



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

**Case reference** : **MAN/00CJ/HMF/2024/0031  
MAN/00CJ/HMF/2024/0032  
MAN/00CJ/HMF/2024/0600**

**Property** : **Rooms 1, 2 and 3, 83, Holly Avenue,  
Jesmond, Newcastle upon Tyne, NE2  
2QB**

**Applicants** : **(1) Cameron Taylor (2) Jessica Turner  
(3) Alex Ifrim**

**Respondent** : **Vijay Vedhara**

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

**Judge** : **Tribunal Judge James-Stadden  
Tribunal Member C Snowball MRICS**

**Date of Decision** : **18 September 2025**

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**DECISION**

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## **Decision of the Tribunal**

- (1) The Tribunal makes the following rent repayment orders:
  - a. to Mr Taylor, the sum of £1,989.94;
  - b. to Ms Turner, the sum of £2,088.47;
  - c. to Mr Ifrim, the sum of £2,088.47.
- (2) Each of the aforesaid rent repayment orders is payable in full within 28 days of the date upon which this Decision is issued to the parties.

## **The Applications**

2. These proceedings arise from 3 separate applications issued in respect of a property situated at and known as 83, Holly Avenue, Jesmond, Newcastle upon Tyne, NE2 2QB (“the Property”).
3. Between September 2023 and July 2024, each of the Applicants occupied individual rooms at the Property pursuant to the terms of separate assured shorthold tenancy agreements, further details of which are given below.
4. Subsequently, between June and August 2024, each of the Applicants issued an application seeking a rent repayment order in relation to their individual tenancies of the Property on the ground that it was, at the material time, a house in multiple occupation (“an HMO”) which required a licence in order to be operated as such and that the Respondent did not have such a licence in breach of section 72(1) of the Housing Act 2004.
5. The Respondent, Mr Vijay Vedhara, is named in each of the Applicants’ tenancy agreements as the landlord of the Property.
6. Directions were issued by the Tribunal on 18 June 2025, the applications having been consolidated to be heard together.
7. Pursuant to the directions, the Applicants submitted a joint bundle to the Tribunal, which was received on 26 June 2025. The Respondent thereafter submitted his bundle of documents, in the form of a separate bundle in response to each of the applications, and these were received by the Tribunal on 21 July 2025. The Applicants did not file any reply.
8. The applications were heard by way of remote hearing on 18 September 2025. Mr Taylor and Ms Turner appeared in person and represented themselves. Mr Vijay Vedhara also appeared in person and represented himself. In addition, Mr Vedhara was accompanied by 2 witnesses, his son, Mr Kapil Vedhara, and Mr Christopher Talbot, the director of Great North Lettings and Sales Limited, Mr Vedhara’s managing agent, both of whom had filed written statements in support, which were contained in Mr Vedhara’s bundle.
9. Mr Ifrim did not attend the hearing. Shortly after the hearing commenced, he informed the Tribunal’s clerk by email that he had been “pulled into a

work call” and asked whether he might be able to join later. He was asked when he might join but did not respond, or join the hearing, prior to the hearing concluding.

10. Having considered the matter of Mr Ifrim’s absence from the hearing, the Tribunal proceeded to determine his application regardless of his absence on the following bases:
  - a. Mr Ifrim’s application is made in proper form, supported by a signed statement of truth, and accompanied by all necessary documentation; and
  - b. Mr Ifrim’s application was not in fact opposed by the Respondent, as confirmed at page 1 of the Respondent’s bundle in response to Mr Ifrim’s application.

### **The Evidence**

11. In addition to the documentary evidence contained in the bundles filed by each of the Applicants and the Respondent, the Tribunal heard oral evidence at the hearing on 18 September 2025 from Mr Taylor, Ms Turner, Mr Vijay Vedhara, Mr Kapil Vedhara and from Mr Christopher Talbot.
12. The evidence as a whole is summarised below.
13. The Property is a 7 bedroomed maisonette, with 3 bathrooms. In late 2023, 3 of those bedrooms were let to the Applicants as follows:

#### **Cameron Taylor**

Room 1 of the Property was let to Mr Taylor pursuant to an assured shorthold tenancy agreement granted by the Respondent and dated 21 September 2023 for a fixed term from and including 28 September 2023 to 08 July 2024, at a rent of £695 per calendar month, payable in advance on 28<sup>th</sup> of each month, and including all utilities (subject to a “fair usage” cap), council tax and TV licence.

Mr Taylor’s application for a rent repayment order is dated 16 July 2024.

