



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

Case reference : CAM/38UC/HMJ/2025/001

Property : 41 Hill View Road, Oxford, OX2 0DA

Applicant : Dr Parveendee Dhalwal

Respondent : RHHSR Limited

Type of application : Application for a rent repayment order
by tenant – Sections 40, 41, 43 & 44 of
the Housing and Planning Act 2016

Tribunal member(s) : Judge Adcock-Jones
Dr Wilcox FRICS

Date of hearing and venue : 12 June 2025 by CVP

Date of decision : 12 June 2025

DECISION

Decision of the Tribunal

1. The Tribunal makes a Rent Repayment Order (RRO) against the Respondent, in favour of the Applicant in the sum of £17,672.25 to be paid within 28 days.
2. The Tribunal determines that the Respondent shall also pay the Applicant a total of £330.00 within 28 days in respect of the reimbursement of the tribunal fees paid by the Applicant.

The Application

3. By an application dated 18 August 2024, the Applicant seeks a Rent Repayment Order^s (“RRO”) totalling £23,563.00 for the period 01 September 2022 to 21 August 2023 against the Respondent pursuant to

section 41 of the Housing and Planning Act 2016 (“the 2016 Act”). The Respondent is named in the tenancy agreement as the landlord.

4. The Tribunal has been provided with Tenancy Agreements dated 29 March 2022, 23 February 2023 and 02 October 2023. The Tenancy ended ~~on~~ in 15 April 2024 and the application was made on 18 August 2024. Therefore, the offence was being committed in the period of 12 months ending on the day on which the application was made.
5. The application is made on the basis that the landlord has committed the offence under section 95(1) of the Housing Act 2004 of control of an unlicensed house from 01 September 2022 to 21 August 2023
6. There is no suggestion that the landlord has been convicted of the offence.

Hearing

7. The hearing was held on 12 June 2025 by CVP and was attended by the Applicant in person. The Respondent was represented by Billy Webb of North Oxford Property Services.

Background

8. The Property is described as a 3-bedroom terraced house with a sitting room, dining room kitchen, WC, hallway, family bathroom and 3 bedrooms.
9. Rent was paid to North Oxford Property Services (“NOPS”) who were the managing agents of the Property during the period 01 September 2022 to 21 August 2023 of the Respondent. The Applicant states in her application that the claimed sum for the RRO of £23,563.00 does not include any rent paid for by housing benefits or any provision of services or utility bills.

Directions

10. On 14 March 2025, the Tribunal gave Directions for a hearing on a date to be fixed. Pursuant to the Directions, the Applicant has filed a Bundle of Documents and the Respondent has also filed a Bundle of Documents.

Inspection

11. The Directions issued did not provide for an inspection of the Property and no request for an inspection was made by the Parties. The Tribunal did not consider an inspection to be necessary or proportionate to the issue.

The Applicant's Case

12. The Applicant produced an email from the Property Licensing Department of Oxford City Council confirming that the Property was unlicensed from 01 September 2022 until 21 August 2023. This email confirms that the Licence was issued on 25 July 2024.

The Respondent's Case

13. The Respondent agreed that the Property had been unlicensed for the period averred by the Applicant and that the licence application had been made on 22 August 2023.
14. The Respondent stated that the delay in the application being made was due to a clerical error and potentially related to a change of staff. It was acknowledged that it was their responsibility and when this issue was brought to their attention in July 2023 they made the application as quickly as possible. It was confirmed that this was the first and only instance of a property managed by NOPS not being licenced.

The Law

Housing and Planning Act 2016 ("the 2016 Act")

15. Section 40 provides :

“(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.”

16. Section 40(3) lists seven offences “committed by a landlord in relation to housing in England let by that landlord”.

17. Section 41 deals with applications for RROs. The material parts provide:

“(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.

18. Section 43 provides for the making of RROs:

“(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).”

19. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount “must relate to rent paid during the period mentioned” in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

“(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.”

19. Section 44(4) provides:

“(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.”

20. Section 56 is the definition section. This provides that “tenancy” includes a licence.

Housing Act 2004

21. Section 95(1) provides for as follows:

(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.

...

(4) In proceedings against a person for an offence under subsection (1) or (2) 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), or

(b) for failing to comply with the condition,

as the case may be.

