FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AK/HMF/2025/0722**
Property	**:**	**19 Huxley Road, N18 1NW**
Applicant	**:**	**Yasmin Haki Ahmed**
Representative	**:**	**Mr. Hekimian (Represent Law) Ref: NRA/16544-RRO**
Respondent	**:**	**Aamir Mohammed Sayeed Budi**
Representative	**:**	**In person**
Type of application	**:**	**Application for a Rent Repayment Order, pursuant to sections 40, 41, 43 & 44 Housing and Planning Act 2016**
Tribunal member(s)	**:**	**Judge S. McKeown** **Mr. Andrew Thomas RBI FRICS MBA MIFireE**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**8 December 2025**

DECISION

Decision of the Tribunal

(1) The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under Section 95(1) of the Housing Act 2004.

(2) The Tribunal has determined that it is appropriate to make a rent repayment order.

(3) The Tribunal makes a rent repayment order in favour of the Applicants against the Respondent, in the total sum of £2,957.32, to be paid within 28 days of the date of this decision.

(4) The Tribunal does not order the Respondent to reimburse the Tribunal fees.

Introduction

1. This is a decision on an application for a rent repayment order under section 41 of the Housing and Planning Act 2016 ("the 2016 Act").

Application and Background

2. By an application dated 17 March 2025 (A3) the Applicant applied for a rent repayment order. The application is brought on the ground that the Respondent committed an offence of failing to have a selective licence for 19 Huxley Road, N18 1NU ("the Property"), an offence under section 95(1) of the Housing Act 2004 ("the 2004 Act"). (As to s.95(1) please see below and the application to amend).

3. The application states that the Applicant was the tenant of the Respondent from 7 June 2023 until 6 May 2024. The property is situated within the London Borough of Enfield, which has operated a selective licensing scheme since 1 September 2021, which applies to all privately rented properties occupied by one or more people or single-family households. It is said that the local authority has confirmed that it had not received an application for a selective licence and that at all material times, the Property was occupied by a single-family household.

4. A RRO was sought in the sum of £24,000 (for the period of 7 June 2023—6 May 2024 (£2,200 per month), although the amount sought has been amended, as set out below.

5. The Respondent's position is set out in a document (R1). In summary, this states:

   (a) The household income was confirmed to include Mr. Hassan's salary. He completed the application. The tenancy was granted in the Applicant's sole name, but he lived at the Property;
   (b) The deposit and first month's rent were paid to Galaxy Estates (the agent), who were

responsible for protecting the deposit. The Applicant brought a claim against the Respondent in the County Court in relation to deposit protection;

(c) The Applicant has provided inconsistent information about her UC entitlement;

(d) The deduction for adults is only made when income details for the adults is not known;

(e) If the DWP had been aware of Mr. Hassan's full salary and the continued support of the Applicant, her housing costs would have been substantially reduced or removed altogether. Her continued receipt of £1,728.54 and the RRO would be double-recovery;

(f) The Applicant's husband continues to provide financial support;

(g) The Applicant left the Property before the end of the term after obtaining a larger property;

(h) The last month's rent was not paid and there were significant arrears on the gas and electricity accounts (£1,112.86);

(i) The Applicant made extensive alterations without consent – reflooring, repainting and removing furniture and appliances;

(j) The Applicant has already benefited from an award in the County Court in respect of the deposit;

(k) The Property was not a HMO;

(l) The Respondent is a first-time landlord and the Property is his only property. The tenancy was arranged out of necessity and not for profit. It was a temporary arrangement, not a commercial venture.

6. On 4 July 2025 (A104) the Tribunal issued directions for the determination of the application, providing for the parties to provide details of their cases and the preparation of a hearing bundle.

7. The Respondent asked the Tribunal to strike out the applicant. Judge H. Carr considered this request and the Tribunal wrote to the parties on 25 July 2025 (R31) stating, among other things, that the application for a strike out was refused. It was noted that there was "some ambiguity in the applicant as there is a reference to HMO licensing" and the Applicant was invited to apply to amend its application if appropriate.

Documentation

8. The Applicants have provided a bundle of documents entitled of compro4ing a total of 114 pages (references to which will be prefixed by "A__").

9. The Respondent has provided a "Preliminary Note" totalling 6 pages. There is a bundle of Appendices (references to which will be prefixed by "RA__"). There is a witness statement and further documents in a bundle from the Respondent comprising 58 pages (references to which will be prefixed by "R__").

10. The Tribunal has had regard primarily to the documents to which it was referred during the hearing.

The Written Evidence of the Parties

11. There is a witness statement from the Applicant (A37). This confirms, among other things:

(a) She lived at the Property with her two children;
(b) The Respondent was her landlord. His agent was Talha Bham of Galaxy Estates;
(c) The Property was a three-bedroom terraced house;
(d) The Applicant lived at the Property with her children;
(e) The rent was £2,200 per month. A deposit of £2,200 was paid;
(f) The Applicant paid Council Tax, and additional amounts to the Respondent for water and electricity;
(g) The were no fire doors and one was very hard to open;
(h) The Applicant received £1,724.54 from Universal Credit towards her rent each month (leaving £471.46 for her to pay);
(i) There were mice in the Property, which she resolved by contacting a pest control service;
(j) They moved in on 7 June 2023 and moved out on 6 May 2024. They left as the Respondent said that he needed to move into the Property;
(k) The Applicant left the Property with the rent paid in full and no damage;
(l) The Applicant asked for the deposit but the Respondent said that they agent had it and the agent said the Respondent had it (A95);
(m) The Applicant received no information about deposit protection. Justice for Tenants found

there was no deposit protection under her name and address (A99).

