FIRST-TIER TRIBUNAL

PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AG/HMF/2025/0610**
Property	:	**5C, Greville Road, London. NW6 5HY**
Applicant	:	**Khadija Chakir Boukarach**
Representative	:	**Chada Bab Chakir (Applicant's daughter)**
Respondent	:	**Hossein Shareiyat**
Representative	:	**Mr D Deeljur (Counsel)**
Type of application	:	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	:	**Judge N O'Brien, Mr Steve Wheeler MCIEH, CEnvH**
Date of Determination	:	**19 December 2025**

DECISION

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(1) The tribunal makes a Rent Repayment Order against the Respondent in the sum of £1320.12
(2) The Respondent must reimburse the Applicant for the £320 she paid in respect of the hearing fee and application fee.
(3) Both sums are to be paid within 28 days of this determination.

Introduction

1. This is an application for a Rent Repayment Order (RRO) made pursuant to section 41 of the Housing and Planning Act 2014 made by the Applicant against her landlord. The Applicant is an assured shorthold tenant of 5C, Greville Road, London. NW6 5HY. She asserts that the Respondent committed the offence of unlawful eviction/harassment contrary to sections 1(2), (3) and/or (3A) of the Protection from Eviction Act 1977, She also in her application asserted that the Respondent committed the offence of using violence to secure entry contrary to section 6(1) of the Criminal Law Act 1997. Both of these offences are relevant offences to which Chapter 4 of the 2014 Act applies.

2. The application was received by the Tribunal on 28 October 2024, and directions were issued on 6 February 2025. The final hearing was listed on 14 November 2025. The Applicant attended with her daughter and gave evidence with the assistance of an interpreter. In the course of the hearing the Applicant indicated that she wanted her daughter to present the case on her behalf and we agreed. The Respondent also attended and was represented by Mr Deeljur of counsel. We had the benefit of a 242-page composite bundle consisting of the bundles initially prepared by the parties and the Applicant's reply to the Respondent's statement. In addition we were provided with a helpful skeleton argument by Mr Deeljur.

3. At the start of the hearing we considered an application by the Respondent to rely on a second witness statement which was served on 13th October 2025, outside the time allowed by the directions. The Applicant confirmed that she had received it and did not object to the Respondent relying on it. As the Respondent had attended the hearing and was in a position to answer any questions that might arise from it, and the Applicant had no objection, we were content for the statement to be admitted into evidence.

Legal Framework

4. In order to make a rent repayment order against a person under s.40 of the 2016 Act the Tribunal has to be satisfied to the criminal standard (beyond all reasonable doubt) that the person has committed a relevant offence (s.43 of the 2016 Act).

5. Section 1 of the Protection from Eviction Act 1977 provides;

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

6. Section 6 of the Criminal Law Act 1977 provides:

(1)Subject to the following provisions of this section, any person who, without lawful authority, uses or threatens violence for the purpose of securing entry into any premises for himself or for any other person is guilty of an offence, provided that—

(a)there is someone present on those premises at the time who is opposed to the entry which the violence is intended to secure; and

(b)the person using or threatening the violence knows that that is the case.

The Evidence

7. Save where it has been indicated that the information has come from one or other of the parties, the following facts are not in dispute. The Applicant entered into a tenancy agreement with the Respondent on 9 May 2020 in respect of the premises. She resided there with her daughter who is now aged 18. The tenancy agreement indicates that the rent initially was agreed at £1700. Initially the property was let through Golden Key Estate Agents and all rental payments were made through that agent. The Respondent told us that he has lived in Dubai since 2023 and has provided evidence to show he is employed there.

8. At some point in May 2024 the Respondent informed the Applicant that he had changed agent. The Applicant was contacted by someone called Karghan who attended the property and informed the Applicant that he was the Respondent's new agent. He gave her an email address and mobile number. The Applicant from that point paid the rent directly into the Respondent's bank account. The Respondent told us that at some point after that, but before the alleged illegal eviction, Kargan told him that he would no longer manage the property and from then on he was without an agent.