#### **Jessica Turner**

Room 2 of the Property was let to Ms Turner pursuant to an assured shorthold tenancy agreement granted by the Respondent and dated 14 September 2023. The rent is stated as being £725 per calendar month, payable on advance on 17<sup>th</sup> of each month, including all utilities (subject to a “fair usage” cap), council tax and TV licence.

The unsigned copy of the tenancy agreement that accompanies Ms Turner’s application states that it is for a fixed term from and including 17 August 2023 to 08 July 2024 [clause 1.1, p.19 of the Applicants’ bundle].

A signed version of that tenancy agreement has, however, been filed by the Respondent which states that the fixed term was from and including 17 September 2023 to 08 July 2024 [clause 1.1, p.6 of the Respondent's bundle].

In oral evidence, her attention having been drawn to the discrepancy in the documents, Ms Turner accepted that her tenancy of the Property did not commence until 17 September 2023.

Ms Turner's application for a rent repayment order is dated 27 June 2024.

Alex Ifrim

Room 3 of the Property was let to Mr Ifrim pursuant to an assured shorthold tenancy agreement granted by the Respondent and dated 11 September 2023 for a fixed term from and including 13 September 2023 to 08 July 2024, at a rent of £725 per calendar month, payable in advance on 13<sup>th</sup> of each month.

Mr Ifrim's tenancy agreement states that he is responsible for the payment of all utilities in addition to his rent, however, in oral evidence, Mr Talbot confirmed that this was in error and that Mr Ifrim was not charged separately for utilities, and that these were instead included within his rent.

Mr Ifrim's application for a rent repayment order is dated 10 August 2024.

14. The Applicants' bundle contains a case summary which states that, "from approximately 11<sup>th</sup> September 2023...seven unrelated individuals were residing at the Property simultaneously, each on a separate tenancy agreement." [p.2 of the Applicants' bundle].
15. In evidence, however:
  - a. Ms Turner confirmed that she moved into the Property on or around 17 September 2023 and that, at that time, there were only 2, or possibly 3, other tenants already in the Property;
  - b. Mr Taylor confirmed that he moved into the Property on 28 September 2023, and that he was the sixth person to move in, the seventh person moving in during October 2023.
16. Mr Ifrim being absent, there was no evidence as to the date upon which he moved into the Property, beyond the commencement date given in his tenancy agreement, which was 13 September 2023.
17. Accordingly, the Property was not fully occupied until October 2023, although there were no less than 5 tenants occupying the Property by 28 September 2023 when Mr Taylor moved in.
18. In his statement in response, the Respondent states that he does not oppose the applications nor that an offence pursuant to s.72(1) of the Housing Act 2004 was committed, in that the Property was an HMO which was required

to be licenced and was not so licenced. He states that this was due to an oversight, which was corrected when discovered, such that the Property was licenced from 08 May 2024 [a copy of the licence appears in each of the Respondent's bundles, e.g. p.29 of his bundle in response to Ms Turner's application].

19. The Applicants' bundle contains a document entitled "Rent Calculation Table", described as showing "the monthly rent paid by each Applicant from August 2023 to June 2024, including bills" [p.56]. The total claims on behalf of each Applicant are given as:

Cameron Taylor: £6,950

Jessica Turner: £7,250

Alex Ifrim: £7,250

20. In oral evidence, Ms Turner (who was responsible for the drafting of this document) conceded that the claim for payments made in August 2023 was erroneous, and should not have been included for any of the Applicants.

21. Each of the Applicants has filed bank statements, seeking to evidence the payments that they made by way of rent. Those statements confirm that the following payments were made

Cameron Taylor:

	£	
27/9/23	1,229.62	(including part payment of the deposit due)
30/10/23	695.00	
29/11/23	695.00	
29/12/23	695.00	
30/1/24	695.00	
28/2/24	695.00	
02/4/24	695.00	

Jessica Turner:

	£
17/10/23	725.00
17/11/23	725.00
18/12/23	725.00
17/1/24	725.00
19/2/24	725.00
18/3/24	725.00
17/4/24	725.00
17/5/24	725.00

Ms Turner states that she changed bank accounts shortly after moving into the Property, and thus has no statements pre-dating October 2023.