12. There is a witness statement from the Respondent (R1). He states, in summary:

(a) The Property is his only property, which he purchased in 2021. He resumed occupation on 10 May 2024;
(b) He let out the Property when he moved in with his parents;
(c) He used Galaxy Estates as agents, and they dealt with the initial setup, including tenant introduction, referencing and receipt of the first month's rent and deposit. He relied on their guidance;
(d) Ms. Hassan (the Applicant's son) completed the tenancy process. The Respondent accepted the tenancy on the understanding that Mr. Hassan would contribute to the rent;
(e) The Applicant negotiated the tenancy in her name to inflate the UC housing element and she received a higher UC payment than she would otherwise have been entitled to;
(f) Mr. Hassan lived at the Property for the entire tenancy;
(g) The Respondent was unaware that LB of Enfield operated a selective-licensing scheme. Galaxy Estates did not inform him of the requirement to obtain a licence. The Respondent reasonably relied on their professional advice, and he believed that all formalities had been completed. When he discovered the licensing requirements, he contacted the Head of Licensing at the local authority, but there was not requirement for a licence at that stage, as he had moved into the property;
(h) No rent was paid for May 2024;
(i) Utility arrears of £1,112.86 remain unpaid;
(j) There were unauthorised alterations to the Property – repainting, installation of new flooring;
(k) The Applicant removed or gave away several times in the Property including an Air Fryer, microwave, toaster and kitchen furniture;
(l) Not all keys were returned;
(m) The Applicant left the Property or her own accord. The Respondent did not require her to leave before the last day of the fixed term;

(n) The application seeks repayment of rent already met by the state, to which the Applicant was never entitled;

(o) The Applicant has already received compensation in terms of the award for the deposit;

(p) Issues are raised of reasonable excuse and mitigation.

The Hearing

13. The Applicant was represented by a solicitor, Mr. Hekimiani. The Respondent represented himself.

14. At the start of the hearing, the Respondent said that he had received a Skeleton Argument from the Applicant on Saturday 29 November 2025. It was noted that the directions provided for Skeleton Arguments to be provided 3 clear days before the hearing. Mr. Hekimiani said that he was only instructed at weekend. When asked why the author, Mr. Barrett, had not provided it earlier, he said that it was possible that Mr. Barrett had been ill. Mr. Hekimiani thought that a copy of the Skeleton Argument would have been sent to the Tribunal, but could not confirm it definitely had been sent. The Tribunal members did not have a copy until it was provided at the hearing.

15. The Applicant stated that the Skeleton Argument was different to the Applicant's case and contained inaccuracies. The Tribunal said that it would look at the Skeleton Argument and the Respondent could make any points he wished to in respect of its contents.

16. The Skeleton Argument confirmed that the figure claimed by the Applicant was £10,372.12.

17. The Skeleton Argument sought to amend the Applicant's case. No formal application was made, but oral submissions were made by Mr. Hekimiani. He sought to change the reference to s.72(1) 2016 Act to s.95(1) 2016 Act. He said that the application correctly referred to a selective licence but did refer to the wrong section. He said it was clear on the application that it was in respect of a breach of selective licensing and it would be contrary to the overriding objective not to allow the amendment. When asked why the application had not been made earlier, Mr. Hekimiani said that Judge Carr's comments (see above) had been missed. It was clarified that the application to amend was pursuant to r.6(c) of the Tribunal Rules (The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

18. The Respondent said that the letter from Judge Carr was dated 23 July 2025 and since then, the Applicant's representatives had prepared a bundle and a revised bundle, and they had had ample time to make the application, but he had only received the Skeleton Argument 2 days before the hearing. The application this could have been done much earlier in accordance with Judge Carr's direction. He said that this was he was entitled to know the correct case and the case should have been correct from the time it was made. Judge Carr had then given a further opportunity.

19. Mr. Hekimiani said that the application (A13, para. 5-6) referred to a selective licensing scheme and the only mistake was at para. 7 which referred to the wrong section of the statute. The email from Judge Carr had been missed but the Respondent was aware that the reference to a HMO was a mistake. The evidence all related to selective licensing so there was no prejudice to the Respondent. He referred to the Overriding Objective. He said that the basis of the claim had been clearly articulated and, from what the Respondent had said, he understood the reference to s.72 was incorrect.

20. The Respondent referred to the Applicant's revised bundle and her witness statement which referred to a claim for lack of deposit protection and to a failure to comply with HMO licensing, which was dated 28 October 2025. He referred again to the fact that the Skeleton Argument had only been received on Saturday.

21. The Tribunal said that it would allow the amendment. It gave brief reasons at the time but said that fuller reasons would be provided in its decision. They are as follows:

22. The application should have been made earlier but the Tribunal also had to have regard to the overriding objective, which was to enable the Tribunal to deal with cases fairly and justly, which included:

> (1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.
>
> (2) Dealing with a case fairly and justly includes—
>
> (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
>
> (b) avoiding unnecessary formality and seeking flexibility in the proceedings;
>
> (c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;

(d) using any special expertise of the Tribunal effectively; and

(e) avoiding delay, so far as compatible with proper consideration of the issues.

23. The Tribunal determined it was appropriate deal with the real issue, which was whether a RRO should be made in respect of a failure on the part of the Respondent to obtain a selective licence. The documentation and evidence provided by both parties went to this issue. The Grounds of Application (A13) do refer to s.95 and to a selective licensing scheme. It is stated that the Property was occupied by a single-family household and required a licence under the selective licensing scheme. The reference in paragraph 7 to s.72 and to a "HMO" is a mistake but it is clear from the rest of the Grounds that the application is pursuant to s.95.

24. The Applicant then gave evidence. She confirmed her name and her witness statement (A37) save that she said that there was an amendment to the amount of Universal Credit. She referred to A77, A75 and A73 and said that the amount set out was £1,814.27 but there were non-dependant deductions (£171.46) and the benefit cap (£300). She confirmed that the statements for March and April 2024 were not in the bundle, but that the amount was £1,728.54 and for these months and the other applicable months, the housing element was £1,728.54 and there were non-dependant deductions £171.46) and the benefit cap (£300). She confirmed the rent was £2,200 per month and she lived at the premises for 11 months. She confirmed that her Universal Credit changed as her daughter turned 21. She said that the bills were paid through the Respondent – he would give an amount for water and electricity, which she paid and that this was in addition to the rent.

25. She was then questioned by the Respondent as follows:

26. She was referred to the tenancy application email (R3) and she confirmed that it referred to her adult son and that it said he earned £35,000. She confirmed this was correct and said that her son helped her as her English was not good. She said that on the application she had to say who else was going to live in the property, but she was the one on the tenancy agreement.

27. The Respondent said that he accepted the tenancy application on the basis of the Applicant's son's salary who had lived at the Property the whole time, which the Applicant confirmed was true.

