



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

Case Reference : HAV/00HB/HMF/2025/0616

Property : Flat 3, 4 Beaufey Road, Southville, Bristol,
BS3 1PX

Applicant : Rebecca Chelsea Elizabeth Bailey

Representative :

Respondent : TDM Lettings Ltd

Representative :

Type of Application : Application for a rent repayment order by
Tenant Sections 40, 41, 42, 43 & 45 of the
Housing and Planning Act 2016

Tribunal Member : Regional Surveyor Clist MRICS
Judge C Skinner
Mr J Reichel MRICS

Date of Hearing : 11 November 2025

Date of Decision : 22 January 2026

DECISION

Decision

The Respondent shall pay to the Applicants the sum of £2,700 within 28 days.

The Respondent shall reimburse the Applicant with the Tribunal application and hearing fees paid by the Applicant of £337 within 28 days.

Reasons

Background

1. On 25 June 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenant for a rent repayment order (RRO) against the Respondent landlord. The amount claimed is £5,562.50 for the period July 2024 to February 2025.
2. The Applicant states that the property in question did not have a HMO licence.
3. The Tribunal has sent the Respondent a copy of the application with supporting documents.
4. Directions were issued on 26 August 2025 requesting supporting documents from the Applicant which were duly provided.
5. Further directions were issued on 5th September providing the parties with dates for compliance and the hearing date.
6. The Tribunal was provided with a hearing bundle comprising 73 electronic pages. References in this determination to page numbers in the bundle are indicated as [].
7. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.
8. The hearing was audio recorded, and the recording serves as the official record of the proceeding.

The Law

9. A rent repayment order is an order of the Tribunal requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant. Such an order may only be made where the landlord has committed one of the offences specified in section 40(3) of the 2016 Act. A list of those offences was included in the Directions issued by the Tribunal.
10. Where the offence in question was committed on or after 6 April 2018, the relevant law concerning rent repayment orders is to be found in sections 40 – 52 of the 2016 Act. Section 41(2) provides that 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.
11. Section 43 of the 2016 Act provides that, if a tenant makes such an application, the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that the landlord has committed one of the offences specified in section 40(3) (whether or not the landlord has been convicted).
12. Where the Tribunal decides to make a rent repayment order in favour of a tenant, it must go on to determine the amount of that order in accordance with section 44 of the 2016 Act. If the order is made on the ground that the landlord has committed the offence of controlling or managing an unlicensed HMO, the amount must relate to rent paid during a period, not exceeding 12 months, during which the landlord was committing that offence (section 44(2)). However, by virtue of section 44(3), the amount that the landlord may be required to repay must not exceed:
 - a) the rent paid in respect of the period in question, less
 - b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
13. In certain circumstances (which do not apply in this case) the amount of the rent repayment order must be the maximum amount found by applying the above principles. The Tribunal otherwise has a discretion as to the amount of the order. However, section 44(4) requires that the Tribunal must take particular account of the following factors when exercising that discretion:
 - 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 any of the specified offences.

The Hearing

14. The hearing took place on the 11 November 2025 remotely. In attendance was the Applicant, Ms Bailey and Mr McGurrell a Director of the Respondent TDM Lettings Ltd. Neither party was represented. Also in attendance was Captain Landymore to which the Applicant referred to as a witness.
15. The Tribunal is grateful to both parties for their submissions and the manner in which proceedings were conducted.
16. As a preliminary matter, the Tribunal addressed the Applicant as to Captain Landymore's attendance at the hearing, noting that the hearing bundle contained a document indexed as a witness statement. The Applicant stated that Captain Landymore was in attendance to give evidence. The Tribunal referred to the document which was an email from Captain Landymore to the Respondent [27-29]. The Tribunal informed the Applicant that whilst the email was titled 'witness statement', it was not written for the purpose of the Tribunal proceedings (as per the requirements within paragraph 18 of the Directions dated 5 September 2025). Captain Landymore was therefore not permitted to give evidence at the hearing although was free to observe the proceedings. The Applicant accepted this and as such, Captain Landymore therefore chose to exit the hearing.
17. The Tribunal explained that for the same reasoning, a document contained within the hearing bundle referred to as a witness statement of Mr Brayne [30-31], a neighbouring tenant not in attendance at the hearing, was also non-compliant and not therefore considered to be a witness statement.
18. Although the emails from Captain Landymore and Mr Brayne were not witness statements, the Tribunal could consider both emails in the main of the evidence contained within the bundle at face value although would hold less weight than the oral evidence of the Applicant and Respondent which would be tested at the hearing.
19. As a final preliminary matter, the Tribunal addressed the matter of it being Remembrance Day with the hearing listed until 1pm. Accordingly, the proceedings would pause at 11am to observe the two-minute silence. The Tribunal is very grateful to the parties for their respectful co-operation of the same.
20. Ms Bailey made her opening statement, explaining that her occupation was under the terms of the tenancy agreements contained within the hearing bundle for the relevant period. Bristol City Council had confirmed that the property required a HMO license. The property was

