



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

Case Reference : **MAN/00BY/HMF/2024/0018**

Property : **9 Highgate Street, Liverpool L7 1PE**

Applicants : **Charlie Love, Aiden Phillips, Daniel Degg, AdhamMohamed, Aleksandra Baranowska, Julia Olszowska**

Applicants' Representative : **Charlie Love**

Respondent : **Trophy Homes Limited (In Administration)**

Type of Application : **Housing and Planning Act 2016 – Section 41(1)**

Tribunal : **Tribunal Judge W L Brown, Tribunal Member J O'Hare.**

Date of Hearing : **17 June 2025**

DECISION

The Respondent is liable for payment of rent repayment orders to the Applicants, in the sum of £4,970 to each, within 28 days of the date upon which this Decision is sent to the parties.

REASONS

The Application

1. By application dated 22 April 2024 (the Application), the Applicants sought a Rent Repayment Order (RRO) pursuant to section 41(1) of the Housing and Planning Act 2016 (the 2016 Act) in relation to their occupation of the Property.
2. Directions were issued on 10 March 2025. It was not disputed that the Application was brought within the statutory timeframe to do so.
3. The Respondent informed the Tribunal by email dated 9 April 2025 that it had entered into Administration in May 2024.
4. By email dated 30 May 2025 the Tribunal was advised as follows regarding the Respondent:

“Thank you for your email below and for providing the relevant papers.

I confirm on behalf of the Joint Administrators that we consent to the proceedings under case reference MAN/00BY/HMF/2024/0029 continuing against the Company.

With no discourtesy to the Court intended, the Joint Administrators do not intend to participate in the proceedings, will not be filing any evidence on behalf of the Company and will not be in attendance at any future hearing of the application.

It may be worth, if possible, the Court pointing out to the Respondents that any Judgment obtained against the Company will be an unsecured claim in the Company’s administration and, at present, I do not anticipate any funds being available to enable a distribution to unsecured creditors.”

The information was supplied by Mr Andrew Knowles, Joint Administrator of the Respondent, belonging to Leonard Curtis, a firm dealing with corporate insolvency.

5. The Tribunal had no reason to doubt the authenticity of the representations.
6. The Applicants confirmed through their Representative by email dated 11 May 2025 that notwithstanding the insolvency of the Respondent they wanted to continue with the Application.
7. The Tribunal considered it unnecessary in view of the matters in issue to conduct an inspection of the Property. There was no application for a hearing. The Tribunal was satisfied that it could make its determination on the papers.
8. The Tribunal understood from the Application that the Property is a 6 bedroom house.

The Law

9. The relevant statutory provisions relating to Rent Repayment Orders are contained in sections 40, 41, 43 and 44 of the Housing and Planning Act 2016 (the “2016 Act”), extracts from which are set out in the Annex to this decision.

10. Section 40 of the 2016 Act identifies the relevant offences, including an offence under Section 95(1) of the Housing Act 2004 (the “2004 Act”) (control or management of unlicensed premises). Subsection 95(4) provides that in proceedings against a person for such an offence it is a defence that he had a reasonable excuse for having control or managing the house without the relevant licence.

11. Section 43 provides that the Tribunal may make a rent repayment order only if satisfied, beyond reasonable doubt, that a landlord has committed a relevant offence (whether or not the landlord has been convicted).

12. Section 44(4) lists considerations which the tribunal must 'in particular' take into account in determining the amount of any repayment - conduct of the landlord and tenant, financial circumstances of the landlord and whether the landlord has been convicted of an offence to which that chapter of the 2016 Act applied. The use of the words 'in particular' suggests that these are not the only considerations the tribunal is to take into account.

13. Relevant for these proceedings is “HMO” (a house in multiple occupation). Housing Act 2004 provides (section 61) that a HMO must be licensed, in the circumstances described in the legislation. Controlling or managing a HMO without a licence is an offence (section 72(1)).

Evidence and relevant findings

14. The basis for the Application was that the Applicants had rented the Property from the Respondent as residential accommodation for a term from 18 July 2022 to 29 June 2023. The Tribunal had before it a copy of a corresponding tenancy agreement (the “Agreement”). It was represented that although one of the tenants signing was Muneer Aljubeh, that person did not take up occupation and was replaced as tenant by Aiden Phillips before commencement. A signed Addendum to that effect was provided.

