



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

Case reference : LON/00AJ/HMG/2025/0631

Property : 9 Poppy Close, London, UB5 5TP

Applicant : Oana Blaga-Nechita

Representative : Ms. Sherratt (Justice for Tenants)

Respondent : Kamlesh Sumal

Representative : In person

Type of application : Application for a Rent Repayment
Order, pursuant to sections 40, 41, 43 &
44 Housing and Planning Act 2016

Tribunal member(s) : Tribunal Judge S. McKeown
Mrs. L. Crane MCIEH

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 29 January 2026

DECISION

Decision of the Tribunal

- (1) The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under Section 95(1) of the Housing Act 2004**
- (2) The Tribunal has determined that it is appropriate to make a rent repayment order.**

- (3) The Tribunal makes a rent repayment order in favour of the Applicants against the Respondent, in the sum of £3,284.37, to be paid within 28 days of the date of this decision:**
- (4) The Tribunal determines that the Respondent shall pay the Applicants an additional £341 as reimbursement of Tribunal fees to be paid within 28 days of the date of this decision.**

Introduction

1. This is a decision on an application (A84) for a rent repayment order under section 41 of the Housing and Planning Act 2016 (“the 2016 Act”).

Application and Background

2. By an application dated 16 April 2025 (A84) the Applicant applies for a Rent Repayment Order (“RRO”) and asserts that the Property falls within the London Borough of Ealing’s Selective Licensing Scheme, which requires all property to be licensed, but that it was not licensed until 28 April 2023 which is an offence listed in s.40 Housing and Planning Act 2016 and under s.95(1) Housing Act 2004. It is said that Respondents had committed an offence of having control or management of an unlicensed House in Multiple Occupation (“HMO”) for failing to have a licence for **9 Poppy Close, London, UB5 5TP** (“the Property”).
3. The Property is a two-level, end of terrace house.
4. It is said that when the Applicant initially moved in, they moved in with her daughter, her ex-husband and cousin. At that time, a further tenant (Mr. McHugh) was also living there. Her ex-husband moved out and on 28 May 2020 the Applicant entered into a new tenancy agreement. At about the end of 2020, the Applicant’s cousin moved out, and Mr. McHugh moved out in about 2021. He, however, had not stayed at the Property since about the end of 2020.
5. It is said that the Property is situated in a selective licensing area designated by LB of Ealing, which came into force on 3 January 2023. The designation applies to twelve of the pre-2022 wards, including Northold Mandeville, the ward in which the Property is situate. The Property met the criteria to be licensed and was not subject to any exemption.
6. The Applicants seek a RRO for the 7 April 2023-6 April 2024 in the sum of £4,691.95.

7. On the 18 July 2025 the Tribunal issued directions for the determination of the application, providing for the parties to provide details of their cases and the preparation of a hearing bundle. The directions provided that if the Respondent failed to comply with the directions, the Tribunal may bar them from taking any further part in all or part of the proceedings and determine all issues against it pursuant to rules 9(7) and (8) of the Tribunal Rules.
8. The directions were amended on 8 August 2025 (A76) but the deadlines remained the same.

Documentation

9. The Applicant has provided a bundle of documents referred to comprising a total of 213 pages (references to which will be prefixed by “A__”). This includes a witness statement from the Applicant (A13).
10. The Tribunal received a bundle of documents (comprising 104 pages) from the Respondent on 22 January 2026 (i.e. the day before the hearing). This is dealt with below.
11. The Tribunal has had regard primarily to the documents to which it was referred during the hearing.

The Hearing

12. The Applicant attended and was represented by Ms. Sherratt from Justice for Tenants. The Respondent attended in person (with her daughter).
13. The first issue the Tribunal had to deal with was whether the Respondent could rely on her bundle, the extent to which he could participate in the hearing and the Applicant’s application.
14. No Order 1 form has been submitted, i.e. there is no formal or written application before the Tribunal from the Respondent. The Applicant had filed (on 22 January 2026) an application to bar the Respondent from participating in the proceedings and to exclude the Respondent’s bundle pursuant to r.8(2)(e) Tribunal Rules. It is said, in summary:

- (a) Neither the Tribunal nor the Applicant had received the bundle by email. The Applicant

did receive it by post after 10am on 22 January 2026;

- (b) The Overriding Objective requires the Tribunal to deal with cases fairly and justly and it is not just or fair for the Applicant to be provided with new evidence a day before the hearing;
- (c) The bundle was not provided in accordance with the directions.