28. The Applicant was asked how she was able to get the amount of Universal Credit (particularly the housing element) with her son earning £35,000 per annum. She said that he would have to ask Universal Credit – that she declared that her son lived with her and the DWP made a deduction for him and whatever they gave her was based on that. She was asked if

she had told the DWP that her son earned £35,000 and she said that the DWP would have to ask about this. She said that she declared who lived with her. The Respondent put to her that it was her duty to declare the income of the whole household. She said that it was for DWP to ask, she said her son was over 21 and was living with her, that if they needed further information they could have asked her and she would have provided it. She said that the DWP knew and continued to know who was living with her, that her son lived with her and that he worked and she was not hiding anything.

29. The Respondent put to her that if the DWP had known of her son's salary her Universal Credit award would not have been so high. The Tribunal then discussed this with the Respondent and set out its understanding of the position. The Respondent was told that he would need to address this in submissions and refer to any material in support of his contentions.

30. The Respondent asked the Applicant how, based on her son's tenancy application, she was able to negotiate a tenancy agreement in her own name. She asked why the Respondent put her name on the tenancy agreement, saying he was the property owner and had the right not to accept her as a tenant? He asked who issued her tenancy agreement and she said it was his agents. The Respondent said that his agent should have put her son's name on the agreement. The Applicant confirmed that she put the deposit and first month's rent into the agents' account. She said that the Respondent signed the tenancy agreement but it was then confirmed that there was no counter-signed tenancy agreement in the bundles (the Respondent said he was never provided with a copy).

31. The Respondent put to her that she left owing the last month's rent and she said that this was correct, but the Respondent had agreed that they could move out. She said that he had called her to say that he had an issue and wanted to see his children, asking her to move out. She said that she did a lot of work to the Property but the Respondent said that he needed to see his children. She had asked if they could live at the Property for 3 years and had asked if it was an investment property and the Respondent had lied to her.

32. The Respondent asked her about the utility arrears. She said that she always paid what he told her. In respect of the last month, he told her what was due and she said that it could be deduced from the deposit.

33. The Respondent put to her that the tenancy agreement was for 12 months, that she was aware that he was divorced and she left a month before the end of the fixed terms. He said that two months' before the end date, he had notified her that he would not be extending the tenancy agreement. She said that he had not given her any notice. She said he had called her at the end of March 2024 and said he needed the Property, but there was nothing in writing. She said he was begging, saying he

need to see his sons, and it was not a good time for them to move (her daughter was doing her exams). She said she would not put time and effort into the Property, making it liveable and then decide to move out. She moved out as she thought he was good person and needed to see his children, not of her own will. She said that if he had said they did not need to move out before June 2024 this would have been good as they were not ready to move out. The Respondent said that the tenancy agreement was 12 months and when he notified her that he would not be renewing it, it was the Applicant's responsibility to look for new properties. She said that she could have stayed and looked for properties, and let her daughter finish her exams, but he had begged her to leave.

34. The Respondent confirmed that the utility arrears were £1,112 and asked the Applicant why she expected the full deposit amount knowing she had arrears and why she had asked for it to be paid into her son's account? She said that the deposit was her son's money as he had helped her with the deposit as she was not working. She had said told the Respondent that if he wanted, he could deduct the arrears from the deposit or he could return the full deposit and she would pay the arrears if she was given the utility bill. The Respondent said that he had supplied her with the bill. She said that he had always paid for the utilities monthly and that she had asked that her name be put on the utility accounts so she knew how much they were, but he had not.

35. The Respondent asked her about the change the flooring. She confirmed she had replaced the carpets upstairs at the Property as they were old and dirty. She had replaced them with wood. She said she the Respondent had given her permission but there was nothing in writing. She told him she had allergies, he was happy for her to replace the carpets and he was happy when he came to see the Property.

36. She agreed she had painted the walls a different colour, but said that she had asked him and he had granted permission.

37. The Respondent asked her why she had breached the terms of the tenancy agreement and she said that she had been granted oral permission to do the works.

38. The Applicant confirmed that she had received the deposit money. The Respondent asked her why she had sought the full deposit when she said she was happy for the utilities to be deducted. She said that she had not paid the utilities because she had brought this application and she would have paid if the Respondent showed her the bill/calculation. The Respondent referred to R28 and said he had sent it to the Applicant. She agreed this but said that she had not taken a meter reading and so did not know if it was accurate. She said that she had previously paid what he had told her every month.

39. The Respondent put to the Applicant that she had claimed in respect of the deposit for financial gain. She said that she had asked him about it and if he had paid it to her, they would not be in this position.

40. The Respondent asked her why she had asked for the deposit to be paid into her son's account. She said that he had helped her with the deposit as she had to pay the rent in advance as well.

41. The Respondent asked her about her assertion in her witness statement that she was distressed about the Universal Credit. She said that he was alleging she had committed fraud and she said that the DWP gave her what they gave her.

42. The Respondent put to the Applicant that she had said to him that she could stay in the Property for 6 months without paying rent and this showed her attitude. She said she had never said that.

43. The Applicant confirmed that she paid the deposit and first months' rent and her son had transferred the money to her account. The Respondent asked her why she had not provided her account details for return of th4e deposit. She said that it was her son's money. The Respondent put to her that she had done this so she did not have to show Universal Credit how much money was going in to her account. She said that that was not an issue, she was allowed to have up to £16,000 in her account. She said that it was her son's money and if she had known this would happen, she would not have done it. She said that she was allowed to have some money.

44. The Respondent put to her that, by not giving her account details, she had pursued her case for financial gain. She said that if she wanted financial gain, she would not have told him to deduct from the deposit.

45. The Respondent asked her for a document in which she said to deduct from the deposit. The Applicant said that she had sent it to her solicitors (Mr. Hekimiani said that this was a reference to without prejudice correspondence).

46. The Respondent put to the Applicant that her son was the real person controlling everything. The Applicant disagreed with this and said that her son was helping her as her English was not good, but that she was the person on the tenancy agreement.

47. The Respondent put to the Applicant that if her son's name had been on the tenancy agreement, she would not have been awarded Universal Credit. The Applicant said that she was on the tenancy agreement (and the Tribunal observed that if the Applicant had not been the tenant, she could not have made the application).

