



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

Case Reference : LON/00AT/HMB/2025/0007

Property : Flat 301, Hive House, Capital
Interchange Way, Brentford, TW8 0SL

Applicant : Rasheedat Aileru

Respondent : Emmanuel Onasan

Representative : R.O.C.K. Solicitors

Type of Application : Application for a rent repayment order
by tenant

Tribunal : Judge Nicol
Mr A Fonka
Mr C Piarroux

**Date and Venue of
Hearing** : 22nd January 2026;
10 Alfred Place, London WC1E 7LR

Date of Decision : 26th January 2026

DECISION

The application for a Rent Repayment Order is refused.

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. On 12th July 2023 the Respondent granted the Applicant a tenancy of Flat 301, Hive House, Capital Interchange Way, Brentford, TW8 0SL. The Respondent regained possession on or about 17th May 2024. The Applicant claims that this was an unlawful eviction and, on 14th March 2025, she applied for a rent repayment order (“RRO”) against the

Respondent in accordance with the Housing and Planning Act 2016 (“the 2016 Act”).

2. The Tribunal issued directions on 1st July 2025. There was a face-to-face hearing of the application at the Tribunal on 22nd January 2026, attended by:
 - Mr Julian Hunt, counsel for the Applicant;
 - Mr T Lester, counsel for the Respondent, accompanied by his instructing solicitor;
 - The Respondent; and
 - Mr Desmond Udi, one of the Respondent’s witnesses.

Non-attendance of Applicant

3. The Applicant did not attend the hearing (neither did she attend the two county court hearings referred to below). Just the day before the hearing, Judge Martynski had refused her request to attend the hearing by video on the grounds that it had been made too late for the Tribunal to make the necessary arrangements and no proof had been given of an inability to attend in person.
4. The Applicant then provided a copy of a letter dated 18th December 2025 from the oral surgery clinic at London North West University Healthcare NHS Trust, located in Ealing and Brent, stating she had an appointment at 10:20am on the day of the hearing. No details were provided of what the appointment was for. The Applicant did not say why she had not raised this with the Tribunal much sooner after 18th December 2025. She also did not mention any efforts to get the appointment moved. Therefore, while the letter provided a reason as to why the Applicant did not attend the hearing, it did not provide an excuse and was not relevant to whether she could attend by video.
5. Mr Hunt explained to the Tribunal that the Applicant had instructed him on a direct access basis just a week earlier. She had paid a fee and had engaged fully with him, including in an online conference on Monday. He had advised her she must attend the hearing and that it was too late to raise the medical appointment. She said she would try to move it.
6. On the morning of the hearing, when the Applicant did not arrive to the Tribunal, Mr Hunt tried to talk to her by phone but was unable to make contact.
7. Mr Hunt did not apply for the hearing to be adjourned but the Tribunal was required in any event under rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to consider whether it was in the interests of justice for the hearing to proceed in the Applicant’s absence. Both counsel made submissions and the Tribunal broke to consider them.

8. The Applicant's role in the hearing would have been limited. She was already represented by counsel who indicated that he would be relying on the documents for most of what he wanted to say. Her principal point that the Respondent had regained possession of the property without first obtaining a warrant of possession (as discussed further below) was not in dispute. Her main bundle of documents included her witness statement which the Tribunal would consider in any event.
9. More significantly, however, the Tribunal is satisfied that she had sufficient opportunity both to attend in person and, alternatively, to apply in good time for an adjournment. She has no good reason, established by evidence, for her failure to do either.
10. On the other hand, both parties had employed counsel and prepared for this hearing. It would represent a considerable waste of time and resources for both parties and the Tribunal for the hearing to be adjourned and without any idea of whether the Applicant would attend any further hearing.
11. The Tribunal concluded that it was in the interests of justice to proceed. The hearing resumed and the Tribunal informed the parties of its conclusion.
12. However, this was not the end of this issue. After the Respondent had given evidence, the Tribunal had a 10-minute comfort break to allow Mr Hunt to try to contact his client again. This time he was more successful. He reported that she had told him she would try to get to the Tribunal by Uber from Hammersmith where she was then located. The hearing continued on the understanding that she would appear in due course and perhaps could give her evidence, albeit out of order.
13. After Mr Udi had given evidence, Mr Hunt reported that he had received further texts from his client indicating that she did not feel up to attending and would be willing to give evidence at the Tribunal's convenience the following week. This time, Mr Hunt applied for the hearing to be adjourned part-heard to hear the Applicant's evidence. The Tribunal broke for lunch early so that it could consider this request.
14. The Tribunal was not satisfied that the Applicant's text communications provided any reason to alter its previous decision to continue. The texts gave no adequate reason why she had changed her mind about attending. The Tribunal is also not able to accommodate parties to give evidence on other random dates. Hearings, and Tribunal members to sit on them, have to be booked months in advance.
15. On the resumption after lunch, the Tribunal informed the parties that the adjournment request had been refused. Mr Hunt then applied for the Applicant to give evidence by video from her location in Surrey. He did not seek to explain why she was now in Surrey rather than in Hammersmith or at the Tribunal. The Tribunal took another short break to consider.