15. Ms. Sherratt made submissions as follows. She referred to the directions (A76), para. 9 which required the Respondent to send her documents by post and email to the Applicant and by email to the Tribunal by 1 September 2025, which had not been done. The Applicant emailed the Respondent on 24 December 2025 to say that we had not received a bundle and ask if it had been sent. We did not get a response. We received the bundle yesterday morning after 10am by post. Nothing was received by email. The Applicant's first application was to bar the Respondent from participating in the hearing pursuant to r. 8(2)(e) Tribunal Rules. The second application was to exclude the Respondent's bundle pursuant to r. 8(6)(b) Rules. The Overriding Objective is to enable the Tribunal to deal with cases fairly and justly. The Respondent's evidence was not provided within the time allowed and in the manner required by the directions. It was not fair or just for the Applicant to be confronted with new evidence the day before the hearing, without time to prepare a response.
16. The Respondent said that she had received the directions saying she had to send her paperwork. She worked at a GP surgery and had taken an envelope from there to send it, and she took it to the post office. She said she could not prove this. The Respondent's daughter said that the Respondent did not reply to email as has dyslexia. During that time period the Respondent's daughter was not in London. In August the Respondent's daughter started to prepare a bundle and her mother sent it at the end of August. After it the email from the Applicant's representative and the fact that the Applicant and the Tribunal had not received the bundle, she started going through her mother's emails and trying to find a postal receipt. There was nothing there. At the beginning of the whole proceedings, the Applicant said that she had a learning disability and asked if she could be contacted by phone, which was ignored by the Applicant. The Respondent then apologised and said that she knew she had to send the bundle and she knew that she had.
17. Ms. Sherratt then asked why it had not been possible for the bundle to have been sent by email on Wednesday (21 January 2026) if the Respondent's daughter had a copy of it on her laptop? The Respondent's daughter said that she did not have a copy on her laptop and the Respondent was in a meeting on Wednesday and in work until 4pm. The Respondent's daughter was responding to emails, waiting to go through the Respondent's bag or purse. The Respondent said that she knew how to send basic emails but that she struggled.

18. The Tribunal gave its decision on the application at the hearing, with some brief reasons, but said that fuller reasons would follow in the written decision.
19. The directions provided that the Respondent was to email the Tribunal (and post and email to the Applicant) a bundle of all relevant documents, including a statement of reasons for opposing the application and any witness statements of fact relied upon by 1 September 2025. This direction was repeated in the amended directions.
20. The Tribunal had regard to The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, in particular the overriding objective (r.3), r. 8(2)(e) and r. 8(6)(b). The directions had not been complied with as the bundle was not emailed to the Applicant or the Tribunal by 1 September 2025. That may not have mattered if it had been sent and received by that date by both by post. The Tribunal had no proof that the bundle was sent by post or when. The Applicant had chased the receipt of the bundle in December 2025 (over 3 months after it was due but still in time for the hearing), but the Respondent did not respond to that email, i.e. there was no response stating that the bundle had been sent. The Tribunal notes what was said in the medical letter provided by the Respondent to the Tribunal (dated 22 January 2026) and that it had been contended that the Applicant had a disability, but it noted that it does not contain a medical diagnosis.
21. Further, there was no action taken by the Respondent in respect of the bundle, in light of the Applicant's email, until it was emailed to the Tribunal and Applicant the day before the hearing. There was prejudice to the Applicant if the Respondent was allowed to rely on her bundle in that the directions provided for a response from the Applicant, which could not be done without an adjournment or without requiring the Applicant to respond orally at the hearing. The Tribunal did not know if the Applicant would have wanted to rely on additional evidence in light of the contents of the bundle.
22. The directions provided that if the Respondent failed to comply with the directions, the Tribunal may bar them from taking any further part in all or part of the proceedings and determine all issues against it pursuant to rules 9(7) and (8) of the Tribunal Rules.
23. It would be unfair to the Applicant if the Respondent were allowed to rely on the contents of her bundle, so the Respondent was not permitted to rely on it.
24. The Respondent's bundle mentioned the names of witnesses, which the Tribunal would not have allowed her to rely on in any event, as there were no witness statements from those witnesses.

25. As to the issue of the Respondent's participation in the hearing, the Tribunal said that if it were going to make a RRO, it would need to consider whether there was a reasonable excuse defence and so it would hear from the Applicant on that issue, but it made clear that the Respondent would not be allowed to introduce new evidence without the permission of the Tribunal. It also said that it would hear from the Respondent on the issue of her finances (in case the Tribunal did decide to make a RRO – and with the same caveat about new evidence). The Tribunal informed the parties that the Respondent would be allowed to ask the Applicant questions, but again made it clear that she could not give evidence when doing so and could not introduce new evidence, i.e. she could refer to any evidence in the Applicant's bundle or any oral evidence given by the Applicant. She would also be allowed to make submissions on the evidence.
26. The Applicant gave evidence. She confirmed her signature at A6 and to her witness statement (A13). She said that she was familiar with the contents of her witness statement.
27. She said that she first moved into the Property on 1 October 2019. There was already a tenant living there. The Respondent gave the "contract" to the Applicant, her husband, her daughter and her cousin. When she moved in, her husband paid a deposit. She was asked if the deposit was protected. She said that at the time she did not have the information, she knew her ex-husband had paid it. Later on, the Respondent called her to go to the GP surgery where she worked, and the Applicant signed the contract and the deposit. Later on, they did not get a copy or a receipt until the Respondent tried to evict her in 2023. That was when she got the deposit information, the How To Rent guide and anything else attached to those. The deposit certificate was not signed and that was one of main issues why the claim for possession was struck out. She said that the deposit was not protected. She confirmed that when she first lived at the Property, there was the other man who was already living there, the Applicant, her husband, her cousin and her daughter. Her husband left in about May or June 2020. The tenancy agreement was then "renewed" in her name only. She said that the Respondent was aware of her situation.
28. She was asked about the "other man". She said that the "contract" was initially given to the Applicant and her husband and this "other man" was automatically their tenant. The Property was supposed to be the whole property given to them. She did not know what the arrangement was with the "other man". He left shortly after the Applicant and her husband separated (at the end of 2020). In the summer 2020 there was Covid and the Applicant knew he left before the second "time" of Covid and then did not return. He sent the key back in the post. After that, it was just the Applicant, her daughter and her cousin. The Applicant's cousin left in about 2021. During the period 7 April 2023-6 April 2024, it was just the Applicant and her daughter who were living at the Property. She was asked if there was ever anyone else living in the