48. Mr. Hekimiani then asked some questions in re-examination as follows:

49. He referred the Applicant to A85 and she confirmed that the messages in grey were from the Respondent and hers were the messages in blue. She confirmed that the messages were sent two weeks after she moved in, the Respondent had come to the Property to get some letters and he had taken some photographs and sent them to her. She confirmed that the floor had been changed at the time of his visit and the walls had been painted. She was asked what "Mashallah" meant. She said that it was used if something was beautiful. She said that when the Respondent came to the Property, he went upstairs and downstairs and liked it.

50. The Applicant confirmed that, to the best of her knowledge, she had provided the DWP with all the information they had requested.

51. The Applicant confirmed that the messages at A95 were between her son and the agents. She said that A81 was sent on 3 May 2024 and it was after the telephone conversation with the Respondent. She said that when he asked her to move out, he had not given her a date, but he had telephoned her at the end of March 2024, saying his marriage had broken down and he needed the Property back. He told her to look for properties and she did. She asked if they could move out if they found a property they liked and he said to let him know, which they did. He then agreed that they move out.

52. The Respondent then gave evidence. He confirmed his name and that his witness statement (R2) was true. He was asked questions by Mr. Hekimiani as follows:

53. He confirmed the order in respect of the deposit (R9). He confirmed it was a claim for deposit protection. He said he had paid the judgment debt. It was put to him that the Court ordered the return of the deposit and a "1.5x" payment. He confirmed that the Applicant was the Claimant and he was the Defendant.

54. He was taken to R2, para. 6B and asked when he had asked the imam to mediate. He said that it was in May 2024.

55. The Respondent confirmed that he is currently trying to start a business but that he had to take "time out" for personal reasons.

56. It was put to the Respondent that he did not work for the DWP and was not an expert in that area. He said that the average person was able to understand how Universal Credit works.

57. There were no further questions put to him by Mr. Hekimiani.

58. The Tribunal noted that the Respondent had not asked the Applicant about the missing items. He was then given an opportunity to do so. The Applicant said that when they had been given the key to the Property, they told the Respondent to take the small appliances like the kettle and air-fryer as she had her own. He had said to do "whatever" so she had put them outside.

59. In respect of the keys, the Applicant said that they were only given one set. The Respondent had asked her to collect keys from the estate agent, but they never did. They had returned the one set they had been given. She said that the Respondent was talking about the internal keys (for the windows) which she had left in the Property.

60. The Tribunal then asked the Respondent some questions.

61. He said, in respect of the keys, that there were two sets for the front door and a set of internal keys. One set of keys for the front door were with the estate agent and he believed the Applicant had them as she was in the Property when he gave her the additional set. R37 was a text exchange with the Applicant's son asking about they keys. He said he only got back on set of front door keys. He said that the Applicant wanted him to remove a bed as well as sofas which he agreed to do. He was never told to remove the items in the kitchen. He said that the missing items were: air-fryer, toaster, microwave, cutlery, plates, airbed and that one set of curtains were changed, one was removed. He confirmed the utility arrears were as set out at R28.

62. The Tribunal told the Respondent that it had to take into account his financial circumstances, that he was not under any obligation to disclose anything, but that the Tribunal could not take into account matters it was unaware of. He was then given an opportunity to detail his financial circumstances. He said that he was not in a good financial position, and he had taken a substantial "hit" in terms of the deposit protection. He referred to the R40 and his medical situation. He said that he was responsible for raising his children (details were given about his son which the Tribunal will not set out). He said he relied on Galaxy Estates. He said that he had gone through proceedings in the family court and a substantial amount of his financial resources had been dedicated to that. He said he had tried to build them back up but it had not been easy and he had suffered losses as a result of this tenancy – the deposit award and the alterations to the Property. He said that he was trying to get the Property back to its original form as the wooden flooring did not suit his child, who needed carpet and painting that matched. He confirmed that he only owned the Property and that he was living there.

63. The Respondent said that he did not give permission for the alterations – that they were based on what was convenient for the Applicant, not for him. He asked why he would have given permission and he referred to R51. He said he had already changed it back.

64. The Tribunal asked him about A85. He said that the messages were only extracts, and this was a conversation about 2 months into the tenancy. He said that he was going through family court proceedings and knew the letting was short-term. He said that there was a risk that the Applicant would change more things in the Property and he said it looked clean, but he was not happy with the changes. He said that he thought that if said anything, as the Applicant had said she could stay at the Property and not pay, he was scared. He said that did not want to "rock the boat".

65. The Tribunal asked the Respondent about Galaxy Estates and suggested that there was nothing showing that the agents agreed to deal with licensing of the Property and referred him to R34. The Respondent said that he was a first-time landlord and was reliant on Galaxy Estates. He said that that R34 was the agent disclaiming responsibility. He confirmed that he could not show the Tribunal a contract with the estate agent to show that they had agreed to deal with the licensing of the Property. He said he had been advised to make a complaint to the Ombudsman and that the agent had taken advantage of his situation.

66. The Respondent said that the tenancy agreement was not signed. He was asked if he agreed that he had had a tenancy agreement with the Applicant, that she had been his tenant. He said that her son was his tenant.

67. The Respondent then made submissions:

68. In terms of Universal Credit housing element he said that the Applicant declared that an adult living at the Property was working she but did not declare her son's income. He said that if she had, she would not have got Universal Credit as it was awarded on the full earnings of the household. He referred to R23, R24 and R2 and said they confirmed the Applicant's son's employment. He said that it was a single-family tenancy, not a House in Multiple Occupation. He said that the rent was funded by Universal Credit and the Applicant omitted her son's income. The Respondent said he had reported her to the DWP. The Applicant's conduct weighed against the making of a RRO, that she had already profited from the deposit claim and to make a RRO would be double-recovery.

69. The Tribunal asked about the relevant of Universal Credit, given that it is deducted from the rent paid if a RRO is made. He said that if the Applicant had declared her son's salary, she would not have been entitled to Universal Credit. The rent was paid with public funds and the question was whether public funds would have been awarded if she had declared her son's salary. This was why he had reported her to the DWP and they were conducting investigations.

