FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AU/HMJ/2025/0002**
Property	**:**	**28 Lennox Road, London, N4 3JQ**
Applicant	**:**	**Mr James Chapman and Ms Sital Goarasia Chapman**
Representative	**:**	**Mr Chapman for himself and his wife**
Respondents	**:**	**Cecilla Gray, Cecil Franklin Gray, Angel Williams-Gray and Anne Samuels**
Representative	**:**	**Steven Woolf of 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 Adrian Jack** **Tribunal Member Rachael Kershaw BSc**
Date of Decision	**:**	**26th November 2025**

DECISION

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1. The applicants by an application dated 20th March 2024 (received by the Tribunal the following day) applies under section 41 of the Housing and Planning Act 2016 for a rent repayment order (RRO) against the respondent landlords. They assert that the landlords committed an offence under section 95(1) of the Housing Act 2004 by failing to obtain a

selective licence. The applicant seeks a RRO for the period 1st April 2023 to 31st March 2024, in the sum of £17,400, which represents all the rent paid in that period.

2. The respondents accept their liability to make a rent repayment order, but assert that an order should be in respect of about 20 to 30 per cent of the £17,400 potentially repayable rather than the 100 per cent claimed by the applicants.

The facts

3. The property is a house with two bedrooms. It was in the possession of the Gray family for many years. In 2001 the freehold was held by Cecil Gray senior. It had housed his parents for some time, but they were no longer living there (and may have been dead).

4. Mr Gray senior granted Mr Chapman, the first applicant, a tenancy of one bedroom at the property on 23rd June 2001. (He used the other bedroom for storage.) The rent was £780 per month and a deposit of £780 was taken. The requirement to place a tenant's deposit in secure custody only came into effect on 6th April 2007, so the deposit did not need to be secured at the time it was paid in 2001.

5. On 7th February 2004 Mr Gray senior granted Mr Chapman an assured tenancy, purportedly from 1st January 2004 of the whole house at a monthly rent of £1,040. Only the front sheet of this tenancy is in evidence, but it is common ground that no additional deposit was taken in respect of this tenancy. So far as appears, there is no provision for a deposit to be payable at all under this 2004 tenancy or for the 2001 deposit to be carried over to the 2004 tenancy.

6. Mr Gray senior died in 2017. It is common ground that at the time of his death he was a landlord with an extensive portfolio of properties.

7. Some time before he died, the boiler at the property was condemned. Mr Gray senior replaced the boiler and installed a new kitchen. He required, and was paid, £1,000 by Mr Chapman towards the installation. Apart from these works, the majority of day-to-day repairs were done by Mr Chapman at his own expense. He also made improvements like laying fresh laminate on the floors. On the other hand, the rent was not increased during this period and there is no reason to suppose that the arrangements were otherwise than fair.

8. By his will, Mr Gray senior gave equal shares in his estate to Annette Samuels, his sister; Cecil Franklin Gray ("Mr Gray junior"), his son; Angel Williams-Gray, his daughter; and Cecilia Gray, his other daughter. These four relatives are the respondents to the current application. None of these were or are professional landlords.

9. On 25th March 2017, what is described as "the representative" of Mr Gray senior granted a fixed term tenancy of one year from 1st May 2017 to both

Mr Chapman and the second respondent, Mrs Chapman, who was now his wife. The rent was £1,450 per month. Only the first page of the tenancy is in evidence, but it is common ground no further deposit was paid. Again there seems to have been no term requiring a deposit or dealing with the deposit paid under the 2001 tenancy. The respondents repaid Mr Chapman the £1,000 he had contributed to the replacement kitchen installed by Mr Gray senior and made some further contributions to expenses Mr Chapman had incurred in carrying out repairs.

10. It seems to have taken some time to sort the probate out and to wind up the estate. By 2020, the respondents were selling the various properties. Mr Chapman, who gave evidence before us, said that he was surprised to find the property advertised for auction on the web. At that stage, with Covid affecting his work, he could not afford to buy the property, because he could not obtain a sufficient mortgage. At any rate the property was withdrawn from sale. Mr Chapman complains that he was no informed either of the property going on the market or of its withdrawal from sale. Whilst we accept that it would have been polite for the respondents to inform him of these matters, there was in our judgment no legal obligation on them to do so.

11. In 2021 the London Borough of Islington introduced a selective licensing scheme into the ward of Finsbury Park, where the house is situated. It is not clear what publicity was given to the introduction of selective licensing. At any rate it is not in dispute that none of the respondents knew of the scheme's introduction.

12. In 2022, the respondents started to consider putting the property on the market again. In order to obtain vacant possession, they served section 21 notices, the first on 23rd February 2022, the second on 9th June 2022. In fact neither notice was proceeded with.