Property. She said that she had someone on a “long stay” in 2022 as a friend asked the Applicant to help a friend she knew. This friend had a situation with her landlord, who had changed the locks; she was at university. This person stayed from about the second half of June until the beginning of August. The Applicant did not pay for this. The Applicant was sent a gift by this person’s mother as a thank you.

29. The Applicant was asked if the Respondent did property inspections. She said that until 2023, the Respondent came to the Property when she wanted and how she wanted, and did not care if the Applicant was sick. This was the last time the Respondent entered property. The Respondent was not coming to inspect the Property, she was coming to see the Applicant. The Applicant said that all repairs were done by her and her ex-husband and the Respondent was aware of this.
30. The Applicant was taken to A17 and she confirmed that she contacted the police about the Respondent. She said she got a WhatsApp message which offended her, as the Respondent called her a tramp and scum and said she was living off benefits. At this time the Respondent asked to attend the Property, but the Applicant was not in the country. The Applicant did not have time to give her the reason as she was attending her father’s funeral. Once the Applicant was not available, the Respondent called her a tramp and scum. This was enough to call the police along with the Respondent’s behaviour in coming to property unannounced.
31. It was confirmed that the rent and had always been £1,600 (A95). The Applicant was taken to the schedule of payments (A96) and she confirmed that there were two months when the full rent was not paid, but these were the only two months. The Applicant confirmed that utilities were not included in the rent. She confirmed that she had been in receipt of Universal Credit.
32. The Respondent’s daughter then asked her questions:
33. The Applicant confirmed that she had not received money other than Universal Credit to contribute to the rent. She said that she had never declined entry for works, that loads of works had been done in respect of the electrics and British Gas inspections and everything else that was mandatory. She was asked if she had ever agreed to pay for service charges. She said that she was never aware of service charges since 2019 and was her husband. She had asked him if he had ever paid service charges and he said he had not. She had become aware of the service charges in 2023 when she received a phone call from the Respondent asking for £488 to be paid for service charges.
34. She was asked if she had ever sent any messages about service charges to the Respondent from 2022. She said that she had, and she had explained to the Respondent what the lady from service charge office had informed

her, because it was the Respondent's suggestion that the Applicant take the service charges into her (the Applicant's) name and the Respondent sent her a picture with an email stating that the service charges were in debt collection and the Respondent asked the Applicant to sort it out. The Applicant called the service charge office and they told her that the account was not in her name, so she could not discuss it and if the Applicant wanted the account changed, it was for the Respondent to give her a different type of tenancy or a contract referring to the service charges. All the Applicant had done in the messages was to inform the Respondent about this. After the Respondent said that it was fine and to send the Respondent her bank details. From then on, the Respondent talked about keeping the service charges on her account, in her name, with the Applicant's bank details. The Applicant said that she would not be doing that.

35. The Applicant confirmed that she was currently a tenant. She was asked why she had not signed a tenancy agreement since 28 May 2021. She said that she was sent a blank tenancy agreement by email, with nothing filled in in respect of the rent or the period or who she was signing with. The email said to read it and if she agreed to the terms to let the Respondent know. She confirmed that she had read the tenancy conditions. She was asked if she was aware that she was in breach of those conditions. She said that any breach of condition was known about by the Respondent. She was asked again and asked to what breaches the Respondent was referring. She was asked if she was aware she was in breach from 2019-2021 and the Respondent denied this. She confirmed that the Property was partially furnished. She said that she had not received the deposit back. The Applicant said that when the Respondent came to the Property, she did not ask about the Property. She last entered the Property in December 2022. The Respondent sent a text message saying that she wanted to come to the Property, she did not ask if the Applicant could be there. The Applicant sent a picture of a positive Covid test as she was sick. The Respondent came to the Property and entered without the Applicant's consent. She just knocked and entered (the door was unlocked). The Applicant did not know who was coming in. She got out of bed and the Respondent asked her how things were. The Respondent did not go in to the Property to check or inspect or see if there was anything which needed to be done. The Respondent saw the Applicant's friend (Zahir Shah) sitting at the table and started cursing. The friend was not living at the Property. When asked if she had permission for pets, the Applicant said that pets were talked about between the Respondent and her ex-husband.
36. The Applicant was asked about when she first encountered the Respondent, how the Applicant had found her, whether she was friendly, whether she helped the Applicant move in. The Applicant said that they did not talk that much at the start, dealings were between the Respondent and the Applicant's ex-husband. The Applicant said that she did not have any impression. The Respondent did not help with moving in – that and the cleaning was done by the Applicant.

