



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

Case Reference : **MAN/00BN/HMF/2024/0037
MAN/00BN/HMF/2024/0039
MAN/00BN/HMF/2024/0040
MAN/00BN/HMF/2024/0043**

Property : **1 Palatine Avenue, Withington,
Manchester M20 3DP**

Applicants : **Sophie Wareham
Mark Grundy
Claudio Lascheri
Tom Gwilliam**

Respondent : **Christopher Holder**

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

Tribunal Members : **Tribunal Judge C Wood
Tribunal Member A Davis**

Date of Decision : **1 December 2025**

DECISION

Decision

- 1. The Tribunal orders the Respondent to pay the following amounts to each of the Applicants by way of a rent repayment order:**

1.1 Sophie Wareham: £6708.58

1.2 Mark Grundy: £3323.16

1.3 Claudio Lascheri: £2545.92

1.4 Tom Gwilliam: £1161.78

Payment shall be made by the Respondent to each of the Applicants within 28 days of the date of this Order.

- 2. Pursuant to Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, (“the Rules”), the Tribunal orders the Respondent to pay to each of the Applicants the following amounts in reimbursement of the application and/or hearing fees:**

2.1 Sophie Wareham: £337 (application fee of £110 and hearing fee of £227);

2.2 Mark Grundy: £110 (application fee);

2.3 Claudio Lascheri: £110 (application fee);

2.4 Tom Gwilliam: £110 (application fee).

Background

- 3. By an application dated 23 August 2024, (“the Application”), each of the Applicants applied to the Tribunal for a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016.**
- 4. Pursuant to the Directions dated 16 June 2025, the Applicants made written submissions in advance of the video hearing scheduled for 11 September 2025 at 10:00.**
- 5. At the hearing, the Tribunal determined as a preliminary matter that HomeshareUK Property Management Limited, (“Homeshare”), is barred**

from further participation in the proceedings by reason of its failure of compliance with the Directions.

6. At the hearing, the Ms Wareham, on behalf of the Applicants, submitted that it was their intention that the Respondent as named in the Application should be Christopher Holder rather than Homeshare. It appears that through an administrative action by the Tribunal the named Respondent in the Directions was Homeshare.
7. The Tribunal determined that it was expedient that Ms Wareham should give her oral evidence on behalf of the Applicants but that, following the conclusion of the hearing, the Directions should be re-issued to Christopher Holder. They were sent to Mr. Holder on 12 September 2025.
8. Mr Holder failed to comply with the re-issued Directions.
9. The Tribunal reconvened on 1 December 2025 to make its determination of the Application. As a preliminary issue, the tribunal determined to bar Christopher Holder from further participation in the proceedings.

The Law

10. The provisions of the Housing and Planning Act 2016, (“the 2016 Act”), so far as relevant, are as follows –

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 ...

(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.

The relevant offence in this matter is:

	Act	Section	General description of offence
6	Housing Act 2004	Section 72(1)	Control or management of unlicensed HMO

Section 41 provides –

(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. ...

Section 43 provides -

(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); ...

Section 44 provides-

(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 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.

11. Section 72(1) of the Housing Act 2004, (“the 2004 Act”), provides as follows:

(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...but is not so licensed.

(2) ...

(3) ...

(4) ...

(5) In proceedings against a person for an offence under subsection (1)...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)...

Evidence

The Applicants' Case

12. In the Application, each of the Applicants sought a rent repayment order in respect of the Property by reason of the commission of an offence by the Respondent under s72(1) of the 2004 Act.

13. The Applicants' statement of case includes the following documents:

13.1 licence to occupy agreements for each of the Applicants, (together "the Licence Agreements"), as follows:

(1) Sophie Wareham: period of licence: 29 September 2023 – 23 September 2024; licence fee: £699 per month

(2) Mark Grundy: period of licence: 29 January 2024 – 23 January 2025; licence fee: £799 per month

(3) Claudio Lascheri: period of licence: 28 December 2023 – 22 December 2024; licence fee: £699 per month

(4) Tom Gwilliam: 1 October 2023 – 29 March 2024; licence fee: £758.90 per month.

13.2 Each of the Licence Agreements provides as follows:

(1) the last month's licence fee is payable in advance at the start of the Licence;

- (2) the licence fee includes the following taxes/utilities: council tax, gas, electricity and water with a winter fuel supplement of £2 per day between October -March;
- (3) the services listed in the terms Basic Serviced Agreement and Basic Media Package are included in the Licence but at an additional cost.