9. In or about Spring 2025 the Respondent sought to increase the rent to £2,400 per month, however he did not serve the statutory notice required

by section 13 of the Housing Act 1988. In his first witness statement the Respondent stated that at that point his mortgage payments had increased from £750 per month at the start of the tenancy to £2150 per month. The Applicant did not agree to pay the increased rent. It is her evidence that Kargan came to the property and tried to force his way in. She says he told her she had to leave if she did not pay the higher rent. In August 2025 the Appellant and her daughter travelled to Morocco to visit relatives. On their return on 12 August 2024, the Appellant found that her key no longer opened the front door of the property. She contacted the local authority, the London Borough of Camden, who provided her with emergency hotel accommodation. She was advised by the London Borough of Camden to engage the services of a locksmith which she did, she says at the cost of £754. She has included a copy of the locksmith's invoice in her bundle. When she entered the property on or about 16th August 2024 she discovered that all of her belongings, including all of her beds, bedding, food, clothes and furniture, were missing; the property had been completely emptied. She remained in emergency accommodation. Throughout this period she attempted on numerous occasions to contact the Respondent via WhatsApp using a UK mobile number that she had always used to contact him. She told us in her oral evidence that she was called back by someone who claimed to be the Respondent's lawyer and who told her that she had been evicted and that there was a court order.

10. The Applicant has included messages passing between her and a Emela Okwuosa, a homelessness prevention advisor at the London Borough of Camden. They show that the local authority also attempted to contact the Respondent by email on 13 August 2024 and by text. There was no response. The Applicant reported the incident to the police and was provided with a crime reference number.

11. On 28 August 2025 the Applicant's daughter sent the Respondent a WhatsApp message on her mother's behalf informing him that the Applicant had reported him to the police and providing him with the message she had received from the Metropolitan Police acknowledging her report. On 29 August 2024 the Respondent contacted the Applicant via email. We have been provided with a copy of this message. The Respondent apologises for his delay in responding, states that he had just spoken with the estate agent and says 'it seems there was a misunderstanding. I have asked him to reach out to you and resolve the issue'.

12. On 2 September 2025 the Applicant received a text on her mobile phone from 'Sammy' who indicated that he was from a company called UK Storage Solutions and that her belongings would shortly be delivered back to the property. The Applicant's belongings were returned to the property on 4 September 2025. She has supplied us with a photograph of a truck full of personal belongings which she says shows her belongings being delivered back to the property. The Applicant says that a lot of her personal belongings were missing and those belongings that were returned were in very poor condition. The Respondent's evidence is that he arranged for

someone known to him personally to collect the Applicant's belongings from UK Storage Solutions and deliver them back to the premises, and that the Respondent paid the storage costs of £540. He denied that he had arranged to put the Applicant's belongings in storage in the first place.

13. In his first and second witness statement the Respondent did not challenge the Applicant's account directly, but asserted in his second statement that the Applicant had in April or May 2025 asked him to arrange to have her illegally evicted so that she would be re-housed by the local authority. This was put to the Applicant by Mr Deeljur on behalf of the Respondent. She categorically denied that she had asked the Respondent to remove her belongings and change her locks. It was suggested to her that there was no evidence that anyone used violence to secure entry to the property. She responded that this was a reference to Karghan who, prior to the change of locks, had tried to force his way into the property when she declined to pay the increased rent.

14. We also heard oral evidence from the Respondent. We asked the Respondent why it had taken him 2 weeks to respond to the WhatsApp messages. He told us that when he is in Dubai he uses a Dubai number and not his UK mobile number. It was put to him by Ms Bab Chakir that the messages sent from her mother's phone were shown with two blue ticks very shortly after they were sent, indicating that they had been read. He stated that this could be because that UK WhatsApp account is linked to his laptop. We asked him if the messages would have to 'pop up' on an open laptop in order for them to show as read and he said he did not know.

15. We asked him questions about the storage of the Applicant's belongings. He denied having any involvement with this. His evidence was that he received a call on his mobile from a number he did not know. A person told him that if he wanted to have the Applicant's belongings returned he would have to pay the storage charges and arrange to have them picked up. He told us he did not ask this person who they were or why they had taken the Applicant's belongings. He told us that he thought that the person might be an ex-boyfriend of the Applicant who had taken the belongings due to a dispute between them. He confirmed that he had no agent acting for him at the material time. When asked to explain why his email of 29 August 2025 referred to a conversation with 'the agent' he told us this was a reference to Kargan. He told us that when he said that there had been a 'misunderstanding' what he meant was that he did not know what happened. When asked to explain why a storage company would release a truckload of belongings to a person who had not put them into storage in the first place he could not.