70. The Respondent said that a RRO would be a "second bite of the cherry" in terms of the Applicant seeking to recover the cost of her voluntary alterations. He referred to R12. The Applicant had been notified of the utility arrears and had not paid. She asked for £3,800 for her voluntary alterations which were in breach of her tenancy. R49 showed that she did not provide her own bank account details for the deposit.

71. Section 44(4) 2016 Act required the Tribunal to have regard to conduct and he relied on the use of public funds, the Applicant's non-disclosure, the utility arrears and the award already made in terms of the deposit.

72. In terms of the Applicant leaving the property, he said that she was told 2 months before the contract ended that he needed to have the Property back and he would not renew the tenancy. The Applicant said she could stay for 6 months and not pay rent. He was asked if he had agreed to the Applicant leaving early. He said not at the time she wanted to leave. He said to telephone him if she found a property to move in to early, but once they found one, they did not notify him. He said as a compromise, he would have preferred that the tenancy end and then she moved. He referred to R35 and said that he agreed on week's rent. He then said that there was no agreement for the Applicant to leave early: she had said she was moving out on a date.

73. The Respondent said he had not agreed to the alterations, there had been no payment for the utility arrears. He said that once he found out about the need for a licence, he had contacted the local authority and provided all his information.

74. He said the Applicant had said she could have stayed at the Property without paying.

75. He said that he had suffered a financial loss from the tenancy. He mentioned his mitigation circumstances – his mental health, the effect the application had had on him, his need to look after his children and the fact that he did not let the Property out for commercial gain. The Applicant had already had the deposit award and this was an attempt to get more. He had not intended to become a landlord but it had became necessary for the reasons set out in his documents.

76. Mr. Hekimiani then made submissions. He said that the County Court had determined that the Respondent was the Applicant's landlord. He said that the deposit claim would have been the appropriate forum for issues about the missing items, the utilities. He accepted that the Tribunal did not have any documents to show what issues were raised in that claim, whether there was a Counterclaim, what the County Court findings were (beyond the order).

77. It was said that the Respondent moved back into the Property on 10 May 2024 and the Applicant had not wanted to move out. If the law had been followed, a s.21 notice should have been given, but could not have been given as the deposit had not been protected. The deposit was not returned for several months.

78. The Tribunal asked about the effect of the County Court order and the fact that a remedy had been obtained. Mr. Hekimiani said that the deposit was not returned until after the County Court award which was over 12 months later. He said that the Respondent did not acknowledge that the County Court claim and this application were two separate claims. They were not "for profit" but were lawful claims.

79. Mr. Hekimiani said that the Tribunal had a discretion as to what the award should be. The Respondent had shown no ownership of the fact that he was aware the Applicant was the tenant, despite correspondence to contrary and the County Court order. Nothing had removed the Applicant's ability to make this application.

80. The Respondent's statement that there was no agreement to leave early was contradicted by the WhatsApp messages. There did appear to have been finger-pointing between the Respondent and the agent about the deposit. The Respondent had benefitted from being able to move back into the property.

81. Mr. Hekimiani said that if the Respondent had complied with his responsibilities, they would not be at the Tribunal. Even if he had returned the deposit promptly, they would not be here. Had the deposit been protected, the issues about missing items or arrears would have been addressed by the deposit scheme, i.e. without the involvement of the court and promptly.

82. There had been discussion about the amount of Universal Credit (housing element) actually paid and Mr. Hekimiani confirmed the Tribunal's interpretation was correct (as set out below).

83. Mr. Hekimiani said that ignorance of the law was no defence and it was the Respondent's obligation to comply with the law.

84. He said he was concerned about the attack on the Applicant's credibility in light of the DWP issues raised. An issue arose as it became apparent that the Respondent had correspondence addressed to the Applicant and sent to the Property (this was returned to her at the end of the hearing). Mr. Hekimiani said that the Applicant had responded to the DWP. In terms of the utility arrears, he said that if there were amounts owing, it should have been made clear to her. When she was asked to pay, she had paid.

85. Mr. Hekimiani said the amount of the award should be 100%.

86. There was then an issue about costs. The application fee was £200 and the hearing fee was £227. Represent Law had paid them. The Tribunal queried whether the Applicant could claim them. He referred to the Conditional Fee Regulations 2000 (SI 2000/692) and said the disbursements were payable under the contract if the application is successful. He referred to the case of *Signature Litigation LLP v Ivanishvili* [2024] EWCA Civ 901.

87. The Tribunal then asked Mr. Hekimiani whether there had or should have been an application for fee exemption and if not, why the Respondent should pay the costs if the application was successful. He said that there was no application for a fee exemption as his firm could not have applied and it was for the Applicant to apply for Help with Fees. He said she was not capable of handling the process herself. The Tribunal asked if there was any reason Represent Law could not have helped her with that. He was he was not aware either way, but it was not necessarily something that they would have done and it would not be viable in terms od time and resources.

88. The Respondent referred to The Universal Credit Regulations (SI 2013/376) in terms of his submission that if the Applicant's son's income had been declared to the DWP, she would not have got Universal Credit (or would not have got the amount she was awarded).

89. The Respondent said that he had paid the costs ordered in terms of the deposit claim.

Statutory regime

90. The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act.

91. Rent repayment orders are one of a number of measures introduced with the aim of discouraging rogue landlords and agents and to assist with achieving and maintaining acceptable standards in the rented property market. The relevant provisions relating to rent repayment orders are set out in sections 40-46 Housing and Planning Act 2016 ("the 2016") Act, not all of which relate to the circumstances of this case.

92. Section 95(1) Housing Act 2004 provides: "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".

93. Section 40 of the 2016 Act gives the Tribunal power to make a RRO where a landlord has committed a relevant offence. Section 40(2) explains that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant (or where relevant to pay a sum to a local authority). A relevant offence is an offence, of a description specified in a table in the section and that is committed by a landlord in relation to housing in England let by that landlord.

41 Application for a 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
…

94. Section 41 permits a tenant to apply to the First-tier Tribunal for a rent repayment order against a person who has committed a specified offence, if the offence relates to housing rented by the tenant(s) and the offence was committed in the period of 12 months ending with the day on which the application is made.