13. The service of the notices seems, however, to have prompted Mr Chapman to ask Islington Council about his rights. They told him in 2022 that the house was in an area of selective licensing. Notwithstanding his learning this, the Chapmans did not inform the respondents that there was this requirement and that they were in breach of it. We consider this significant when we come to consider remedy in this matter.

14. Between November 2022 and January 2023, the respondents did some works at the property. They installed smoke alarms, obtained gas safety certificates and installed a consumer electricity unit. Mr Chapman was unimpressed by the workmanship of the men employed, but there is no evidence that the contractors whom the Grays used, were not properly qualified.

15. In April 2023 the applicants made the respondents an offer to purchase the freehold for £450,000. By this stage Covid was over and the Chapmans were able to obtain a mortgage. The respondents proposed £650,000, which the Chapmans refused. There were further discussions.

Mr Chapman discovered that the valuation of the property for probate purposes was £530,000. The respondents wanted to have valuers go in so that progress on a possible sale could be made.

16. Around this time there were various electrical works which needed doing. The respondents sent a letter of 12th May 2023 asking for access. On 16th May 2023, Mr Chapman responded as follows:

> "At the moment the 24th and 25th of May are good for valuations, please forward my details on to the estate agents so that we can schedule times. Please note its best for them to contact me on this email as I'm generally unavailable by phone.
>
> With regard to the EICR remedial works it should be noted that we have never refused these works to be carried out and made our position clear initially that it would have to be in the summer holidays. I showed Lewis my diary when we initially discussed this. My wife and I both work from home and I am fully booked until late July. I am self employed and run online mental health training courses for a national charity so this cannot happen with workmen in the house and with no electricity it's simply not possible.
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> The house will not be habitable if there is no electricity, lots of dust and full of workmen so we would need to negotiate a rent free period of at least two weeks and compensation for alternative accommodation. Lewis advised that I will need to be at the house to supervise the works and to prevent damage to my property and so I will need to be compensated for loss of earnings.
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> We are happy for this to be referred to the housing ombudsman should we be unable to agree on suitable compensation.
>
> Family are all good and many thanks for asking, we're really keen to hear from these estate agents and hopefully get a deal done soon."

17. Mr Gray junior replied on 24th May 2023 saying the electricians would reduce the inconvenience as much as possible. He added: "Kindly confirm within 7 days that you will enable access to the Property for our electrical contractors to carry out the necessary re-wiring works."

18. There was then further correspondence in which the Chapmans refused to provide access. An issue at the same time was that the Chapmans wanted to see the valuation which the respondents had obtained of the property. In our judgment, however, the respondents were perfectly entitled to keep the valuations to themselves. They and the Chapmans were at arm's length in negotiating the terms of any sale; the Grays were entitled to keep the valuation figures secret from the Chapmans.

19. The correspondence on rewiring concluded with an email from Mr Chapman of 1st November 2023 in which he said:

> "In response to your letter yesterday, Friday 10th November is not suitable for us. However we are happy to allow the gas safety inspection to take place the following week on Friday 17th November. In regards to the electrical work, the next 3 day period available in my diary is 5th to 7th April. And as I will need to take the Friday and Monday off, I will need compensation for the loss of two days work (£1400)."

20. In the meantime, negotiations for the sale continued. They resulted in a sale completing in April 2024 at a price of £531,500.

21. Subsequently on 10th July 2024 Mr Chapman made a claim for three times the deposit of £780 paid under the original 2001 tenancy agreement. It seems to us that there are a number of difficulties with this claim. Firstly, there is no evidence that any deposit was payable under any subsequent tenancies. Moreover the 2017 tenancy was with two tenants, not just with Mr Chapman. It is at least arguable that any claim for refund of the deposit would have accrued when the 2004 tenancy commenced and would have been repayable at the latest when the 2017 tenancy was entered with new tenants. In either case, any claim to the deposit would have been barred by the Limitation Act 1980. Be all this as it may, in fact the respondents paid Mr Chapman the £2,340 claimed.

22. Mr Chapman asserts that the house was a danger to himself, his wife and his three young children during the period from April 2023 to March 2024 in respect of which the rent repayment order is made. There is in our judgment no properly admissible evidence of this. He says that when he came to have the electrics redone, once the purchase had completed, various serious matters came to light. The wires to the electrical consumer unit, he said, were wrongly installed. We are not persuaded that this unit was in fact dangerous. However, even if we are wrong in reaching this conclusion, a landlord's duty is to employ ostensibly competent tradesmen to carry out work. There is no evidence that the landlords here did not employ an ordinarily competent electrician or that there was any fault on their part.

