



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

**Case reference** : **LON/00BD/HMF/2025/0776**

**Property** : **37 Oriel Drive London SW13 8HW**

**Applicant** : **Edith Woi**

**Representative** : **In person**

**Respondent** : **Per Skoglund and Anna Sofi Emillie Fexby**

**Representative** : **Per Skoglund**

**Type of application** : **Tenant's application for a Rent Repayment Order under ss. 40, 41, 43 & 44 of the Housing and Planning Act 2016**

**Tribunal members** : **Mr R Waterhouse MA LLM FRICS  
Mr C Wheeler MCIEH CEnvH**

**Date and venue of hearing** : **16 December 2026, 10 Alfred Place,  
London WC1E 7LR**

**Date of decision** : **16 December 2025**

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**DECISION**

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## Decisions of the tribunal

**The Tribunal determines that a Rent Repayment Order is not made.**

### Introduction

1. The Applicant tenant made an application dated 28 April 2025 for a rent repayment order (“**RRO**”) against the Respondent landlord under sections 40-44 of the Housing and Planning Act 2016 (“**the 2016 Act**”).
2. The Applicant asserts that an offence for the purposes of the Housing Act and Planning Act 2016 has been committed by the landlord specifically one of harassment under the Protection from Eviction Act 1977, through; (a) serious disrepair and Hazardous Living Conditions (b) flooding (c) Structural cracks (d) roof leak (e) loss heating (f) failure to honour agreement on parking and (g) harassment and retaliatory conduct.
3. The Applicant tenant seeks a RRO in the sum of £50,400, which is made up of 12 months at £4200 per month. The application does not specify the period of time.
4. The Tribunal gave Directions dated 25 July 2025, requiring the Applicant to provide a Bundle marked “Applicant’s Bundle for determination by 29 August 2025, Likewise the Respondent to provide its Bundle in response to the application by 22 September 2025.
5. Bundles were received by the tribunal, from the Applicant; one of 37 pages, one of 197 pages and one of 223 pages. The Respondent submitted a bundle of 12 pages.
6. Whilst the Tribunal makes it clear that it has read the Applicant’s and Respondent’s bundles, the Tribunal does not refer to every one of the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to specific documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account.
7. This Decision seeks to focus solely on the key issues. The omission to refer to or make findings about every statement or document mentioned is not a tacit acknowledgement of the accuracy or truth of statements made or documents received. Not all of the various matters mentioned in the bundles or at the hearing require any finding to be made for the purpose of deciding the relevant issues in this application. The Decision is made on the basis of the evidence and arguments the Applicant and Respondent presented, as clarified by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred.

## **Hearing**

8. This was a face-to-face hearing.
9. The Applicant Edith Woi, attended in person as did one of the Respondents ,Per Skoglund.

## **The Property**

10. From the parties' submissions it was agreed that the property comprises two bedrooms, and two bathrooms. There is an external garage of around 5m x 6m. The property has gas central heating, and the kitchen and bathroom have underfloor electric heating. Outside there are two terraces.
11. The Applicant submitted a completed application, 12-month confirmation of rental payments and a copy of the tenancy agreement.
12. The details of the assured shorthold tenancy show Anna Sofi Emilie Fexby and Per Johan Oskar Skoglund as joint landlords to Edith Woi , the tenant. The property is described as “including Parking, 37 Oriel Drive, Barnes, London, SW13 8HW”.
13. The tenant has been in occupation since 2020, just before Covid started and has occupied under two tenancies. The first tenancy ran for three years. The duration of the second tenancy is from 27 February 2023 to and including 26 February 2025. Rent paid is £4200 per month payable on the 27 of the month. The agreement notes at paragraph 13 of the Addendum, the deposit will be held by the Tenancy Deposit Scheme. The tenancy Deposit Scheme is administered by The Dispute Service Limited.

## **Applicant and Respondents Submissions**

14. The Applicant’s case is that an offence of “harassment under s. 1 (3) and (3A) of Protection from Eviction Act 1977 was committed. [ 22/37]”
15. That the harassment was made up of several components, their case is outlined in the Application and the bundle of 37 pages at [6/37] the witness statement of Edith Woi. The statement notes that the Applicant occupied 37 Oriel Drive London, SW13 8HW under two consecutive tenancies; the first from 2020 to 2023 at a rent for the whole period of £ 3,900 per month. The second from 2023 to 2025 at a rent for the whole period of £4,200.
16. The Applicant stated in the tribunal that the rent paid had in no part included housing allowance payments.

