



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

Case reference : **LON/00AM/HMF/2023/0181.**

Property : **58 George Downing Estate, London N16
6BE.**

Applicant : **Christopher Edward Franks
Joel Albert Payne
Andrei George Jakab**

Representative : **Represent Law
David Gyulai**

Respondent : **John Campbell (1)
Damaris Saunders (2)
Fixbrook Consultancy Limited (3)**

Representative : **None**

Type of application : **Application for a rent repayment order
by tenant Sections 40, 41, 43, & 44 of the
Housing and Planning Act 2016**

Tribunal members : **Judge H Carr
Mrs Louise Crane**

**Date and venue of
hearing** : **20th September 2024**

Date of decision : **5 January 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the proper Respondent in this matter is John Campbell
- (2) The tribunal determines to make Rent Repayment Orders as follows:
 - (i) Christopher Franks – £2640
 - (ii) Joel Albert Payne - £1420
 - (iii) Andrei George Jakab - £2474
- (3) The Rent Repayment Order must be paid within 28 days of the issue of this decision.
- (4) The tribunal determines that the Respondent reimburse the Applicants for the application and hearing fees, totalling £300.
- (5) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The Applicant tenants, Christopher Edward Franks, Joel Albert Payne and Andrei George Jakab seek a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to 58 George Downing Estate, London N16 6BE.the property.
2. The Application names three potential Respondents, Damaris Sanders who is the registered owner of the property which she acquired on 27th November 2012, Mr John Campbell who is named on some versions of tenancy agreements and Fixbrook Consultancy Limited which is named on other versions of tenancy agreements.
3. The Applicants allege that at least one of the Respondents has committed the offence of control or management of an unlicensed HMO under s.72(1) of the Housing Act 2004.

4. The application was made on 19th July 2023 and Mr Jakab was added to the application on 23rd August 2023.
5. Directions were issued on 15th September 2023 and amended on 24th January 2024.
6. After the hearing but before the issue of the decision the Upper Tribunal granted permission to appeal in a case relating to the same property but with different Applicants, FTT reference LON/00AM/HMF/2022/0200.
7. The tribunal therefore determined to stay the decision pending the outcome of the appeal in that application.
8. The stay was lifted on 30th June 2025 following the issue of the decision of the Upper Tribunal on that application on 4th April 2025, Upper Tribunal reference Case No: LC-2024-780.
9. The parties were provided with an opportunity to make further submissions prior to the determination of the matter. The date for those submissions to be provided was 21st July 2025. The tribunal, following representations from Mr Campbell, extended his opportunity to make submissions. His submissions were provided on 25th August 2025
10. The additional submissions provided by Mr Campbell have been fully considered in this determination. No further submissions were received by the Applicants' representative.

The hearing

11. Mr Franks and Mr Jakab appeared at the hearing and were represented by Mr David Gyulai of Represent Law Solicitors. Mr Payne did not attend but he was also represented by Mr Gyulai.
12. Mr Campbell appeared. He represented himself and Fixbrook Consultancy Limited. There was no appearance from Ms Damaris Sanders.
13. He asked that the application of Mr Payne be struck out as Mr Campbell was deprived of the opportunity to cross examine him.
14. The tribunal considered Rule 9 of its procedural rules and determined not to strike out Mr Payne's application as it did not consider that any of the circumstances set out in paragraph 3 of Rule 9 applied. The tribunal noted Mr Campbell's concern that he had not had

the opportunity to cross examine Mr Payne which it will take into account when determining what weight to give to his evidence.

The background and chronology

15. The property is a four bedroom ground floor flat with a bathroom kitchen and storage cupboard. The kitchen and bathroom were shared. There is no living room to the property.

16. The property is situated within the Cazenove ward in the London Borough of Hackney. The London Borough of Hackney operates a borough-wide additional licensing scheme and a selective licensing scheme for the Cazenove ward.

17. The Applicants' occupancy of the property is as follows:

(i) Christopher Edward Franks - from 1 October 2021 until 12 February 2023

(ii) Joel Albert Payne - from 1 May 2022 until 9 July 2023

(iii) Andrei George Jakab - from 10 January 2022 until 28 July 2023

18. The Applicants say that the property was unlicensed at the commencement of their tenancy.

19. The parties agree that Mr Campbell applied for a licence in respect of the property on 1st September 2022.

20. The Applicants' claim RROs as follows:

(i) Christopher Franks claims a rent repayment order of £6,050 from 1 October 2021 until 1 September 2022.