Alex Ifrim:

	£	
6/9/23	167.31	(part payment of deposit due)
12/9/23	725.00	
13/9/23	557.69	(remainder of deposit due)
20/10/23	725.00	
29/11/23	725.00	
28/12/23	725.00	
24/1/24	725.00	
28/2/24	725.00	
27/3/24	725.00	
30/4/24	725.00	
30/5/24	725.00	
03/7/24	619.73	

22. The Respondent has filed printouts of each Applicant's rent account, which confirms these payments, and that:
  - a. Ms Turner also made a payment of £725.00 on 17 September 2023; and
  - b. Mr Taylor also made payments of £695.00 in respect of April 2024 and May 2024.
23. In evidence, Mr Talbot confirmed that none of the Applicants were in arrears with their rent.
24. Mr Taylor and Ms Turner confirmed that they did not receive Universal Credit or Housing Benefit, and Mr Talbot confirmed that no benefits payments were received for any of the Applicants.
25. In their applications, the Applicants state that the Property was unsafe, with no fire safety equipment, a lack of blinds in some rooms, unfixed stair carpets and mould in various of the rooms. They state that the agents employed by the Respondent were rude and used threatening language when complaints were made. They exhibit screenshots of WhatsApp messages between them and the agents, as well as photographs showing rubbish in the rear yard, the stair carpet and a misaligned television.
26. The Respondent's filed evidence, and specifically Mr Talbot's witness statement dated 16 July 2025, states that the Property had been significantly refurbished "just prior" to the commencement of the Applicants' tenancies, all appliances provided at the Property were new and that all fire, gas and electrical safety requirements were adhered to.
27. Mr Vedhara exhibits check-in photographs of each of the Applicants' rooms, together with pre-tenancy inventory reports completed prior to each of the Applicants taking up occupation which records the condition of the furnishings (which are listed individually) as "excellent".
28. In his filed evidence, the Respondent further states that:
  - a. Ms Turner breached her tenancy agreement by keeping a dog, without consent, as evidenced by photographs of a dog cage and food bowls and

a message from Ms Turner confirming that “[the dog] gets looked after by me occasionally”; and

- b. Mr Ifrim breached his tenancy agreement by having cannabis in his possession at the Property, as evidenced by a photograph and a message from Mr Ifrim confirming the photograph to show a bag with “cannabis crumbs”, which he admits to smoking in his car.
29. The Respondent has filed a printout of the expense account held by his letting agent for the Property. This details all of the expenses applicable to the Property, including repairs, utilities and various sundry expenses.
30. Of the expenses detailed in that printout, the Respondent states that the broadband, water, council tax, cleaning services, TV licence, gas and electricity were provided for the sole benefit of the tenants of the Property. The cost of these expenses totals £714.57 per calendar month for the Property as a whole.
31. The Respondent’s bundles include a statement from his son, Kapil Vedhara. In that statement, Kapil Vedhara states that his father began to suffer ill-health in 2022, in light of which he began to transfer his property portfolio to his son, including the Property.
32. A programme of refurbishment commenced at the Property in summer 2023, which included converting a communal room into a bedroom, necessitating a variation of the licence that was then in place. There were some technical issues with this, arising from problems with the local authority’s system, but it was eventually successful. He exhibits email threads which confirm this evidence.
33. Mr Kapil Vedhara explains in his written statement that, during his exchange of emails with the local authority, he came to understand that the HMO licence had been extended until October 2024, when in fact it had not. In oral evidence, Mr Kapil Vedhara expanded on this, stating that he had been confused by the information given by the local authority, and that he had made an assumption in his reading of the emails. He accepted that this was a mistake on his behalf.
34. In his oral evidence, Mr Talbot confirmed that his company was not responsible for the Respondent’s licensing matters (which the Respondent also confirmed), but that he, too, had discovered that there was no licence for the Property, albeit by chance, whilst checking other properties in April 2024. He said that he notified Mr Vedhara, and described his (Mr Vedhara’s) reaction as one of shock. Mr Talbot further confirmed that his own experience was that the change of systems at the local authority had “not been plain sailing”.
35. Having discovered that no licence was in place, on 04 April 2024, Mr Kapil Vedhara immediately attempted to submit the appropriate application but was blocked by further technical issues emanating from the local authority’s new system. This was addressed by the local authority upon Mr Vedhara reporting it, and the application was made on 08 May 2024.

36. The previous licence for the Property had expired on 22 April 2023. The new licence for the Property was issued on 06 June 2024, effective from 08 May 2024, for a period of 5 years.
37. In his oral evidence, Mr Vedhara confirmed that no inspection or improvements were required by the local authority prior to the licence being granted.
38. Mr Vijay Vedhara further confirmed in his oral evidence that he owns only this Property and one other (also let on an HMO), and that he has been letting properties for approximately 30 years. He further confirmed that he has never received any civil penalty notices and that he has no previous convictions for any letting offences.
39. In his written evidence, Mr Vijay Vedhara states “I am not a rogue landlord who disregards my legal obligations as a landlord”.

### **The Law**

40. Section 72 of the Housing Act 2004 states (so far as is relevant):

#### Offences in relation to licensing of HMOs

(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.