37. The Applicant was asked if, when the electrician entered the Property in May 2025, it was clean. The Applicant said that it was.
38. The Applicant was asked if there were any other damages or issues with the Property that she felt was the responsibility of the Respondent. The Applicant said, “all of them” and referred to the leaking roof. She said that there was a problem with the roof leaking. The top room had a leaking roof, the second room on the first floor had a leaking ceiling. There was a leaking roof with leaking ceilings and the repairs were paid by the Applicant. She said that she had the receipt and it specified leaking roof. The ceiling was fixed as a result of the leaking roof and in that time she sent pictures of the Property to the Respondent. She sent pictures of the broken doors. She said that the Respondent did not fix the Property: the roof, the doors, the broken windows, the flooring, the paintjob, the cleaning were all done by the Applicant (and, when he was living there, her ex-husband).
39. The Applicant was taken to A42 and she confirmed that the first time she received the documents was in 2023 when the claim for possession was issued. She confirmed that she had received the gas safety certificates every year as she booked the inspections – she got a letter every year from British Gas about the inspections, but she only received the How to Rent guide and the EPC in the court bundle.
40. The Applicant said that she felt the Property was unsafe from the start. When asked why she stayed, she said that there were negotiation between the Respondent and her ex-husband about dropping the price on the rent if he did the repairs. Her ex-husband painted the Property and changed the flooring. She said that she could not move out after one month. She confirmed that her ex-husband moved out in 2020 and the “new” tenancy agreement in May 2020 was in her sole name. She was asked, if the Property felt safe, she had stayed. The Applicant said that she was not working at the time and asked how she could move if she had no money. She said that it was the time of Covid and it was impossible to find work.
41. The Applicant was asked if she had any intention of leaving. She said that she did, and if it was up to her she would have gone yesterday, but the council kept opening and closing her case as the claim for possession was invalid. She could not afford to rent a new property and she needed the claim to be valid. She was asked if the Respondent had offered support in re-housing the Applicant. She said that the Respondent had offered a bungalow, but it did not meet the terms, it did not happen. All of a sudden, the Applicant was unavailable, the bungalow had repairs, it did not belong to her, it just disappeared. She was asked if she had tried to mediate with the Respondent to find suitable housing in her budget. She asked why she would do that and asked how she could mediate with a person who had offended and harassed her. She confirmed that she

had not asked to mediate. She said that she did not want an apology from the Respondent.

42. The Applicant said that she was not asked about a rent increase in December 2022, but then confirmed that there had been a talk about it.
43. The Applicant confirmed that she had not received the deposit certificate in 2019. She was asked if she had paid the administration charges for deposit protection. She said that was handled by her ex-husband and he paid the amount.
44. She was asked if she had had a conversation with the Respondent about signing a tenancy agreement to put the service charges in her name. She said that one month before the tenancy ended, she sent a text message and remind the Respondent and asked if it was being renewed. The Respondent said no problem, but there was no new tenancy agreement.
45. The Applicant was asked if she had ever been without hot water. She said that if the boiler was not working, they had had periods without hot water. She had notified the Respondent – her ex-husband had notified her one month after they moved in and they were without heat and hot water for 2 weeks. She said that the boiler was repeatedly failing and had issues and the Respondent was aware of this. The Tribunal confirmed that it understood that if a boiler was not safe, it would be “capped off” by a gas engineer.
46. In terms of the roof, the Applicant said that she had contacted the Respondent and sent a picture of where the leaks were, she had telephoned the Respondent.
47. The Applicant was asked what the money not paid to the rent (for the two months identified) was used for. She said that the month she paid £1,112 it was the service charges (in 2023), the other was emergency repairs of the washing machine (in 2024).
48. The Applicant confirmed that there was nothing in the bundle about requests for repairs apart from the leaking roof.
49. The Applicant said that the “other man” who lived in the Property was Ronan McHugh. The Applicant said that he had paid money to her ex-husband until the decision to separate, so until May or June 2020. She said that the Respondent knew about him and gave the Applicant a Property with him in. As far as the Applicant knew, Mr. McHugh lived there for about 6 years before she had moved in. She was asked if his name was on the tenancy agreement. It was confirmed that the 2019 tenancy agreement was not in the bundle, but his name was not on the 2020 agreement (A95). She said that the Respondent knew Mr. McHugh was at the Property, that she (the Applicant) had not rented anything out,

had not given him a contract. The Applicant had been there when the Respondent said that if they were “okay” with Mr. McHugh being in the Property, they could “keep him” but if not, the Respondent would find room for him in her property. The Applicant confirmed that if she was lying she knew the Tribunal would find against her. She gave the name of her cousin as Daniela Morariu, who was 54. She did not recall the surname of Anna, the university student who stayed with her for two months. Her mother had given the Applicant £400 as a thank you for helping out her daughter.

