



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

Case reference : **LON/00AY/HMF/2025/0801**

Property : **96 Camberwell New Road, London, SE5
ORS**

Applicant : **(1) Safia Mahmood
(2) Anna Elizabeth Hughes
(3) Hannah Elisabeth O'Rourke
(4) Millie Jade Filtness**

Representative : **Mr. Shahid Mahmood (father of the
First Applicant)**

Respondent : **Rebecca Elizabeth Fong**

Representative : **Ms. Rayan Imam (Counsel)**

Type of application : **Application for a Rent Repayment
Order, pursuant to sections 40, 41, 43 &
44 Housing and Planning Act 2016**

**Tribunal
member(s)** : **Judge S. McKeown
Carolyn Barton MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **19 January 2026**

DECISION

Decision of the Tribunal

- (1) The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under Section 72(1) of the Housing Act 2004.**

- (2) **The Tribunal has determined that it is appropriate to make a rent repayment order.**
- (3) **The Tribunal makes a rent repayment order in favour of the Applicants against the Respondent, in the sum of £30,600, to be paid within 28 days of the date of this decision and apportioned as follows:**
 - (a) **Safia Mahmood - £7,395;**
 - (b) **Anna Elizabeth Hughes - £7,395;**
 - (c) **Hannah Elisabeth O'Rourke - £7,905;**
 - (d) **Millie Jade Filtness - £7,905.**
- (1) **The Tribunal determines that the Respondent shall pay the Applicants an additional £341 as reimbursement of Tribunal fees to be paid within 28 days of the date of this decision.**

Introduction

1. This is a decision on an application for a rent repayment order under section 41 of the Housing and Planning Act 2016 ("the 2016 Act").

Application and Background

2. By an application dated 20 May 2025 (A3) the Applicants apply for a rent repayment order. The application is brought on the ground that the Respondent committed an offence of having control or management of an unlicensed House in Multiple Occupation ("HMO") for failing to have an additional HMO licence ("licence") for **96 Camberwell New Road, London, SE5 0RS** ("the Property"), an offence under section 72(1) of the Housing Act 2004 ("the 2004 Act").
3. The Property is a four-bedroom townhouse, over three floors with a ground floor comprising a communal kitchen, sitting room, and stairwell to the first and second floors. The first and second floors each consist of two bedrooms and one shared bathroom. The First Applicant had Room 1, the Second Applicant had Room 2, the Third Applicant had Room 4 and the Fourth Applicant had Room 3 (A101).
4. It is said that the Property was let as a House in Multiple Occupation (HMO) in the London Borough of Lambeth, which has had an additional licensing scheme since 9 December 2021, which requires all privately rented HMOs with three or more occupants to be licensed. The Property was only licensed from 8 October 2024 and so the Respondent was in breach of licensing requirements for almost three years, which was an

offence listed in s.40(3) Housing and Planning Act 2016 and s.72(1) Housing Act 2004.

5. The application stated that the Applicants were seeking a RRO for 12 months for the rent from 20 August 2023-19 August 2024, totalling £36,000 (12 x £3,000). The Statement of Case (A55) states that the period sought is 31 July 2023-30 July 2024 as LB of Lambeth had confirmed that a licence had been applied for on 30 July 2024. It also includes a witness statement from the First Applicant (A77), the Second Applicant (A82), the Third Applicant (A87), the Fourth Applicant (A92) and Ms. Shahid Mahmood (A97).
6. On the 15 August 2025 (A44) the Tribunal issued directions for the determination of the application, providing for the parties to provide details of their cases and the preparation of a hearing bundle.

Documentation

7. The Applicant has provided a bundle of documents referred to comprising a total of 412 pages (references to which will be prefixed by "A__"). This includes authorisation from the First-Fourth Applicants for Mr. Shahid Mahmood (the First Applicant's father) to act on their behalf (A13-16). It also includes a Statement of Case (A54).
8. The Respondent has provided a bundle of documents referred to comprising a total of 198 pages (references to which will be prefixed by "R__").
9. There is also a response from the Applicant comprising a total of 46 pages (references to which will be prefixed by "AR__").
10. The Applicants have provided a Skeleton Argument, to which the Tribunal has had regard. The Respondent provided a Skeleton Argument on the day before the hearing. This is dealt with below.
11. The Tribunal has had regard primarily to the documents to which it was referred during the hearing.

Respondent's position

12. The Respondent's Statement of Reasons (R19) states, in summary, as follows:

- (a) She accepts that she managed an unlicensed HMO under s.72 Housing Act 2004 due to her failure to realise that LB of Lambeth had introduced an Additional Licensing Scheme on 9 December 2021. Once she became aware of this, she took steps to apply for a licence on 30 July 2024, which was granted on 8 October 2024;
- (b) A RRO for the full rent should not be granted:
 - (i) she applied for a licence within 17 days of realising she needed one;
 - (ii) she engaged with the Applicants openly and proactively otherwise they may not be aware of the breach;
 - (iii) conditions imposed by LB of Lambeth were complied with;
 - (iv) the full deposit was returned;
 - (v) she was responsive to repairs;
 - (vi) the Property was in a good condition;
 - (vii) she gave rent relief during Covid;
 - (viii) she has not been convicted of any offence;
 - (ix) she has not received any financial penalty;
 - (x) no cases were escalated to an external body;
 - (xi) she has not used or threatened violence;
 - (xii) she acknowledges shortcomings regarding smoke alarm coverage but this was not brought to her attention until July 2024;
- (c) The Applicants paid rent consistently and looked after the Property;
- (d) She is not relying on her personal circumstances in mitigation.

13. There is also a Statement of Circumstances from the Respondent (R22) as well as a witness statement (R25).

The Hearing

14. Mr. Shahid Mahmood represented the Applicants. Ms. Imam (Counsel) represented the Respondent). The Applicants and the Respondent also attended in person.
15. The Tribunal started with the issue of the Respondent's Skeleton Argument. The Applicants objected to the Tribunal having regard to this and said that, in essence, he would not be able to cross-examine the Respondent without further time to consider it. The Tribunal observed that the Skeleton Argument did not appear to raise any new point but decided that it would not have regard to it. It did observe that Ms. Imam

would have the opportunity to make oral closing submissions but did tell Mr. Mahmood that if those submissions raised anything that he could not deal with, he should mention that to the Tribunal and the Tribunal would then consider how to proceed.

16. The Third Applicant gave evidence. Her witness statement is at A87. She said that there was a conversation in June 2024 about renewing the tenancy and they were told rent would be raised, which they contested. The Respondent said the Property could have been rented out in the current market for £4,000-£4,200 so the Applicants accepted a rent increase in June. A month later, they were contacted saying that the Respondent and her mother needed to visit the Property to carry out some checks. The next day, they had an email saying the Property did not have an HMO licence and that the Respondent did not know about the additional licensing scheme. The Respondent said that there might need to be structural changes to the house, meaning it would go down to 3 bedrooms, and she would be happy if the Applicants vacate. After that, they had a Zoom call with the Respondent and the Applicants wanted to clarify what was happening as they had “Googled” HMO licences and noted what it said about fire precautions. They were worried about the potential for fire as the Property only had one smoke alarm on ground floor. When Ms. Mahmood moved in, her father fitted another one on the top floor landing. Once the Applicants looked at HMO licensing, they asked for another on the middle floor. One of other Applicants was facing a risk of redundancy and they stressed that someone might need to leave. They had contacted the CAB but they said that it would be hard to bring someone else in given the licensing problem. They wanted to stay in the Property. In the Zoom call, they talked about this and they agreed on a “rolling contract” and agreed that the Respondent would keep them updated, which she agreed to do. They did not threaten to withhold rent. After that, they sent an email to the Respondent giving notice. There would only be one month when there were only three people paying rent. They tried to be helpful. Five months passed and it was causing the Applicants stress. It got to mid-December and they needed to decide what they were doing. They had accepted that there was no licence so they gave notice in December 2024 for that reason. The Respondent emailed to acknowledge that. Ms. Mahmood was to move out at the start of February 2025, but they got an email saying that the licence had been approved for 4 people. When they looked at the licence, it had been issued on 8 October 2024. They were upset as they could have stayed at the Property. They had had 5 months of stress and worry, and they could not understand why the Respondent had not told them. The Respondent could also have provided a fire blanket and an extinguisher. The only things done were an alarm being put on the middle floor and the one on the ground floor was replaced, but both were battery operated. She felt the delay in telling them about the licence was a significant point and the fire issues were not addressed whilst they lived at the Property.
17. The Third Applicant moved out in March 2025.