(ii) Joel Albert Payne claims a rent repayment order of £3,120 from 1 May 2022 until 1 September 2022.

(iii) Andrei George Jakab claims a rent repayment order of £5,416.67 for the period from 10 January 2022 until 1 September 2022.

The issues

21. The issues that the tribunal must determine are;

- (i) Is Mr Jakab's application for an RRO in time
- (ii) Who is the correct Respondent in this application?
- (iii) Is the tribunal satisfied beyond reasonable doubt that the Respondent has committed the alleged offence?
- (iv) Does the Respondent have a 'reasonable excuse' defence?
- (v) What amount of RRO, if any, should the tribunal order?
 - (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
 - (b) What account must be taken of
 - (1) The conduct of the landlord
 - (2) The financial circumstances of the landlord:
 - (3) The conduct of the tenant?
- (vi) Should the tribunal refund the applicants' application and hearing fees?

22. The Respondent raises the conduct of the Applicants' representative in his statement of case. The allegations the Respondent makes are not the concern of this tribunal as they do not relate to the occupation of the property. If he wishes to pursue his complaint he must pursue this with the Applicants' representative professional organisation.

The law

23. Section 77 of the 2004 Act defines "HMO" to refer to "a house in multiple occupation as defined by sections 254 to 259". By section 72(1), 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 (see section 61(1)) but is not so licensed". Section 263 explains that "person having control" refers to "the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of

another person), or who would so receive it if the premises were let at a rack-rent" and that "rack-rent" means "a rent which is not less than two-thirds of the full net annual value of the premises": see subsections (1) and (2).

24. By section 263(3), "person managing" means as regards an HMO:

"in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) ... ; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

25. Section 72(5) of the 2004 Act provides a "reasonable excuse" defence to a charge of having control of or managing an unlicensed HMO.

26. Section 43 of the 2016 Act provides that this Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44 which, in respect of the s.72(1) offence limits the amount of the award to the rent paid during a period "not exceeding 12 months, during which the landlord was committing the offence."

27. Section 44(4) says as follows:

(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.”

28. Guidance on how this Tribunal should approach quantification of the amount of a RRO has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and *Acheampong v Roman* [2022] UKUT 239.

29. In *Williams v Parmar* the Chamber President said [50] that when quantifying the amount of a RRO:

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. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.”

30. In *Acheampong* Judge Cooke said at [20] that the following approach would ensure consistency with previous legal authorities:

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 will be able to make an informed estimate.

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) and 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 figure is then the starting point (in the sense that 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).”

31. In *Newell v Abbot* [2024] UKUT 181, the Deputy President, at paras. 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO's awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At para. 57 he said as follows:

This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health.”

32. In *Newell*, the Deputy President redetermined the amount of the RRO in question. He made no adjustments for s.44(4) factors and concluded, in para. 62 that that bearing in mind that the offence had been committed by the landlord of a single property and was the result of inadvertence, or lack of attention, rather than being deliberate, and that the accommodation provided was generally of a good standard which attracted long term residents and which the respondents were disappointed to leave, the appropriate order was for the repayment of 60% of the rent received. He said that had the offence been committed for a much shorter period than the almost six years in that case, the penalty he would have imposed would have been equal to 50% of the rent, but also emphasised that the effective operation of selective licensing schemes depends on landlords keeping themselves properly informed and a prolonged failure to obtain a licence therefore merited a higher penalty

The determination

The status of Mr Jakab's application

33. Mr Campbell argues that as there was no claim from Mr Jakab in the Applicants' bundle, his claim should be struck out as it is out of time.

34. The tribunal notes that an application was made by the Applicants' representative on 16th August 2023 to add Mr Jakab as a party to the claim as an applicant. That application included amended grounds of application. The tribunal determined to add Mr Jakab as an applicant and informed Mr Campbell of this decision on 23rd August 2023. The directions issued on 15th September 2023 named Mr Jakab as an Applicant.
35. As the application to add Mr Jakab was received within the statutory limitation period the application from Mr Campbell to strike out Mr Jakab's application is refused.

Who is the correct Respondent in this application?