not exempt from the requirement for the same with the Respondent having lodged an application for a HMO license following her application for a rent repayment order.

21. It was said that the Respondent, by failing to obtain a HMO license, had been unable to protect her during the course of her occupation where she had been assaulted and harassed by her co-tenants. Threats to her life had been made. As such, her partner Captain Landymore had on occasions, stayed at the property to protect her. She had gained permission from the Respondent for Captain Landymore to hold a key to which the Respondent had granted, as evidenced in the documentation contained within the hearing bundle, yet the Respondent's statement was conflicting with claims that he did not know or trust him.
22. Mr McGurrell questioned Ms Bailey.
23. Mr McGurrell referred to the 29th January 2025 as the date that he had been notified of a loud disagreement between Ms Bailey and the co-tenants, asking where the evidence was of any violence or threats to her life. Ms Bailey stated that Mr McGurrell had been copied into email chains over a three month period which outlined and contained video footage of a number of threats made by a co-tenant referred to as 'Marina'. It was said that there had been threats made to break Ms Baileys door down, death threats and references to links had by the co-tenant to the Albanian army. This had been shared with the Respondent and the Police had provided a reference number and a name of a case handler. A harassment charge against the co-tenant was ongoing.
24. It was said that a telephone conversation was had with Mr McGurrell whereby he authorised Captain Landymore holding a key to Ms Bailey's room. Ms Bailey had explained that the front door was continuously left unlocked by the other tenants and as such she did not feel that her belongings were safe whilst she was away from the Property.
25. A Google drive had been provided to the Respondent with previous communications to which Ms Bailey stated that Mr McGurrell had opened and thanked her for compiling the evidence.
26. There had been an email exchange between the parties regarding the co-tenant's threatening behaviour to which Ms Bailey said that Mr McGurrell had said he was worried for her welfare at the time.
27. The Tribunal questioned Ms Bailey.
28. Ms Bailey stated that her claim for a rent repayment order was for £5562.50 for the period of 1st July 2024 - 28th February 2025. Initially, there had been a tenancy agreement for 1st July- 31st December 2024 [32] with two different housemates but the first had purchased a property and the second had moved to Copenhagen. It was said that Mr McGurrell's father had informed her within a telephone conversation that she would need to sign a new tenancy agreement or she would be evicted

and the house would be sold. She felt that that was wrong as there was a contract in place already but signed a new agreement with two new housemates as she did not want to move.