18. Ms. Imam then asked questions.
19. The Third Applicant confirmed that she had lived at the Property for almost 10 years. She said that it was her home, but it was not perfect, there were things that could have been improved and there were issues with the windows opening. Her relationship with the Respondent was polite and pleasant but there was a power dynamic as there was no middleman and the Applicants wanted to keep the Respondent on side. She agreed that this was in some way natural given the relationship of landlord and tenant, but she said that having an agent would change how they would ask for things. She said that they had to prioritise things that were broken and that they were limited in what they asked for. The Respondent was pleasant and professional. Nothing had been painted in 10 years and the Respondent only replaced things that were broken or out of order. It was put to her that the impression she could not ask for things was not suggested by the Respondent. The Third Applicant said that it was, in an email, when Ms. Mahmood asked if the Property could be repainted given it had been 10 years, and she was dismissed and told that if the painting was done, the rent would be increased. Another time they reported that the water pressure in the hot tap was strong and it was hard to do the washing up and they were told how to learn how to use a tap. She read that as dismissive. She agreed that the Respondent had not directly said that they were not entitled to ask, but the tone of the email said a lot, particularly in a hard rental market and they were worried about being thrown out. She agreed that the Respondent could not control what she felt. It was put to her that they were not, as a matter of law, entitled to improvements, she said that she agreed but that she assumed the law was written down and that they were entitled to have reasonable wear and tear addressed.
20. The Third Applicant confirmed that the kitchen door and window were replaced in August 2021 and this had been requested in April 2021. This was after a police raid on a neighbouring property. The policeman had told the Third Applicant that the window was insecure. She agreed there was no evidence from the police or a surveyor but she said that there were two panes of glass, single glazed, which would be easy to kick in. She was taken to A155 (the email of 29 March) and it was put to her that there was no explanation as to what made the door insecure. She said that the Respondent knew what they looked like. The Respondent did agree to replace it and she said that a feeling of security was very important. She agreed that legally the Respondent did not need to do this. It was put to her that the Applicants contributed to some delay April-August and she said that it took some time to measure the windows. It was put to her that they were unresponsive to contractors. She said that that was probably a previous housemate and agreed that there was a delay. She said this was not in her witness statement as she had tried to keep it short and to relevant matters. It was put to her that she was being disingenuous, she said that she was trying not to insinuate motives to the Respondent. She accepted that she could not say what was in the Respondent's head but she had laid out the facts of the delay. The

Respondent said that she could get rent of £4,000 per month and after they left it was marketed at this. She did not know how to write a witness statement and had tried her best.

21. She was taken to A138 (the penultimate bullet point) and it was put to her that if the Respondent had wished to raise the rent to £4,200, she could have done that in June 2024. The Third Applicant agreed but said that it would have been difficult, but they could make a case about the state of the Property. She agreed that there was nothing stopping the Respondent from asking for £4,000 per month rent. It was put to her that the Third Applicant was being a hypocrite as she was ascribing motive to the Respondent without evidence. She said that she was only saying what her experience of the situation was.
22. The Third Applicant agreed that the front door was repaired after a break in in 2016, but she said that their big concern was about the door lock and the fact that they needed a key to get out. When the door was repaired, the lock was not changed. The door had two locks. She agreed that they could not use one of the locks but the other was not secure. She said there was a trade-off between security and fire safety. She slept with a key by her bed side table. At no time were they told not to use that lock. They used what they were given. It was put to her that she could have chosen not to use the lock. She said that it was not their responsibility to know what locks to use or not. She was asked if she had any evidence the lock was in breach of regulations. She said she had not, but her father had pointed it out to her and they needed to be able to unlock the door if there was a fire in the night. She agreed that she may have the language about the regulations wrong.
23. She said that in 2020, the window glazing in her bedroom slipped and the Respondent did correct it, but the whole window was not replaced. The whole frame was rotting, and this meant that she could not open windows properly. She had to prop it open with wood which was an additional fire safety problem. She was concerned as although only one pane had slipped, it may fall out and hit someone; there were twelve, and they were rotting and may have slipped. She expected, given the state of the whole window, it would have been replaced. She did not want to ask the Respondent for too much. The Respondent just replaced one pane with putty. A number of housemates had complained that they could not open their window. The window was replaced in 2024.
24. She was taken to her witness statement in which she mentioned significant rotting and it was put to her that this phrase was not used in the email at A103. She said that she was trying to be quite gentle in the email and if the wood was getting to the point where glass panes slipping, there was significant rot. She relied on the photographs in the bundle. She agreed that she was not an expert but said that the panes were slipping because of the rot. She was asked why she was being “gentle” given the health and safety risk. She said that she was managing the

relationship with the Respondent, to ensure they were on good terms. She denied that her account had been invented. It was put to her that there was no follow up saying the windows were dangerous. She said she did not want to pester the Respondent.

25. The Third Applicant agreed that the boiler and appliances were replaced when they did not work. She agreed that the leak in the bathroom was resolved, but it took a long time. Water was dripping from her bathroom to the bedroom below, down the light cable. It was from the top floor bathroom into the bedroom on the middle floor. She raised this with the Respondent, who said it was their fault and that they were leaving water on floor. The Third Applicant was not certain how that contributed to it. Someone did come out and it did stop but a crack in the ceiling was left in the middle bedroom under the bathroom. Getting that sorted took a long time and she thought her house mate did it. The leak was in 2017 (the cracks were later). She was taken to A129 (email of 15 March 2017) and the reference to attendance on previous occasions. She agreed that this seemed to imply that there had been more than one attendance. She was also taken to A128 (email of 7 August). The Third Applicant said that Nicola had moved into that room and there was some “back and forth”. She accepted this was not in her witness statement but her primary concern was the fire safety.
26. She was asked if she had come across HMO requirements when she did some research about property licences. She said it was quite confusing, as there are different types of licences. They did contact the CAB, and their main worry was what to do as one of them was being made redundant and if they needed to “replace” her as a tenant, they would want to know what was happening. It was insinuated in the Zoom call that they might have to go down to 3 rooms and there were also the fire safety issues. Given the Respondent owned multiple properties they assumed she was on top of it. She said that she didn’t think that she knew about RROs at the time, she was more concerned about licensing and what it what meant in terms of reduction of rooms and fire safety. It was put to her that her knowledge motivated the threat to withhold rent. She said that they did not threaten to withhold rent, they used the Zoom call to clarify their contract and to get a resolution before they got more information. She clarified that the suggestion from the Respondent that there may be structural changes was in the Zoom call. It was put to her that she did not “chase” the Respondent. The Third Applicant said that she did not want to put the Respondent under additional pressure and they thought that the council may not have got around to it. She denied that she was being disingenuous and that she was exaggerating matters to obtain a windfall. She said that she was just laying out the facts.
27. In re-examination, she said that the lock on the front door was not compliant with licence conditions, that both fire safety and security were a concern. She said that replacing the lock on the front door would deal with both issues. She said that she was not an expert in law, but she had answered the questions as best she could.