(2) A person commits an offence if—

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if—

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—

(a) a notification had been duly given in respect of the house under section 62(1), or

(b) an application for a licence had been duly made in respect of the house under section 63, and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or



- (b)for permitting the person to occupy the house, or
- (c)for failing to comply with the condition, as the case may be.

41. The Housing and Planning Act 2016 states:

Section 40 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.

(3)A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	<i>Act</i>	<i>Section</i>	<i>General description of offence</i>
1	Criminal Law Act 1977	s.6(1)	violence for securing entry
2	Protection from Eviction Act 1977	s.1(2), (3) or (3A)	unlawful eviction or harassment of occupiers
3	Housing Act 2004	s.30(1)	failure to comply with improvement notice
4	Housing Act 2004	s.32(1)	failure to comply with prohibition order etc.
5	Housing Act 2004	s.72(1)	control or management of unlicensed HMO
6	Housing Act 2004	s.95(1)	control or management of unlicensed house
7	Housing and Planning Act 2016	s.21	breach of banning order

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition

order mentioned in that 5 section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

#### Section 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(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.

(3) A local housing authority may apply for a rent repayment order only if—

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

#### Section 43 Making of rent repayment order

(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).

(2) A rent repayment order under this section may be made only on an application under section 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance with—

(a) section 44 (where the application is made by a tenant);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

#### Section 44 Amount of order: tenants

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

**If the order is made on the ground  
that the landlord has committed**

**the amount must relate to  
rent paid by the tenant in  
respect of**

an offence mentioned in row 1 or 2 of the table in section 40(3)

the period of 12 months ending with the date of the offence

an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)

a period, not exceeding 12 months, during which the landlord was committing the offence

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(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.

42. In determining the quantum of any rent repayment order, the Tribunal should apply a four stage test: (1) ascertain the whole rent for the relevant period; (2) subtract any element of that sum representing payment for utilities that only benefit the tenant; (3) consider seriousness, and (4) consider deductions or additions as per section 44(4) (*Acheampong v Roman* [2022] UKUT 239 (LC)).

### **Determination**

43. It is not disputed that the Property was without an HMO licence from 22 April 2023 until 07 May 2024, inclusive.
44. The evidence shows that the Property was occupied by, at most, 4 people when Ms Turner moved in on 17 September 2023, as she says that at that time there were only 2, or possibly 3, other people in the Property. There is no evidence to confirm from what date the Property was occupied by 5 people. The only other evidence on the number of occupants is that of Mr Taylor, who says that he was the sixth person to move in, and that he did so on 28 September 2023.
45. Based on this evidence, the Tribunal finds, for the purposes of these applications, that with effect from 28 September 2023, the Property fell within the definition of an HMO which requires a licence, pursuant to article 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018, it being occupied by 5 or more persons in 2 or more households from that date.
46. The licence was granted from 08 May 2024. Accordingly, for the purposes of these applications, the unlicensed period was 28 September 2023 to 07 May 2024, inclusive.

47. That an offence was committed under s.72(1) of the Housing Act 2004 is admitted by the Respondent.
48. The Tribunal is satisfied, beyond a reasonable doubt, that an offence was committed under section 72(1) of the Housing Act 2004 from 28 September 2023 until 07 May 2024 inclusive in relation to housing which, at the time of the offences, was let to the Applicants.
49. The Applicants' applications for rent repayment orders were issued on 27 June 2024 (Ms Turner), 16 July 2024 (Mr Taylor) and 10 August 2024 (Mr Ifrim). They were accordingly made within 12 months of the offence being committed. Section 41(1)(b) of the Housing and Planning Act 2016 is therefore satisfied, and the Applicants' applications are properly brought.
50. Having found beyond a reasonable doubt that an offence listed in section 40(3) has been committed, the requirements of section 43(1) of the 2016 Act are met and the Tribunal may make a rent repayment order.
51. In this case, the Tribunal considers that it is appropriate to make a rent repayment order on the ground that the Respondent committed a licensing offence. In reaching this decision, the Tribunal is mindful of the statutory objectives of punishing defaulters and deterring future offences.
52. The Tribunal has considered whether or not the Respondent had a reasonable excuse for allowing the Property to be, and to remain, unlicensed at the material times.
53. Whilst the Tribunal accepts that there were issues with the local authority's electronic system, it finds that the reason that there was no licence in place was in fact Mr Kapil Vedhara's mistaken belief that the licence had been extended until October 2024, which arose as a result of his confusion and misreading of the email exchanges he had with the local authority whilst arranging the variation of the licence to cover 7 bedrooms rather than 6, as he accepted in his oral evidence before the Tribunal.
54. Accordingly, the Tribunal finds that there was no reasonable excuse in the circumstances of this case.
55. 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. It thus permits a rent repayment order to be made for the period of 28 September 2023 to 07 May 2024, inclusive (222 days), which would be a maximum of £5072.55 for Mr Taylor and £5291.51 for each of Ms Turner and Mr Ifrim.
56. There is, however, a deduction to be made in respect of payments for utilities which benefitted only the tenants, as utilities were included as part of the rent paid by each of the Applicants. On this point, the evidence shows, and the Tribunal finds, that:

- a. the tenancy agreements for both Mr Taylor and Ms Turner expressly state that the rent includes utilities;
  - b. Mr Ifrim's tenancy agreement contains an error in stating that his rent is exclusive of utilities and he was not charged separately for utilities: this was confirmed by Mr Talbot in his oral evidence, and the Tribunal accepts that evidence.
57. Cleaning services are included by the Respondent as one of the utilities that he says should be deducted from the maximum amount payable, as being a service that he obtained no benefit from. The Tribunal does not agree: cleaning services are not utilities, properly so-called, and it is in a landlord's interests for a property to be maintained in a state of cleanliness.
58. The Tribunal does accept that deductions are to be made for broadband, water, council tax, TV licence, gas and electricity costs. Those total £624.57 per month for the Property as a whole, thus £89.22 per person per month. For the period of 28 September 2023 to 07 May 2024 inclusive, this equates to a deduction of £650.46 per Applicant, resulting in adjusted figures of £4,422.09 for Mr Taylor and £4,641.05 for each of Ms Turner and Mr Ifrim.
59. In considering the seriousness of the offence, whilst the Tribunal accepts that a failure to licence an HMO is a serious offence, equally it finds that it is not the most serious offence for which a rent repayment order may be made, when considering the list of offences detailed in s.40(3) of the 2016 Act.
60. Furthermore, the Tribunal finds that the evidence shows (in the exchange of emails between the Respondent and the local authority) that the Respondent was aware of his obligations and that he fully intended to apply for the relevant licence, and that he would have done so, but for his mistaken belief, which the Tribunal finds was genuine and honest, that the licence was already in place.
61. The Tribunal also accepts the Respondent's evidence that the Property had been recently refurbished and that it was let in good condition, as evidenced by the pre-tenancy photographic evidence and the pre-tenancy inventory reports.
62. In addition, the Tribunal finds the evidence to show that the Respondent had engaged the services of a professional and responsive managing agent, and accepts the evidence of Mr Talbot that the Property was compliant with all relevant fire, gas and electrical safety requirements and that all appliances supplied were new at the commencement of the Applicants' tenancies. There is no evidence that the Applicants were exposed to any undue risks during the period the property was unlicensed.
63. The Tribunal finds, too, that the Property had previously been licensed and notes that, when the licence was granted on 08 May 2024, it was for the full 5-year period. The Tribunal accepts that the licence was granted without the local authority requiring an inspection or any improvements to be made to the Property. The Tribunal also entirely accepts the Respondent's

evidence that he has no history of previous letting offences or penalty notices.

64. Furthermore, and importantly, the Tribunal notes the Respondent's immediate admission of the offence in his responses to the applications, which were filed in July 2025.
65. Having regard to all of these matters, the Tribunal determines a level of 45% of the maximum amount payable to be appropriate.
66. Regarding the matters set out in s.44(4) of the 2016 Act, the Tribunal does not accept the Applicants' contentions that the Property was unsafe or in poor condition and reiterates its findings in these regards, as set out above.
67. The Tribunal takes note of the breaches of tenancy by Ms Turner (keeping a dog on occasion) and Mr Ifrim (having cannabis in his room), however, also notes that the Respondent took no enforcement action in respect of these breaches.
68. The Respondent has adduced no evidence to suggest that he would experience undue financial hardship as a result of a rent repayment order.
69. As noted in paragraph 38 above, the Respondent confirmed in oral evidence that he has never received any civil penalty notices and that he has no previous convictions for any letting offences.
70. Taking all of these factors into account, the Tribunal makes no adjustment to the level of 45% determined.

### **Decision**

71. The Tribunal makes the following rent repayment orders:
  - a. to Mr Taylor, the sum of £1,989.94;
  - b. to Ms Turner, the sum of £2,088.47;
  - c. to Mr Ifrim, the sum of £2,088.47.
72. Each of the aforesaid rent repayment orders is payable in full within 28 days of the date upon which this Decision is issued to the parties.

### **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).