FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AH/HMB/2025/0008**
Property	**:**	**88 Montpelier Road, London CR8 2QB**
Applicant	**:**	**Fredicia King**
Respondents	**:**	**Sumeet Rawal** **New Unicorn Enterprises Ltd**
Representative	**:**	**Lumine Law Firm**
Type of Application	**:**	**Application for a rent repayment order by tenant**
Tribunal	**:**	**Judge Nicol** **Mr S Wheeler MCIEH CEnvH**
Date and Venue of Hearing	**:**	**26th November 2025;** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**27th November 2025**

DECISION

The application for a Rent Repayment Order is dismissed.

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicant was the tenant at 88 Montpelier Road, London CR8 2QB. She lived there with her 2 children, now aged 6 and 11, from 19th July 2023 until around July 2025. On 25th March 2025, the Applicant applied for a rent repayment order ("RRO") against the Respondent under the Housing and Planning Act 2016 ("the 2016 Act").

2. The Tribunal issued directions on 13th June 2025. There was a face-to-face hearing of the application at the Tribunal on 26th November 2025, attended by:

- The Applicant, representing herself;
- Mr George Symes, counsel for the Respondents; and
- Ms Varsha Motwani, a director of the Second Respondent.

3. The First Respondent could not attend due to work commitments.

4. The documents available to the Tribunal consisted of a bundle of 456 pages incorporating both parties' documents. Both parties also sought to adduce skeleton arguments and an additional witness statement each. As set out below, the Tribunal was able to dispose of the case without considering the admissibility of either of the new witness statements.

5. On 22nd November 2025, the Respondents applied for an adjournment. The Tribunal's letter of 25th November 2025 in reply stated,

*By letter dated 25th July 2025 the Tribunal notified the parties that the hearing of this matter would be on 19th November 2025. According to the Applicant, the parties agreed a date change to 26th November 2025. In any event, in August 2025, the Respondent provided a new listing questionnaire in response to an email from the Tribunal case officer which included in the heading, "**Face to Face Hearing : To Be confirmed**".*

*By letter dated 14th August 2025 the Tribunal notified the parties that the hearing had been moved to 26th November 2025. In email correspondence in September 2025 between the Tribunal case officer and the Respondent's solicitor, the Tribunal's emails included in the heading, "**Face to Face Hearing : 26 November 2025 starting at 10:00**".*

In the light of this material, the Tribunal has no doubt that the Respondent was properly notified that the hearing date was 26thNovember 2025 and could not possibly be under the impression that it had not been moved from the original date of 19th November 2025. The Respondent claims there was subsequent correspondence moving the date back to 19th November but I can't find any.

However, on 7th November 2025 the Respondent's solicitor emailed the Tribunal "to respectfully request that the hearing on 19 November 2025 be adjourned" on the grounds that there were county court proceedings between the parties. Subsequent emails also referred to 19th November 2025. It seems that both the case officer and myself assumed that the Respondent's solicitor was referring to the correct date. I refused the adjournment because the county court proceedings provided no basis for it. Whether the correct date for the hearing was 19th or 26th November was irrelevant to my decision.

The parties turned up on 19th November 2025. Given the earlier correspondence about 26th November, I don't understand why one or both

parties would not have checked with the Tribunal before coming. Indeed, the Applicant says she knew the hearing was on 26th November and only came just in case.

In any event, the Respondent has now applied for a further adjournment on the grounds that counsel is not available for 26thNovember and the "Respondent" is travelling out of the country on 23rd November and might not be able to get back by 26thNovember. This application must be refused because:

1. *The hearing was properly listed for 26th November 2025 back in August.*
2. *Counsel's convenience may only be a ground for adjournment if there are compelling reasons why it is necessary to retain particular counsel. No reasons of any kind have been provided.*
3. *No evidence has been provided of either counsel's difficulties or the travel plans of the "Respondent".*
4. *Further, since the Respondents' case includes that the correct "Respondent" is a company, not an individual, the Tribunal is not clear who is being referred to.*

Any further adjournment application will be considered at the start of tomorrow's hearing. Otherwise, the hearing will go ahead.

