



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

**Case Reference** : **MAN/ooBN/HMF/2024/0048**

**Property** : **10 Larke Rise, Manchester M20 2UL**

**Applicant** : **Jonas Weselake-George**

**Respondent** : **HomeshareUK Property Management Limited**

**Representative** : **Christopher Holder**

**Type of Application** : **Housing and Planning Act 2016 – Section 41(1)**

**Tribunal Members** : **Tribunal Judge C Wood  
Tribunal Member J Elliott**

**Date of Decision** : **13 January 2026**

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**DECISION**

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## **Decision**

1. The Tribunal orders the Respondent to pay £4144.56 to the Applicant by way of a rent repayment order.

Payment shall be made by the Respondent to the Applicant within 28 days of the date of this Order.

2. Pursuant to Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, (“the Rules”), the Tribunal orders the Respondent to pay £110 to Applicant in reimbursement of the application fee.

## **Background**

3. By an application dated 19 September 2024, (“the Application”), the Applicant applied to the Tribunal for a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016.
4. Pursuant to the Directions dated 26 September 2025, the Applicant made written submissions in advance of the video hearing scheduled for 13 January 2026 at 12:00.
5. The Respondent failed to comply with the Directions and an order barring it from further participation in the proceedings was issued dated 4 December 2025, (the Order”).
6. Copies of the Order were also sent to the Respondent’s named representatives, Christopher Holder and Marianne Holder. By an email dated 6 January 2026 to the Tribunal, Marianne Holder stated that Christopher Holder is the Respondent’s sole representative.
7. The Applicant requested the Tribunal to consider determining the Application as a paper determination. It was agreed that this would be dealt with as a preliminary issue at the outset of the hearing.
8. The Applicant attended the hearing.

## **The Law**

9. The provisions of the Housing and Planning Act 2016, (“the 2016 Act”), so far as relevant, are as follows –

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 ...

(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.

The relevant offences in this matter are:

	Act	section	General description of offence
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
6	Housing Act 2004	Section 72(1)	control or management of unlicensed HMO

Section 41 provides –

(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 provides -

(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); ...

Section 44 provides—

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	the amount must relate to rent paid by the tenant in respect of 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.

10. The relevant sections of Section 1 of the Protection from Eviction Act 1977, (“the 1977 Act”), provide as follows:

(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.

11. Section 30(1) of the Housing Act 2004, (“the 2004 Act”), provides as follows:

(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

12. Section 72(1) of the Housing Act 2004, (“the 2004 Act”), provides as follows:

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

(2) ...

(3) ...

(4) ...

(5) In proceedings against a person for an offence under subsection (1)...it is a defence that he had a reasonable excuse-

(a) for having control of or managing the house in the circumstances mentioned in subsection (1)...

## **Evidence**

### The Applicant's Case

13. In the Application, the Applicant sought a rent repayment order in respect of the Property by reason of the commission of offences by the Respondent under s 1(2),(3A) and/or (3B) of the 1977 Act, and/or s30(1) and s72(1) of the 2004 Act.
14. The Applicant's statement of case includes the following information:
  - 14.1 a copy of the licence to occupy agreement, ("the Licence"), which includes the following provisions:
    - (1) the initial licence period is from 1 November 2023 to 30 January 2024;
    - (2) the basic licence fee of £803.85 includes the following taxes/utilities: council tax, gas, electricity and water with a winter fuel supplement of £2 per day between October -March together with the services listed in the Basic Serviced Agreement (at a cost of £3 per week) and the services in the Basic Media Package (at a cost of £5 per week) which includes TV, TV licence and fair usage broadband;
    - (3) the 1<sup>st</sup> payment of £2610.55 represents the 1<sup>st</sup>, 2<sup>nd</sup> and last month's licence fee and a payment of £199 in respect of a damage insurance guarantee;
  - 14.2 information regarding payments made by the Applicant between 31 October 2023 and 1 May 2024 showing the 1<sup>st</sup> payment of £2610.55 on 31 October 2023, and then monthly payments of £199.57 between 30 January 2024 and 1 May 2024;
  - 14.3 the payment of £199.57 on 28 February 2024 was reversed on the same date;
  - 14.4 information in the form of screenshots of messages between Christopher Holder and the Applicant, and the Applicant and Manchester City Council regarding the problems experienced by the Applicant with the provision of hot water and heating at the Property, together with photographs of 5 of the 6 bedrooms at the Property;
  - 14.5 a witness statement dated 22 August 2025 from Eva Gillies, Neighbourhood Compliance Officer with the Council, stating that:

- (1) no valid mandatory HMO licence application has been received for the Property since 12 May 2022 and there is no HMO licence in force as at the date of the statement;
- (2) a licence application for the Property was submitted on 23 January 2023 but was not supported by satisfactory gas, electrical and fire detection certificates and repeated requests to provide the information were not met;
- (3) Christopher Holder was convicted on 14 December 2023 for the failure to hold an HMO licence for the Property; and,

14.6 copy of a notice dated 9 September 2025 in the London Gazette relating to the striking-off and/or dissolution of the Respondent.

15. The Applicant confirmed that he has no recourse to public funds and has not been in receipt of Universal Credit at any time during the period in question (or at all).

16. In the event of a rent repayment order being made, the Applicant seeks an order by the Tribunal under Rule 13(2) requiring the Respondent to reimburse him with the application fee.

### **Reasons**

- 17. A video hearing was scheduled for 12 noon on Tuesday 13 January 2026 @ 12:00 at which it had been previously agreed it would be determined as a preliminary issue whether a hearing was necessary or whether the Application could be determined as a paper determination.
- 18. The Applicant was in attendance. The Respondent had failed to comply with the Directions and had been barred from further participation in the proceedings by an order dated 4 December 2025. Other than an email from Marianne Holder stating that Christopher Holder was to be regarded as the Respondent's sole representative, there had been no response from the Respondent/its representative.
- 19. Whilst acknowledging that it was unusual not to determine an application of this kind following a hearing, in the circumstances, the Tribunal considered that it was appropriate to determine the Application "on the papers". In particular, the Tribunal noted the lack of any contact/communication from the Respondent (including its failure of compliance with directions) and the Applicant's evidence

to the Tribunal regarding the possible striking-off/dissolution of the Respondent raising doubts as to the Applicant's recovery of the hearing fee.

20. The Tribunal told the Applicant that, whilst it was unable to order a refund of the hearing fee, it would recommend that such a refund was made.

### **Determination whether to make a rent repayment order**

21. In determining whether to make a rent repayment order, the Tribunal must be satisfied, beyond reasonable doubt, that the Respondent has committed a relevant offence(s).
22. In the Application, the Applicant cited offences under s1 of the 1977 Act, and under s30 and s72 of the 2004 Act.

### **Sections 1(2), (3) and (3A) of the 1977 Act**

23. The Tribunal is satisfied as follows:
  - 23.1 there is no evidence that the Applicant was sharing accommodation with the landlord and/or a member of the landlord's family. Section 1(3A) of the 1977 Act is not relevant accordingly;
  - 23.2 there is no evidence that the Respondent has unlawfully deprived, or attempted to unlawfully deprive the Applicant of his occupation of the Property or any part thereof and therefore of the commission of an offence by the Respondent under s1(2) of the 1977 Act; and,
  - 23.3 the evidence relating to the lack of adequate hot water and/or provision of adequate heating to the Property constitutes the withdrawal and/or withholding of services "reasonably required for the occupation of the premises as a residence".
24. To constitute an offence under s1(3), the Tribunal notes that the withdrawal/withholding must be persistent. The Tribunal refers to an email dated 2 January 2024 from the Applicant to Eva Gillies at Manchester City Council which appears to have been sent following an inspection of the Property by the Council and in which the Applicant suggests that the problems with the heating and the hot water have been resolved, as follows:
  - 24.1 "...but the fact that the built in heaters now work has largely solved the problems with the heat"; and,

24.2 “He then increased the time that the water heater was on...”.

25. The Tribunal further notes that, in the same email the Applicant refers to the Respondent “now moving to evict me on the 30<sup>th</sup>”.

26. The Tribunal finds that there is insufficient evidence of a “persistent” withdrawal/withholding of services. Further, as the Applicant believed that the Respondent was pursuing his eviction notwithstanding the remedial action taken in respect of the services, there is insufficient evidence that the withdrawal/withholding of such services was intended to cause the Applicant to give up occupation of the Property and/or exercise any right in respect of the Property.

27. The Tribunal finds that there is insufficient evidence that the Respondent has committed an offence under s1(3) of the 1977 Act.