17. The Applicant submitted a Chronology of events from 2020 [ 16/37].

### **Alleged Harassment- rent increase requests**

18. The Applicant in their witness statement at [7/37] stated that in early 2022 the Respondent demanded a 10% rent increase from £3900 per month to £4200 per month. Subsequently the Respondent issued a section 21 Notice on 6 February 2023. The Applicant was experiencing extra pressure from other external sources at this time and was conscious of the wellbeing of her two children. The tribunal has sympathy of the difficulties caused by the competing pressures. The Applicant reported feeling pressurised to accept the increase, the increase was accepted. The Applicant reported to the tribunal that because of their perception of the imbalance of power between the landlord and tenant exemplified by the tenancy renewal negotiations 2022/23 they felt unable to exert themselves and felt pressured when it came to other issues. These are set out below.
19. The Applicant reported that in October/November 2025 the Respondent sought a rent increase from £4200 per month to £4500 per month. The Respondent noted that the end of the second tenancy was drawing close and so negotiations had started for renewal but it was good practice as advised by the letting agents Chesterton's to serve a section 21 Notice , in order to be able to let the property to another person if negotiations broke down.
20. The Applicant and Respondent entered negotiations with the intention of renewing the tenancy for a third time. The Applicant contending that various condition issues in the property would cause the renewal rent to be lower, the landlord taking a different view. Negotiations ceased and the Applicant gave notice and moved to another property in January 2025.

### **Alleged Harassment - Disrepair**

21. The Respondent explained that whilst they managed the property themselves, Chesterton's the letting agent would prompt them for time to time informing them when a gas safety or electrical safety inspection was due.
22. The Applicant stated that at one such gas inspection the gas fire had been found to be not in compliance with current regulations. Two options were offered by the inspector to increase ventilation or to disconnect the appliances. The tenant favoured increasing ventilation the landlord disconnection. The Respondent landlord felt the fire was more for optical purposes because the property had two other forms of heating electric under floor heating and also gas central heating. The gas fire was disconnected.

23. The Applicant contended that the electrical safety check had resulted in recommendations. The Respondent noted these had been carried out shortly after being notified of them.
24. Further the Applicant contended that there was a patch of damp in the ceiling of the cupboard which is accessed off the hallway. The Respondent pointed out this had been caused by a blocked gully above. The Respondent submitted that such a blocked gully could be unblocked by the tenant. This was rectified by the Respondent after the Application moved out.
25. Both the Applicant and the Respondent agreed that this area under the stairs was liable to swallow but standing water. This has been a long-standing issue. The presence of this fault has been reported to the freeholder's managing agent but remains an issue.

### **Alleged Harassment - Rodents**

26. The Applicants witness statement notes that rodents (mice) were reported to the Respondent landlord. The Respondent paid for some pest control treatment. The tribunal is conscious that responsibility for addressing rodents under the tenancy rests with the Applicant.

### **Alleged Harassment -Lack of parking**

27. The Applicant contends the tenancy agreement provided for parking, but this was denied to the Applicant from the beginning of the tenancy. [13/37] The Respondent informed the tribunal that a garage came with the property and that they had no further car spaces in their demise and so no other car spaces could be made available. The Applicant contended they wanted to use the garage as storage and so needed the use of additional outside spaces.

### **Alleged Harassment- Failure to return deposit in full**

28. The Applicant contends that failure to return the deposit in full constituted part of the ongoing allegations of harassment. The deposit was held be an appropriate deposit protection scheme. The Respondent had visited the property shortly after the Applicant had vacated and considered the property had not benefited from a professional clean. The Respondent received the check-out report which appeared to confirm this position, so a professional clean costing some £714 was carried out. The Applicant and Respondent agreed to the return of the deposit less the outstanding amount in dispute, which was £714. The outstanding amount went to adjudication under the scheme, where the judgement made ordered that all but £114 should be returned to the Respondent. This was done.

## **Relevant statutory provisions**

### **Housing and Planning Act 2016 (“the 2016 Act”)**

#### **Section 40**

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to – (a) repay an amount of rent paid by a tenant ...
- (3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	<b><i>Act</i></b>	<b><i>section</i></b>	<b><i>general description of offence</i></b>
1	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc
5		section 72(1)	control or management of unlicensed HMO

6		section 95(1)	control or management of unlicensed house
7	This Act	section 21	breach of banning order

Section 41

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if – (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

### Section 43

- (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 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with – (a) section 44 (where the application is made by a tenant) ...

### Section 44

- (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.