In any event, the Tribunal will also address at the start of tomorrow's hearing whether the Tribunal has jurisdiction in relation to the Applicant's complaints:

1. *The Applicant seeks a RRO against two Respondents. Although more than one person may commit a relevant offence, a RRO may only be made against a landlord. It appears that one of the Respondents is not the landlord.*
2. *The Applicant seeks a RRO on the grounds of harassment. The Tribunal only has jurisdiction to grant a RRO on certain particular grounds. The only one which includes harassment is a breach of section 1(2), (3) or (3A) of the Protection from Eviction Act 1977 and it is not clear that any of the allegations fall within those provisions. For example, the harassment must be to try to get the tenant to leave but demanding more rent arguably indicates that the landlord wants the tenant to stay.*
3. *The Applicant also seeks a RRO on the grounds of "**Failure to comply with housing standards**, breaching **Housing Act 2004 (HHSRS)**". There is no such ground. There is a failure to comply with an Improvement Notice but, although it appears the local authority had concerns, there is no suggestion that any such Notice was ever served, let alone not complied with.*
4. *The Applicant further seeks a RRO on the grounds of "Retaliatory rent increase". There is no such ground.*
5. *The Applicant alleges she was forced to pay for a garage door. There appears to be no basis on which the Tribunal could have jurisdiction in relation to such a complaint. That is not to say that the Applicant does not have a legal remedy, only that the Tribunal cannot provide it.*

6. *The original application made further allegations of breaches of the Tenant Fees Act 2019, unlawful rent increases/demands and "misrepresentation". Other than to the extent that these support a claim of harassment, the Tribunal would appear not to have any jurisdiction on these matters.*

6. The Applicant sought to respond to the Tribunal's concerns in her supplementary skeleton argument and additional witness statement. Amongst her other submissions, she conceded that:

   (a) The Second Respondent, New Unicorn Enterprises Ltd, was her sole landlord, the First Respondent having managed the property on their behalf. On this basis, the claim against the First Respondent has to be dismissed.
   (b) The only ground she had for the award of a RRO was her allegation that the Second Respondent, through the actions of the First Respondent, contravened section 1(3) and/or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act"). She asserted that her other complaints were all aspects of the harassment she suffered at the Respondents' hands and so relevant to whether section 1(3) and/or (3A) had been contravened.

7. The Tribunal is grateful to the Applicant for narrowing the issues in this way. The Tribunal proposed, in the absence of the First Respondent, to consider whether, putting the Applicant's case at its highest, there is an arguable case that a RRO should be awarded. The parties agreed, save that Mr Symes reserved his position on whether to seek an adjournment if the Tribunal should decide that the Second Respondent had a case to answer.

8. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicant alleged that the Respondent was guilty of harassment contrary to section 1(3) and/or (3A) of the 1977 Act. She accepted that she had to prove her case to the criminal standard of beyond a reasonable doubt. She had particular complaints but also argued that, to the extent that any of them did not pass the threshold by themselves, they could be regarded as doing so when taken together as one course of conduct.

9. The property suffered from disrepair during the Applicant's occupation. The Applicant particularly highlighted a leaking skylight which she implied was typical of the Respondents' approach to repair issues. Initially, the First Respondent instructed his contractor to re-seal it. However, some months later, the leak returned. The Applicant says that the First Respondent refused to believe her on this and did not take action until the local authority, the London Borough of Croydon, intervened, at which point he had it replaced.

10. If the Applicant's account of her housing conditions were correct, she would have a potential claim for breaches of the covenants implied by sections 9A (fitness for human habitation) and 11 (repairs) of the

Landlord and Tenant Act 1985 on the basis that the Second Respondent was obliged to remedy the problems and failed to do so within a reasonable time of being notified of them. However, that is a matter for the county court – it is not within the Tribunal's jurisdiction and is not a ground for the award of a RRO.

11. Harassment under the 1977 Act is a different matter. The Applicant complained that she did not get a proper repairs service but the Tribunal is unable to characterise this as a withdrawal of services that the Respondents intended or had reasonable cause to believe would cause her to leave or deny her her rights. Even if the First Respondent's actions were an inadequate response, it is not in dispute that he sent contractors to look at or deal with at least some of the disrepair.