23. In our judgment the evidence as to danger is not made out. Further insofar as complaint is made about the electrics, this is in our judgment due to the deliberately uncooperative approach taken by the Chapmans to permitting access. Moreover, even if the Chapmans did have a genuine grievance in this respect, there is no evidence that the problems would have been uncovered if an application had been made for a selective licence.

The law

24. We turn to consider the law. *Williams v Parmar* [2021] UKUT 244 (LC) directs tribunals making rent repayment orders to conduct an evaluation of all relevant factors before deciding on the amount of the order, rather than starting from an assumption that the full rent should be repaid unless

there is some good reason to order repayment of a lesser sum. At para 41 the Upper Tribunal said:

> "The circumstances and seriousness of the offending conduct of the landlord are comprised in the 'conduct of the landlord', so the FTT 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, by reason of mitigating circumstances or otherwise."

25. We note that most of the cases on appeal to the Upper Tribunal concern unlicensed houses-in-multiple-occupation (HMOs). In general a failure to licence a single-occupancy house as required under a selective licensing scheme is less serious than a failure to licence an HMO. This is because the licensing conditions for HMOs are generally stricter than for single-occupancy houses and because the danger to human life from defective premises is generally less.

26. In *Hallett v Parker* [2022] UKUT 165 (LC), the Deputy President of the Lands Chamber of the Upper Tribunal was dealing with an unlicensed HMO case and concluded:

> "37. In fixing the appropriate sum I take account of the following: that the offence is not of the most serious type; that proper enforcement of licensing requirements against all landlords, good and bad, is necessary to ensure the general effectiveness of licensing system and to deter evasion; that Mr Hallett failed to take sufficient steps to inform himself of the regulatory requirements associated with letting an HMO; that this was the first occasion on which he had let the property to a group of tenants who did not form a single household, and hence the first occasion when a licence was required; that he was not alerted by his letting agent to the need to obtain a licence, when he might reasonably have expected he would be (especially as the same agent had previously let the property on his behalf in circumstances which meant no licence was required); that the condition of the property was fairly good; that he applied for and was granted a licence as soon as he became aware that one was required; that he lets no other property.
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> 38. Taking all these matters into account I determine that the appropriate order in this case is for the repayment of £1,000 to each of the three tenants, the total figure of £3,000 representing approximately 25% of the sum paid by the tenants in rent in the period of about seven months during which the offence was being committed."

Discussion and conclusion

27. Mr Woolf for the respondents submits in his skeleton at para 11, that there are similarities between this case and that. In particular, he submits:

"(a) The situation was one of a technical as opposed to intentional breach – the same as in the instant case;

(b) The tenants had extremely good quality accommodation – the same as in the instant case;

(c) All the necessary checks and safety provisions were complied with – accepted not the same as in the instant case where there was a Gas Safety Certificate but access had become an issue;

(d) Good relations existed between the landlord and tenant – the same was in the instant case, it only being when possession was to be recovered that the relationship soured;

(e) There were absolutely no aggravating features –the Applicants cannot claim any harassment or intimidation. Ultimately they purchased the Property for a very good price.

(f) The Landlord is not a professional landlord and the managing agent did not advise – although no managing agents involved in this case, guidance regarding the need to licence was confused so similarities arose in the instant case as in Hallett;

(g) There is no element of repeat offending, it was simply a landlord being unaware of the Selective Licencing arrangements – the same as in the instant case."

28. As to (b), the accommodation, we find, was in reasonable condition for the price, rather than being of "extremely good quality". As to (e), there is no evidence that the price was anything other than a proper market price. We have dealt at length with the access issues above. Apart from these aspects, we agree with these points.

29. In addition, an important consideration in our judgment is that the Chapmans knew in 2022 that the house required selective licensing. We are obliged to consider the tenants' conduct: Housing and Planning Act 2016 section 44(4)(a). In our judgment, the failure of the tenants, which we find was a deliberate failure, to tell the landlords that they required a licence and then to bring the current proceedings based on precisely that failure on the landlords' part to procure a licence is, what we find as a fact to be, poor conduct on the part of the tenants.

30. Mr Woolf conceded that an award of between 20 and 30 per cent should be made. In our judgment an award at the lower end of that scale is appropriate. We make a rent repayment order in the sum of £3,480.

DETERMINATION

(a) The application for a rent repayment order succeeds. The respondents shall pay the applicants £3,480 within 14 days.

(b) The respondents shall by 11th December 2025 serve on the Tribunal and on the applicants their submissions as to what order of costs should be made and in particular why the respondents should not pay the £327 fees payable to the Tribunal.

(c) The applicants shall by 24th December 2025 serve on the Tribunal and on the respondents their submissions on costs.

(d) The respondents may by 7th January 2026 serve on the Tribunal and on the applicants a reply. The Tribunal will thereafter determine costs.

Name: Judge Adrian Jack **Date:** 26th November 2025