### **Section 30(1) of the 2004 Act**

28. The Tribunal is satisfied that the Applicant has failed to produce evidence of the Respondent having failed to comply with the terms of an improvement notice within s30(1) of the 2004 Act.

### **Section 72(1) of the 2004 Act**

29. The Tribunal finds that:

29.1 in respect of the Property, the Respondent is “a person having control” of the Property at the relevant time, as that term is defined in s263(1) of the 2004 Act. In particular, the Applicant has provided evidence that payment of the licence fees was made to the Respondent;

29.2 having regard to the evidence of the Council’s officer, Eva Gillies, in her witness statement dated 22 August 2024, the Tribunal finds as follows:

(1) a mandatory HMO licence was required for the Property; and,

(2) no licence was in force for the Property during the relevant period.

30. The Tribunal is satisfied beyond reasonable doubt that the Respondent has committed an offence under s72(1) of the 2004 Act.

**Has the Respondent established a reasonable excuse defence under section 72(5) of the 2004 Act?**

31. The Respondent has provided no evidence to the Tribunal in respect of the Application including, without limitation, on whether it has a reasonable excuse defence to the offence.

**Decision to make a rent repayment order**

32. The Tribunal finds that:

32.1 the offence was committed in the period of 12 months ending with the day on which the Application was made on 19 September 2024; and,

32.2 the relevant period in respect of which rent was paid does not exceed 12 months and is a period during which the Respondent was committing the offence.

33. The Tribunal determines that it is appropriate to make a rent repayment order in favour of the Applicant.

**Amount of the rent repayment orders**

34. Guidance on how the Tribunal should approach quantification of the amount of a rent repayment order has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and also in *Acheampong v Roman* [2022] UKUT 239.

35. In *Williams v Parmar*, the Chamber President said that when quantifying the amount of a rent repayment order:

“A tribunal should address specifically what proportion of the maximum amount of the rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.”

36. In *Acheampong v Roamn*, Judge Cook said as follows:

“ *Williams v Paramar* did not say in so many words that the maximum amount will be ordered only when the offence is the most serious of its kind that could be

imagined; but it is an obvious inference both from the President's general observations and from the outcome of the appeal that an order in the maximum possible amount would be made only in the most serious of cases or where some other compelling and unusual factor justified it. It is beyond question that the seriousness of the offence is a relevant factor – as one would expect from the express statutory provision that the conduct of the landlord is to be taken into consideration. If the tribunal takes as a starting point the proposition that the order will be for the maximum amount unless the section 44(4) factors indicate that a deduction can be made, the FTT will be unable to adjust for the seriousness of the offence (because the commission of an offence is bad conduct and cannot justify a deduction). It will in effect have fettered its discretion. Instead the FTT must look at the conduct of the parties, good and bad, very bad and less bad, and arrive at an order for repayment of an appropriate proportion of the rent.”

37. She then said that the following approach will ensure consistency with previous legal authorities:
  - “a. Ascertain the whole of the rent for the relevant period;
  - b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
  - c. Consider how serious this 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 compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
  - d. 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).”

38. Those two decisions are binding on the Tribunal and are borne in mind when calculating the amount of the rent repayment order to be made in this case.

### **Maximum amount of rent repayment order**

39. The Tribunal determines that the maximum amount of the rent repayment order is to be calculated having regard to the following findings:

39.1 as the licence fees include council tax, gas, electricity and water charges, a deduction needs to be made to account for them. No evidence was provided by the Applicant and/or the Respondent about the amount of these charges. In such circumstances, it is incumbent on the Tribunal to make an informed estimate of the charges. The Tribunal determines that a deduction of £17.30 per week is reasonable for these charges;

39.2 further amounts of £3 per week and £5 per week need to be deducted from the licence fees in respect of the Basic Serviced Agreement and the Basic Media Package, both of which it is stated in the Licence are included in the licence fees. However, a further adjustment needs to be made in respect of the Basic Media Package as the Tribunal accepts the Applicant's evidence that no TV licence was provided for the Property. This results in a net deduction of £4.45 per week from the licence fees;

39.3 the first licence fee payment also includes a payment of £199 in respect of a damage insurance guarantee. As this does not constitute a payment for rent, the amount of this payment is deducted; and,

39.4 whilst the Licence states that the first payment relates to the 1<sup>st</sup>, 2<sup>nd</sup> and the last month's rent, the Tribunal finds that the Applicant's evidence shows that the first payment was actually applied in payment of the 1<sup>st</sup> 3 months' rent, ie for the period from 1 November 2023 – 29 January 2024.