The Applicants' evidence and submissions

36. Mr Christopher Franks says that his landlord was Mr John Campbell. He paid rent personally to Mr Campbell every month. Mr Franks points out that the name of the landlord has been left blank on his tenancy agreement. Mr Franks suggests that was deliberate to enable Mr Campbell to deny that he was the landlord of the property,
37. Mr Franks also notes that when he received the DPS certificate the landlord on that was named as Fixbrook Consultancy.
38. Mr Jakob agrees that he paid his deposit and his rent to Fixbrook Consultancy. He provided copies of texts discussing the rent payment date with Mr Campbell and texts between himself and Mr Campbell about repairs.
39. The Applicants say that Mr Campbell, the First Respondent, is the proper respondent in this matter. They say that Mr Campbell has failed to provide any evidence of the relationship between Mr Campbell and Fixbrook Consultancy. They consider that Fixbrook Consultancy was the agent of Mr Campbell.
40. They point to the company documentation which indicates that Mr Campbell is a person with significant control of the company owning more than 50% of the shares and less than 75%.

The Respondent's evidence and submissions

41. Mr Campbell in his role as 1st Respondent and representative of the 3rd Respondent argues that the correct Respondent in this application is

Fixbrook Consultancy, the third Respondent. Mr Campbell says that all responsibilities and benefits in regard to the property accrue to Fixbrook Consultancy only.

42. He states that he, John Campbell should be struck out as a Respondent as he is only the representative of the landlord company, Fixbrook Consultancy. It is Fixbrook Consultancy which is the immediate landlord and therefore, it is Fixbrook Consultancy, and only Fixbrook Consultancy which is liable for an RRO.
43. Mr Campbell also says that Damaris Sanders should be struck out as a Respondent as she is not a party to the rentals. He also said that he has a sole beneficial interest in the property although he did not provide documentation to that effect. He did however say that a TR1 had been lodged with the Land Registry to transfer ownership back to himself, but did not provide a copy of that TR1.
44. He explained that Damaris Sanders bought the property in 2007 and she and Mr Campbell lived there until 2013. After they moved out, Mr Campbell rented the property through Hackney 4 Ltd and Fixbrook Consultancy Ltd.
45. Mr Campbell said that the blank contract was provided to the tenants to ensure that they read the contract and were aware of the terms. His practice is then to write the landlord's name on the countersigned version which is returned to the tenants. He argues that the implications of leaving the landlord's name blank is exactly the reverse of what the tenant suggests as leaving this exposes the landlord to the tenant claiming the landlord name is whichever suits him best.
46. He also points out that the service address pre-printed on the contract is the same as the trading address for Fixbrook Consultancy. Further he says that the tenancy application shows Hackney 4 Ltd on the letterhead which is an associated company with whom Fixbrook Consultancy share technical infrastructure. He says that it has never been stated, documented nor suggested that John Campbell is the landlord. He says that the Applicants were well aware that Fixbrook Consultancy was their landlord.

The decision of the tribunal

47. The tribunal determines that Mr John Campbell is the correct Respondent in this application

The reasons for the decision of the tribunal

48. The tribunal considered which of the Respondents was the correct Respondent. It noted that Fixbrook Consultancy had no interest in the property but also that the lack of a property interest does not prevent the creation of tenancies.
49. Damaris Sanders is listed as the owner on the land registration documents. However Mr Campbell, the First Respondent says that she did not receive any rent from the property and is not an appropriate Respondent. Although no documentation was provided to clarify ownership of the property, the tribunal accepts his evidence. The Applicants did not argue that Ms Sanders was the appropriate applicant. The tribunal therefore determines to strike out Ms Sanders as Respondent.
50. Mr Campbell is not named on the land registration documents as the owner of the property. It is unclear whether and if so what Mr Campbell's interest in the property is. The tribunal is prepared to accept Mr Campbell's assertion that he had a beneficial interest
51. The tribunal noted that the documentation provided to the Applicants was sometimes incomplete and/or obscure. Fixbrook Consultancy Limited is named as the landlord on the DPS certificate provided to Mr Franks. The witness statement of Mr Franks includes an exhibit showing that the name of the landlord has not been completed and Mr Franks also received information from a company Hackney 4 Ltd who appeared to manage the property. Mr Franks provided information demonstrating that his rent was paid to Mr Campbell.
52. Following the Supreme Court decision in *Rakusen v Jepsen and others* UKSC 2021/0188, the starting point for the tribunal when deciding liability for an RRO is the immediate landlord, which, in this case appears to be Fixbrook Consultancy. However documents before the tribunal show that Mr Campbell is the person in control of Fixbrook Consultancy Limited. Mr Campbell does not dispute that he was in sole control of Fixbrook Consultancy Limited. He also agrees that he received the rental payments but only indirectly, the rent payments were paid to Fixbrook Consultancy. No evidence was provided of any management agreement between Mr Campbell and Fixbrook Consultancy Limited. However it was clear from the evidence that all instructions about tenancy agreements, all decisions on repairs and other decisions about the management of the property were all made by Mr Campbell even if they were carried out by Fixbrook Consultancy.
53. The tribunal paid attention to s. 263 of the 2004 Act concerning the meaning of "person having control" and "Person Managing" for the Purposes of the 2004 Act. Subsection (3)(b) set out above covers a person who would so receive the rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is