29. Under the first tenancy agreement, she had paid £670 per month for her room which was the largest at the property with an ensuite. As such, she paid a greater share of the rent than her fellow tenants. From 1st September 2024 this increased to £750 per calendar month under the terms of the new tenancy which included two new housemates.
30. Ms Bailey had paid a deposit and first rental payment of £1245 on 8th July 2024. A further deposit payment of £285 was made in respect of the new tenancy.
31. It was confirmed by Ms Bailey that she had vacated the Property on the 23rd February 2025. An email had been sent to the Respondent on the 28th February 2025 regarding leaving the Property and the last rent payment. She had deducted one week's rent from the final rental payment of February following advice from the Police given it was not safe for her to remain in occupation and the landlord had failed to protect her.
32. Following her departure from the Property, Ms Bailey had called Mr McGurrell several times over a two-week period to finalise arrangements including the return of her deposit. The one week rent payment was deducted from her deposit. As such, she had effectively paid the full month's rent due for February 2025.
33. In relation to the original two tenants, Ms Bailey said they left at the end of August 2024 but could not give an exact date as they had moved out over the course of a week.
34. With regards to the Google Drive to which the Respondent had referred to, Ms Bailey stated that the entirety of its contents were not included within the bundle. There were various screenshots and Whatsapp messages on the Google Drive.
35. Mr McGurrell declined to give an opening statement.
36. Ms Bailey questioned Mr McGurrell.
37. Mr McGurrell stated that he had not previously applied for a HMO license. The Council's website had a step-by-step system of questions to determine whether a licence was needed to which it returned that the Property did not need a license. The website also stated that applications were not currently being accepted which had been confirmed over the telephone with Bristol City Council. Mr McGurrell kept calling each month thereafter.
38. Mr McGurrell could not find records of his phone calls to the council although could recall calling in October 2024 and January and February

2025.

39. It was said that within his general knowledge, he did not believe that flats required a HMO licence. Once the issue was brought to his attention, he made an application for a licence. He was genuinely surprised of the requirement as he believed that the flat was compliant with regulations.
40. To date, Mr McGurrell had paid the Part 1 fee for a HMO Licence but had yet to have been contacted on Part 2 as the department had only just processed the application. It was said that he endeavoured to become fully compliant as a landlord.
41. Ms Bailey put it to Mr McGurrell that applications were never on hold, there would have just been a delay in processing the application. She asked of Mr McGurrell to explain why he believed the Property was compliant.
42. Mr McGurrell stated that he had believed the flat was complaint and as such he did not lodge an application and pay the £1000 fee.
43. With regards to the permission to put a lock on her bedroom door, Ms Bailey asked why Mr McGurrell is referring to the lock as a breach of tenancy when he was not concerned about the lock at the time. Mr McGurrell referred to his statement of truth, explaining that he had no issue with a padlock on the door but had wanted a key or a code to it. Mr McGurrell submitted that Ms Bailey had never sent him an email regarding the location of the key at all which is why the same had not been included within the bundle. As such he was essentially locked out of the room and roof terrace for three months which was a severe breach of the tenancy.
44. Mr McGurrell stated that he was only aware of the situation of Captain Landymore staying after 31st January 2025 following an email from the Applicant informing him of the same. Permission should have been sought from himself and the joint tenants in respect of the same. It was his honest belief that Ms Bailey has simply locked the room while she was away on a trip to Australia.
45. The Tribunal questioned Mr McGurrell.
46. Mr McGurrell confirmed that TDM Lettings produced both the first and second tenancy agreements as landlord.
47. The Tribunal directed Mr McGurrell to the second paragraph at page 26 of his witness statement relating to his understanding of the Bristol City Council's additional licensing scheme requirements for three-bedroom properties, to which he was aware of prior to its implementation. Mr McGurrell confirmed that the Property had three bedrooms.
48. Mr McGurrell stated that he had believed the Property did not require a licence as following a number of questions, the Council's website had

returned that a HMO licence was not required. He opined that it was possible that he could have completed the questions incorrectly.

49. With regards to the questions asked of the Council's website, Mr McGurrell could recall that details required were the number of bedrooms, postcode of the property, number of families occupying the property, the number of bathrooms and kitchens. He had had no difficulties in answering the questions which he believed he completed in August 2024.
50. The Tribunal enquired as to why Mr McGurrell felt compelled to contact the Council in September and October 2024 following his enquiry on the website. Mr McGurrell said that as had been told applications were on hold he wanted to follow this up but he was informed they were on hold for several months.
51. The proceedings paused for two minutes whilst the parties and the Tribunal observed the two-minute silence.
52. Upon continuation, Mr McGurrell stated that the Council's backlog had occurred last summer. He had completed the Council's questionnaire form in September and called to make further enquiry. He had not spoken to a housing officer but a general clerk. He had followed up in January and February 2025. He stated that he had sought confirmation that the Property did not require a licence from a person, rather than a website. It was said that Mr McGurrell had spoken to the housing department but no advice was offered as to whether a HMO licence was required.
53. Mr McGurrell did not have the names of persons spoken to at the council, phone records, screenshot of the questionnaire results or any follow up emails. Nor did the Council take any record of his enquiries.
54. Mr McGurrell was unsure as to whether the Council's website had accepted the Property address.
55. Mr McGurrell confirmed that he made an application for a HMO in early July 2025, receiving a confirmation email on the 4th July 2025. He believes he had to complete a similar questionnaire for the application as to that taken in August 2024.
56. At the time, Mr McGurrell had believed he was compliant although he now understands that he was mistaken.
57. Mr McGurrell confirmed that the tenants were responsible for all utility bills.
58. Mr McGurrell further confirmed that he did not submit any evidence of his financial circumstances to the Tribunal.
59. In relation to his business, Mr McGurrell stated that he lets the house