### **Seriousness of the offence**

40. Any failure of compliance with the law should be taken seriously. Whilst the failure to obtain a licence may not be considered as serious an offence as, for example, the offences in rows 1 and 2 of the table in section 41, the failure in this case relates to the requirement for a mandatory HMO licence where the Property is a 6-bedroomed HMO. The Applicant's evidence appears to show that at least 5

of the 6 bedrooms were available for occupation during the relevant period by presumably 5 unrelated households.

41. The Applicant's evidence also supports concerns having been raised by the Council regarding the safety/carrying out of required checks on the gas and electrical supplies at the Property and the adequacy of the fire detection installation.
42. As such the Tribunal considers that it is appropriate to consider that the seriousness of the offence warrants the making of a rent repayment order of 85% of the rent paid for the relevant period, subject to further adjustment having regard to the remaining s44(4) factors, which are:
  - 42.1 the conduct of the landlord and the tenant;
  - 42.2 the financial circumstances of the landlord; and,
  - 42.3 whether the landlord has ever been convicted of another relevant offence.

### **Conduct of the Landlord**

43. The Tribunal accepts the Applicant's evidence comprising copy emails/WhatsApp messages of issues relating to the withdrawal/withholding and/or inadequacy the heating and hot water at the Property. The Tribunal determines that this is conduct to be taken into account in its determination of the rent repayment order.

### **Conduct of the Applicant**

44. The Tribunal notes that because of the reversal of the payment made on 28 February 2024, the Applicant failed to make payment of the licence fee due on that date and has provided no explanation for this failure. In addition, as the licence fee includes amounts for council tax and utilities and other services, this means that the Applicant did not make any payment towards these services for this week. In accordance with the Upper Tribunal decision in *Marek and Kahari Kowalek v Hassanein* [2021] UKUT 143, the Tribunal notes that a tenant's failure to pay rent should be regarded as a serious breach of their obligations under their tenancy agreement. Although the failure was in respect of a limited period, in the absence of any explanation, the Tribunal finds that this is conduct to be taken into account in its determination of the rent repayment order.

### **Financial circumstances of the Respondent/landlord**

45. The Tribunal finds that there is no independent evidence before it from the Respondent as to its financial circumstances which should be taken into account in its determination of the rent repayment order. It notes the information provided by the Applicant regarding notification of the intended striking-off and/or dissolution of the Respondent but is unaware if this has occurred.

### **Conviction of relevant offence**

46. The Tribunal notes that the evidence of Eva Gillies relates to the conviction on 14 December 2023 of Christopher Holder and not the Respondent. The Tribunal is aware that evidence was presented in another case involving the Respondent and Mr Holder that both were convicted in December 2023 of offences under s72(1) of the 2004 Act in respect of 2 other HMOs. In the circumstances, the Tribunal finds that there is evidence available to it of the Respondent's conviction of an offence under s72(1) of the 2004 Act.

### **Determination of the amount of the rent repayment orders**

47. The Tribunal determines the amount of the rent repayment order in respect of the Applicant as follows:

Total licence fees claimed:	5204.96
Less:	
Damage insurance guarantee:	<u>199.00</u>
	5005.96
CT/gas/electricity/water per week: £17.30 x 27 =	<u>467.10</u>
	4538.86
Net adjustment for services per week: £4.45 x 27 =	<u>120.15</u>
	£4418.71
Less adjustment for:	
seriousness of offence: 85% of £4418.71 =	<u>622.81</u>
Starting point for calculation of rent repayment order:	£3755.90
Plus adjustments for:	
Landlord's conduct: 5% of £3755.90/3976.84: 187.80	
Landlord's conviction: 10% of £3755.90/3976.84: <u>375.60</u>	
	<u>563.40</u>

£4319.30

Less adjustment for Tenant's conduct:

Failure to pay 1 week's rent (w/c 28.2.2024): 174.74

Amount of rent repayment order ordered: £4144.56

48. Pursuant to Rule 13(2) of the Rules, the Tribunal orders the Respondent to pay to the Applicant the sum of £110 in reimbursement of the application fee.