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);
…

95. Under section 43, the Tribunal may only make a rent repayment order if satisfied, beyond reasonable doubt in relation to matters of fact, that the landlord has committed a specified offence (whether or not the landlord has been convicted). Where reference is made below to the Tribunal being satisfied of a given matter in relation to the commission of an offence, the Tribunal is satisfied beyond reasonable doubt, whether stated specifically or not.

96. It has been confirmed by case authorities that a lack of reasonable doubt, which may be expressed as the Tribunal being sure, does not mean proof beyond any doubt whatsoever. Neither does it preclude the Tribunal drawing appropriate inferences from evidence received and accepted. The standard of proof relates to matters of fact. The Tribunal will separately determine the relevant law in the usual manner.

97. Where the application is made by a tenant, and the landlord has not been convicted of a relevant offence, s.44 applies in relation to the amount of a rent repayment order, setting out the maximum amount that may be ordered and matters to be considered.

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 repaid by the tenant in respect of
...	
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 repaid 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.

Determination of the Tribunal

98. The Tribunal has considered the application in four stages-

(i) whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 95(1) of the 2004 Act in that at the relevant time the Respondent was a person who controlled or managed an HMO that was required to be licensed under Part 2 of the 2004 Act but was not so licensed.
(ii) whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.

(iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.
(iv) Determination of the amount of any order.

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

99. The Tribunal finds as a fact, that the Respondent was the landlord of the Applicant. The Tribunal has seen the Office Copy Entry (A18) and the tenancy agreement (A43). The latter names the Applicant as tenant and the Respondent as landlord (for a fixed-term of 7 June 2023-6 June 2023). It is noted that the agreement is not signed by the Respondent, but this is the only tenancy agreement provided, and the Tribunal finds that it reflects the true position. The Respondent (as principal) is liable for the actions of Galaxy Estates in preparing the tenancy agreement and in creating a tenancy with the Applicant. It is also noted that the Respondent admits (Preliminary Note, para. 2) that the tenancy agreement was issued in the Applicant's sole name. The Tribunal also notes that the County Court has made an award pursuant to s.214 Housing Act 2004 on the basis that the Respondent was the Applicant's landlord.

Was a relevant HMO licensing offence committed during the period 7 June 2023—6 May 2024 and, if so, by whom?

100. The Tribunal applies, as it must, the criminal standard of proof (s.43(1)).

101. The Property is situated in the Haselbury area of LB of Enfield (A23) and this falls within an area designated for selective licensing (A27). The Tribunal is satisfied that the Property did require a licence at the material time. The LB of Enfield has confirmed (A31) that if a property is within a licensable area and is rented to a single-family household, a selective licence is required.

102. The Tribunal is also satisfied that no licence was applied for or granted (A32) during the material time.

103. Where the Respondent would otherwise have committed an offence under section 95(1) of the 2004 Act, there is a defence if the Tribunal finds that there was a reasonable excuse pursuant to section 95(4). The standard of proof in relation to that is the balance of probabilities. Where the Tribunal makes findings of fact in relation to such an aspect of the case, it does so on the basis of which of the two matters it finds

more likely. It does not need to be sure in the manner that it does with facts upon which the asserted commission of an offence is based.

104. The offence is strict liability (unless the Respondent had a reasonable excuse) as held in *Mohamed v London Borough of Waltham Forest* [2020] EWHC 1083. The intention or otherwise of the Respondent to commit the offence is not the question at this stage, albeit there is potential relevance to the amount of any award. The case authority of *Sutton v Norwich City Council* [2020] UKUT 90 (LC) in relation to reasonable excuse held that the failure of the company, as it was in that case, to inform itself of its responsibilities did not amount to reasonable excuse. The point applies just the same to individuals.

105. The Upper Tribunal gave guidance on what amounts to reasonable excuse defence was given in *Marigold & Ors v Wells* [2023] UKUT 33 (LC), *D'Costa v D'Andrea & Ors* [2021] UKUT 144 (LC) and in *Aytan v Moore* [2022] UKUT 027 (LC):

(a) the Tribunal should consider whether the facts raised could give rise to a reasonable excuse defence, even if the defence has not been specifically raised by the Respondent;
(b) when considering reasonable excuse defences, the offence is managing or being in control of a house without a licence;
(c) it is for the Respondent to make out the defence of reasonable excuse to the civil standard of proof;
(d) a landlord's reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least, the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition, there would generally be a need to show that there was a reason why the landlord could not inform him/herself of the licensing requirements without relying upon an agent (e.g. because the landlord lived abroad).

106. The Respondent has raised a reasonable excuse defence in that he asserts his reliance on his agent. The Tribunal does not find a reasonable excuse defence made out for the following reasons:

(a) There is no evidence of a contractual obligation on the agent to keep the Respondent informed of licensing requirements;
(b) The letter from Galaxy Estates (RWS34) states that its role was to find tenants and "then complete by introducing both parties", they arranged a negotiation with the tenants and the landlord to help them come to an agreement, their explained the "key elements

of maintenance" to the tenants and then "stepped away once the formalities were completed";

(c) There is no evidence that the Respondent had good reason to rely on the competence and experience of Galaxy Estates in terms of licensing as this was no part of their function;

(d) There is no reason why the Respondent could not have informed himself of the licensing requirements without relying on Galaxy Estates (the Tribunal has taken into account the Respondent's medical issues at the time).

107. The next question is by whom the offence was committed. The Tribunal determined that the offence was committed by the Respondent, being the "person" within the meaning of s.95(1) and s.263 Housing Act 2004, who had control of the Property at the material time.

108. The Tribunal is satisfied that the Applicant was entitled to apply to the Tribunal for a rent repayment order.

Should the Tribunal make a RRO?

109. Given that the Tribunal is satisfied, beyond reasonable doubt, that the Respondent committed an offence under section 95(1) of the 2004 Act, a ground for making a rent repayment order has been made out.

110. Pursuant to the 2016, a rent repayment order "may" be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in the *London Borough of Newham v John Francis Harris* [2017] UKUT 264 (LC) as follows:

"I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order".

111. The clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant, who may or may not have other rights

to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.