28. The Fourth Applicant gave evidence. Her witness statement is at A92.
29. She (and the Third Applicant) confirmed that she was not on Housing Benefit or Universal Credit at the material time. Utilities were not included in the rent. They were given the EPC and gas safety certificate. They got the prescribed information for the deposit.
30. Ms. Imam asked the Fourth Applicant questions.
31. She moved in in 2022. She was asked about the window in her bedroom. She said that she spoke to her housemates about the window, there were already conversations with the Respondent about windows and she had faith they were being dealt with. She did not use that window. She agreed that there was no evidence from her step-father. She agreed she did not have a video of the window. She said that there were emails complaining about the windows from other tenants, but not from her, and they mentioned that her window was rotten – Ms. Mahmood’s attached emails about the state of the windows and the photographs show that they were in a state of disrepair. It was put to her that the issue had not been raised as it was not true. She said that she disagreed and referred to the photographs.
32. She was asked about the blinds in the bathroom and it was put to her that she gave no context. She said she would give it now: the bathroom faced on to the street, was on the first floor and there was no blind (and nothing else to obscure the window). The shower faced the window so they could not use it for 16 days. She said the context was clear. She was taken to R142 and it was put to her that there was no malice on the part of Respondent, she did not know the blinds would not go back on. The Fourth Applicant agreed that there was no malice but there was ill-preparation. She agreed that the Respondent did order blinds and had them cut and fitted. She could not recall if during the 16 days there was communication from the Respondent and visits to measure up. She said that there was nothing to update them on, they knew blinds had been ordered and they were waiting for them to arrive. She was taken to R148 and it was put to her that the Respondent was in constant communication until someone came to fit them on 31 May. The Fourth Applicant agreed but said that they had emailed the Respondent on 28 May after 8 days of not hearing anything. It was put to her that she had presented information in a vacuum. The Fourth Applicant said that that was not her intention, her primary concern was safety and the privacy issue and delay. The application mostly relied on those issues and the licensing issue.
33. She was asked about the leak from the bathroom and the Respondent’s mother. The Fourth Applicant said that she was quite surprised about quality of repair she provided. She agreed that the leak was resolved, but it was done in a way that she found shocking and indicative of the level of care.

34. In terms of the Respondent not telling them about the licence. She said that she could not speak to her motive, but she had set out what she believed from the facts and looking at the timeline. She was taken to A138 and it was put to her that the Respondent could have asked for a higher rent from June 2024. The Fourth Applicant agreed but she said that the Applicants would have left. She agreed that if the Respondent's goal was to put the rent up, she could have done in June 2024. She said that the reason they gave notice in December 2024 was because of the lack of licence, but it had been granted in October. The Respondent could have disclosed this, but she did not. By the time she did, Ms. Mahmood was moving out. It was put to her that the Respondent had nothing to gain from withholding the information. The Fourth Applicant said that the house was now rented for £4,000 pcm.
35. She was taken to the Respondent's witness statement (para. 6.1). The Fourth Applicant said that she contested this, that they were all under stress, that she was the one being made redundant and she was looking for a job and a house. It was put to her that she did not send an email asking for an update on licence. She said that they relied on the Respondent to keep them informed on the licence, as she said she would.
36. It was put to her that the Applicants had come together and invented and exaggerated allegations. She denied this.
37. In re-examination, she said that there were gaps around her door and no fire doors in the Property, no smoke alarm on the first floor initially and one was only installed after the Respondent found out about licensing and even then it was only a battery-operated smoke alarm. One window was inoperable. She was concerned about means of escape in the event of fire and about the front door which needed a key to be unlocked. The Respondent did not provide any information about what to do in the event of fire. When the licence was granted, it had conditions and some of them were easily actionable, e.g. fire blanket, fire extinguisher and mains fire system. She said that the fact that they thought the Property did not have a licence was crucial to their plans. She confirmed that the photographs at A160-163 were of the bathroom and Ms. Mahmood's window. She said that she would expect a competent landlord to know what needed to be done, they were aware the Respondent owned multiple properties, was a member of a landlord association, so she had reasonable reliance on her to adhere to the proper standards. She said that it was the Respondent's responsibility to communicate with them as she was in control of the process.
38. The Second Applicant gave evidence. Her witness statement is at A82.
39. She was asked questions by Ms. Imam.
40. The Second Applicant confirmed that she moved in in May 2020 and the windows were in poor condition. It was put to her that she was there for

4 years without reporting this. She said that the older tenants and other tenants had mentioned it. They would often ask if one person could email, and she was copied in to emails. She was asked about her conversation with the window fitters and para. 11.1 of her witness statement. She said that they knew the windows were not in a good condition and referred to the photographs. When her window was removed, she was there and it was in terrible condition. She said that she may not have messaged her housemates about it, but they talked about it over dinner. She said she did not tell the Respondent as she did not want to create animosity and the problem was fixed. She said that the photographs showed their condition. She said she had not contacted the window company as she did not know its name, the Respondent organised the fitting.

41. She was asked about the blinds in the bathroom. It was put to her that she had not provided context. She said that she had explained the issues about window replacement and denied that she was deliberately portraying the Respondent in an unfavourable way. She agreed that the Respondent did not have to do improvements.
42. She said that she did “Google” licences when she was concerned about the Property not having a licence. She agreed that she may have found out the consequences of not having a licence, but they focused on the size of the rooms. When the Respondent came to the Property, she measured the rooms and that was confusing. When they heard the Property was not licensed, she tried to work out why she had done this. She said that the living room, her bedroom and Ms. Mahmood’s bedroom were too small. She denied that she had an application for a RRO in mind at that time. She agreed that it may have come up, but it was not the focus of that they were Googling and it was not a part of the conversation as a house.
43. She said that the Respondent mentioned the potential structural changes on the Zoom call.
44. She said that the licence had been granted on 8 October 2024, they gave notice on 16 December 2024 and the reason was the lack of licence. The Respondent replied but did not mention that a licence had been granted. She said that the dates were confusing and she queried why the Respondent did not tell them about the licence. She said that she believed the Respondent used this to get them to leave. She was taken to A138 and it was put to her that the Respondent could have asked for a higher rent in June 2024. She said that landlords were advised not to increase the rent above RPI and they could and would have disputed any rent increase as it was 25%. She confirmed the notice at A146 was signed by all Applicants. She was asked about the sentiment in the email that they had loved the property. She said that they had created a fantastic environment to live in, had created a home. The tenancy still had 3 months to go and they had to go through the deposit process, so they did

not want to aggravate the Respondent and they did not want animosity as they were leaving. They were sad about leaving and had they known the licence was in place, they would have stayed. It was put to her that the email contained a lie, which she denied. She said their priority was to make sure their last 3 months were as easy as possible.