50. The Applicant said that she had not received a written agreement from 2022. She said that she did not feel that there was a communication barrier whilst she was living at the Property.
51. There was some re-examination as follows:
52. The Applicant said that Mr. McHugh was already living in the Property when she had moved in. Her husband had viewed the Property alone, after that he had given the Applicant a key and she and her cousin saw the Property and found the Respondent in the Property, living in the last room on the second floor. They moved in, but Mr. McHugh was already there. The Applicant confirmed that neither she nor her ex-husband had arranged for Mr. McHugh to live in the Property. She said that the £400 given to her was not a condition of Anna living at the Property and she had not expected it. She said that she let her live there as it was hard for her to not have a place to stay during her exams and there was nobody in the Property but the Applicant and her daughter. She said that the Respondent was coming and going at this time, she knew Anna was there and also the Applicant had told her. She said that the Respondent had seen the cats after the Applicant had moved in, the Respondent said that she had a cat and it was fine.
53. On the two occasions when the rent was “short” she said that the Respondent was aware of this and the Applicant had sent pictures of the engineer fixing the washing machine and the bill. She said that it was implied that she would take this money out of the rent as when she was fixing the Property, she always took it out of the rent.
54. The Applicant was taken to A70. She confirmed that she had organised the engineers visit, and it was always her who organised them, but she did not have to pay.
55. The Respondent was then asked about any reasonable excuse defence. She said that she had a disability when she communicated but she could express more when talking to someone. She said that she was 58, menopausal and had dyslexia and so it would take longer to tell the Tribunal what she was doing. The Tribunal reiterated that she could not give evidence generally, but there were some things that the Tribunal would need to hear her on, such as any reasonable excuse defence. She

said that the Property did need a licence and she had a licence. She said that the Applicant was a pre-existing family living there, that the London Borough of Ealing's scheme came into effect after the tenancy started and that she (the Respondent) was not aware of the requirement for a licence. She said that she had tried to put the Property up for sale but she could not as there was a tenant in there. She said that she did not want to rent it any more. She confirmed that she and her son jointly owned the property she lived in and that she did not own any other properties.

56. Ms. Sherratt then asked some questions. The Respondent confirmed that she had a job and worked for the NHS. She had been able to work but had support at work. She confirmed that the Property did not have a licence the period 07/04/23-06/04/24 because there was a present family that was living there, and at that time she did not know about the licence. She said that as there was an existing family living there, it was not a HMO. The Respondent found out from the council, she had asked, and they sent her an email saying she did not need a licence. She said that the case was open to them, and as she already had an existing tenant and was evicting them, she did not need a licence. She was told that she would need to apply if she "re-rented" the Property. When the Respondent telephoned again she was told that she did need a licence. The Respondent said that the local authority's email said that she did not need a licence but to be on the safe side, she had applied. The local authority said that to be on the safe side, she should have a licence. The email before that said that she did not need a licence – it had only come into effect in 2023 and she had had an eviction order since 2022 which was the only reason she had not applied. She was told by the local authority that she did not need a licence as she had an existing dispute going on, but that if she had a new tenant, she would need a licence.
57. She was asked about the email she sent to the local authority and she said that she had sent it over a year ago, she thought the end of 2024, or the start of 2025. She confirmed that she had not made any enquiries before that. She was asked what she had done to stay "on top" of requirements. She said that she had telephoned the council over a year ago and was told that she did not need a licence. That's when she was sent an email. She was asked what she had done before that to make sure she knew she was up to date with the legislation and her duties as a landlord. She said that she had a case going on and she was told that she did not need a licence before the end of 2024. She had served a s.21 notice and that case was going on. The claim was struck out as it was Covid and she did not have a gas certificate. She said that was the only reason. She said that the Applicant was going to leave and she asked the council and they said she did not need a licence as she had a case going on. There were new laws in 2023 and she said that she had an existing tenant. She asked for proof that she did not need a licence and they gave her the email at the end of 2024.
58. The Tribunal asked her why she had not applied for a licence once the claim for possession was struck out. She said that she was going to issue

a fresh claim for possession and had a solicitor. They suggested she get proof of who she had spoke to at the local authority. She said she had taken down the officer's name. The Applicant said that she had applied for a licence last year and now had one. It was a selective licence and had been granted on 6 January 2026.