next door to the Property which has been fully licensed since 2016. He also lets Flats 2 and 4 Beaulay Road which are both two-bedroom flats.

60. Mr McGurrell gave his closing statement.
61. Mr McGurrell wished to address the Applicant's submissions. He confirmed that he was sent a Google Drive folder by the Applicant. All that it contained was a set of emails from Captain Landymore and screenshots of messages which appeared to him as bickering between the tenants. He had to step in and mediate between the tenants but there had been no evidence of the more serious accusations of violence and threats to life. He had not been contacted by the Police in relation to any events at the Property.
62. With regards to the signing of the new tenancy agreement, the original tenancy had been annulled. He nor his father had ever been involved in any threats to sign a new tenancy agreement.
63. When he had returned Ms Bailey's deposit, he had offered to deduct the one week's rent owed on the basis of advice received from NRLA. There was no written evidence of the same. It was agreed with Ms Bailey that the rent could be deducted from the deposit.
64. In relation to the padlock used to lock the room, there had been no evidence adduced by the Applicant that a key or code had been provided to him.
65. In general, Mr McGurrell said that he complies with the relevant regulations as a landlord including tenancy agreements, gas safety certification, electrical certification and EPC's. He maintains written records of the same to ensure compliance throughout.
66. Ms Bailey made her closing statement.
67. Ms Bailey summarised Mr McGurrell's evidence in relation to the Google Drive whereby Mr McGurrell's oral evidence had been that it had not been received. He had then made an admission within his closing statement that he had received the same although its contents were limited.
68. Mr McGurrell had said he did not know that he required a HMO licence yet holds a license for the property next door since 2016.
69. With reference to the email regarding Captain Landymore and the conflicting written and oral evidence, how could Mr McGurrell be trusted.
70. Regarding the email exchange about securing her room during her trip to Australia, Ms Bailey said she had not confirmed their conversation in writing which was regrettable.

71. It was said by Mr McGurrell that keeping written records is important and he practices the same with regards to regulation, yet he had failed to log evidence of the questionnaire completed on the Council's website stating that a HMO licence was not needed.
72. Ms Bailey concluded to state that she had felt failed by Mr McGurrell to protect her from the joint tenants who had undertaken violent and threatening behaviour towards her.
73. Mr McGurrell has the relevant training and knowledge regarding licensing. He knew he needed a license but chose not to obtain one.

Reasons for Decision and Findings of Fact

Was the Respondent the Applicant's landlord at the time of the alleged offence?

74. The Tribunal has before it a copy of two tenancy agreements between the parties and evidence of the Applicant's rent payments. Furthermore, the Respondent accepts that he was the Applicant's landlord throughout the tenancy agreements. Accordingly, the Tribunal is satisfied and finds that the Respondent was the Applicant's landlord at the time of the alleged offence.

Applying the criminal standard of proof, is the Tribunal satisfied beyond reasonable doubt that the alleged offence has been committed?