45. She confirmed she had not been on Housing Benefit or Universal Credit.

46. It was confirmed that the share of the rent was as follows:

- (a) First Applicant - £725;
- (b) Second Applicant - £725;
- (c) Third Applicant - £775;
- (d) Fourth Applicant - £775

47. In re-examination, she confirmed that the next house they would get depended on references so they needed a good reference to get a new property. She said that it was the Respondent's responsibility to keep them updated about structural changes. She said she had concerns about her bedroom door as there were gaps around the door which were quite large, the doors were all quite light and were not fire doors. She said if they had known about the licence, they would not have left. She said that nothing was done in terms of fire safety apart from an alarm being put on the middle floor (the Applicants had fitted one on the top floor, the middle floor one was fitted in July 2024). There were no fire extinguishers, no fire blankets, no heat detector in the kitchen, the front door needed a key to open it, there was no safe escape procedure. She said that the window of the front bathroom she used was not frosted. There was condensation and mould particularly in the front facing bathroom and the upstairs rear facing bathroom was bad, as was her window and Ms. Mahmood's bedroom. In 2020-2021 the lead person dealing with the windows was a previous tenant.

48. The First Applicant did not give evidence (the Tribunal was provided with a doctor's letter in respect of her) but relied on her witness statement at A77. She did confirm that she was not in receipt of Housing Benefit or Universal Credit.

49. Ms. Imam confirmed that she had no questions for Mr. Mahmood. His witness statement is at A97.

50. The Respondent gave evidence. Her witness statement is at R25.

51. She confirmed that there was no heat alarm but one has since been installed. She said that the local authority was satisfied with the installation and fire requirements in the Property and there was a heat detector. She was referred to her licence application (AR36) and she had "mis-ticked" as she had thought there was a heat detector but there one

was installed in March 2025. Her evidence was similar about AR43 and fire blankets. She thought that there was one but one was only put in in March 2025. She confirmed that there were no rent arrears when the Applicants left the Property and utilities were not included in the rent. She accepted that she was the Applicants' landlord and that she had committed a licensing offence. She said that she owned this Property under her personal name as well as one other property (a one-bedroom flat) which was also rented out. The Property is currently rented out. She is the sole owner/director of the company which rents out five further properties, which were mainly one and two bedroom properties. She did not want to tell the Tribunal anything else about her finances. She confirmed that the Property was the first property she owned. Her mother assisted her in the day-to-day running of the Property and she would recommend tenants to copy her mother in to emails as an extra pair of eyes, and she could potentially respond quicker. The Respondent was working full time during this period. Her mother provided her with support. She would let her know when something came through. She was skilled in minor works. Her mother had introduced her to renting out property and had been running properties herself for many years. She would do small jobs in the Property but for any major works, the Respondent would employ someone certified. She initially let the Property through professional agents but when tenants "switched" in and out, the tenants themselves would arrange this and the Respondent would do credit checks, so from 2014, she had not had an agent. She would go to an agent for new tenancies. She confirmed the inventory was done in 2014. Her own inspections and involvement with the Property was "minimal" and she confirmed that she was not really involved with it. She did not conduct any interim inspections and had no inspection regime during the material period. She was a member of the NRLA. It did not cross her mind that the Property may need more in the way of fire protection. She said she was wrongly under the assumption that there were smoke alarms on every floor. When the Third Applicant moved in in 2014, the Property was compliant and she still felt it was. It had not dawned on her, post Grenfell Tower, to make more investigations. She did not take advice from the licensing department of the local authority before realising she needed a licence. When she looked at HMO licensing she did not think to look at the local authority. She knew mandatory licensing was 5 plus people and her mistake was not realising the local authority had a discretion to impose an additional licensing regime. She had not looked at online forums or discussions between landlords. She confirmed that the smoke alarm on the top floor was installed by Ms. Mahmood's father. The one on the ground floor was replaced after she realised the Property was unlicensed and the Applicants informed her that it was missing. She commissioned an electrician to go in and he upgraded in July 2024. There were no fire doors apart from the kitchen door (they have since been changed) and at the time it was a self-closing 45mm. The gas and electric meters are near the front entrance (not under the stairs). She thought the Property was built in the 1920's. The windows were all replaced in May 2024 apart from the kitchen window which was replaced in 2021. Before that, they had not been painted since about 2014.

52. Mr. Mahmood asked her some questions. She confirmed she used letting agents for new tenancies. She had joined the NRLA in about 2022. She would receive newsletters or proposals of dates of events and it would inform her of potential key issues including safety regulations. She said that she thought the Property was compliant, she did not know about additional licensing, but she had done some courses with them, although she admitted she had perhaps not selected the right courses. She said that she was not aware of the debate around licensing and she did not have a reason for this. She said that if she had used an agent, they would have brought it to her attention. She said that she did not have an agent to help guide her but accepted that this was not an excuse. She confirmed that she had a degree in hotel management and had worked in hotels. She worked on the “floor” in a big team and different people worked on different aspects. She said that most of her properties were in York and she now organised inspections and most of them had fresh tenancies each year so agents would be involved and would carry out checks. One had tenants there longer and she had done interim inspections. She said that this application had been “educational” and she had changed a lot of her processes, including inspections. For all recent tenancies, she had used professional agents and had taken their guidance. She had done inspections, ensured smoke and heat detectors were installed and made sure if licences were needed. When she applied for the licence, she spoke to an agent who was helping her mother, but he was more of a “sounding board”. She said that she found the process overwhelming and this was the only property which required a licence. She admitted she had made mistakes but said that she had made some changes. She confirmed that the changes required by the local authority (AR27) had been done. She said that no Fire Risk assessment had been carried out at the material time, but she had subsequently had one done. When asked why one had not been done, she said that she was overwhelmed and there was a delay in what she needed to do and the stress around this hindered how she would normally operate. She was asked about the inventory (A342) and asked why the smoke alarm shown (on the first or second floor) had been removed. She said that she did not recall removing it, it may have been removed by a previous tenant and she had not realised. She was referred to the balance sheet, that showed she had properties worth £2.5-3m (which she said were leveraged) and she admitted she was a sophisticated investor.
53. She was asked why she had only made the clarifications about the property licence application today. She said that she got the bundle in September and had a month to go through it, she felt she was being attacked as a bad landlord and since the deadline for her bundle, she had spent time going through things. She denied she had deliberately deceived the local authority.
54. She admitted she could have implemented changes more quickly but she was given a 6-month window. She was asked about the delay in telling the Applicants about the licence. She said that it was her first time going through the process and panic set out. She said that the Property did not

get any mouldier from as set out in the inventory, it was still in a good condition.

55. In times of fire safety, she did not deny that the correct matters were not in place, but she could not change the past, but this would not happen again. The Property was more than habitable, safety was a priority, and she had replaced the door and window after the raid. She agreed that she could have done a better job with little effort.
56. In re-examination, she confirmed that none of her other properties needed an HMO licence. They were single households. The mortice lock was still on the door, but the key was not issued to tenants.
57. Ms. Imam made submissions as follows:
58. She referred to the case of *Xu & Ors v Usaf Management 11 Ltd & Ors* 2025 UKUT 422. In that case, the landlord was a large commercial landlord but was not a rogue landlord. The landlord learned of the need to licence in spring 2022 but did not apply until June 2023. There was no impact on the tenant and no fire safety issues. The Tribunal ordered 50% for the RRO. The Respondent did not anticipate an award below 50%. Cases such as *Hallett v Parker* [2022] UKUT 165 (LC) had an award of 25% but it was accepted that this was case specific. It was said that the 2016 Act and the licensing requirements were aimed at preventing rogue landlords. Their function was not compensatory but intended to deter rogue landlords. Licensing was not the only type of offence for which a RRO could be granted and there were more serious offences. The Tribunal does not start from a 100% award (*Williams v Parmar* [2021] UKUT 244 (LC)). The Respondent was not saying that an award of 100% could not be made, but it would depend on the facts and licensing offences were not the most serious. In the case of *Acheampong v Roman* [2022] UKUT 239 (LC) the Tribunal was told to adopt a 4-pronged approach. It was accepted that £36,000 was total amount of rent paid over the material period. In *Newell v Abbott* [2024] UKUT 181 (LC) it was said that the parties were not to identify every example of less than perfect behaviour. She referred to *Aytan v Moore* [2022] UKUT 027 (LC). Ms. Imam did not suggest a starting point but did say it would be less than 100%. It was said that the Applicants had looked for every minor issue to taint the Respondent and get more out of the application. There was no attempt to minimise the fire safety issues, and it was accepted that there had been deficiencies in that regard, but putting that to one side, none of the other allegations could be considered bad conduct even if proved, but none of them could be proven. The Tribunal should have regard to conduct which could have serious consequences on the tenants, and the purpose of a RRO was not compensatory. It was said that the application was motivated by financial gain.
59. Ms. Imam referred to the following cases:

- (a) *Acheampong* – 75% was awarded. The property was not in a satisfactory condition because of damp and mould, the deposit was not protected, the landlord did not hold a gas safety certificate and there were failings in fire safety equip: para. 26, para. 31;
- (b) *Aytan* – 90% was awarded in Wilson. The landlord was a professional landlord on a small scale, was an investor in multiple properties, there were serious fire safety issues, no fire doors and alarms;
- (c) *Newell* – 60% was awarded. The landlord let the property to a group responsible for finding replacements. One had lived there for 8 years. The rent was below market. The property was unlicensed between 2016-22, even though the landlord was informed of the need to acquire a licence in 2020. At para. 57 general guidance was given and it was said that 85-90% was not the norm. Factors increasing the award would be a deliberate failure, commercial landlord or the tenant being exposed to dangerous conditions, prolonged offence. Factors lowering the award would be an inadvertent offence, a smaller landlord, good property conditions.

- 60. Ms. Imam said that the appropriate award would be 65-70%. This was a licensing offence, this was not a rogue landlord, she had been transparent and corrected things in her evidence and took steps before the licence to install 2 fire alarms (it was admitted they were deficient as a mains alarm was needed). The Respondent did not bury her head in sand. She found the process daunting. Once she was aware of the need for a licence, she applied in 17 days. She had no previous offence. A licence was granted. The Property was a good home and the Applicants were happy. There was mitigation as in *Newell*. The Second Applicant expressed gratitude in her email and she could have accepted this was true, but she did not. It was said that this was a carefully drafted email with return of the deposit at the forefront of her mind. Either the email was reflective of the truth and she had lied to the Tribunal or the Applicants were crafty, manipulative women, seeking to maximise the award. Whichever was true created credibility issues and their evidence should be treated with suspicion.
- 61. There was no evidence of rot to the windows. In evidence, the Applicants were assertive and they were capable of drafting emails. It was not true that they were living with rotten windows as none of them reported it. There was nothing to suggest the Property was in a poor condition. Replacement of windows was an improvement. They were replaced to give a sense of security.

62. The award is aggravated by fire safety, and the Tribunal could not go under 50% but the factual matrix was very similar to *Newell*. *Wilson* (a conjoined appeal with *Aytan*) was a far more egregious case and 90% was too high. In *Choudary* (a conjoined appeal with *Acheampong*) in which the award was 75%, fire safety was not the only failing.
63. The Applicants relied on their Skeleton Argument. Mr. Mahmood said the only falsehood was the Respondent's on the licence application. A Fire Risk assessment should have been carried out. The local authority's standards are a minimum but there is a requirement under the law to have an independent risk assessment. There is no evidence there was a fire door, but even if there was, fires do not just start in kitchens. The Respondent is a professional landlord and there were fire safety issues. This is at least as serious, if not more serious than *Aytan*. The windows were in a poor state. They can only have deteriorated since the inventory report. The award would be at least 90%, and after taking account of all factors, it should be 100%.
64. The Applicants sought reimbursement of fees of £114 and £227. The Respondent objected on the basis that it was not just and equitable as there had been gross exaggeration and embellishments in the application. The application had been conceded in terms of the offence.
65. Mr. Mahmood responded by relying on the failure of the Respondent to follow the directions.

Statutory regime

66. The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act.
67. Rent repayment orders are one of a number of measures introduced with the aim of discouraging rogue landlords and agents and to assist with achieving and maintaining acceptable standards in the rented property market. The relevant provisions relating to rent repayment orders are set out in sections 40-46 Housing and Planning Act 2016 ("the 2016") Act, not all of which relate to the circumstances of this case.
68. Part 2 of the Housing Act 2004 ("the 2004 Act") introduced licensing for certain HMO's. The Local Authority may designate an area to be subject to additional licencing where other categories of HMOs occupied by three or more persons forming two or more households are required to be licenced.

69. Section 40 of the 2016 Act gives the Tribunal power to make a RRO where a landlord has committed a relevant offence. Section 40(2) explains that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant (or where relevant to pay a sum to a local authority). A relevant offence is an offence, of a description specified in a table in the section and that is committed by a landlord in relation to housing in England let by that landlord. The table includes s.72(1) Housing Act 2004.

41 Application for a 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

...

70. Section 41 permits a tenant to apply to the First-tier Tribunal for a rent repayment order against a person who has committed a specified offence, if the offence relates to housing rented by the tenant(s) and the offence was committed in the period of 12 months ending with the day on which the application is made.

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);

...

71. Under section 43, the Tribunal may only make a rent repayment order if satisfied, beyond reasonable doubt in relation to matters of fact, that the landlord has committed a specified offence (whether or not the landlord has been convicted). Where reference is made below to the Tribunal being satisfied of a given matter in relation to the commission of an offence, the Tribunal is satisfied beyond reasonable doubt, whether stated specifically or not.

72. It has been confirmed by case authorities that a lack of reasonable doubt, which may be expressed as the Tribunal being sure, does not mean proof beyond any doubt whatsoever. Neither does it preclude the Tribunal drawing appropriate inferences from evidence received and accepted. The standard of proof relates to matters of fact. The Tribunal will separately determine the relevant law in the usual manner.
73. Where the application is made by a tenant, and the landlord has not been convicted of a relevant offence, s.44 applies in relation to the amount of a rent repayment order, setting out the maximum amount that may be ordered and matters to be considered. If the offence relates to HMO licensing, the amount must relate to rent paid by the Applicants in a period, not exceeding 12 months, during which the Respondent was committing the offence. This aspect is discussed rather more fully below.

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 repaid 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 repaid 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.

Determination of the Tribunal

74. The Tribunal has considered the application in four stages-

- (i) whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 72(1) of the 2004 Act in that at the relevant time the Respondent was a person who controlled or managed an HMO that was required to be licensed under Part 2 of the 2004 Act but was not so licensed.
- (ii) whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.
- (iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.
- (iv) Determination of the amount of any order.

Was the Respondent the Applicants' landlord at the time of the alleged offence?

- 75. The Respondent admits, but in any event the Tribunal finds as a fact, that the Respondent was the landlord of the Applicants for the period 31 July 2023-30 July 2024 (and, in fact, from 20 August 2022 until they left the Property – the First Applicant in February 2025 and the remainder in March 2025. The Respondent is listed as the landlord on the tenancy agreements (A172, A21) and on the Office Copy Entry (A166, R38) as having title absolute.

Was a relevant HMO licensing offence committed during the period 31 July 2023-30 July 2024 and by whom?

- 76. The Tribunal applies, as it must, the criminal standard of proof (s.43(1)).
- 77. The Tribunal finds that, during the relevant period(s), the Property was a "HMO" (s.254-259) and the Property required an additional licence (A113, A149) in order to be occupiable by three or more persons living in two or more separate households. The Tribunal is also satisfied that the Property was, at the material times, occupied by four people living in more than two separate households.
- 78. The London Borough of Lambeth designated (A169) the whole of the area in its district as delineated in red on Map 1 for additional licensing. It applied to all HMO's that were privately rented and occupied by three or more people forming two or more households under one or more tenancies.
- 79. Section 72(1) of the 2004 Act is one of those listed in section 40 of the 2016 Act in respect of which the First-tier Tribunal may make a rent repayment order. The section provides that:

“A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed... but is not so licensed”.

80. Section 61(1) states:

“Every HMO to which this Part applies must be licensed under this Part unless-

(a) a temporary exemption notice is in force in relation to it under section 62, or

(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4”.

81. Section 55 states:

“(1) This Part provides for HMOs to be licensed by local housing authorities where-

(a) HMOs to which this Part applies (see subsection (2)), and

(b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority-

(a) any HMO in the authority’s district which falls within any prescribed description of HMO, and

(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation”.

82. The Respondent does not dispute the fact that there was no additional licence during the material period, but in any event, on the evidence, the Tribunal would have found (applying the criminal standard) that there was no additional licence in place during the material time. The Respondent admitted that an additional licence was required but, in any event, the Tribunal would have found that an additional licence was required. There was a breach of s.72(1).

83. An application for a licence was made on 30 July 2024 (A192, R50) and was granted on 8 October 2024 (A150). No licence was therefore in place and no application had been made 31 July 2023-29 July 2024.

84. On 30 July 2024, an application for a licence was made, and the offence ceased being committed: s.72(4) Housing Act 2004.

85. Where the Respondent would otherwise have committed an offence under section 72(1) of the 2004 Act, there is a defence if the Tribunal finds that there was a reasonable excuse pursuant to section 72(5). The standard of proof in relation to that is the balance of probabilities.

Where the Tribunal makes findings of fact in relation to such an aspect of the case, it does so on the basis of which of the two matters it finds more likely. It does not need to be sure in the manner that it does with facts upon which the asserted commission of an offence is based.

86. The offence is strict liability (unless the Respondent had a reasonable excuse) as held in *Mohamed v London Borough of Waltham Forest* [2020] EWHC 1083. The intention or otherwise of the Respondent to commit the offence is not the question at this stage, albeit there is potential relevance to the amount of any award. The case authority of *Sutton v Norwich City Council* [2020] UKUT 90 (LC) in relation to reasonable excuse held that the failure of the company, as it was in that case, to inform itself of its responsibilities did not amount to reasonable excuse. The point applies just the same to individuals.
87. The Upper Tribunal gave guidance on what amounts to reasonable excuse defence was given in *Marigold & Ors v Wells* [2023] UKUT 33 (LC), *D'Costa v D'Andrea & Ors* [2021] UKUT 144 (LC) and in *Aytan v Moore*:
 - (a) the Tribunal should consider whether the facts raised could give rise to a reasonable excuse defence, even if the defence has not been specifically raised by the Respondent;
 - (b) when considering reasonable excuse defences, the offence is managing or being in control of an HMO without a licence;
 - (c) it is for the Respondent to make out the defence of reasonable excuse to the civil standard of proof.
 - (d) a landlord's reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least, the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition, there would generally be a need to show that there was a reason why the landlord could not inform him/herself of the licensing requirements without relying upon an agent (e.g. because the landlord lived abroad).
88. No reasonable excuse defence has been put forward, but the Tribunal has considered if one arises. The Tribunal finds, on the balance of probabilities, that no reasonable excuse defence is made out.
89. The Tribunal finds that the offence was committed for the period of 31 July 2023-29 July 2024.
90. The next question is by whom the offence was committed. The Tribunal determined that the offence was committed by the Respondent, being the "person" within the meaning of s.71(1) and s.263 Housing Act 2004, who had control of the Property at the material time: the Respondent was listed as the immediate landlord on the tenancy agreement. In any

event, the Respondent was the “person” managing the Property during the material time as it was the person who received the rent paid by the Applicants.

Should the Tribunal make a RRO?

91. Given that the Tribunal is satisfied, beyond reasonable doubt, that the Respondent committed an offence under section 72(1) of the 2004 Act, a ground for making a rent repayment order has been made out.
92. Pursuant to the 2016 Act, a rent repayment order “may” be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in the *London Borough of Newham v John Francis Harris* [2017] UKUT 264 (LC) as follows:

“I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order”.
93. The very clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant, who may or may not have other rights to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.
94. The Tribunal is given a wide discretion and considers that it is entitled to look at all of the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. The Tribunal determines that it is entitled to therefore consider the nature and circumstances of the offence and any relevant conduct found of the parties, together with any other matters that the Tribunal finds to properly be relevant in answering the question of how its discretion ought to be exercised.
95. Taking account of all factors, the evidence and submissions of the parties, including the purpose of the 2004 Act, the Tribunal exercises its discretion to make a rent repayment order in favour of the Applicants.

The amount of rent to be repaid

96. Having exercised its discretion to make a rent repayment order, the next decision was how much should the Tribunal order?
97. In *Acheampong v Roman* at [20] the Upper Tribunal established a four-stage approach for the Tribunal to adopt when assessing the amount of any order:
- (a) ascertain the whole of the rent for the relevant period;
 - (b) subtract any element that represents payment for utilities;
 - (c) consider the seriousness of the offence, both compared to other types of offences in respect of which a rent repayment order may be made and compared to other examples of the same type of offence. What proportion of the rent is a fair reflection of the seriousness of this offence? That percentage of the total amount applies for is the starting point; it is the default penalty in the absence of other factors, but it may be higher or lower in light of the final step;
 - (d) consider whether any deductions from, or addition to, that figure should be made in light of the other factors set out in section 44(4)".
98. In the absence of a conviction, the relevant provision is section 44(3) of the 2016 Act. Therefore, the amount ordered to be repaid must "relate to" rent paid in the period identified as relevant in section 44(2), the subsection which deals with the period identified as relevant in section 44(2), the subsection which deals with the period of rent repayments relevant. The period is different for two different sets of offences. The first is for offences which may be committed on a one-off occasion, albeit they may also be committed repeatedly. The second is for offences committed over a period of time, such as a licensing offence.
99. At [31] of *Williams v Parmar* it was said:
- "... [the Tribunal] is not required to be satisfied to the criminal standard on the identity of the period specified in s.44(2). Identifying that period is an aspect of quantifying the amount of the RRO, even though the period is defined in relation to certain offences as being the period during which the landlord was committing the offence".
100. The Tribunal is mindful of the various decisions of the Upper Tribunal in relation to rent repayment order cases. Section 44 of the 2016 Act does not, when referring to the amount, include the word "reasonable" in the way that the previous provisions in the 2004 Act did. Judge Cooke stated clearly in her judgement in *Vadamalayan v Stewart and others* (2020) UKUT 0183 (LC) that there is no longer a requirement of reasonableness. Judge Cooke noted (paragraph 19) that the rent repayment regime was

intended to be harsh on landlords and to operate as a fierce deterrent. The judgment held in clear terms, and perhaps most significantly, that the Tribunal must consider the actual rent paid and not simply any profit element which the landlord derives from the property, to which no reference is made in the 2016 Act. The Upper Tribunal additionally made it clear that the benefit obtained by the tenant in having had the accommodation is not a material consideration in relation to the amount of the repayment to order. However, the Tribunal could take account of the rent including the utilities where it did so. In those instances, the rent should be adjusted for that reason.