not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

54. It relies on the decision of *Cabo v Dezotti* (2024) EWCA Civ 1358 in which the Court of Appeal decided that the Upper Tribunal was justified in its findings about the relationship between Ms Cabo and the company Top Holdings Ltd which was in receipt of the rents. The relevant paragraphs of the Upper Tribunal decision are set out below:

72. The relationship between Top Holdings and Ms Cabo was that of agent and principal. An agent is a person engaged to do any act for another or to represent another in dealings with third parties. The person for whom such acts are done is known as the principal. The essence of the relationship is that the agent is given power, within prescribed limits, to affect the principal's legal relations with third parties. The relationship of agent and principal is usually created by a written contract and the responsibilities of the agent are defined by the contract. But the relationship may be defined partly in writing and partly by oral agreement or by conduct.

73. In this case, the Management Agreement specifically ruled out the existence of a relationship of landlord and tenant between Ms Cabo and Top Holdings (clause 2). Instead it required the company to manage the property "exclusively for the benefit of the First Party [Ms Cabo]" (clause 3). The company was specifically permitted to let the Property (clause 7). Although the Management Agreement also stated that the income from letting the Property was to be retained by the company "with no recourse or accountability" to Ms Cabo, the FTT rejected her case about the financial arrangements between them as "not credible" and found that she was the person entitled to receive the rent of the Property. It did not describe the Management Agreement as a sham and its findings would not rule out the possibility that the parties agreed to change the arrangement at some point after they entered into it, but the effect of the FTT's finding was that the true financial relationship between Ms Cabo and the company was not reflected in the Management Agreement. The company had express authority to manage the Property exclusively for Ms Cabo's benefit, and to let it, and it dealt with the income from the lettings as it and Ms Cabo agreed or as she directed; whichever was the case, the result was that Ms Cabo had the benefit of at least part of the rent and was, as the FTT put it, "entitled to receive a rack rent".

74. Ms Cabo was what is known as an "undisclosed principal". Usually, when someone is acting as an agent that fact is made clear to the person with whom they are dealing, in which case the principal is said to be "disclosed"; examples can be seen in the documents in this case when Mr Grasso signed the so-called holiday letting agreements on behalf of Top Holdings. In such cases it is obvious that the agreement is being made between the principal (Top Holdings) and

the third party (the occupant). Sometimes, however, the existence of the principal is not disclosed to the third party. The agent contracts with the third party as they would if they were contracting on their own behalf, without informing the third party that they are in fact doing so on behalf of someone else.

55. It determines that the situation in this application is analogous to that in *Cabo v Dezotti*. Mr Campbell is in control of Fixbrook Consultancy, and has an arrangement with them that allows them to contract with third parties on his behalf. Fixbrook Consultancy is the agent and Mr Campbell is the principal. Mr Campbell is the person who would have received the rents but for the arrangement with his company and he therefore is an undisclosed principal. The tribunal therefore finds that the first Respondent is a person managing the property for the purposes of section 263 and is therefore liable to be made the subject of a rent repayment order.

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?

The Applicant's evidence

56. The Applicants argue that the property met all the criteria to be licensed under the designation. The property was occupied by the applicants as their main residence during the period of their claims. The applicants were unrelated, and none were in a relationship with another applicant.
57. The Applicants produced an email from Georgia Duberry from London Borough of Hackney sent to Clark Barrett from Represent Law Ltd on 26 August 2022 on behalf of the Property licensing team. In that email, Ms Duberry confirmed that the subject property was not licenced nor had an application been received for it to be licenced.

The Respondent's evidence

58. The Respondent agrees that the property was unlicensed. The Respondent applied for a licence on 10 September 2022.

The decision of the tribunal

59. The tribunal determines that the Respondent has committed the alleged offence

The reasons for the decision of the tribunal

60. The tribunal relies on the evidence from the Applicants, the information provided by the local authority and the email dated 26 August 2022 from Property Licensing at the London Borough of Hackney.