16. The Tribunal made enquiries as to whether it would practically be possible to accommodate the Applicant's request. The Tribunal was located in a room without video facilities but two other hearing rooms with them were now vacant. Initially, there were no staff members available to assist with this. After the hearing resumed, a case officer came to the hearing room to say she could try to set up a video link in about 20 minutes. However, the Tribunal was not satisfied that this was a sufficient guarantee that the link could be set up (it hasn't always worked in the past) and the attempt to set it up and use it would involve significant delay.
17. More significant than the practical issues was that the Tribunal was not satisfied that having the Applicant give evidence by video link was justified. It is generally better that evidence be given in person than by video, particularly where facts are in dispute. There have been problems in the past with witnesses being prompted from off-screen by other persons unknown to the Tribunal, whether in the room with the witness or in contact via another device, or from documents which can't be seen. Therefore, the use of video must be specifically justified. For reasons already given above, the Tribunal is satisfied that the Applicant could and should have attended the hearing in person. There was no good reason for her to give evidence by video instead.
18. For these reasons, the hearing proceeded in the absence of the Applicant.

The Evidence

19. The parties had sent the following documents to the Tribunal:
 - a. A bundle of 122 pages from the Applicant, including an Expanded Statement of Reasons and her witness statement;
 - b. A bundle of 119 pages from the Respondent, including witness statements from the Respondent and two people involved in the management of the property, Mr Joe Watts and Mr Desmond Udi;
 - c. An Applicant's Reply of 34 pages;
 - d. A Respondent's Supplementary Bundle of 33 pages; and
 - e. A Skeleton Argument from Mr Hunt, with authorities attached.
20. Neither the Tribunal nor Mr Lester had seen the Applicant's Reply. After the hearing, the Tribunal found that it had been properly filed with the Tribunal in accordance with the directions. Mr Lester was understandably concerned that it would prejudice his client if the Tribunal read it without his having the opportunity to comment on it. However, the Tribunal did read it and is satisfied that the contents do not affect the Tribunal's final conclusions.
21. As referred to above, the Tribunal heard live evidence from the Respondent and Mr Udi who were subject to cross-examination from Mr Hunt. Mr Watts was unable to attend the hearing but, like the Applicant herself, the Tribunal took into account his witness statement while taking into account that it was hearsay and, thereby, could not carry the same weight.

The offence

22. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicant alleged that the Respondent was guilty of unlawful eviction contrary to section 1(2) of the Protection from Eviction Act 1977 (“the 1977 Act”):

If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

23. On 15th March 2024 DJ Ross, sitting at Brentford County Court granted the Respondent an order, on mandatory grounds, for the Applicant to give possession of the property on or before 29th April 2024. He also ordered the Applicant to pay £30,800 in rent arrears and costs of £355.
24. The Applicant had not attended the court hearing nor an earlier one on 5th January 2024. As far as the Tribunal is aware, she has not sought to explain her absences at any time. She has not applied to set aside the order on the basis that it was made in her absence, as she would have been permitted to do under rule 39.3(3) of the Civil Procedure Rules. Mr Hunt said she had attempted to file an appeal but it is noteworthy that this is not mentioned anywhere in the Applicant’s documents provided to the Tribunal.
25. The Applicant did complain that she wasn’t given keys to a postbox at the property so that she could not get mail from the court. The Respondent explained that the original let was for just two months while he was away on holiday and so she did not need to use the postbox. In any event, the property benefits from a concierge service and all mail was available from the concierge.
26. More importantly, the Tribunal is satisfied on the evidence that the Applicant never resided at the property, taking into account the following matters:
- (a) The rent for the original two months of the let was paid up-front, before the tenancy started, in two instalments. The Applicant did not pay a single penny in rent after the commencement of the tenancy. At the start of the tenancy, the Respondent’s agents were Dexters. The Applicant did not respond to requests for payment of the rent from Dexters or, later, from Mr Udi, let alone provide any explanation for her non-payment.
 - (b) The Applicant was never seen at the property by those who would have expected to see her there, namely the concierge, Mr Watts (who was the Development Manager for the property and the concierge’s line manager) and Mr Udi. In her witness statement, the Applicant said she “and her family” lived at the property but no family members were ever seen.

