



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

Case Reference : HAV/24UJ/HMF/2025/0619

Property : 45 Station Road, New Milton, Hampshire, BH25 6HR

Applicants : Bilal Al Aseel and Ouissal Khatir

Representative : .

Respondent : Abdul Halim

Representative : .

Type of Application : Application for Rent Repayment Order Section 41 Housing & Planning Act 2016

Tribunal Members : Judge N Jutton, Mr Colin Davies FRICS.

Date and Venue of Hearing : 11 December 2025
Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hampshire, PO9 2AL -
remote hearing

Date of Decision : 15 December 2025

DECISION

1. **Background**

2. The Applicants (who are husband and wife) were formerly occupiers of residential premises known as 45 Station Road, New Milton, Hampshire, BH25 6HR (the Property). The Respondent was, the Applicants say, at all material times their landlord. The Applicants say that during the entire time that they lived at the Property there was a total of 5 tenants forming separate households. That accordingly the Property was a house in multiple occupation (HMO) which required a mandatory licence from the local housing authority, New Forest District Council. That the Property did not have such a licence during the entire period of their occupation.
3. By an application dated 3 August 2025 the Applicants seek a Rent Repayment Order in respect of rent paid by them in the sum of £6,888.00..
4. There was before the Tribunal a paginated electronic bundle of documents prepared by the Applicants of 82 pages that included the application, Directions made by the Tribunal, witness statements, evidence of rent payments made, a letter from New Forest District Council dated 14 October 2025 addressed to the 1st Applicant and other documents. There was no statement of case, witness statements or other evidence provided by the Respondent. References to page numbers in this decision, e.g. [10], are references to the pdf page numbers of the bundle of documents.

5. **The Law**

6. Chapter 4 of the Housing and Planning Act 2016 (the 2016 Act) enables the Tribunal to make a Rent Repayment Order in favour of a tenant if it is satisfied beyond reasonable doubt that the landlord has committed one or more of certain specified offences during the tenancy.
7. Section 40(1) and (2) provide:

“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.”*

8. The specified offences are set out in a table at section 40(3) of the 2016 Act. There are seven offences listed. Those include Section 72(1) of the Housing Act 2004, which provides: '*A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part.... but is not so licensed*'. Section 72(4) provides that it is a defence if an application for a licence has been duly made under section 63 and that application is still effective. Section 72(5) provides that it is a defence that the defendant had a reasonable excuse for having control of or managing a house which is required to be licensed but is not so licensed.

9. Section 41(2) of the 2016 Act provides:

(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.*

10. Accordingly, it is for the tenant(s) to prove, to the criminal standard of proof, that the offence or offences alleged had been committed on a date or over a period within the 12 months ending on the date of the application to the Tribunal.

11. If the Tribunal decides to make a Rent Repayment Order in favour of a tenant the amount is determined in accordance with the provisions of section 44. In determining the amount the Tribunal must in particular take 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.

12. The Hearing

13. The hearing was attended by the Applicants. There was no attendance by or on behalf of the Respondent. The Tribunal was satisfied that reasonable steps had been taken to notify the Respondent of the hearing and that it was in the interests of justice to proceed with the hearing in his absence. The hearing therefore proceeded in the Respondent's absence.

14. The Applicants' Case

15. The Applicants say that they lived at the Property under the terms of a tenancy agreement from 5 December 2024 to 2 August 2025. They say that a written contract for a six month tenancy was provided to them at the start of the tenancy but they have lost their copy. That the rent payable by them was £700 for the first month and £800 per month thereafter. That when the fixed term of the tenancy expired they continued to occupy under the terms of a periodic tenancy.

16. Mr Al Aseel told the Tribunal the Property was a flat above a restaurant. It was over two floors. There was a kitchen two bathrooms and two bedrooms on the first floor and two further bedrooms on the second floor. The rent had been,

following a negotiation with the Respondent, agreed at £700 for the first month of the Applicant's occupation and thereafter £800 per month. The Respondent paid for utilities and council tax. There was no Wi-Fi provided.

17. The Tribunal noted that from the bank statements provided by the Applicants as evidence of rental payments that all of the payments appeared to have been made to a company called Multi Blend Limited. Mr Al Aseel said that had been at the request of the Respondent. He also said that the deposit that he had paid at the time that he moved into the Property had been paid to Multi Blend Limited. Mr Al Aseel understood that at the material time the Respondent had been a director of Multi Blend Limited.
18. Mr Al Aseel said that as he had lost his copy of the tenancy agreement he had asked the Respondent for a further copy only to be told by the Respondent that he had also lost his copy.
19. The Applicants had provided in the bundle copies of the HM Land Registry Official Copy Entries for both the freehold title and leasehold title to 45 Station Road, New Milton [66-75]. The Respondent was not named as a registered proprietor of either interests.
20. Mr Al Aseel told the Tribunal of problems experienced at the Property of a lack of repair, damp, mould and an infestation of rats. He said that the Respondent had refused to address any of these problems.
21. There was also correspondence in the bundle in the form of a letter before action sent by the Applicants to the Respondent dated 13 August 2025 [77] and a form of response dated 14 August 2025 [78-80]. The response was the name of Multi Blend Limited.

22. The Respondent's Case

23. The Respondent did not attend the hearing. He made no written submissions.

24. The Tribunal's Decision

25. Section 40(1) and (2) as set out above provides that the Tribunal can make an Order, where a landlord has committed a specified offence - which includes operating an HMO which is required to be licensed without a licence, requiring the landlord to make a rent repayment order to a tenant.
26. A Rent Repayment Order can only be made against the tenant's landlord. The Tribunal needs to be satisfied upon the evidence as to the identity of the landlord. More particularly as to whether or not in this case the Respondent was the Applicant's landlord.
27. The Tribunal is not satisfied on the evidence that the Respondent was the Applicant's landlord. The Applicants are unable to produce copy of their tenancy agreement. The bank statements show that the rental payments made were to Multi Blend Limited. The deposit was paid to Multi Blend Limited. The

only correspondence received by the Applicants which was before the Tribunal was from Multi Blend Limited. The evidence strongly suggests that Multi Blend Limited was at the material time the Applicants landlord, not the Respondent. Even if the Respondent was a director of that company that would not be sufficient to make him the landlord for the purposes of making an order.

28. The Tribunal is sympathetic to the Applicant's position. However for the reasons stated it cannot make a Rent Repayment Order against the Respondent in their favour. Accordingly the application for a Rent Repayment Order is refused.

29. Summary of Tribunal's Decision.

30. The application for a Rent Repayment Order against the Respondent is Refused.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at rpsouthern@justice.gov.uk being the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking

