



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

Case Reference : **CAM/22UB/HMK/2025/0609**

Property : **4 Clayburn End, Basildon, SS14 1QA**

Applicant : **Ben Kember**

Representative : **Edward Phillips of Justice for Tenants**

Respondent : **Mehedi Khanum Mithila**

Representative : **MD Hasan**

Type of Application : **Application by Tenant for rent repayment order. Sections 40,41, 43 & 44 of the Housing and Planning Act 2016**

Tribunal : **Judge Bernadette MacQueen
Judge Wendy Banks
Ian Perry, BSc (EST MAN) FRICS**

Date of Decision : **26 January 2026**

DECISION

DECISION

1. The Tribunal finds that it does not have jurisdiction to make a Rent Repayment Order (RRO) as it is not satisfied that the Respondent was the landlord.
2. The Tribunal sets out the reasons for its decision below.

Background

3. On 9 April 2024, the Applicant made an application for a Rent Repayment Order (RRO) under section 41 of the Housing and Planning Act 2016 (the Act) in relation to 4 Clayburn End, Basildon, SS14 1QA (the Property).
4. The Applicant sought a RRO for the period of 10 November 2023 to 10 April 2024 (the Relevant Period). The Applicant alleged that throughout the Relevant Period, the Property was occupied by at least five people living in two or more separate households, sharing basic facilities and occupying the Property as their main residence. It was therefore the Applicant's position that the Respondent had committed an offence under section 72(1) Housing Act 2004 namely of having control or management of a house in multiple occupation which was required to be licensed but was not so licensed.

The Hearing

5. The Hearing took place via Cloud Video Platform (CVP). The Applicant attended and was represented by Edward Phillips of Justice for Tenants. The Respondent appeared and was represented by MD Hassan. MD Hassan confirmed that he was the agent for the Property. The Respondent confirmed that she was not feeling well but was content for the hearing to continue. She declined to give oral evidence or be cross

examined but confirmed that she would be represented by MD Hassan and that Mohammed Rahman would also speak on her behalf.

6. The Tribunal heard oral evidence from the Applicant and, on behalf of the Respondent, from MD Hassan (known as Riz) and Aminat Oyelola Lamina.

Documents before the Tribunal

7. The Tribunal had before it the Applicant's bundle, which consisted of 117 pages, the Respondent's bundle which consisted of 132 pages, of which pages 16 to 132 were a duplicate copy of the Applicant's bundle, and the Applicant's reply bundle which consisted of 20 pages.
8. The Directions made on 23 July 2025 provided that the Respondent was to provide her bundle to the Applicant and the Tribunal by 24 September 2025. However, the Respondent's bundle was not received by the Applicant and the Tribunal until 17 November 2025.
9. The Applicant, as he was permitted to by the Directions, provided a reply; however, this was not sent until the morning of the hearing.
10. The Respondent told the Tribunal that the reason why her documents were not produced on time was because she had been unwell. Further, it was the Respondent's position that the address used for her by the Applicant was not the correct address and so there had been a delay in her receiving the Applicant's documents.
11. In reply the Applicant stated that the documents should have been submitted by 24 September 2024. The submission of the documents so long after the deadline did not tally with the Respondent being unwell.
12. The Applicant confirmed that he had provided a reply to the Tribunal and that this was provided late as he did not receive the Respondent's bundle in accordance with the Directions.

13. The Respondent confirmed that she had received the Applicant's reply documents.
14. Additionally, the Respondent made an application for the HM Land Registry official copy of the register of title for the Property to be included in the documents before the Tribunal. The Applicant's bundle did not contain this even though this was required by the Directions given by the Tribunal. The official copy of the register of title that was included within the Applicant's bundle (pages 37 to 39) was for the Property known as 223 Prince Regent Lane which was not the Property that was the subject of this application. It would appear that the Applicant had used this address because it was an address given within a document which was marked "details of occupation/tenancy agreement" (page 34 of the Applicant's bundle). However, there was no dispute that this application related to the Property known as 4 Clayburn End, Basildon, SS14 1QA.
15. The Applicant confirmed that he had no objection to the HM Land Registry official copy of the register of title for the Property being before the Tribunal.