59. The Respondent was asked if she had applied for a licence between 2023-2024. She said that she had only for the licence that she now had. She was asked if she had applied for a Temporary Exemption Notice ("TEN") and she said that she had not been told she needed to.
60. The Respondent then made submissions as follows:
61. The licence requirements were enforced from 01/04/22 and the last tenancy agreement was signed in 2021. She started the eviction process in December 2022. From the correspondence she had from the council, she was advised that as there was an eviction procedure in place, she did not need a licence as she had no intention to re-rent the property. The Respondent understood that it was her responsibility to go through each tenant and each house. In 2023-2024 she made telephone calls but she did not submit an application because of what she had been told. The deposit was protected for the first 6 months and then lapsed due to lack of administration duties by the Respondent. No RRO should be made. If one was made, it should be 1% as the Respondent had not signed another tenancy agreement. It would be penalising her for lack of organisation.
62. The Applicant made submissions as follows:
63. The application was pursuant to s.95(1). The Property was in a selective licence area, London Borough of Ealing (A184). The selective licence designation came into force on 3 January 2023 and the Property met the criteria to be licensed. The tenancy agreement was at A95. The appropriate licence was not held and there was no application the during the relevant period or until sometime in 2025. The correspondence with the local authority was at A170. The Respondent was the appropriate Respondent. She was the immediate landlord and was the beneficial owner of the Property (A165). She has control of the Property and she received the rent. She was the person managing the Property for the purpose of s.263. There was proof of payments of rent. The Respondent could have RRO made against her. The Applicant sought the sum of £4,691.95. She is entitled to recover any rent paid in a 12 month period when the offence was being committed (s.44). The Respondent had raised some reasonable excuse arguments but it was a strict liability offence, no *mens rea* was required but in terms of reasonable excuse, the appropriate framework was set out in *Marigold v Wells*: the Tribunal has to establish what facts give rise to reasonable excuse, which are proven, and then consider which amount to an objectively reasonable excuse. The Respondent had made argument based on her health but there was

no evidence (the Tribunal checked and Ms. Sherratt had not seen the medical letter provided by the Respondent so she was shown the Tribunal's copy). It was noted that it did not specify a medical diagnosis. It refers to some health concern which might be dyslexia and the Respondent may need extra time to complete some tasks and might struggle under time pressure. She had had plenty of time to make an application for a licence and was not time pressured. She went for years without making an application. It was unclear how her dyslexia would preclude her from making an application. She could have made phone calls and sent emails to the licensing team. It was not clear how making a selective licence application was impossible given her alleged condition. She had not provided a reason why, if she was faced with such difficulties, she could not have employed a managing agent if she was incapable of performing the tasks and duties of a landlord. It is not what was to be expected from a good landlord.

64. The Respondent had made submissions as to reliance on local housing authority guidance and there was no evidence of this. There was confusion surrounding dates: it was clear that she made an enquiry at the end of 2024/start 2025 which was after the claim period and there no explanation as to why there was no licence during that period. The only email is dated 24 May 2025, and the Respondent had had ample time to collate a bundle and she had put together some exhibits, but nothing going to a reasonable excuse. Facts which would give rise to a reasonable excuse defence had not been proven, i.e. health issues or the local authority. Even if they were, they would not amount to an objectively reasonable excuse. The Respondent had had time to submit an application and only did so some time in 2025, after May.
65. As to quantum, *Acheampong* says that it should be the rent minus Universal Credit. There is no deduction for utilities. In terms of seriousness, s.95(1) is less serious than other s.43 offences, but it was said in *Daff v Gyalui* [2023] UKUT 134 (LC) that there are more or less serious examples and the Tribunal should consider the seriousness of this particular offence. The relevant factors are set out at A9-11.
66. The evidence was that the Respondent had another bungalow available to rent and she could rent out that other bungalow. She was the landlord of several properties which she rented out and she falls within the definition of a professional landlord. It was apparent from the Respondent's submissions and evidence that she did not have systems in place to keep herself informed of obligations or changes to regulations. The offence went on from 2023 to some time in 2025, after May, which was over 2 years. The Respondent had been told by the tenant that a licence was required (A32) but she said that she did not need to have a licence. There were many disrepair issues: leaking roof, broken window, garden door, boiler, broken cooker. The Applicant's evidence was that she was the one who had to organise repairs and pay for those repairs. The Respondent also failed to protect the deposit (A209). The Respondent recognised that she had substantially failed in her duties.

She had served several invalid s.21 notices (A22). She had neglected the Applicant's right to peaceful occupation and made visits with little or no notice and several times entered the Property without permission. She had engaged in abusive and xenophobic messages (A72) and caused fear and distress so that it was reported to the police.

67. In *Newell v Abbott* the award was 60% where the offence was inadvertent and the property generally of a good standard. Basic landlord duties are not exceptional conduct leading to leniency. The award should be 100% or significant proportion of the amount claimed to reflect the seriousness of the offence. There had been bad conduct (s.44) as the Respondent had not complied with Tribunal directions (the Tribunal noted that it did not think this would be conduct relevant to the offence and that the Respondent had received a sanction for the non-compliance). The Applicant was not in arrears and she had provided an explanation for the two smaller rent payments. Any difficulty in communication with the Respondent and failure to let her inspect the Property was result of harassment by the Respondent and was justified. In terms of financial circumstances, the Respondent had had time to submit evidence and she had chosen not to submit evidence as to her financial circumstances and the tribunal must draw an inference from that. There was a clear direction about evidence of this 9A80, para. 10(f)). In *Vadamalayan v Stewart and others* it was said that there should not be any deduction without better evidence of the landlord's circumstances. The same logic applies here.
68. The Applicant asked for refund of fees (£341 – application fee of £114 and hearing fee of £227). The Respondent said that they should not be paid as the Applicant owned her £1,490.24 and referred to a claim for this amount. It was clarified that there had been no determination by a court that this amount was owed by the Applicant.