Does the Respondent have a 'reasonable excuse' defence?

61. Mr Campbell says that when he commenced renting out the property in 2013 there was no requirement that he obtain an HMO licence. As soon as he became aware of the requirement he applied for a licence.
62. Mr Campbell says that the Additional HMO Licensing Scheme was never brought to his attention and there was no systematic mechanism for him to become aware of it. He says that he saw no publicity for the additional licensing scheme, nor did he encounter any references to it on any internet landlord forums that he occasionally read.
63. Neither the London Borough of Hackney nor Southern Housing (the superior landlord), nor his mortgagee informed him of the implementation of new licensing requirements. He would have expected to have been alerted. He says that he is a solo landlord operating directly with tenants, so he has no agent to alert him. However he is on the mailing lists of various estate agents who occasionally discuss new regulations, they did not mention it.
64. Mr Campbell also says that the tribunal should take judicial notice of the widespread disruption caused because Hackney Council was subject to a cyber-attack in October 2020 which remained ongoing throughout 2021 and 2022. This meant that the licensing register was inaccessible for long periods, landlord contact channels were severely disrupted and no automated reminders or targeted communications were available. Hackney officers themselves, as per internal notes released in Freedom Of Information Act responses were manually reconstructing licensing records from handwritten notes and limited local backups.
65. Mr Campbell refers the tribunal to his evidence bundle to show that during the relevant period there was nclear route for landlords to check or update licensing status.

66. The Applicants say that there is no substance to the Respondent's submissions, and that he has no reasonable excuse for failing to licence the property.

The tribunal's decision

67. The tribunal determines that the reasonable excuse defence fails.

The reasons for the decision of the tribunal

68. Mr Campbell's ignorance of the licensing scheme is the main element of his reasonable excuse. He says that as soon as he became aware of the need for a licence he applied for one. Other cases have established that ignorance of licensing is not an adequate excuse for failure to licence as it is the responsibility of all landlords to remain up to date with licensing requirements.

69. Although Mr Campbell has provided evidence of serious disruption to Hackney Council's website, he has provided no evidence of his inability to obtain a licence during that period. There is no suggestion from Mr Campbell that he attempted to licence the Property before 10 September 2022, Mr Campbell cannot therefore have been prejudiced by any disruption in the Council's services prior to the date of his application, and no mitigating factors arise.

Should the tribunal make an award of a RRO?

70. The tribunal has a discretion as to whether or not to award an RRO.

71. Mr Campbell argues that no award should be made as this was a technical breach, and the property was in good condition

72. The tribunal determines to exercise its discretion and make an award of an RRO.

73. The reason for this is that failure to licence a property is a serious breach of landlord law of which the Respondent should have been aware. The tribunal is therefore satisfied in the circumstances that an RRO should be made.

The maximum amount of the RRO which can be ordered

74. The rents claimed by the Applicants for the relevant period are as follows:

- (i) Christopher Franks claims a rent repayment order of £6,050 from 1 October 2021 until 1 September 2022.
- (ii) Joel Albert Payne claims a rent repayment order of £3,120 from 1 May 2022 until 1 September 2022.
- (iii) Andrei George Jakab claims a rent repayment order of £5,416.67 for the period from 10 January 2022 until 1 September 2022.

75. The Applicants provided evidence of the payment of the rent during the period of claim.

76. The Applicants confirmed that none of them were in receipt of a housing element of Universal Credit or Housing Benefit.

77. The tribunal found that the maximum RRO it could award in respect of each claimant were the amounts claimed.

78. The Respondent provided evidence that he paid all the utilities for the property, although he did not provide documentation about specific bills during the period of the claim.

79. The Applicants did not dispute, and the tribunal accepts that the Respondent pays the utility bills for the property. The amounts cited by the Respondent appear reasonable for bills in a shared house.

80. It is not possible with the information provided to accurately calculate how much of the rent in each of the claims was reimbursement for utility costs. The tribunal has therefore, drawing on its own experience, and in line with other cases, determined to deduct £70 pcm or £2,25 per day per tenant for utility costs.

81. Therefore the maximum RRO claims prior to consideration of conduct issues for each of the Applicants is as follows:

- (i) Christopher Franks £6,050 minus £770 (11 x £70) = £5280
- (ii) Joel Albert Payne £3,120 minus £280 (4 x £70) = £2840

- (iii) Andrei George Jakab £5,416.67 minus £469.50 (6 x £70 + 22 x 2.25) for the period from 10 January 2022 until 1 September 2022 = £4,947.17

Other arguments concerning the amount of the RRO to be awarded.