Decision and Reasons

16. In order to make a RRO we have to be satisfied beyond all reasonable doubt that the Respondent is guilty of the offence of unlawful eviction. Firstly we are satisfied to the requisite standard that someone unlawfully

evicted the Applicant. We do not accept the suggestion that the Applicant engineered the whole episode to improve her chances of being rehoused by the Local Authority. Mr Deeljur submitted that there was no evidence directly linking the Respondent to the change of locks or removal of the Applicant's belongings. He submitted that at the material time his client was in Dubai. He accepted that if the Respondent had instructed someone else to change the lock and remove the belongings on his behalf he would be guilty of the offence of unlawful eviction but submitted that there was no evidence that he did that. He submitted that the entirety of the Applicant's case was based on inference alone.

17. We accept that there is no direct evidence that the Respondent directly instructed any person to change the locks however in our view the fact that, on his own admission, he arranged for the Applicant's belongings to be returned to her, is direct evidence linking him to the removal of the Applicant's belongings which in turn is direct evidence linking him to the change of locks. We reject his evidence regarding the anonymous telephone call instructing him how to get the Applicant's belongings returned from storage. The only rational explanation for the fact that he was in position to have the belongings returned is that he had arranged to have them put in storage in the first place.

18. We do not accept his evidence that he did not see the Applicant's WhatsApp messages for two weeks; they were shown as read on the Applicant's phone. We consider that in order for the messages to be shown as read on the Applicant's phone they must have popped up on the Respondent's laptop when it was in use. He has not explained why he did not respond to the email sent to him by the London Borough of Camden on 13 August 2024. We note that when he was told that the matter had been reported to the police he acted with alacrity and contacted the Applicant the next day. The only rational explanation for the 2-week delay is that he was fully aware of what had happened and did not want to engage further with the Applicant or her daughter. We find it inherently improbable that anyone other than the Respondent arranged for the locks to be changed and the premises completely cleared; no one else would have any reason to do this. We were unimpressed with his apparent lack of curiosity as to who had evicted his tenant.

19. We are not satisfied that the Respondent is guilty of the offence of using force to secure entry. There is no evidence that he instructed anyone to force their way into the premises at any time when they were occupied.

20. We therefore will make a rent repayment order. The leading authority on the correct approach to quantifying a RRO is ***Acheampong v Roman* [2022]**. The Upper Tribunal established a four-stage approach which this Tribunal must adopt when assessing the amount of any order (at paragraph 20):

    a. Ascertain the whole of the rent for the relevant period.

b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal is expected to make an informed estimate where appropriate.
c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) an compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That percentage of the total amount applied for is then the starting point (in the sense that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4)."

21. Section 44(4) of the 2016 Act provides;

> *In determining the amount the tribunal must, in particular, take into account—*
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> *(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.*

22. The majority of the Applicant's rent was paid from the housing element of Universal Credit which was in payment for the entirety of the relevant period, which in this case will run from 11 August 2023 to 12 August 2024. Of the monthly rent of £1700 the sum of £1589.99 was paid via Universal credit leaving the Applicant to pay £110.01 per month which she did. The maximum award is therefore £1320.12.

23. We consider that the offence is of a most serious nature and that the starting point will be 100% of the maximum that we can award. Initially the Respondent sought to argue that the Applicant was in arrears of rent and that this went to her conduct. However she would only be in arrears of rent if the Respondent followed the proper procedures to raise the rent and he did not. Mr Deeljur told us that his client was not seeking to assert that there were rent arrears of relevance to these proceedings. We have no information as to the Respondent's financial circumstances. Consequently we will make a Rent Repayment Order in the sum of £1320.12. We also order the Respondent to reimburse the Applicant for the fees she has paid in respect of these proceedings.

Name Judge N O'Brien Dated 19 December 2025

RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.