Statutory regime

71. The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act.
72. Rent repayment orders are one of a number of measures introduced with the aim of discouraging rogue landlords and agents and to assist with achieving and maintaining acceptable standards in the rented property market. The relevant provisions relating to rent repayment orders are set out in sections 40-46 Housing and Planning Act 2016 (“the 2016”) Act, not all of which relate to the circumstances of this case.
73. Section 95(1) Housing Act 2004 states that 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.

74. Section 85(1) Housing Act 2004 states:
- (1) Every Part 3 house must be licensed under this Part unless-
 - (a) It is an HMO to which Part 2 applies (see section 55(2)), or
 - (b) A temporary exemption notice is in force in relation to it under section 86, or
 - (c) A management order is in force in relation to it under Chapter 1 or 2 of Part 4.
75. Part 4, section 80(1) permits local authorities to designate the area of their district or area within their district to selective licensing provided that certain criteria (detailed in Part 3, s.80-81 Housing Act 2004) are met.
76. Section 40 of the 2016 Act gives the Tribunal power to make a RRO where a landlord has committed a relevant offence. Section 40(2) explains that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant (or where relevant to pay a sum to a local authority). A relevant offence is an offence, of a description specified in a table in the section and that is committed by a landlord in relation to housing in England let by that landlord. The table includes s.95(1) Housing Act 2004.

41 Application for a 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

...

77. Section 41 permits a tenant to apply to the First-tier Tribunal for a rent repayment order against a person who has committed a specified offence, if the offence relates to housing rented by the tenant(s) and the offence was committed in the period of 12 months ending with the day on which the application is made.

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);
 - ...

- 78. Under section 43, the Tribunal may only make a rent repayment order if satisfied, beyond reasonable doubt in relation to matters of fact, that the landlord has committed a specified offence (whether or not the landlord has been convicted). Where reference is made below to the Tribunal being satisfied of a given matter in relation to the commission of an offence, the Tribunal is satisfied beyond reasonable doubt, whether stated specifically or not.
- 79. It has been confirmed by case authorities that a lack of reasonable doubt, which may be expressed as the Tribunal being sure, does not mean proof beyond any doubt whatsoever. Neither does it preclude the Tribunal drawing appropriate inferences from evidence received and accepted. The standard of proof relates to matters of fact. The Tribunal will separately determine the relevant law in the usual manner.
- 80. Where the application is made by a tenant, and the landlord has not been convicted of a relevant offence, s.44 applies in relation to the amount of a rent repayment order, setting out the maximum amount that may be ordered and matters to be considered. If the offence relates to HMO licensing, the amount must relate to rent paid by the Applicants in a period, not exceeding 12 months, during which the Respondent was committing the offence. This aspect is discussed rather more fully below.

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.

If the order is made on the ground that the landlord has committed	The amount must relate to rent repaid by the tenant in respect of
...	
An offence mentioned in row 3, 4, 5, 6, or 7 of the table in section 40(3)	A period, not exceeding 12 months, during which the landlord was committing the offence
...	

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed-
 - (a) the rent repaid 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.

Determination of the Tribunal

81. The Tribunal has considered the application in four stages-

(i) whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 95(1) of the 2004 Act;

(ii) whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.

(iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.

(iv) Determination of the amount of any order.

Was the Respondent the Applicants' landlord at the time of the alleged offence?

82. The Tribunal finds as a fact, that the Respondent was the landlord of the Applicants for the period 7 April 2023-6 April 2024. The Respondent is listed as the landlord on the tenancy agreement with the Applicant which is dated 28 May 2020 and was for a fixed term of 12 months from 28 May 2020 at a rent of £1,600 per month (A95) – after the expiry of the fixed term, the tenancy continued as a statutory periodic tenancy (s.5-6 Housing Act 1988).

83. The Respondent is named as Claimant on the claim for possession of the Property (A21) and is listed as having title absolute (A165).

Was a relevant HMO licensing offence committed during the period 7 April 2023-6 April 2024 and by whom?

84. The Tribunal applies, as it must, the criminal standard of proof (s.43(1)).

85. The Tribunal finds that, during the relevant period(s), the Property required a selective licence (A182) (the designation and scheme coming in to force on 3 January 2023).