82. The Applicants argue that their conduct was good. They paid their rent on time and carried out the responsibilities of tenants.
83. The Respondent argues that the conduct of the Applicants was poor. He submits that the tribunal should give limited weight to the witness evidence provided and exclude Mr Joel Payne's evidence entirely for procedural failings.
84. He also says the Applicants and their representatives has behaved poorly, carrying out vexatious litigation and manipulating the FTT system.
85. The Applicants argue that the conduct of the Respondent was poor
- (i) They complain about the boiler being repeatedly broken
 - (ii) They complain that the bathroom was mouldy and the radiator was inadequate.
 - (iii) They complain of poor handling of the rental deposits
 - (iv) They complain that there was an issue about responsibility for the water bill
86. The Respondent says that his records show that the boiler broke once and was repaired within several days. The repair of the boiler was delayed because a plumber who was appointed to attend the next day called in sick. A replacement part was ordered for 24 hour deliver but got delayed in the post. The Respondent says that this is not evidence of neglect or bad management but unfortunate circumstances.

87. The Respondent says that there is no evidence to support the claims about mould in the bathroom. The photographic inventory for the tenants does not document mould. Neither do the property condition reports submitted by the tenants. Mould is not mentioned on the spare room adverts on email or in WhatsApp conversations.

88. The Respondent argues that his conduct was good. His HMO licence was granted unconditionally following an inspection by the local authority which not only indicates his credibility as a good landlord but undermines the credibility of the Applicants.

The financial circumstances of the landlord

89. The Respondent says as the landlord in all cases is Fixbrook Consultancy the section is not appropriate.

90. He also states that should the tribunal find that the landlord is Mr Campbell, then he is of modest means, earning no income as he is a home educator to his children.

91. The tribunal has already determined that the proper Respondent is Mr Campbell. The tribunal is aware that he owns his own property as well as the subject property. Whilst the tribunal accepts that Mr Campbell has a reduced income because of his decision to home-school his children, no other evidence has been provided of income or assets. Therefore the tribunal does not reduce the RRO because of the financial circumstances of the Respondent.

The decision of the tribunal

92. The tribunal determines to make rent repayment orders as follows:

(i) Christopher Franks – $50\% \times £5280 = £2640$

(ii) Joel Albert Payne - $50\% \times £2840 = £1420$

(iii) Andrei George Jakab $50\% \times £4,947.17 = £2474$

The reasons for the decision of the tribunal

93. There is extensive case law on how the tribunal should reach a decision on quantum of a rent repayment order. In reaching its decision in this case the tribunal has been guided by the very helpful

review of the decisions in the Upper Tribunal decision *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC).

94. *Acheampong v Roman* (2022) UKUT 239 (LC) established a four stage approach which the tribunal must adopt when assessing the amount of any order. The tribunal in this case has already taken the first two steps that the authorities require by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant.
95. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.
96. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.
97. In this case the tribunal considered that the case is a less serious example of one of the less serious offences in which a rent repayment order may be made.
98. The reasons for this are as follows:
 - (i) The Applicants have provided very little evidence that the condition of the property was poor and the tribunal accepts the Respondent's evidence that the property was in reasonable condition and that other than licensing he complied with his legal obligations.
99. Nonetheless failure to licence is a serious failure of landlord responsibility and it is correct that the tribunal order a significant proportion of the RRO claimed to mark that serious responsibility. Mr Campbell is the director of a company, Fixbrook Consultancy Limited, that is involved in the letting and management of property. There is no reason for the tribunal to determine anything other than that Mr Campbell has a professional interest in property and should have ensured that all licencing and management requirements regarding the Property were met.
100. The tribunal decided not to reduce the amount payable because of the conduct of the Applicants. There was no evidence to support any allegation that the Applicants' conduct was anything but good. Whilst the Respondent makes much of the presentation of the Applicants' evidence, there is nothing to show that is represents poor conduct by the tenants.

101. Taking all of these matters into account the tribunal determines to award the Applicants 50% of the maximum RRO payable.

102. In the light of the above determinations the tribunal also orders the Respondent to reimburse the Applicants' application fee and hearing fee totalling £300.

Name: Judge H Carr

Date: 5 January 2026

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).