12. On 4th November 2024, the Applicant and the First Respondent exchanged the following text messages:

> [04/11/2024, 11:08:30] Sumeet Rawal: Good Afternoon What time are you home later today? I will stop by for 10 minutes to share an update on the property.
> [04/11/2024, 19:48:18] Fredicia : There is no reason for you to be here
> [04/11/2024, 19:48:23] Fredicia : I am with my children.
> [04/11/2024, 19:48:38] Fredicia : Whatever your update email it. Thanks
> [04/11/2024, 19:48:54] Sumeet Rawal: Voice call, 1 sec
> [04/11/2024, 19:49:23] Fredicia : You don't have a right to just show up.
> [04/11/2024, 19:49:28] Sumeet Rawal: See I have come here to talk politely
> [04/11/2024, 19:49:31] Fredicia : I am putting my children to sleep
> [04/11/2024, 19:49:37] Sumeet Rawal: I requested you for your time
> [04/11/2024, 19:49:38] Fredicia : Please leave
> [04/11/2024, 19:49:46] Fredicia : And did I respond and agree?
> [04/11/2024, 19:49:51] Sumeet Rawal: I don't want to create trouble
> [04/11/2024, 19:49:58] Sumeet Rawal: It's 5 mins
> [04/11/2024, 19:50:05] Fredicia : Go. I didn't agree to meet you at my house
> [04/11/2024, 19:50:07] Fredicia : Please leave
> [04/11/2024, 19:50:10] Sumeet Rawal: Ok
> [04/11/2024, 19:50:40] Sumeet Rawal: I have bank coming to inspect the property as my mortgage has lapse
> [04/11/2024, 19:51:00] Sumeet Rawal: I want to agree a time and we missed 3 times this year
> [04/11/2024, 19:51:23] Sumeet Rawal: I want to check with you how do you want to proceed as this can't continue
> [04/11/2024, 19:51:52] Sumeet Rawal: Most importantly the mortgage papyement is due 6 and want to understand if you are good to pay by 5 as per your word

> [04/11/2024, 19:54:13] Sumeet Rawal: If this one lapse my house will be repossessed so I dint want a problem hence I came down I have received a final warning from the bank
> [04/11/2024, 19:54:20] Sumeet Rawal: Which I can't ignore
> [04/11/2024, 20:03:59] Sumeet Rawal: I kindly request you to clear all your dues on time. also as shared, please check the Sep rent payment, which was short to be cleared along with the deposit You have to understand I have dues to pay and can't afford this
> [04/11/2024, 20:06:11] Fredicia : Ok
> [04/11/2024, 20:06:51] Sumeet Rawal: Thanks
> [04/11/2024, 23:51:39] Fredicia : Sumeet can I remind you of the following please: Under The Housing Act 1988, landlords must give at least 24 hours' notice before visiting, and the tenant must give permission. As the tenant is entitled to quiet enjoyment of their home, they can refuse access to the property if necessary. Please stop showing up at the address, unannounced. I don't believe that an inspection should be made at 7pm; if that is what you are claiming. Thank you.

13. The Applicant complained that this was just one example of a number of unannounced visits which the First Respondent or his contractors made, often at inconvenient hours, which together constituted harassment. Her elder child is neuro-divergent and it is difficult if evening routines are disrupted.

14. The Tribunal is not satisfied that these visits constituted harassment:

(a) The Applicant is wrong to say that a landlord must give notice every time they visit. Notice is required in order for a landlord to have a right of access to the premises but not just to turn up to talk or even to ask for permission to enter despite a lack of notice.
(b) The Applicant classes the above exchange of texts as harassment contrary to section 1 of the 1977 Act. It is not. The First Respondent's messages never stray from being polite and he gives up trying to talk to the Applicant within just a few minutes. Further, there is nothing to suggest that the First Respondent intended or had reason to believe that this exchange might cause the Applicant to leave or refrain from exercising her rights.
(c) The Applicant said she focused on the events of 4th November because she had the texts to show what was actually said. However, it is also a measure of what the Applicant regards as harassment. She did not suggest that any other incidents were any worse than this one. If all interactions between them were at no more than this level, then the Tribunal is satisfied that the First Respondent did not harass the Applicant.

15. The property included a garage. According to the tenancy agreement, the "Premises" included the garage. The Applicant was dissatisfied with the condition of the door to the garage and arranged to have it replaced at a

cost to her of £1,200. She accused the First Respondent of failing to do so himself or to reimburse her.