<b><i>If the order is made on the ground that the landlord has committed</i></b>	<b><i>the amount must relate to rent paid by the tenant in respect of</i></b>
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed – (a) the rent paid in respect of that period, less (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) In determining the amount the tribunal must, in particular, take into account – (a) the conduct of the landlord and the tenant, (b) the financial circumstances of the landlord, and (c) whether the

landlord has at any time been convicted of an offence to which this Chapter applies.

Housing Act 2004 (“*the 2004 Act*”)

Section 95

- (1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85(1)) but is not so licensed.

Section 263

- (1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.
- (2) In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.
- (3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises – (a) receives ... rents or other payments from ... persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or (b) would so receive those rents or other payments but for having entered into an arrangement ... with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments ...

**Tribunal’s analysis**

29. The Applicant contends a rent repayment order should be made due to their contention that an offence has been committed under Protection from Eviction Act 1977 s 1(2) , (3) or (3A) that is harassment.
30. The Applicant contended that a series of events had over a number of years amounted to harassment. The tribunal considers these in turn.

**Alleged Harassment – rent increase requests**

31. The landlord request for an increase in rent. The landlord offered two consecutive tenancy's the first of three years and the second of two years. Towards the end of each the landlord offered new tenancies but with the offer requiring increased rent. In the first instance this was accompanied by a section 21 Notice. The tribunal appreciates that if a landlord wishes

to increase the rent while offering a new tenancy they can do this by negotiation fails as it did at one point here the landlord in order to obtain their property back in order to seek a new tenant at a higher rent , the landlords needs to gain vacant possession this can only be done lawfully by a section 21 notice. The tribunal finds the first incidence of requesting a higher rent in return for a new contract does not amount to harassment. In the case of the second, the same process has been undertaken from October around 2024, again this is standard market practice, and the tribunal finds this does not amount to harassment.

### **Alleged Harassment – Disrepair**

32. The alleged disrepair. The Applicant cites defects identified from gas and electricity safety checks. The tribunal has heard that the rectification of faults or recommendations from these certificates were carried out in good time after their identification. It is a legal requirement to carry out these tests, specifically in order to detect faults. The rectification of these faults in a timely manner is again good practice, even if the landlord's implied repairing obligations may have been to ensure that the heater be maintained in a working condition. The tribunal finds no evidence of harassment here.
33. The alleged severe mould and damp with structural disrepair. These issues from time to time occur in properties. These may or may not be the result of living conditions of the tenant, the quality of the building or a combination of both. In this case the area of mould that is said to be in the ceiling of a cupboard off the hall was a result of a blocked gully on the flat roof. This is not the fault of the Applicant, nor the Respondent but prompt attention by the Respondent would have mitigated the problem. The tribunal does not agree that the tenant should be responsible for unblocking this. The tribunal finds no evidence of harassment in this area.
34. Both the Applicant and the Respondent agreed that this area under the stairs was liable to shallow but standing water. This has been a long-standing issue. The presence of this fault, and the inability of the freeholder's managing agent to address this, the tribunal finds does not constitute harassment.

### **Alleged Harassment - Rodents**

35. The presence of rodents is an unfortunate and unpleasant feature of occupancy that sometimes occurs. The tenancy agreement notes that treatment of this rests with the tenant. The tribunal finds no evidence of harassment in this area.

### **Alleged Harassment- Lack of Parking**

36. The Applicant contends that car parking was included in the tenancy agreement. Indeed, this is shown by the tenancy agreement noting “parking” included. The Tribunal heard that the Applicant wanted to use the garage as a store, and to use other outside spaces to park. The Respondent had informed the Applicant that regrettable no other spaces were available, because no others were included in the landlord's demise. The tribunal finds no harassment present under this heading of claim.

### **Alleged Harassment- Failure to return Deposit in Full**

37. The Applicant noted that the deposit had not been returned in full. The deposit was held by an appropriate deposit protection scheme. The Respondent had visited the property shortly after the Applicant had vacated and considered the property had not benefited from a professional clean. The Respondent received the check-out report which appeared to confirm this position, so a professional clean costing some £714 was carried out. The Applicant and Respondent agreed to the return of the deposit less the outstanding amount in dispute, which was £714. The outstanding amount went to adjudication under the scheme, where the judgement made ordered that all but £114 should be returned to the Respondent. This was done.
38. The tribunal finds no evidence of harassment under this heading.

### **Tribunal's conclusion**

39. The tribunal has not made any findings of harassment and so, no offence has been committed that necessitate the tribunal to consider making a rent repayment order.



**Name: Richard Waterhouse  
FRICS**

**Date: 16 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.

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).