75. The Tribunal is satisfied that the property was a HMO during the period of the alleged offence.
76. Evidence of two tenancy agreements, each for three occupants, were provided by the Applicant. Evidence was provided under a data protection request from Bristol City Council that the property did not hold a HMO licence as of 28 August 2025 with an application for one not being made until 4 July 2025 which was being processed. Additionally, the Respondent accepts that the property required a licence under Bristol City Council's additional licensing scheme and that the property was occupied by 3 tenants in respect of the latter tenancy agreement.
77. The Tribunal is satisfied that the property is situated in a ward of Bristol that was subject to the additional licensing requirements of Bristol City Council during the relevant period. Evidence of such was produced in the hearing bundle and was not challenged by the Respondent.
78. The Tribunal is satisfied that the Applicant and other two tenants subject to the second tenancy agreement dated 1st September 2024 occupied the property as their main residence on the basis of the evidence within the hearing bundle which included an email from the Council Tax department naming those tenants.

79. With respect to the first tenancy agreement dated 1st July 2024, whilst a copy of the same was included in the hearing bundle, there was no further evidence of the other two tenants' occupation such as utility bill information or witness statements. The Tribunal could not therefore find, beyond reasonable doubt, that the Property was required to have a HMO licence between the dates of 1st July 2024 – 31st August 2024.
80. The Tribunal is satisfied that the property required, but did not have, a relevant licence from 1st September 2024 – 28th February 2025.
81. The Tribunal is satisfied that the Respondent was a landlord having control of or managing an HMO that was required to be licensed but which was not from 1st September 2024 – 28th February 2025. Evidence of such was produced in the hearing bundle and was not disputed by the Respondent.
82. The Tribunal finds that the offence of controlling and/or managing an HMO which was required to be licensed under Part 2 of the Housing Act 2004 but was not so licensed contrary to section 72(1) of the 2004 Act is made out beyond all reasonable doubt.
83. The Tribunal next turned its attention as to whether the Respondent had a reasonable excuse defence for his failure to licence the property.
84. The Respondent did not deny that the property was a HMO, or that it required and did not have the appropriate licence.
85. The Respondent had explained that he had was aware of the introduction of Bristol City Council's additional licensing scheme having received a notice 6th August 2024 [26]. Mr McGurrell's written evidence was that he had attempted to apply for a licence in August, September and October 2024 but was informed by the council over telephone conversations that there was a backlog and application were not being accepted. He followed this up in January and February 2025 using the Council's website but received error pages each time.
86. Mr McGurrell's oral evidence varied somewhat from his written statement in that he had stated that he had initially completed a questionnaire on the Council's website which returned a result stating that the Property did not require a HMO license. Mr McGurrell stated that subsequent telephone calls were made to the council whereby clerks had informed him that the council was not currently accepting applications.
87. On the basis of there being no evidence of a questionnaire submitted or phone calls made to the local authority, in addition to an email from Bristol City Council confirming that applications had never been on hold nor was there any record of telephone conversations to Mr McGurrell, the Tribunal was not satisfied on the balance of probabilities that Mr McGurrell had a reasonable excuse for not obtaining a HMO licence.

88. Further to that finding, the Tribunal sadly found Mr McGurrell to have been an unreliable witness in respect of these events owing to the conflicting information given. Mr McGurrell's account of completing an online questionnaire which stated that he did not need a license did not align with the subsequent attempts to apply over the telephone.
89. The Tribunal finds that there are no grounds to extinguish the Respondent's culpability.
90. Having established that an offence was committed the Tribunal finds that the offence occurred between 1st September 2024-28th February 2025.

Exercising its discretion, should the Tribunal make a Rent Repayment Order?

91. Section 43 of the 2016 Act provides that the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies. The Tribunal is satisfied that, in this instance, the offence has been made out and considers it is appropriate to make an order.

Determining the amount of the Rent Repayment Order

92. In determining the quantum of an Order, Section 44 of the 2016 Act requires the Tribunal to have regard to specific factors. In particular, Section 44(4) refers to 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 this Chapter applies.
93. In *Acheampong v Roman* [2022] UKUT 239 the Upper Tribunal provided guidance on how to calculate the appropriate Order. In summary, the Tribunal is advised to:
 - i. Ascertain the whole of the rent for the relevant period;
 - ii. Subtract any element of that sum that represents payment for utilities that only benefitted the tenant;
 - iii. Consider how serious the offence was and what proportion of the rent, after deductions, is a fair reflection of the seriousness of the offence;
 - iv. Finally, 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) and as referred to in paragraph 64 above.
94. Taking each in turn.
95. The period of claim is 1 July 2024 to 28 February 2025. The total rent paid by the Applicant throughout this period was £4500. Both parties accepted that the rent was exclusive of any utility bills.