- (c) However, all three met and had interactions with a man who identified himself as “Chidi” or “Chilly”. He clearly lived at the property as he answered the door to them and to the police and was seen around the building. Mr Watts even gained the mistaken impression at first that Chidi owned the property. At no time has the Applicant commented on this Chidi or who he might be. She has not asserted that he is a family member or other lawful occupier.
- (d) At the start of the tenancy, a phone number was provided to Dexters for contact with the Applicant. Chidi was the only person who ever answered it.
- (e) Dexters received complaints about extensive disrepair at the property. The Applicant’s bundle also contained a complaint to the local authority about conditions in the property. This was surprising as the property is a new-build and the check-in inventory showed the property as in excellent condition. Nevertheless, Dexters requested to inspect the property. Emails from glimpshot@gmail.com with the Applicant’s name at the end were received refusing access – an email dated 29th November 2023 even asserted that access would only be through a court order, despite the landlord’s rights of access under the tenancy agreement being pointed out in the correspondence. This did not make sense. If the complaints were genuine, of course the Respondent’s agents would need access in order to address them. The Tribunal cannot imagine any reason why access would be refused other than to hide the living arrangements from the Respondent.
- (f) By email dated 1st December 2023, Dexters emailed glimpshot@gmail.com stating that they were no longer retained as the Respondent’s managing agent and directing enquiries to Mr Udi. Mr Udi took over and sent his own email requesting his own access for inspection. He was also refused, equally without any discernible reason other than to hide matters from him.
- (g) Mr Udi was concerned that the Applicant was nowhere to be seen, nor had anybody had any direct access with her, while an unknown individual was present in the property. When Mr Udi went to the property and Chidi answered the door, Chidi was aggressive and abusive. That is why Mr Udi asked for the police to visit for a welfare check. If Chidi were connected to the Applicant in some way, the Tribunal would have expected him to inform the Applicant as to what was happening so that she could put the Respondent and his agents right on what the true situation was – there was never any such communication.
- (h) Mr Udi suspected that the various emails purporting to be from the Applicant in fact came from Chidi. In particular, on one occasion he spoke to Chidi on the phone and very shortly after received an email purporting to be from the Applicant which was expressed in almost precisely identical terms. In his evidence, Mr Udi characterised the email as a “verbatim” version of the phone call. On balance, the Tribunal is satisfied that Mr Udi’s suspicions are correct, at least in relation to the majority of the emails, if perhaps not all of them. Three letters dated 20th and 24th May and 3rd June 2024, purportedly from the Applicant, demanding access to the property and the return of her belongings allegedly left behind were also included in the Applicant’s bundle. There could not have been any response because the Respondent had left the

- property to which the letters had been addressed but the more significant point to note is that the Applicant could have sent the letters to the Respondent's solicitors or Mr Udi but did not do so. No evidence was provided as to when the letters were actually written or sent. The Tribunal is not satisfied that they were written or sent on or around the dates they bear and believes they were created to support the current application, not for the purposes of re-entry or retrieving any belongings.
- (i) Despite claiming to have been deprived of her belongings left in the property, the Applicant has never made any efforts to specify what she says she lost.
27. The Respondent and Mr Udi fully expected the Applicant to comply with the possession order. The Respondent has been a landlord for at least 16 years and currently rents out two other properties. This was the first occasion in which he had had to issue legal proceedings, with all his past tenants having left voluntarily, whether in response to a notice or not. Mr Udi has about 11 years' experience as a property manager and now works through his own company. He has been involved in some legal proceedings to evict tenants but his experience is also that most tenants leave when it is their time to do so.
28. However, despite being fully aware of the possession order, the person purporting to be the Applicant indicated that they did not intend to leave. In her documents, the Applicant pointed out that a landlord should get a warrant in order to get bailiffs to evict a tenant who would not comply with a possession order. She appeared to equate this with her being in the right if she refused to give up possession until the bailiffs came round. She is mistaken. Some people find that the only alternative to acting in this way is homelessness – local authorities are notoriously and frequently wrong in asserting that they will only provide homelessness services after a tenant has been physically evicted. The Applicant does not claim to be in that position. A warrant is part of an enforcement process for an existing court order. A person who has the benefit of a court order is entitled to expect the person at whom it is directed will comply without the need for any enforcement process. The Applicant did not assert any justification for her behaviour beyond a legal ability to be able to keep possession until bailiffs knocked on the door.
29. The Respondent had no rental income from the property and had no choice but to seek a warrant of possession. He instructed his solicitors to obtain one. When the county court told them they could not have a bailiff's appointment until October, they applied to transfer enforcement to the High Court. The Applicant submitted her own application to have the Respondent's application dismissed.
30. Before the transfer application could move forward, Mr Watts informed the Respondent that Chidi had told the concierge he was moving out. This was confirmed when some belongings were seen out by the bins. The Respondent went to the property with Mr Watts on 14th May 2024. When they got no response to a knock on the door, they used the Respondent's key to enter. Mr Udi was brought into their subsequent

