This is due to her dispute with SPOT Homes/ Vision Nest Group/ Willow Corporate. (All of these are names which the company I had a contract with to rent the room have gone by.) I had a contract with the respondent (who I was led to believe was a management company for this property) to live in a room in the property and have paid regular rent of £225 per week for the duration of living there. The eviction came as an absolute shock and initially we weren't even being let in to collect our belonging without paying money to the owner and signing a new contract with her, which I chose not to do under the circumstances. The owner of the property claimed that SPOT Homes (ETC) had not been paying our rent forwards to her and had no agreement with her to rent the property out to sub letters. I can provide details for the owner of the property if required. I spoke to an individual working at Merton Private Housing who told me there was an HMO for 4 people on the property. During my time living at the property there [were] more often than not 5-6 individuals living in the house. I am seeking an RRO for the time I was living there where we had more people living at the property than was allowed. One housemate didn't even have a window to outdoors in his room. The company would constantly be attending the property coming into the kitchen and multiple times our own private rooms with less than 24 hours' notice.”
6. The agreement between Ms Julka and Spot Homes was only produced during the hearing before me. After discussing the document with Ms

Norton, it was agreed that this was a genuine letting agreement and that Spot Homes were not acting as an agent for Ms Julka.

7. It is now well-established that an RRO can only be made against a claimant's immediate landlord: *Rakusen v Jepsen* [2023] UKSC 9, [2023] 1 WLR 102. (The law is being changed by the Renters' Rights Act 2025, but not with retrospective effect.) Since the agreement between Ms Julka and Spot Homes creates a genuine grant of a five-year lease, an RRO can only be made against Spot Homes. There is therefore no purpose adding Ms Julka as an additional party.
8. In order for the Tribunal to make an RRO against Spot Homes, Ms Norton would have to prove beyond reasonable doubt that Spot Homes had committed an offence listed in section 44 of the Housing and Planning Act 2016. Of the offences listed, the only potentially relevant offences are under section 1(2) of the Protection from Eviction Act 1977 (unlawful eviction) and section 72(1) of the Housing Act 2004 (control or management of an unlicensed House in Multiple Occupation ("HMO")).
9. Section 1 of the 1977 Act, so far as material, provides:

“(1) In this section ‘residential occupier’, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

(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.”
10. The elements of the offence appear to be made out, however, there is no evidence that Ms Julka was acting on behalf of Spot Homes or with the connivance of Spot Homes. On the contrary, Ms Julka and Spot Homes had fallen out. Ms Julka was acting directly contrary to the interests of Spot Homes. It follows that Spot Homes are not guilty of an offence under section 1. An RRO cannot therefore be made against Spot Homes on that ground.
11. As to section 72(1) of the 2004 Act, it is common ground that Spot Homes did have an HMO licence. Ms Norton says that Spot Homes broke the terms of its HMO by allowing too many occupants. That, if proven to the criminal standard (and Spot Homes deny any breach), would be an offence, but under section 72(2) of the 2004 Act, not section 71(1). Section 72(2) is not an offence listed in section 44 of the 2016 Act and cannot therefore provide the basis for the making of an RRO.
12. Accordingly, there is in my judgment no reasonable prospect of Ms Norton obtaining an RRO against Spot Homes and her claim stands to be

dismissed under rule 9(3)(e) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

13. This dismissal is of course without prejudice to any other civil claims which Ms Norton may have, whether against Spot Homes or Ms Julka. She should seek appropriate legal advice.
14. This leaves the question as to whether this matter should be referred to the Director of Public Prosecutions to consider whether any criminal proceedings should be commenced. Both Ms Norton and Mr Taylor encouraged me to do so. In my judgment it is appropriate to do so.
15. Ms Norton says that following their eviction, Ms Norton and the other occupiers of the property called the police. The view of the police was that this was a purely civil matter and they refused to become involved. That is in my judgment quite wrong. Evicting a person from their own home without a Court order is serious criminal offence under section 1(2) of the Prevention of Eviction Act 1977. It is punishable with an unlimited fine and two years' imprisonment. It is worrying that police officers in the Metropolitan Police appear to be unaware of this. I shall direct that a copy of this decision be sent to the Commissioner of Police of the Metropolis.

DETERMINATION

- (a) The claim against the respondent be struck out.
- (b) There be no order as to costs.
- (c) The papers in this matter be referred to the Director of Public Prosecutions.
- (d) A copy of this decision be sent to the Commissioner of Police of the Metropolis.

Signed: Adrian Jack

Judge of the First-tier Tribunal and Recorder of the Crown Court authorised pursuant to section 9(1) of the Senior Courts Act 1981 to sit as a Judge of the High Court.

Dated 28th November 2025