112. The Tribunal is given a wide discretion and considers that it is entitled to look at all of the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. The Tribunal determines that it is entitled to therefore consider the nature and circumstances of the offence and any relevant conduct found of the parties, together with any other matters that the Tribunal finds to properly be relevant in answering the question of how its discretion ought to be exercised.

113. Taking account of all factors, the evidence and submissions of the parties, including the purpose of the 2004 Act, the Tribunal exercises its discretion to make a rent repayment order in favour of the Applicants.

The amount of rent to be repaid

114. Having exercised its discretion to make a rent repayment order, the next decision was how much should the Tribunal order?

115. In *Acheampong v Roman* [2022] UKUT 239 (LC) at [20] the Upper Tribunal established a four-stage approach for the Tribunal to adopt when assessing the amount of any order:

(a) ascertain the whole of the rent for the relevant period;
(b) subtract any element that represents payment for utilities;
(c) consider the seriousness of the offence, both compared to other types of offences in respect of which a rent repayment order may be made and compared to other examples of the same type of offence. What proportion of the rent is a fair reflection of the seriousness of this offence? That percentage of the total amount applies for is the starting point; it is the default penalty in the absence of other factors, but it may be higher or lower in light of the final step;
(d) consider whether any deductions from, or addition to, that figure should be made in light of the other factors set out in section 44(4).

116. In the absence of a conviction, the relevant provision is section 44(3) of the 2016 Act. Therefore, the amount ordered to be repaid must "relate to" rent paid in the period identified as relevant in section 44(2). The period is different for two different sets of offences. The first is for offences which may be committed on a one-off occasion, albeit they may also be committed repeatedly. The second is for offences committed over a period of time, such as a licensing offence.

117. At [31] of *Williams v Parmar* [2021] UKUT 244 (LC) it was said:

> "… [the Tribunal] is not required to be satisfied to the criminal standard on the identity of the period specified in s.44(2). Identifying that period is an aspect of quantifying the amount of the RRO, even though the period is defined in relation to certain offences as being the period during which the landlord was committing the offence".

118. It was also said that: "A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions." The judgment goes on to state that the award should be that which the Tribunal considers appropriate applying the provisions of section 44(4). There are matters which the Tribunal "must, in particular take into account". The Tribunal is compelled to consider those and to refer to them. The phrase "in particular" suggests those factors should be given greater weight than other factors. In *Williams*, they are described as "the main factors that may be expected to be relevant in the majority of cases"- and such other ones as it has determined to be relevant, giving them the weight that it considers each should receive. Fancourt J in *Williams* says this: "A tribunal must have particular regard to the conduct of both parties includes the seriousness of the offences committed), the financial circumstances of the landlord and whether the landlord has been convicted of a relevant offence, The Tribunal should also take into account any other factors that appear to be relevant."

119. It was said, in *Williams v Parmar*, by Sir Timothy Fancourt [43] that the *Rent Repayment Orders* under the Housing and Planning Act 2016: Guidance for Local Authorities identifies the factors that a local authority should take into account in deciding whether to seek a Rent Repayment Order as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending. It was indicated [51] that the factors identified in the Guidance will generally justify an order for repayment of at least a substantial part of the rent. It was also said that a full award of 100% of the rent should be reserved for the most serious of cases.

120. The Tribunal has carefully considered the amount of the rent for the relevant period of the licencing offence that should be awarded.

<u>Ascertain the whole of the rent for the relevant period</u>

121. The relevant rent to consider is that paid during "a period, not exceeding twelve months, during which the landlord was committing the offence".

122. The tenancy agreement (A43) states that the rent is £2,200pcm.

123. There is a schedule of the rent said to have been paid and which is claimed (A59). It includes the amounts said to have been paid for bills on top and the Universal Credit received by the Applicant. It does not appear, however, that the figures are quite correct (see below).

124. The Respondent asserts that rent was due (and not paid) for May 2024. The rent was due on 7th of each month. It is agreed that the Applicant moved out of the Property on 6 May 2024. The RRO is sought for 7 June 2023-6 May 2024. The issue of non-payment of rent on 7 May 2024 does not therefore arise in this regard (but the Tribunal does consider it when having regard to the conduct of the parties below).

125. The rent due and paid from 7 June 2023-6 May 2024 was therefore £24,200 (11 months x £2,200 per month).

126. The proportion of rent paid though Universal Credit is required to be deducted from the amount of rent paid by the tenant.

127. The Universal Credit payments are calculated by The Department of Work and Pensions on a monthly basis. The calculation produces an amount of Universal Credit for that month. A non-dependant deduction is made for each non-dependant adult who lives with the claimant.

128. The calculation for the Universal Credit deduction varies each month and therefore is calculated afresh for each month.

129. It was confirmed at the hearing that there were three payments of £1,814.27 (A73, A75, A77) in terms of the housing element, and 8 payments of £1,728.54 (this is after the deductions for non-dependants and due to the "benefit cap") (A61, A63, A65, A67, A69, A71 – the Applicant confirmed that this was amount paid for the months for which she did not have a statement). This totals £19,271.13. The maximum award the Tribunal could make is therefore £4,928.87.

Deductions for utilities?

130. The Applicant paid Council Tax direct to the local authority and additional charges were made (on top of the rent) in respect of utilities (A59), so no deductions would be made in this regard.

131. The issue of non-payment of the charges for utilities does not arise in this regard (but the Tribunal does consider it when having regard to the conduct of the parties below).

Seriousness of the offence

132. In *Williams v Parmar* [2021] UKUT 244 (LC) it was said that "the circumstances and seriousness of the offending conduct of the landlord are comprised in the 'conduct of the landlord', so the First Tier Tribunal may, in an appropriate case, order a lower than maximum amount of rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness of mitigating circumstances or otherwise".

133. As the Upper Tribunal has made clear, the conduct of the Respondent also embraces the culpability of the Respondent in relation to the offence that is the pre-condition for the making of the Rent Repayment Order. The offence of controlling or managing an unlicensed HMO is a serious offence, although it is clear from the scheme and detailed provisions of the 2016 Act that it is not regarded as the most serious of the offences listed in section 40(3).

134. In *Daff v Gyalui* [2023] UKUT 134 (LC) it was highlighted that there will be more and less serious examples within the category of offence: [49].