13.3 Information regarding payments made in respect of each Licence Agreement has been provided by the Applicants between the following dates and for the following total amounts:

- (1) Sophie Wareham: 27 September – 1 July 2024: £7688
- (2) Mark Grundy: 3 January – 3 August 2024: £5792
- (3) Claudio Lascheri: 2 January – 1 July 2024: £4892
- (4) Tom Gwilliam: 4 September – 30 October 2023: £2475.70

13.4 Information in the form of screenshots of text messages, videos and photographs of alleged matters of disrepair/neglect at the Property reported to the Respondent/his agent.

13.5 Copies of email correspondence with Manchester City Council, (“the Council”), enquiring about the existence of an HMO licence for the Property together with the following witness statements:

- (1) a witness statement dated 4 July 2025 from Rabeka Khan, Housing and Compliance Office with the Council, stating that:
 - (a) the Council refused an application for a mandatory HMO licence for the Property on 9 July 2024; and,
 - (b) no further applications have been submitted since that date and the Property remains unlicensed;
- (2) a witness statement dated 8 July 2025 from Eva Gillies, Neighbourhood Compliance Officer with the Council, stating that:
 - (a) on several visits to the Property between 2022 and 2024, occupation of the Property by 5 unrelated individuals was witnessed requiring a mandatory HMO licence;

- (b) no mandatory HMO licence has been obtained and/or applied for the Property since the expiry of a previous licence on 16 December 2021; and,
- (c) the Respondent was convicted in December 2023 for the failure to apply for an HMO licence for 2 other properties in Manchester.

13.6 The Applicants stated that none of them has been in receipt of Universal Credit at any time during the period in question (or at all).

- 14. In the event of a rent repayment order being made, the Applicant seeks an order by the Tribunal under Rule 13(2) requiring the Respondent to reimburse each of the Applicants with the application and/or hearing fees, as the case may be (£110 and £227 respectively).

The Respondent's Case

- 15. The Respondent made no submissions in compliance with the Directions and, as a consequence, was barred from further participation in the proceedings.
- 16. In an email dated 1 July 2025, the Respondent's wife sought a postponement of the hearing scheduled to take place on 11 September 2025 by reason of the Respondent's ill health. A response to the Respondent explaining the procedure to be followed in order to request an adjournment was sent.
- 17. An email dated 3 July 2025 from the Respondent's wife to Mark Grundy stated as follows:
 - 17.1 the Respondent is seriously ill but a lawyer has been appointed to deal with the matter. A request for an adjournment has been made;
 - 17.2 a counterclaim will be made against each of the Applicants;
 - 17.3 errors by the Council and a lack of communication has led to the Respondent being treated in the same way as "rogue operators";

- 17.4 the bank is taking repossession action affecting all of the Respondent's houses; the Property is for sale;
- 17.5 Homeshare is in a poor financial state as can be seen from searching at Companies House;
- 17.6 the Respondent and his wife will be living on their state pensions for a long time as there is a "financial deficit".

Reasons

Determination whether to make a rent repayment order

18. In determining whether to make a rent repayment order, the Tribunal must be satisfied, beyond reasonable doubt, that the landlord has committed a relevant offence.

Section 72(1) of the 2004 Act

19. The Tribunal finds that:
- 19.1 the Respondent is properly to be regarded in respect of the Property as a person "managing a house" within the definition of s263(3)(a)(i) of the 2004 Act at the relevant time. In particular, the Applicants have provided evidence that the Respondent was the registered owner of the Property, and that he and/or Homeshare as his agent was in receipt of the licence fees paid by the Applicants;
- 19.2 having regard to the evidence of the Council's officers, Rabeka Khan and Eva Gillies:
- (1) a mandatory HMO licence was required for the Property; and,
 - (2) no licence was in force for the Property during the relevant period.
20. The Tribunal is therefore satisfied beyond reasonable doubt that the Respondent has committed an offence under s72(1) of the 2004 Act.

Has the Respondent established a reasonable excuse defence under section 72(5) of the 2004 Act?

21. The Tribunal finds that no evidence was provided by the Respondent and/or Homeshare which gives rise to a reasonable excuse defence to the offence.