101. In *Vadamalayan*, there were also comments about how much rent should be awarded and some confusion later arose. Given the apparent misunderstanding of the judgment in that case, on 6th October 2021, the judgment of The President of the Lands Chamber, Fancourt J, in *Williams v Parmar* [2021] UKUT 0244 (LC) was handed down. *Williams* has been applied in more recent decisions of the Upper Tribunal, as well as repeatedly by this Tribunal. The judgment explains at paragraph 50 that: “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.”
102. The judgment goes on to state that the award should be that which the Tribunal considers appropriate applying the provisions of section 44(4). There are matters which the Tribunal “must, in particular take into account”. The Tribunal is compelled to consider those and to refer to them. The phrase “in particular” suggests those factors should be given greater weight than other factors. In *Williams*, they are described as “the main factors that may be expected to be relevant in the majority of cases”- and such other ones as it has determined to be relevant, giving them the weight that it considers each should receive. Fancourt J in *Williams* says this: “A tribunal must have particular regard to the conduct of both parties includes the seriousness of the offences committed), the financial circumstances of the landlord and whether the landlord has been convicted of a relevant offence, The Tribunal should also take into account any other factors that appear to be relevant.”
103. The Tribunal must not order more to be repaid than was actually paid out by the Applicants to the Respondent during that period (ignoring for these purposes a provision about universal credit not of relevance here). That is entirely consistent with the order being one for repayment. The provision refers to the rent paid during the period rather than rent for the period.
104. It was said, in *Williams v Parmar*, by Sir Timothy Fancourt [43] that the *Rent Repayment Orders* under the Housing and Planning Act 2016: Guidance for Local Authorities identifies the factors that a local authority

should take into account in deciding whether to seek a Rent Repayment Order as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending. It was indicated [51] that the factors identified in the Guidance will generally justify an order for repayment of at least a substantial part of the rent. It was also said that a full award of 100% of the rent should be reserved for the most serious of cases.

105. The Tribunal has carefully considered the amount of the rent for the relevant period of the licencing offence that should be awarded.

Ascertain the whole of the rent for the relevant period

106. The relevant rent to consider is that paid during “a period, not exceeding twelve months, during which the landlord was committing the offence”.
107. The tenancy agreements (A172, A21) state that the rent was £2,600 from 20 August 2022 and then £3,000 pcm from 20 August 2023. The original tenancy was said to be for the term 20 August 2022-19 August 2023 with the second tenancy being from 20 August 2023-19 August 2024. The Respondent is named as landlord and the Applicants are named as tenants.
108. The Third Applicant paid the rent to the Respondent, and the other Applicants paid their shares to her. There is a confirmation of how the rent was split between the Applicants (A20, A101):
- | | |
|-----|---|
| (a) | First Applicant - £725 pcm - £8,700 total; |
| (b) | Second Applicant - £725 pcm - £8,700 total; |
| (c) | Third Applicant - £775 pcm - £9,300 total; |
| (d) | Fourth Applicant - £775 pcm - £9,300 total. |
109. There is evidence of rent payments from the Third Applicant (A17). The Respondent admits that the total rent paid over the period was £36,000 and that there were no rent arrears at the end of the tenancy.
110. The Tribunal raised with the parties the issue of whether the total rent paid should be £36,000 given that the period of the offence was not 31 July 2023-30 July 2024, but 31 July 2023-29 July 2024. The Tribunal finds that £36,000 is the correct figure. In *Kowalek & Anor v Hassanein Ltd* [2022] EWCA Civ 1041, the Court of Appeal held that the rent had to have been paid to discharge and indebtedness which had arisen during the relevant period of offending and in fact paid during that period. During the material period, the rent would have fallen due: 20 August 2023, 20 September 2023, 20 October 2023, 20 November 2023, 20

December 2023, 20 January 2024, 20 February 2024, 20 March 2024, 20 April 2024, 20 May 2024, 20 June 2024, 20 July 2024, i.e. £36,000. The sum of £36,000 was paid during this period (A18-20). Rent is paid in advance (cl. 1.10 of the tenancy agreement – A24) and therefore falls due for the entire period on 20th of the month.

- 111. The Applicants were not in receipt of Universal Credit or Housing Benefit.
- 112. The whole of the rent for the relevant period is therefore £36,000.

Deductions for utilities?

- 113. It is agreed between the parties that utilities were not included in the rent and so no deductions are made in this regard.

Seriousness of Offence

- 114. In *Williams v Parmar* [2021] UKUT 244 (LC) it was said that “the circumstances and seriousness of the offending conduct of the landlord are comprised in the ‘conduct of the landlord’, so the First Tier Tribunal may, in an appropriate case, order a lower than maximum amount of rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness of mitigating circumstances or otherwise”.
- 115. As the Upper Tribunal has made clear, the conduct of the Respondent also embraces the culpability of the Respondent in relation to the offence that is the pre-condition for the making of the Rent Repayment Order. The offence of controlling or managing an unlicensed HMO is a serious offence, although it is clear from the scheme and detailed provisions of the 2016 Act that it is not regarded as the most serious of the offences listed in section 40(3).
- 116. In *Daff v Gyalui* [2023] UKUT 134 (LC) it was highlighted that there will be more and less serious examples within the category of offence: [49].
- 117. The Tribunal determines that the relatively less serious offence committed by the Respondent (i.e. a licensing offence) should be reflected in a deduction from the maximum amount in respect of which a RRO could be made.

118. The Applicants allege (A57) that the Respondent is a professional landlord with at least six properties (including the Property) identifiable from public records. She is the director of three companies – sole director of Peck Portfolio Ltd (A285) and its business includes buying, selling and letting of real estate. The Land Registry searches confirm that the company acquired five properties between September 2021-April 2022 and remains the registered owner of these properties. The Respondent was also previously a director of 5 Cupar Road Limited, whose nature of business was described as residents’ property management. She was a subscriber to a landlords’ association.
119. In *Newell v Abbot* [2024] UKUT 181 (LC) was an appeal with a number of material similarities to the instant case. In *Newell*, the appropriate starting point was determined to be 60% of the rent paid. The tribunal took into account that
- (a) The Respondent is an amateur as opposed to a professional landlord.
 - (b) The breach which occurred was inadvertent.
 - (c) The property was in good condition; and
 - (d) A licencing offence was committed (section 95(1), HA 2004).
120. The Tribunal does find that this is a more serious case than *Newell* and *Hallett* in that the instant case concerned an additional licence and the Respondent cannot be described as an amateur landlord, the Respondent did not employ an agency and there was no reason why the Respondent could not have made herself aware of the changes in legislation. It is accepted that the Property was generally in a reasonable condition (although dealt with more fully under the heading of “conduct”). The issues of fire safety are dealt with below under “conduct”.
121. The starting point for the Tribunal, taking account of this, is that a RRO should be made, reflecting 75% of the total rent paid for the relevant period.

Conduct

122. The Tribunal takes into account the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies when considering the amount of such order.

Whilst those listed factors must therefore be taken into account, and the Tribunal should have particular regard to them, they are not the entirety of the matters to be considered: other matters are not excluded from consideration. Any other relevant circumstances should also be considered, requiring the Tribunal to identify whether there are such circumstances and, if so, to give any appropriate weight to them.