135. The Tribunal determines that the relatively less serious offence committed by the Respondent (i.e. a licensing offence) should be reflected in a deduction from the maximum amount in respect of which a RRO could be made.

136. In *Newell v Abbot* [2024] UKUT 181 (LC) was an appeal with a number of material similarities to the instant case. In *Newell,* the appropriate starting point was determined to be 60% of the rent paid. The tribunal took into account that

(a) The Respondent is an amateur as opposed to a professional landlord.

(b) The breach which occurred was inadvertent.

(c) The property was in good condition; and

(d) A licencing offence was committed (section 95(1), HA 2004).

137. The starting point for the Tribunal, taking account of this, is that a RRO should be made, reflecting 60% of the total rent paid for the relevant period. In doing so, the Tribunal accepts that the Respondent was a first-time landlord, the Property is his only property and the reasons he gives as to why the Property was let out.

138. The Tribunal takes into account 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 Chapter 4 of the 2016 Act applies when considering the amount of such order. Whilst those listed factors must therefore be taken into account, and the Tribunal should have particular regard to them, they are not the entirety of the matters to be considered: other matters are not excluded from consideration. Any other relevant circumstances should also be considered, requiring the Tribunal to identify whether there are such circumstances and, if so, to give any appropriate weight to them.

139. The Tribunal does not have evidence as to what was considered by the County Court but in any event, the Applicant has brought this application, which is distinct from the proceedings in the County Court and the Tribunal must have regard to conduct. The Tribunal takes into account the allegations made by both sides:

(a) The Applicant did move out of the Premises before the expiry of the fixed term, but the message at A81 from the Respondent confirms that the Applicant or her son had given a "move out date" but also confirms that the Respondent said that it was "good for both sides". There was reference to discussion of the request for a week's rent, in line with R35 although it does not appear that there was agreement to this (A36). It is clear from A81 that there was agreement to the Applicant moving out before the expiry of the fixed-term;

(b) There was no payment made on for May 2024 but as stated above, it was agreed that the Applicant and her family would move out;

(c) There was an issue with the deposit, it was not protected (A99) and was not returned at the end of the tenancy meaning there was a breach of the legal requirements (s.212-s.215 Housing Act 2004) but the Applicant has been compensated for this, and the Respondent has been penalised by virtue of the County Court order. The sums ordered (R8) have been paid (R7, R9);

(d) The Applicant's son may have been involved in tenancy negotiations and in correspondence, but the tenancy was in name of Applicant. In her Universal Credit claim, she declared her adult son (and then her daughter once she turned 21) and non-dependant deductions were made. In as far as it has to consider the matter in relation to conduct, the Tribunal finds no conduct on the part of the Applicant which can be criticised. In any event, the Tribunal has to disregard any amounts paid by Universal Credit pursuant to s.44(3)(b) meaning that the more Universal Credit (housing element) that was paid to the Applicant, the lower the material amount in respect of which a RRO can be made;

(e) The Tribunal accepts the Applicant's explanation as to why there was a request for the deposit to be returned to her son's bank account rather than her own;

(f) In terms of alterations, it is admitted that the flooring upstairs was changed and the walls were painted. The Respondent had been to the Property and taken photographs (A85) and said that the Applicant had "made the place look amazing". It is noted that as of 13 July 2024 (R12) the Applicant was asserting that the changes were made with the consent of the Respondent. The Tribunal does not accept the Respondent's explanation for not raising an issue that he did not want to "rock the boat" and finds that there was consent given for the changes;

(g) The Respondent was not asked about mice in the Property or lack of fire doors. The Tribunal finds that the Property was in a good condition and the only evidence the Tribunal had of non-compliance with statutory requirement was in respect of the deposit;

(h) The Tribunal does not accept that the Applicant "threatened" to stay at the Property without paying rent;

(i) The Tribunal makes no criticism of the Respondent for attempting to mediate through an Imam;

(j) The Tribunal make no adjustment in respect of keys. It finds that the Applicant did not collect the set from the agent (R37, R49). The Respondent may not have been able to find the internal keys, but this does not justify a change to the award;

(k) There are arrears in relation to the utilities. The Applicant had previously had the payments asked of her and it was only this final payment in respect of which there was an issue. Payment had been promised (R38) but remains outstanding. The Tribunal, however, took into account that the Respondent had retained the deposit, that there was a claim in that respect and that this application was issued – which offered explanation as to why the Applicant had not, yet, paid the arrears;

(l) The Tribunal does accept the Respondent's evidence (supported by the letter from Galaxy Estates at R34) that the Applicant did tell Galaxy Estates that she wanted to keep the kettle, toaster, air-fryer, microwave and airbed, that there was an agreement to this effect and that the items were them disposed of.

140. Having regard to the conduct of both parties across the whole of the tenancy and balancing all these factors, the Tribunal leaves the percentage at 60%.

Whether landlord convicted of an offence

141. Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the Respondent has at any time been convicted of any of the offences listed in section 40(3). The Respondent has no such convictions.

Financial circumstances of the Respondent

142. The Tribunal notes that the Property is the only property owned by the Respondent and the reasons he gives as to he rented the Property, but makes no further adjustment: it had no firm information on the Respondent's financial circumstances and the award made by the County Court was a consequence of failure to comply with statutory requirements.

Conclusion

143. The Tribunal determines that the maximum repayment amount identified above should be discounted by 40% (i.e. the RRO is 60% of the rent paid in the material period). The Tribunal therefore orders under s.43(1) of the 2016 Act that the Respondent repay the Applicants (jointly) the sum of £2,957.32.

144. The Tribunal has had regard to all the circumstances in setting a time for payment, including the amount of the RRO. The Tribunal orders repayment in 28 days from the date of this decision.

Application for refund of fees

145. The Applicants asked the Tribunal to award the fees paid in respect of the application should they be successful. The Tribunal does not order the Respondent to reimburse the fees. On the information provided to the Tribunal, the Applicant could have applied for Help with Fees (fee exemption) but did not do so. There was no reason (or no good reason) why she could not have made this application, either by herself or with the assistance of her solicitors. It would not be just to order the Respondent to reimburse the fees paid in these circumstances.

Judge Sarah McKeown
8 December 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)