Decision to make a rent repayment order

22. The Tribunal finds that:
- (1) the offence was committed in the period of 12 months ending with the day on which the Application was made on 23 August 2024; and,
 - (2) the periods set out in paragraph 13.3 above do not exceed 12 months in each case and relate to periods during which the Respondent was committing the offence.
23. The Tribunal determines that it is appropriate to make rent repayment orders in respect of each of the Applicants.

Amount of the rent repayment orders

29. Guidance on how the Tribunal should approach quantification of the amount of a rent repayment order has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and also in *Acheampong v Roman* [2022] UKUT 239.
30. In *Williams v Parmar*, the Chamber President said that when quantifying the amount of a rent repayment order:
- “A tribunal should address specifically what proportion of the maximum amount of the 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.”

31. In *Acheampong v Roamn*, Judge Cook said as follows:

“ Williams v Paramar did not say in so many words that the maximum amount will be ordered only when the offence is the most serious of its kind that could be imagined; but it is an obvious inference both from the President’s general observations and from the outcome of the appeal that an order in the maximum possible amount would be made only in the most serious of cases or where some other compelling and unusual factor justified it. It is beyond question that the seriousness of the offence is a relevant factor – as one would expect from the express statutory provision that the conduct of the landlord is to be taken into consideration. If the tribunal takes as a starting point the proposition that the order will be for the maximum amount unless the section 44(4) factors indicate that a deduction can be made, the FTT will be unable to adjust for the seriousness of the offence (because the commission of an offence is bad conduct and cannot justify a deduction). It will in effect have fettered its discretion. Instead the FTT must look at the conduct of the parties, good and bad, very bad and less bad, and arrive at an order for repayment of an appropriate proportion of the rent.”

32. She then said that the following approach will 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).”
33. Those two decisions are binding on the Tribunal and are borne in mind when calculating the amount of the rent repayment order to be made in this case.

Maximum amount of rent repayment order

34. The Tribunal determines that the maximum amount of the rent repayment order in respect of each of the Applicants is to be reduced from the amounts claimed in accordance with the Tribunal’s findings as follows:
- (1) An amount needs to be deducted from the licence fees paid in respect of council tax, gas, electricity and water charges. No evidence was provided by the Applicants and/or the Respondent about these charges. In such circumstances, it is incumbent on the Tribunal to make an informed estimate of the charges. The Tribunal determines that, in respect of each of the Applicants, a deduction of £75 per month should be made for these charges.
 - (2) In respect of Mark Grundy and Tom Gwilliam, the payments of £200 relate to a deposit. In the absence of any evidence that these payments have been set off against the licence fees due, the Tribunal determines that they should be disregarded from calculation of the maximum amounts paid.

- (3) In respect of Mark Grundy, Claudio Lascheri and Tom Gwilliam, the first payments made included an advance payment for a licence fee payable in respect of a period outside of the period to which the Application relates. In each case, the Tribunal determines that the amount of the advance payment shall be disregarded from the calculation of the maximum amounts paid.

Seriousness of the offence

35. Any failure of compliance with the law should be taken seriously. Whilst the failure to obtain a licence may not be considered as serious an offence as, for example, the offences in rows 1 and 2 of the table in section 41, the failure in this case relates to the requirement for a mandatory HMO licence where the Property is a 6-bedroomed HMO occupied during the relevant period by, at least, 4 unrelated households, and possibly 5 or 6.
36. As such the Tribunal considers that it is appropriate to consider that the seriousness of the offence warrants the making of a rent repayment order of 85% of the rent paid for the relevant period, subject to adjustment having regard to the remaining s44(4) factors, which are:
- (1) the conduct of the landlord and the tenant;
 - (2) the financial circumstances of the landlord; and,
 - (3) whether the landlord has ever been convicted of another relevant offence.

Conduct of the Landlord

37. The Tribunal accepts the Applicants' evidence of failures on the Respondent's part to respond adequately, or, in some cases, at all to complaints regarding the condition of the Property. The Tribunal determines that this is conduct to be taken into account in its determination of each rent repayment order.