15. Rent reserved under the Agreement is defined as “*The sum of £98 per person per week payable in advance for 50 weeks of letting. Payable in 4 instalments, by direct debit.*”

Paragraph 5, Section B2 provides:

“Payments

1st September: Utility fee of £98, due on or before 1st September 2022

October Payment: 16 weeks rent - due on or before 3rd October 2022

January Payment: 16 weeks rent - due on or before 2nd January 2023

April Payment: 12 weeks rent - due on or before 3rd April 2023.”

16. It was not in dispute that at the relevant time for the Application the Property was a HMO, and there was no evidence before the Tribunal to the contrary. It further was not disputed that the Respondent controlled or managed the Property and did not hold a licence for it. The Tribunal found beyond reasonable doubt that a relevant

offence under section 72(1) Housing Act 2004, relating to housing, occurred. Further, that the offence was committed in the period of 12 months ending with the date the application was made. The Tribunal found no evidence to dispute the Applicants' submission that no licence was in place for the duration of their tenancy of the Property and we were not informed of any application for a licence having been submitted to the local authority. Therefore the Tribunal found that the offence was committed during the period 18 July 2022 to 29 June 2023.

17. The Tribunal found that all of the Applicants were tenants, with Aiden Phillips replacing Muneer Aljubeh before commencement of the tenancy, in accordance with the Addendum document. The Tribunal found that the Applicants satisfy the legal tests to be able to apply for a rent repayment order.

18. Section 44 of the Housing and Planning act 2016 permits a rent repayment order to be made for a period, not exceeding 12 months, during which the offence was being committed. Therefore, the order may be made for the full period of 18 July 2022 to 29 June 2023. The Tribunal found that the sums in paragraph 5 B2 of the tenancy related to only 44 weeks, whereas the term of the tenancy was described as 50 weeks, in line with the information from the Applicants. The full rent payable by each of the Applicants would be £4,900 (50 weeks x £98 per week), plus the fee of £98 for utilities – i.e. a total of £4,998.00.

19. The Applicants represented:

“For a total of £4410 per person. Trophy Homes Ltd., failed to include the rent amounts from before October in the contracts (additional 2 payments of £280 per person). However, we all did pay these and evidence of this can be in the evidence provided in the original application.

One exemption is the payment made my Tamer Mohamed on behalf of tenant Adham Abbas. This was paid all upfront as a total of \$5987.94USD which was equivalent to £5056.82GBP at the time of payment. This is due to an exchange rate of 0.8445 on 15th July 2022 (the date of payment). This payment was paid upfront as Adham was unable to provide a UK Guarantor, therefore it was agreed that his rent would be paid all upfront.

Therefore, on behalf of Adham Abbas and Tamer Mohamed, I am requesting that they are paid back their full amount of £5056.82. However, all the correct payments were made by Charlie Love, Daniel Degg, Aiden Phillips, Julia Olszowska, and Aleksandra Baranowska, this amount is £4970 which we are requesting is repaid.”

20. The Applicants provided copies of their bank statements showing payments of various amounts, which in the absence of contrary evidence, the Tribunal found were consistent with amounts payable to the Respondent under the aforementioned tenancy agreement.

21. The Tribunal found the correct sums which may be the subject of a rent repayment order are as set out in paragraph 18. Having undertaken a review of the various bank statements of each Applicant we were satisfied on a balance of

probabilities that each Applicant had paid their corresponding amount. Therefore, the maximum rent repayment sum for each Applicant could be £4,998.00.

22. The Tribunal dismissed the claim for an additional sum to be paid to Adham Abbas regarding exchange rates on the payment referable to rent made for them by Tamer Mohammed. That element of the claim is not awardable in a rent repayment order.

23. The Tribunal was provided with a Decision in case number MAN/00BY/HMF/2022/0033 in which the Respondent (prior to its insolvency) was found to have committed a similar housing offence regarding a failure to licence residential let property. Other than the Respondent's insolvency, no other financial information was provided by either party. As to the condition of the Property, the Applicants set out "In one of the bedrooms the radiator was stuck on maximum before they came to fix it, leading to one of the bedrooms being extremely hot for a month." They also referred to inconsistent Wi-Fi stability.

23. The Applicants stated in the Application and their submission (see paragraph 19) that the amounts they each paid to the Respondent was £4,970. The Tribunal was unable to deduce from the bank statements whether this sum, or that referred to in paragraph 18, was actually paid by each Applicant. However, based upon the repeated representation, the Tribunal found that the maximum each had paid was in the lesser sum. We found no persuasive reason to award any sum other than that amount for each Applicant.

Decision

24. The Tribunal found that the Respondent is liable for payment of rent repayment orders to the Applicants, in the sum of £4,970 to each, within 28 days of the date upon which this Decision is sent to the parties.

L Brown

Tribunal Judge

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).