96. The Tribunal is next required to decide how serious the 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 when compared to other examples of the same type of offence. From there, the Tribunal will consider what proportion of the rent is a fair reflection of the seriousness of this offence.
97. Turning to the former of these two points the Tribunal reminded itself of the guidance provided by the Upper Tribunal in *Newell v Abbott & Okrojek* [2024] UKUT 181 (LC), where, at paragraph 38, the Upper Tribunal referenced previous Tribunal guidance handed down within *Acheampong* and in *Hallet v Parker* [2022] UKUT 165 (LC) commenting that, in a list of housing offences which includes the use of violence to secure entry, unlawful eviction and failure to comply with an improvement notice, a licensing offence is relatively of lesser seriousness.
98. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Upper Tribunal went further and, at paragraph 48 and 49 of the decision, the Deputy Chamber President attempted to rank the housing offences by reference to their general seriousness. At paragraph 49, Judge Martin Rodger KC refers to the offence of controlling or managing an unlicensed HMO as “*generally of a less serious type. That can be seen by the penalties prescribed for those offences which in each case involve a fine rather than a custodial sentence.*” Judge Rodger KC continues “*Although generally these are lesser offences, there will of course be more or less serious examples within each category.*” The Tribunal reminded itself that circumstances pertaining to a licensing offence may vary significantly.
99. Turning to the circumstances of this case, the Respondent is a professional landlord, owning three other properties, including the property next door which has been licensed since 2016. Mr McGurrell admitted that he was aware of the introduction of Bristol City Council’s additional licensing scheme prior to its implementation, to which his written statement referred to the requirement for ‘three-bedroom shared accommodation’ [26].
100. On account of the Tribunal’s earlier findings in relation to whether Mr McGurrell had a reasonable excuse, the Tribunal finds that the Respondent’s omission was not inadvertent. Mr McGurrell’s evidence as to his reasoning for his belief that he did not require a HMO license was conflicting and unconvincing. Further, Mr McGurrell’s oral evidence had made mention of the license fee being circa £1000 and his belief that the property was built to ‘HMO regulations’ and a good standard to which the tenants would not have received any additional benefit from the Respondent holding a license for the Property. The Tribunal finds that Mr McGurrell was complacent as a result of his belief that the standard of the property was such he deemed any licensing to be unnecessary.
101. The Applicant made no submissions regarding the condition of the property. The Respondent had stated that the property was in good

condition with spacious room sizes, fire doors fitted and gas and electrical safety certificates up to date although no evidence was provided of the same.

102. The Applicant explained that she had felt unsafe during the occupation of the Property owing to the conduct of the other two tenants. There had been events that had become aggressive and violent to which the Applicant feared for her safety, requiring an emergency call to the police and the eventual vacation of the Property. The Respondent, whilst acknowledging that there had been issues with the other two tenants challenged Ms Bailey's evidence on the same, referencing the lack of inclusion of evidence of a Google Drive in the hearing bundle to which the Respondent had initially stated he had not received but later he accepted he had. Based upon the evidence included within the bundle, specifically email exchanges and the police call record [71] and the oral evidence of the Applicant, the Tribunal accepts the Applicant's evidence.
103. The Tribunal would add that it found the Applicant to be a highly reliable witness throughout the course of the hearing and it was clearly apparent to the Tribunal that the Applicant had experienced a traumatic ordeal during the course of her occupation. It was said by the Applicant that the lack of HMO license resulted in the landlord being unable to effectively manage the property with the appropriate legal authority as to evicting the other tenants. The Applicant however did not further advance the point with specific detail. The Tribunal considered however, that although an incredibly unfortunate situation unfolded, it was not convinced that the lack of licence *in this case* had further limited the Respondent's ability to evict owing to the remaining fixed-term of the tenancy agreement in place. Notwithstanding, the Respondent had not provided any evidence as to any enforcement action against either of the other tenants.
104. Turning to the seriousness of the offence, the Tribunal considered that it was low when compared to other types of offence in respect of which a rent repayment order can be made and on the low-mid range when compared to other examples of the same type of offence owing to a lack of evidence as to the safety and condition of the property but not withstanding the ineffective management amidst serious safety concerns of a tenant.
105. With this in mind, the Tribunal considered a starting point of 40% of the proportion of the rent was appropriate.
106. Finally, turning to those factors set out in s.44(4) of the 2016 Act the Tribunal considers the tenant's conduct throughout her occupation of the property. It was said by the Respondent that Ms Bailey had allowed Captain Landymore to stay at the property at times without his knowledge and consent and had left the room locked which prevented him from accessing the room for some 3 months after she had vacated. The Applicant accepted that she had fitted the lock stating that this was with consent of the Respondent.