Conduct of the Applicants

38. The Tribunal notes that each of Mark Grundy, Claudio Lascheri and Tom Gwilliam failed to make payments of the licence fee on the due dates in accordance with their Licence Agreement. In particular, Mr Gwilliam failed to make payment of 4 of the 6 payments due in the relevant period whilst Messrs Grundy and Lascheri failed to make payment of 1 instalment each. As the licence fee includes an amount for council tax and utilities, this means that none of these Applicants made any payment towards these services either during the periods of non-payment. In accordance with the Upper Tribunal decision in *Marek and Kahari Kowalek v Hassanein* [2021] UKUT 143, the Tribunal notes that a tenant's failure to pay rent should be regarded as a serious of their obligations under their tenancy agreement. The Tribunal therefore determines that this is conduct to be taken into account in its determination of each rent repayment order for these Applicants.

Financial circumstances of the Respondent/landlord

39. Whilst the Applicants have brought to the Tribunal's attention information from the Respondent's wife regarding the Respondent's financial circumstances, the Respondent has not availed himself of the opportunity to provide evidence supporting his wife's claims. The Tribunal finds that there is no independent evidence before it of the Respondent's financial circumstances which should be taken into account in its determination of the rent repayment orders.

Conviction of relevant offence

40. The Tribunal accepts the evidence of Eva Gillies that the Respondent was convicted in December 2023 of offences under s72(1) of the 2004 Act in respect of 2 other HMOs.

Determination of the amount of the rent repayment orders

41. The Tribunal determines that the amount of the rent repayment order in respect of each of the Applicants is as follows:

41.1 <u>Sophie Wareham</u>	£
Total licence fees claimed:	7688.00
Less:	
CT/gas/electricity/water per month: £75.00 x 11 =	<u>825.00</u>
	6863.00
Less adjustment for:	
seriousness of offence: 85% of £6863 =	5833.55
<u>Maximum amount of rent repayment order:</u>	<u>£5833.55</u>
Plus adjustments for:	
Landlord's conduct: 5% of £5833.55 :	291.68
Landlord's conviction: 10% of £5833.55 :	<u>583.35</u>
Amount of rent repayment order ordered:	<u>£6708.58</u>

41.2 <u>Mark Grundy</u>	£
Total licence fees claimed:	4794.00
Less:	
CT/gas/electricity/water per month; £75.00 x 6 =	<u>450.00</u>
	4344.00
Less adjustment for:	
seriousness of offence: 85% of £4344 =	3692.40
<u>Maximum amount of rent repayment order:</u>	<u>£3692.40</u>
Plus adjustments for:	
Landlord's conduct: 5% of £3692.40 :	184.62
Landlord's conviction: 10% of £3692.40 :	<u>369.24</u>
	<u>553.86</u>
	£3138.54
Less adjustment for:	
Tenant's conduct: 5% of £3692.40 :	<u>184.62</u>
Amount of rent repayment order ordered:	<u>£ 3323.16</u>

41.3 <u>Claudio Lascheri</u>	£
Total licence fees claimed:	4194.00
Less:	
CT/gas/electricity/water per month; £75.00 x 6 =	<u>450.00</u>
	3744.00
Less adjustment for:	
seriousness of offence: 85% of £3744 =	3182.40
<u>Maximum amount of rent repayment order:</u>	<u>£3182.40</u>
Plus adjustments for:	
Landlord's conduct: 5% of £3182.40 : 159.12	
Landlord's conviction: 10% of £3182.40 : <u>318.24</u>	
	<u>477.36</u>
	£2705.04
Less adjustment for:	
Tenant's conduct: 5% of £3182.40 :	<u>159.12</u>
Amount of rent repayment order ordered:	<u>£2545.92</u>
41.4 <u>Tom Gwilliam</u>	
Total licence fees claimed:	1516.80
Less:	
CT/gas/electricity/water per month; £75.00 x 2 =	<u>150.00</u>
	1366.80
Less adjustment for:	
seriousness of offence: 85% of £1366.80 =	1161.78
<u>Maximum amount of rent repayment order:</u>	<u>£1161.78</u>
Plus adjustments for:	
Landlord's conduct: 5% of £1161.78 : 58.09	
Landlord's conviction: 10% of £1161.78 : <u>116.18</u>	
	<u>174.27</u>
	£1336.05
Less adjustment for:	
Tenant's conduct: 15% of £1161.78:	<u>174.27</u>
Amount of rent repayment order ordered:	<u>£ 1161.78</u>

42. Further, pursuant to Rule 13(2) of the Rules, the Tribunal orders the Respondent to pay to each of the Applicants responsible for payment the sums of £110 and £227 in reimbursement of the application and hearing fees respectively.