123. Allegations are made about the conduct of the Respondent:

- (a) A58 - Failure to comply with basic HMO fire safety requirements (including Regulatory Reform (Fire Safety) Order 2005, Smoke and Carbon Monoxide Alarm (England) Regulations 2025, LACoRS). The Property did not meet minimum fire detection, fire alarm or safe escape requirements. It had a single battery-operated smoke alarm on the ground floor, no fire doors, no extinguishers/blankets and no emergency exit lighting. The stairwell and landing doors were thin and poorly fitted, with larger gaps around them;
- (b) A60 - Key repair and maintenance operations were delayed or deferred, e.g. in October 2021, the Respondent agreed to replace the external sash windows but the work was not carried out until May 2024. This resulted in additional heating/cooling costs and discomfort to the Applicants and a further risk in the event of fire;
- (c) A61 - exposure to damp and mould, inadequate ventilation of the bathrooms;
- (d) A62 – failure to disclose information;
- (e) A62 – delay, deterrence and obfuscation.

124. The Tribunal notes that in *Newell*, the Upper Tribunal said that the Tribunal should not make findings of fact on every possible example of less than perfect behaviour.

125. The Tribunal finds as follows:

- (a) There were serious deficiencies in terms of fire safety:
 - (i) The front door locked with a key, meaning that, in the event of a fire, one of the occupants would have to locate the key and unlock the door. The alternative would be to not lock the door (keys to the door were provided to the Applicants) and this would have compromised their security. Given the previous break-in, it

is not surprising the Applicants did lock the door. They should not have been put in the position of choosing between security and fire safety;

(ii) No fire blanket was provided. This would not have been a costly or complex issue to resolve;

(iii) The only fire door was to the kitchen;

(iv) Only one battery-operated smoke alarm was provided by the Respondent until July 2024, despite the Property being a three storey building. The First Applicant's father installed a further alarm;

(v) The window in the Third Applicant's bedroom was defective, causing further issues with escape in the event of a fire.

These matters would have had an effect on the Applicants and caused them worry.

(b) The Respondent made little to no effort to keep abreast of changes in legal requirements since 2014. This is despite being a member of the NRLA and the publicity about fire safety after the Grenfell Tower disaster in 2017;

(c) The Respondent made no checks to ensure she was kept abreast of changing licence requirements. The designation for additional licensing came into force on 9 December 2021, about two and a half years before the application for a licence was made. This is despite the issue being raised (A131);

(d) Two important pieces of information on the Respondent's licence application (AR29) were not correct (whether there was a heat detector and a fire blanket in the Property). She had signed the declaration (AR45) but, at best, had not checked to ensure that the information she gave was correct;

(e) When the licence was granted (A150, Ar11), it was subject to conditions and the Respondent was aware of the need for these works from the time the licence was received, but majority of them were not carried out until after the Applicants had left the Property – it is noted that the Respondent was given 6 months to comply, but this does not change the fact that the Applicants were left in the Property which did not meet the criteria for a licence to have been granted;

(f) The Respondent had no procedure for inspecting the Property and, in fact, did not carry out property inspections. Her role was

- solely reactive to issues raised by the Applicants rather than proactive. She requested that the Applicants measure the window for a repair and/or replacement to be carried out (A103, A117);
- (g) The Respondent admitted that she could have done a better job of managing the Property with little effort;
 - (h) There were issues with the Property (the fire safety issues being serious) but, in general, the Applicants were happy at the Property (R166-168-177, R180, R184, R186-188, R190-191, R193) and had wished to stay on (A147);
 - (i) There was compliance with some of the legal requirements, such as provision of the EPC (R119, R152), gas safety certificate (R123-132) and in respect of the deposit (A39);
 - (j) Once aware of the need for a licence, an application was made promptly.
126. In terms of the failure to disclose the grant of the licence. To a certain extent, this has been taken into account above. It was certainly not good practice on the part of the Respondent and the licence should have been displayed in the Property or a copy provided to the Applicants (it was received by the Respondent on 8 October 2024 – R57). The Tribunal does also take account of the fact that the stress and worry of the Property not having a licence is inherent in the offence. The time when the licence had been granted but the Applicants were not told of this post-dates the offence period.
127. The Tribunal rejects the assertion that the Applicants are inventing or exaggerating issues with the Property. There were issues (as detailed herein), albeit the Tribunal does not make an adjustment to the award for all of them. The Tribunal finds, overall, that the Applicants were honest and truthful witnesses, giving their best account of events. The First Applicant did not give evidence, but her witness statement is consistent with the evidence of the other Applicants, whose evidence was consistent with each other.
128. There were no allegations in respect of the Applicants' conduct.
129. Taking account of the above, this is a slightly more serious than *Choudary*. It is similar to *Aytan*: failure to get a licence despite being a landlord of multiple properties, extensive commercial property interests and being a company director, no practical difficulties standing in the way of her getting hold of the relevant information about licensing, no financial difficulties on the part of the Respondent and no relevant convictions, generally the condition of the Property was good (save for the issues identified above). It is also similar to *Wilson*: professional

landlord; fire safety creating a dangerous situation. In the instant case, the overall offence period was longer, but there was timely compliance with the conditions required by the licence.

130. The Tribunal notes the comments in *Newell*, that awards of up to 85% are not the norm, but also note that it was said that factors which had tended to result in higher penalties included those where the offence was committed by an individual with a larger property portfolio, where tenants have been exposed to dangerous conditions which had been prolonged by the failure to licence (which are present in the instant case). In the instant case, it was not the case that a licence would have been granted without additional work, nor is the mitigating factor of a failure to a letting agent to warn of the need for a licence or personal incapacity.
131. Taking account of this and balancing all the factors, the Tribunal makes an adjustment to the amount of the RRO in the amount of 10%, i.e. deciding that a RRO should be made, reflecting 85% of the total rent paid for the relevant period.
132. No further adjustment is made for the following:
 - (a) The water leak and crack to the ceiling. This pre-dates the offence period by some time;
 - (b) The bathroom window blind. There was some delay in the blinds being provided, but this was not solely down to the Respondent and the blinds were provided;
 - (c) The kitchen window, as a repair was carried out;
 - (d) Other than set out above, the windows more generally as there was some action in this regard (A120-121, 124-126, A136, R135-148, R157-162) and the Tribunal has regard to *Newell*;
 - (e) Damp and mould, as the Property was generally in a reasonable condition.

Whether landlord convicted of an offence

133. Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the Respondent has at any time been convicted of any of the offences listed in section 40(3). The Respondent has no such convictions.

Financial circumstances of the Respondent

134. The Tribunal takes account of what it was told about the financial circumstances of the Respondent and makes no adjustment.

The amount of the repayment

135. The Tribunal determines that, in order to reflect the factors discussed above, the maximum repayment amount should be discounted by 20% (i.e. the fine is 80% of the rent paid in the material period). The Tribunal therefore orders under s.43(1) of the 2016 Act that the Respondent repay to the Applicant the total sum of £30,600, to be apportioned as follows:
- (a) Safia Mahmood - £7,395;
 - (b) Anna Elizabeth Hughes - £7,395;
 - (c) Hannah Elisabeth O'Rourke - £7,905;
 - (d) Millie Jade Filtness - £7,905
136. The Tribunal has had regard to all the circumstances in setting a time for payment, including the amount of the RRO.

Application for refund of fees

137. The Applicant asked the Tribunal to award the fees paid in respect of the application should they be successful, namely reimbursement of the issue fee (£114) and the hearing fee (£227). The Tribunal does order the Respondent to pay all of the fees paid by the Applicant and so the sum of £341.

Judge Sarah McKeown
19 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)