107. The Respondent did not include any photographic evidence of the padlocked door, nature of the removal, evidence of contractors used, dates of when the room was next let etc. Given the circumstances that unfolded at the Property with the other tenants, the Tribunal finds that it was reasonable for the Applicant to have fitted the padlock. The Tribunal accepts the Applicant's evidence that consent was given by Mr McGurrell on the bases of the Tribunal preferring Ms Bailey's evidence as a more reliable witness and the comments made within Mr McGurrell's email dated 31 January 2025 [58] in which he had considered Captain Landymore's holding of the key to the padlock whilst Ms Bailey was abroad and picking up an item on her behalf over that period to have been reasonable.
108. With regards to the Applicant's leaving the room locked, her departure from the Property was clearly rushed in response to an alledged violent incident. In such circumstances, and owing to the lack of evidence advanced by the Respondent as to the nature of the lock and the time taken for its removal, the Tribunal is not prepared to make a finding against the tenant for a serious tenancy breach as suggested by the Respondent. The Tribunal therefore sees no reason to make a deduction from the Rent Repayment Order in respect of such.
109. In terms of the landlord's conduct, the Tribunal considered that during the course of the tenancy the Landlord appeared to have a good relationship with the Applicant.
110. The Tribunal notes that the Applicant alleges that the Respondent (Mr McGurrell's father) had induced her to sign a new tenancy agreement, threatening eviction over the telephone. Owing to a lack of evidence of the conversation, the Tribunal makes no finding against the Respondent in respect of the landlord's conduct on this matter.
111. The Tribunal considered that whilst the situation with the other tenants was clearly significant, that related to the conduct of the tenants and not of the landlord. The evidence in the bundle indicated that the Respondent had attempted to deal with the situation between the parties on an informal basis via email communication and met any security requests of the Applicant. Notwithstanding, the Tribunal considers that the Respondent had not advanced any evidence as to any legal enforcement against either of the other tenants or effectively manage and safeguard the situation. Further, the Tribunal considers that the Respondent's omission to obtain a HMO license was very poor conduct and a serious failure as a professional landlord with several years of experience managing another HMO property and knowledge of the local authority's additional scheme prior to its implementation.
112. There was no evidence of any other breaches by the Respondent.
113. The Tribunal did not find the Respondent to be candid in his evidence relating to his reasoning for not making the application for a licence.

114. In consideration of such, the Tribunal sees fit to make an upward adjustment to its starting point and considered the Respondent's breach as very poor conduct and a serious failure given its professional experience as portfolio landlord with experience in managing HMO's.
115. In regard to his financial circumstances, Mr McGurrell provided no evidence of the Respondent's financial circumstances neither was any degree of hardship pleaded. The Tribunal finds no adjustment for the financial circumstances of the landlord is warranted.
116. There was no evidence before the Tribunal that the Respondent had at any time been convicted of a relevant offence to which Part 2 Chapter 4 of the Housing and Planning Act 2016 applies. The Tribunal therefore makes no adjustment.
117. On that basis the Tribunal determines that an appropriate order is 60% of the rent paid and makes an order for £2,700 (Two thousand, seven hundred pounds) to be payable within 28 days of the date of this decision.
118. In light of the Applicants success in securing an order, the Tribunal also believes it is reasonable to order that the Respondent reimburses the Applicant the £110 application fee and £227 hearing fee within 28 days of the date of this decision.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.