16. This does not remotely fall within section 1 of the 1977 Act. A garage would not normally come within a landlord's statutory repairing obligations and there is nothing in the tenancy agreement about its repair or maintenance. Again, there is nothing to suggest that the First Respondent intended or had reason to believe that this issue might cause the Applicant to leave or refrain from exercising her rights.

17. Twice during the tenancy, the First Respondent tried to put up the monthly rent. The Applicant agreed to the first rise, from £2,400 to £2,700, but not to the second, to £2,950. She asserted that this was done to try to price her out and pointed to the contrast with the next tenant who was only asked to pay £2,400.

18. However, the Applicant also complained bitterly that the First Respondent kept complaining about his financial difficulties while having to pay for repairs and deal with her failing to pay the rent on time or, latterly, at all. When she refused the second rent increase, he did not press it. On the Applicant's own evidence, the obvious inference is that the First Respondent wanted her to stay and pay an increased rent in order to help ease his financial problems, not to try to get her out.

19. The Second Respondent served a section 21 notice and then a section 8 notice. On 30th April 2025, the court ordered possession on a mandatory ground, gave a money judgment for rent arrears of £16,200 and £88.77 per day from 21st May 2025 until possession was obtained, and struck out the counterclaim. The Applicant complained that the service of the two notices constituted harassment under section 1 of the 1977 Act but that is clearly nonsense. For whatever reason, the Applicant had built up substantial rent arrears and the Second Respondent was fully entitled to take possession proceedings, of which the notices were a preliminary stage. Further, the judgment vindicated that approach.

20. The Applicant pointed to the withdrawal of the section 21 notice but the Respondents' actions are understandable. There remains an ongoing county court case in which the Applicant alleges that the Respondents breached the provisions of the Housing Act 2004 relating to the protection of tenancy deposits. If the Second Respondent had pursued a claim for possession based on the section 21 notice, the proceedings could have been embroiled in a lengthy and expensive argument about whether the notice was valid due to the deposit issues. Although the section 21 notice is normally the quicker procedure, in this instance it would have been entirely reasonable for the Respondents to have viewed the section 8 procedure as more expeditious.

21. Taking all the Applicant's points together, rather than each in isolation, does not help her. None of them constitute harassment individually. Adding nothing to nothing does not produce anything more than nothing.

22. Essentially, the Applicant has a list of complaints against the Respondents and, because she is before the Tribunal, she has tried to squeeze and contort those complaints to fit within the Tribunal's jurisdiction. However, while the majority, if not all, of her complaints, if proved, have corresponding legal remedies, those remedies are not available from the Tribunal. It is wrong to characterise the Respondents' actions as falling within section 1(3) or (3A) of the 1977 Act.

23. Therefore, the application must be dismissed. Mr Symes indicated that his clients might wish to apply for their costs under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. It is open to them to do so, assuming they feel that they can get over the very high hurdle as to what constitutes unreasonable behaviour, but this would best be left until after the parties have seen this written decision containing the Tribunal's full reasons. Also, the Respondents have yet to draw up a statement of costs which would be essential to any such application.

Name: Judge Nicol **Date:** 27th November 2025

Rights of appeal

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.

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.

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.

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.

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.

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

Appendix of relevant legislation

Protection from Eviction Act 1977

Section 1 Unlawful eviction and harassment of occupier

(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.

(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.

(3C) In subsection (3A) above "landlord", in relation to a residential occupier of any premises, means the person who, but for—

(a) the residential occupier's right to remain in occupation of the premises, or

(b) a restriction on the person's right to recover possession of the premises,

would be entitled to occupation of the premises and any superior landlord under whom that person derives title.

(4) A person guilty of an offence under this section shall be liable—

(a) on summary conviction, to a fine not exceeding the prescribed sum or to imprisonment for a term not exceeding 6 months or to both;

(b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.

(5) Nothing in this section shall be taken to prejudice any liability or remedy to which a person guilty of an offence thereunder may be subject in civil proceedings.

(6) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he as well as the body corporate shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

(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, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to *"an offence to which this Chapter applies"* is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let 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

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

(b) the offence was committed in the period of 12 months ending with the day on which the application is made.

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

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

(b) the authority has complied with section 42.

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

Section 43 Making of rent repayment order

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

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

(3) The amount of a rent repayment order under this section is to be determined in accordance with—

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

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

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

Section 44 Amount of order: tenants

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

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