



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

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| Case Reference | : | LON/00AY/HMB/2025/0009 |
| Property | : | The Cottage, 6B Kings Avenue, London SW4 8BD |
| Applicant | : | Jessica Wright |
| Respondent | : | Isabelle Forest |
| Type of Application | : | Application for a rent repayment order by tenant |
| Tribunal | : | Judge Nicol Ms S Coughlin MCIEH |
| Date and Venue of Hearing | : | 12th December 2025; 10 Alfred Place, London WC1E 7LR |
| Date of Decision | : | 15th December 2025 |

DECISION

The application for a Rent Repayment Order is refused.

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

Reasons

1. On 30th June 2023 the Respondent granted the Applicant a 3-year fixed term tenancy, at a weekly rent of £505.38, for The Cottage, 6B Kings Avenue, London SW4 8BD. The tenancy was terminated early, at the Applicant's request and by agreement, on 29th March 2025, although the Applicant vacated on 14th March 2025.
2. On 3rd April 2025, the Applicant applied for a rent repayment order ("RRO") against the Respondent in accordance with the Housing and Planning Act 2016 ("the 2016 Act").

3. The Tribunal issued directions on 11th July 2025 which were amended on 25th July 2025. There was a face-to-face hearing of the application at the Tribunal on 12th December 2025, attended by the parties representing themselves.
4. The documents available to the Tribunal consisted of:
 - A bundle of 228 pages from the Applicant;
 - A bundle of 152 pages from the Respondent;
 - The Applicants' 24-page response; and
 - Skeleton arguments from both parties.

The offence

5. 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 Housing and Planning Act 2016. The Applicant alleged that the Respondent was guilty of harassment contrary to section 1(3) and (3A) of the Protection from Eviction Act 1977 ("the 1977 Act"). The burden of proof lies on the Applicant to prove the offence to the criminal standard of beyond a reasonable doubt.
6. The Applicant made a number of complaints against the Respondent which she said amounted to acts of harassment. However, on reading the papers, the Tribunal was concerned whether certain essential elements of section 1(3) and (3A) of the Act were present:
 - a) the landlord must intend or have cause to believe
 - b) that their acts would cause or would be likely to cause the tenant to give up occupation.
7. The Tribunal invited the Applicant to explain, on the assumption that her complaints were true, how these two elements were made out. Having heard the Applicant, the Tribunal concluded that they were not and therefore dismissed the application.
8. On 30th October 2023, the Applicant emailed the Respondent's agents, Marsh & Parsons, about a distorted floor and the rear door being difficult to operate. The agents arranged for a contractor to attend on this and some later occasions, including a period in April 2024 when extensive works were needed to the roof. The Applicant became uncomfortable with his behaviour. She said he continually asked about her personal and dating life and entered her bedroom uninvited. On one occasion he texted her for drinks when she happened to be in Windsor and she wondered how he knew she was there.
9. In the circumstances, it is understandable that the Applicant would want a different contractor to attend. However, she didn't tell either the Respondent or her agent about the situation. The Applicant pointed out that the Respondent would have been aware of her complaints of disrepair and that there were delays in resolving them but, when pressed as to whether such delays could amount to harassment within section

1(3) or (3A), she said her principal concern was that the same contractor would return. She asserted that the continuing use of the same contractor amounted to harassment.

10. On 20th January 2025 the Applicant emailed the agent asking if she could terminate the tenancy earlier. She said she was pregnant and she and her partner needed to make other plans. On 30th January 2025 the agent emailed back to say the Respondent would agree to early termination on 15th May 2025 rather than 29th June 2025 (as the break clause in the tenancy would allow). The Applicant replied the same day to ask for earlier termination in March.
11. Therefore, as of 30th January 2025, the Respondent was unaware of the Applicant's principal complaint about the contractor and, from this date, understood that the Applicant was leaving. The Applicant's actions and statements thereafter only endorsed this impression.
12. By email dated 1st February 2025 to the agent, the Applicant set out various disrepair problems and also raised her concerns about the contractor for the first time. The Respondent's initial response was to assert that she needed to use the same contractor in order to take advantage of a guarantee in relation to his previous work but, on 21st February 2025, a different person from the same company was sent in his place.
13. In the Tribunal's view, the evidence is clear that, whatever complaint may be made about the Respondent or her agent, she did not intend or have reasonable cause to believe that anything she was doing would cause the Applicant to leave.
14. In relation to the problem with the contractor, the Respondent simply did not know about it until after the Applicant was already leaving. Even then, when she did know, she did not try to send him and only suggested she would for a couple of weeks before acceding to the Applicant's request.
15. It is clear to the Tribunal that the Applicant has tried to fit her complaints against her landlord into a framework which is not appropriate for them. Her types of complaints have legal remedies but they are not available in the Tribunal – if she wishes to pursue them further, she should take legal advice. Having said that, if it had been necessary, the Tribunal would have probed other issues with the Applicant's allegations and it should not be assumed that the Tribunal accepts any of them.

Name: Judge Nicol

Date: 15th 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).

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.

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| <i>If the order is made on the ground that the landlord has committed</i> | <i>the amount must relate to rent paid by the tenant in respect of</i> |
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| 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 |
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| 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 |
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- (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.