Tribunal Decision – Late Documents

16. The Tribunal allowed the HM Land Registry official copy of the register of title for the Property to be admitted in evidence. The Tribunal was satisfied that both parties agreed to its inclusion and that it was a relevant document for the Tribunal to consider. The Tribunal had, by its Directions dated 23 July 2025, provided that the Applicant's bundle must include "the official copies of the freehold title and any leasehold title to the Property" (paragraph 4(e) of the Tribunal's Directions, page 21 of the Applicant's bundle).
17. Whilst the Tribunal was disappointed to note that the Respondent's bundle had not been provided until 17 November 2025, and that an application for an extension of time to submit late documents had not been made, the Tribunal accepted the Respondent's position that she

had been unwell and that she had not received the Applicant's documents when they were initially sent. The Tribunal was satisfied that the Applicant had had the opportunity to consider the Respondent's bundle and had provided a reply. The Tribunal was therefore satisfied that there was no prejudice to the Applicant with the Respondent's bundle being before the Tribunal.

18. In reaching this decision, the Tribunal considered The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and in particular Rule 3(2)(c) which provides that to deal with cases fairly and justly includes ensuring, so far as practicable, that the parties are able to participate fully in the proceedings.
19. The Tribunal also allowed the Applicant's reply to be before the Tribunal. Whilst this reply had only been served on the morning of the hearing, the reply consisted of 20 pages made up of a short statement (two pages), an extract from Companies House and a further witness statement from the Applicant.
20. In order to allow the Tribunal and the Respondent time to read the documents, the Tribunal delayed the start of the hearing. Additionally, the representative for the Applicant sought to rely on three cases not previously referred to or provided to the Tribunal or the Respondent. These were *Kaszowska v White [2022] UKUT 11 (LC)*, *Shah & TSMB v McLaughlin and others [2024] UKUT 69 (LC)* and a First-tier Property Tribunal case heard under reference LON/00AU/HMF/2023/0273. In relation to the third case listed, the Tribunal noted that this was not binding on the Tribunal as it was a First-tier Tribunal decision.
21. After copies of these decisions were emailed to the Tribunal and the Respondent, the Tribunal adjourned the hearing so that the additional documents and decisions could be read.

Identity of the Respondent

22. The first issue the Tribunal needed to determine was the identity of the Respondent. It is clearly established that a RRO can only be made against the immediate landlord of the tenant who had made the application and who had paid the rent which was sought to be recovered. (Section 40(1) and (2) of the Housing and Planning Act 2016 and *Kaszowska v White [2022] UKUT 11 (LC)*).
23. It was not disputed that the Property was owned by Greengate Property Ltd. The HM Land Registry office copies before the Tribunal showed that the Property was registered under title number EX153775 and further recorded that on 9 October 2023 “Greengate Property Ltd of 27 Crofton Road, London, E13 8QT and of mehedimithila@gmail.com” were registered as the proprietor.
24. Further, it was not disputed that the copy of the Companies House record that was before the Tribunal showed that the Respondent was the sole director of Greengate Property Ltd.
25. It was also not disputed that the rent paid by the Applicant was paid to Greengate Property. The Applicant produced at page 35 of the Applicant bundle a bank statement showing payments of rent made to Greengate Property.
26. However, Greengate Property Ltd was not a party to these proceedings. Mehedi Khanum Mithila, the sole director of the company, was the only Respondent.
27. It was therefore necessary for the Tribunal to determine whether the Respondent was the immediate landlord of the tenant who had made the application and who had paid the rent which was sought to be recovered.
28. The Applicant told the Tribunal that the Applicant had found the Property listed on Gumtree, with a telephone number for “Mohammad”. The Applicant confirmed that he had telephoned Mohammad on 6

November 2023, and during this call, he was provided with the telephone number of a person who was described to the Applicant as Mohammad's "business partner (Riz)". Riz was described to the Applicant as living "more local to the Property". The Applicant stated that he contacted Riz on the same evening to arrange a viewing of the Property and moved into the Property on 10 November 2023. This account was not challenged by the Respondent.