inspection by video (Mr Udi said this was on 13th May but he appears to have been mistaken). The inspection was also recorded on video. All 3 witnesses and the videos confirm that the property was empty. The only belongings present were the furniture provided by the Respondent with the tenancy. The Tribunal is satisfied that no-one was in occupation at this time.

31. Mr Hunt pointed to a significant number of emails in which the author, purporting to be the Applicant, indicated, often in assertive and legalistic language, that the Applicant was intending to continue the tenancy (although none of the emails mentioned actually paying any rent). This included applications for parking consents in November 2023 and February 2024 and an allegation that the Respondent and Mr Udi attempted to enter the property without permission in March 2024. The Applicant also asserted in her witness statement that she was only away temporarily when the Respondent regained possession.
32. Mr Hunt asserted that these matters meant that the Respondent was obliged to get a warrant and that he had taken matters into his own hands because he wasn't prepared to wait to recover possession. The Tribunal rejects these submissions.
33. The Tribunal is satisfied that, not only did the Applicant never live at the property but no-one was in occupation when the Respondent regained possession. Therefore, the Applicant was never a residential occupier within the meaning of section 1 of the 1977 Act and Chidi was not one by the time the Respondent regained possession. Neither of them were deprived of occupation of the property because they didn't have it. Not only did the Respondent have reasonable grounds to believe that this was the case, it actually was the case.
34. For these reasons, the Tribunal is satisfied that it does not have the power under section 43(1) of the 2016 Act to make a RRO on this application and it must be dismissed.
35. For the sake of completeness, the Tribunal is further satisfied that, even if it were wrong about the Applicant's occupation of the property, it would not have been appropriate to award a RRO, or to quantify the amount of the RRO as anything more than £0. On her own case, the Applicant held over for 8 months from a 2-month short let rent-free, refused to comply with a court order and, in return, expected to see the return of the only rent she had ever paid. This is not acceptable conduct.

Name: Judge Nicol

Date: 26th 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).

Appendix of relevant legislation

Protection from Eviction Act 1977

Section 1 **Unlawful eviction and harassment of occupier**

- (1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.
- (2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.
- (3) If any person with intent to cause the residential occupier of any premises—
- (a) to give up the occupation of the premises or any part thereof; or
 - (b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;
- does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.
- (3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—
- (a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
 - (b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,
- and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.
- (3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.
- (3C) In subsection (3A) above “landlord”, in relation to a residential occupier of any premises, means the person who, but for—
- (a) the residential occupier's right to remain in occupation of the premises, or
 - (b) a restriction on the person's right to recover possession of the premises,
- would be entitled to occupation of the premises and any superior landlord under whom that person derives title.
- (4) A person guilty of an offence under this section shall be liable—
- (a) on summary conviction, to a fine not exceeding the prescribed sum or to imprisonment for a term not exceeding 6 months or to both;
 - (b) on conviction on indictment, to a fine or to imprisonment for a term not exceeding 2 years or to both.

- (5) Nothing in this section shall be taken to prejudice any liability or remedy to which a person guilty of an offence thereunder may be subject in civil proceedings.
- (6) Where an offence under this section committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of, any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity, he as well as the body corporate shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
 - (a) repay an amount of rent paid by a tenant, or
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “*an offence to which this Chapter applies*” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

Act	section	general description of offence
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

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if —
 - (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
 - (b) the offence was committed in the period of 12 months ending with the day on which the application is made.
- (3) A local housing authority may apply for a rent repayment order only if—
 - (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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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
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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
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- (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.