(5) A person who commits an offence under subsection (1) is liable on summary conviction to [a fine].

Licence Requirements

22. The Tribunal has found that the Property was subject to licensing requirements and the Respondent conceded that this was the case.

The Period of the Offence

23. Under section 41(2)(a) of the Housing and Planning Act 2016 a tenant may apply for a rent repayment order if 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 for a licence was made.

24. Again, the Respondent conceded that the Property was unlicensed for the period of 12 months prior to the application being made. The maximum period for which an order can be made is 12 months.

25. The Tribunal is satisfied beyond reasonable doubt that the offence was being committed during this period.

Rent Paid

Utility Costs

26. In *Acheampong v Roman* [2022] UKUT239 (LC) the Upper Tribunal restated that the amount of a rent repayment order should start with the amount of rent paid and then deduct any element of that sum that represents payments for utilities that benefit the tenant such as gas and electricity and internet access.
27. The Applicant was responsible for the utility costs during the tenancy and therefore no deduction for utilities is to be made.

Repayment Order

28. The Tribunal is satisfied that the conditions for the making of a Rent Repayment Order have been made out. Under section 44 of the 2016 Act the amount the landlord may be required to repay must not exceed the rent paid in that period. The Tribunal must also take into account the conduct of the landlord and tenant and the financial circumstances of the landlord and whether the landlord has been convicted of an offence. There is also a defence available to the landlord of reasonable excuse.
29. The Tribunal has no evidence of a conviction.

The Respondent's Financial Circumstances

30. The Tribunal was referred to evidence of the Respondent's financial circumstances in the Applicant's Reply to the Respondent's Statement and Documentation at Exhibit 1 showing assets of £5.5 million according to the Respondent's 2023 financial statement filed at Companies House.
31. Clearly there will be other things to take into account within financial statements such as Creditors but despite invitation from the Tribunal, the Respondents did not want to make any submissions regarding financial circumstances so no account has been ~~made~~[taken](#).

Applicant Conduct

32. The Applicant stated that she was a very responsible tenant who paid her rent on time until January 2024 and looked after the property and garden extremely well. She noted that the Property was put on the market in late 2023 and she accommodated viewings which resulted in an offer being secured within weeks of listing. She believed this was in

part because the Property was presented in an attractive and clean state for all the viewings.

33. The offer fell through after the buyers conducted a survey on 5th January 2024 due to issues of disrepair in the Property. The most significant of these was the boiler which had been broken for three months.
34. She states that there were significant maintenance issues with the property as a boiler was malfunctioning repeatedly and six windows were painted in an open position. This left the Property cold and draughty and the boiler broke down completely on 19th of October 2023.
35. She highlighted that she had three young children in the Property and lived without a working boiler or central heating for three months with six open windows and minimum insulation from 19th of October 2023 to the 15th of January 2024 during the winter.
36. This resulted in her referring the matter to The Property Ombudsman ("TPO"). She was awarded a goodwill payment of £500 for the failure of the managing agent in carrying out their duties.
37. In respect of the Respondent's claim for unpaid rent in the sum of £5197.27, she had negotiated a settlement with the Respondent's solicitors to £1500 on 5th of March 2025. The Respondent also retained her deposit and the Applicant confirmed that she did not dispute this through the deposit dispute process.
38. The Applicant admitted that she stopped paying rent due to extreme desperation and distress of living without a boiler to force the Respondent to fix or replace it. She made a request for a rent reduction and contribution to her heating bill which was refused by the Respondent.
39. The Applicant referred to two threatening letters from a debt collection agency and from solicitors that she received threatening to ruin her credit rating, confiscate her deposit, write a bad reference and take her to Court.
40. The Tribunal does not condone a tenant's breach of covenant to prompt engagement from their landlord as in effect two wrongs do not make a right. ~~Moreover~~Moreover, the Tribunal noted that the Applicant did not act in her best interest by not engaging with the deposit dispute process.
41. The Applicant informed the Tribunal that she renewed the tenancy agreement as she was going through a difficult divorce with a ~~six days~~six-day hearing listed in November 2023 and could not face the prospect of moving with her young children at that time.
42. The Tribunal does have some sympathy for the Applicant but also notes that she could have referred the condition issues to the local authority

instead of withholding payment of rent, as they likely would have taken action.