29. The Applicant further told the Tribunal that when he moved into the Property, he was not provided with a tenancy agreement, despite asking for one. Within the Applicant's reply bundle, he had included, at page 15, WhatsApp messages sent on 21 November 2023 between himself and "landlord" in which the Applicant had asked when he would receive a tenancy agreement. The answer provided by the landlord was:

"You have taken a room only. So can't have a full tenancy agreement. If you need a simple document for your records, we can provide."

30. The Applicant messaged the "landlord" again on 27 November 2023 to ask if the tenancy document has been created yet. The reply from the "landlord" was "Will do soon something for you. Thanks."
31. The name of the landlord who was answering these text messages was not shown; however, within the Applicant's bundle, the Applicant had produced a transcript of a WhatsApp group chat for the Property (pages 93 to 115 of the Applicant's bundle). In this group chat Rahman Mohammed was called the "Landlord" and Riz was called "Landlord Business Partner".
32. The Applicant's evidence to the Tribunal was that it was not until 28 March 2024 that he was provided with a tenancy agreement and that this tenancy agreement was produced once Basildon Council began inspecting the Property.

33. A copy of this one page “tenancy agreement” was at page 34 of the Applicant’s bundle. However, the “tenancy agreement” was less than clear. It was a one-page document that had in type at the start the landlord’s name as “Mohammad Rahman”. The property address was stated as “223 Prince Regent Lane, London, E13 8SD” which clearly was not the address of the Property. The document then confirmed that the Applicant was the tenant and stated that the rent was £650 payable on the 1st and that the minimum duration was 6 months. Against the words “tenant’s signature”, there was a signature, but this appeared to be crossed through. The Applicant’s evidence to the Tribunal was that the tenancy agreement contained a signature when it was sent to him, but that he had not signed the agreement.
34. At the place marked “landlord signature” at the bottom of the document the name “Mehedi Mithila” was written in pen. The Tribunal did not have the benefit of hearing oral evidence from the Respondent but MD Hassan submitted on her behalf that this was not the Respondent’s signature. The Respondent did not give oral evidence to the Tribunal and did not deal with this point in her written statement. The Tribunal therefore finds that Mehedi Mithila has either signed the agreement or someone else has entered her name, but, in either case, the capacity in which her name was entered is not clear.
35. Whilst the Tribunal does not accept that this document showed that Mohammed Rahman was the landlord, the Tribunal is also not satisfied that this document showed that the Respondent was the landlord. The “tenancy agreement” relates to a different property, and identifies two different people as landlord.
36. A further document that the Tribunal was asked to consider in order to determine whether the Respondent was the immediate landlord was a proforma from Basildon Environment Health Service (page 13 of the Respondent’s bundle). The purpose of the form was for details about ownership and occupation of properties to be given. However, the box where the landlord/managing agent details should have been entered

and the box where the owner's details should have been entered were left blank. The only section that had been completed showed the number of bedrooms, occupants and households at the Property. This form had been signed by Mehedi Khanum Mithila but the capacity in which she had signed was not given.

37. The Tribunal considered *Shah & TSMB v McLaughlin and others [2024] UKUT 69 (LC)*. The Applicant submitted that the facts of this case were very similar to the present case. Specifically, in that case the Tribunal made an RRO against a director rather than the company. However, the finding of fact that the Tribunal made in that decision was that Mr Shah was the landlord. For the reasons set out above, this Tribunal does not make a finding that the Respondent is the immediate landlord.
38. The Tribunal therefore does not have sufficient evidence before it to be satisfied that the Respondent was the immediate landlord of the tenant who had made the application and who had paid the rent which was sought to be recovered.
39. The Tribunal considered section 251(1) of the Housing Act 2004 which provides that a person who is found to have consented to or connived in the commission of an offence by a company of which they were a director, is themselves guilty of an offence and is "liable to be proceeded against and punished accordingly". However as set out above, section 40(2) only permits a RRO to be made against an immediate landlord, and, as stated above, the Tribunal has insufficient evidence before it to be satisfied that the Respondent was the immediate landlord.
40. The Tribunal determines that it does not have jurisdiction to make a RRO against the Respondent.

Name: Judge Bernadette MacQueen

Date: 26 January 2025

ANNEX – RIGHTS OF APPEAL

1. 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 at the Regional Office which has been dealing with the case.
2. 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.
3. If the application is not made within the 28-day time limit, such application must include a request to 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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie 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.