Respondent's Conduct

43. The Respondent stated that they dealt with over 400 licencing applications, and this was the only one that had not been actioned.
44. The Respondent highlighted the non-payment of rent although the Tribunal was concerned that the contents of the defence statement was somewhat misleading given that the Respondent had recovered £3856.33 which accounted for the retention of the deposit and the settlement figure of £1500.00.
45. The Respondent submitted that they had dealt with the maintenance issues of the Property expediently, although they acknowledged that the issues with the windows and boiler had been raised by the Applicant.
46. The Respondent also acknowledged that requests for a rent reduction and contribution towards the Applicant's heating bill had been made and refused. It was repeated per the defence statement that the landlord was not rogue nor were NOPS as a managing agent.
47. A timeline, mentioned by the Respondent, showing the steps undertaken to deal with the issues at the Property had not been produced in evidence and therefore the Tribunal could not take this into account.
48. The Respondent stated that the figure sought by the Applicant for the RRO was not agreed and submitted that there was an extension for bulk managing agents to file their licencing application by the 31 of January 2023 and therefore the relevant period would only be from February to July 2023 which totalled 6 months for £13,200 plus 21 days in August totalling £1,518.90 resulting in an overall figure of £14,789.90.
49. No evidence was produced regarding the local authority extension and therefore the Tribunal was unable to take this into account.
50. The Respondent also argued that the Property was not in such a state of disrepair as alleged by the Applicant given her willingness to enter into successive tenancy agreements.
51. The Tribunal was not satisfied that the application had been made as soon as the error had been brought to their attention given that, by the Respondent's own submission, the issue had been noted in July 2023 and yet the application was not made until the 22nd of August 2023 and the licence appears to have been granted without issue by the local authority.

52. The Tribunal also considered a period of three months to resolve a broken boiler over the winter period did not demonstrate expedience on the Respondent's part.

Reasonable excuse

55. The Tribunal finds there is no credible evidence of any wrongdoing on the part of the Applicant.
56. The Tribunal finds that the Respondent did not have a reasonable excuse for failing to licence the Property. The Respondent employed a professional managing agent which, by its own admission during the hearing dealt with over 400 properties with licencing requirements. It was therefore incumbent upon them to ensure that the Property was licenced.

The Amount of a Rent Repayment Order

57. The Tribunal has considered the guidance given by the Upper Tribunal in *Acheampong v Roman*, *Williams v Parmar*) and *Aytan v Moore* [2022] UKUT 027 (LC).
58. The Court of Appeal in *Kowalek v Hassanein* [2022] EWCA Civ 1041 quoted with approval from *Jepsen v Rakusen* [2021] EWCA Civ 1150, [2022] 1 WLR 324, (s44) "is intended to deter landlords from committing the specified offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": and further Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period".
59. The Upper Tribunal in *Acheampong* set out several stages to the assessment of a rent repayment order:
- 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).
60. The Tribunal also took into account the authorities of *Choudhry v Razak* [2022] UKUT 329 (LC) which was a selective licensing case which awarded an RRO of 75% and *Shah v McLaughlin* [2024] UKUT 69 (LC) which held that an RRO of 70% was not inconsistent with general level of amounts for licensing offences.
61. Applying the above guideline, the whole of the rent is £23,560. There are no utilities to be deducted.
62. Failing to licence a Property which is required to be licensed is a serious offence and is part of a policy to ensure housing is of an appropriate quality. During the tenancy complaints were made about disrepair which were not dealt with reasonable celerity nor was the application made promptly when the error was realised by a professional managing agent.
63. Taking all these factors into account the Tribunal determines that the appropriate level of rent repayment order is 75% which totals £17,672.25.

Determination

64. The Tribunal is satisfied beyond reasonable doubt that the Respondent has committed an offence under section 95(1) of the 2004 Act of managing an unlicensed Property.
65. The Tribunal makes a rent repayment order in favour of the Applicant in the sum of £17,672.25 as set out below to be paid within 28 days.
66. The Tribunal is also satisfied that the Respondent should refund the Applicant her the Tribunal fees of £330 which have been paid in connection with this application.

Name: Judge Adcock-Jones

Date: 12 June 2025

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).