86. The Tribunal finds (applying the criminal standard) that there was no selective licence in place during the material time (A49). It is not contended that the Property did have a licence during this period (an application for a licence only being made in 2025), but in any event, the Tribunal would have found that no licence as in place (A171). There was a breach of s.95(1).
87. Where the Respondent would otherwise have committed an offence under section 95(1) of the 2004 Act, there is a defence if the Tribunal finds that there was a reasonable excuse pursuant to section 95(4). The standard of proof in relation to that is the balance of probabilities. Where the Tribunal makes findings of fact in relation to such an aspect of the case, it does so on the basis of which of the two matters it finds more likely. It does not need to be sure in the manner that it does with facts upon which the asserted commission of an offence is based.
88. The offence is strict liability (unless the Respondent had a reasonable excuse) as held in *Mohamed v London Borough of Waltham Forest* [2020] EWHC 1083. The intention or otherwise of the Respondent to commit the offence is not the question at this stage, albeit there is potential relevance to the amount of any award. The case authority of *Sutton v Norwich City Council* [2020] UKUT 90 (LC) in relation to reasonable excuse held that the failure of the company, as it was in that case, to inform itself of its responsibilities did not amount to reasonable excuse. The point applies just the same to individuals.
89. The Upper Tribunal gave guidance on what amounts to reasonable excuse defence was given in *Marigold & Ors v Wells* [2023] UKUT 33 (LC), *D'Costa v D'Andrea & Ors* [2021] UKUT 144 (LC) and in *Aytan v Moore* [2022] UKUT 027 (LC):
- (a) the Tribunal should consider whether the facts raised could give rise to a reasonable excuse defence, even if the defence has not been specifically raised by the Respondent;
 - (b) when considering reasonable excuse defences, the offence is managing or being in control of an HMO without a licence;
 - (c) it is for the Respondent to make out the defence of reasonable excuse to the civil standard of proof.
90. The Tribunal did not admit or consider the documents in the Respondent's bundle save that as it has to consider reasonable excuse, it has considered whether there are any documents therein which would do to this issue. It notes an email from the Respondent to the London Borough of Ealing dated 24 May 2025 asking for clarification regarding a licensing matter, stating that she was previously advised that she would not need a licence as she was in the process of selling the Property. There is a response from London Borough of Ealing dated 29 May 2025 stating that there was a "service case filed under this property address referring to this issue" and once the situation had come to a resolution a property

licence “can and will need to be applied for” and that as there are “currently tenants waiting to be evicted a licence should be applied for after the tenants have vacated the property”.

91. The email from the London Borough of Ealing does seem to advise that, even as at May 2025, there was no immediate need for a licence, and the email from the Respondent does refer to an earlier inquiry but:
- (a) There is no evidence in either bundle as to that earlier inquiry, when the enquiry is said to have been made, what the London Borough of Ealing was told in that inquiry and the response received;
 - (b) The email dated 29 May 2025 is after the period for which there is a claim;
 - (c) There is reference to the Property being sold but there is no evidence it was put on the market, the Respondent’s evidence was that she could not sell it with the Applicant *in situ*, no application for a TEN was made and no valid s.21 notice could be served (and therefore no order for possession made on the basis of s.21) whilst a property which required a licence was not so licensed;
 - (d) The Respondent’s evidence was that other than the purported earlier inquiry with the London Borough of Ealing (of which, as noted above, there is no evidence save the assertion in the Respondent’s email of 24 May 2025), she made no other inquiry or investigation about licensing requirements, had no system in place to ensure she was up to date with changes to licensing requirements and she did not employ an agent to deal with these matters.
92. In terms of the issues with the Respondent’s health, as set out above, the Tribunal notes that the medical letter contains no diagnosis. It refers to “high-pressure settings” but this would not apply to making an application for a licence. The requirement for a licence started on 3 January 2023 but the claim period only starts on 7 April 2023.
93. The Tribunal therefore finds, on the balance of probabilities, that no reasonable excuse defence is made out.
94. The Tribunal finds that the offence was committed for the period of 7 April 2023-6 April 2024.
95. The next question is by whom the offence was committed. The Tribunal determined that the offence was committed by the Respondent, being

the “person” within the meaning of s.95(1) and s.263 Housing Act 2004, who had control of the Property at the material time: the Respondent was listed as the immediate landlord on the tenancy agreement. In any event, the Respondent was the “person” managing the Property during the material time as she was the person who received the rent paid by the Applicants.

Should the Tribunal make a RRO?

96. Given that the Tribunal is satisfied, beyond reasonable doubt, that the Respondent committed an offence under section 95(1) of the 2004 Act, a ground for making a rent repayment order has been made out.
97. Pursuant to the 2016, a rent repayment order “may” be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in the *London Borough of Newham v John Francis Harris* [2017] UKUT 264 (LC) as follows:

“I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order”.
98. The very clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant, who may or may not have other rights to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.
99. The Tribunal is given a wide discretion and considers that it is entitled to look at all of the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. The Tribunal determines that it is entitled to therefore consider the nature and circumstances of the offence and any relevant conduct found of the parties, together with any other matters that the Tribunal finds to properly be relevant in answering the question of how its discretion ought to be exercised.
100. Taking account of all factors, the evidence and submissions of the parties, including the purpose of the 2004 Act, the Tribunal exercises its discretion to make a rent repayment order in favour of the Applicants.

The amount of rent to be repaid

101. Having exercised its discretion to make a rent repayment order, the next decision was how much should the Tribunal order?
102. In *Acheampong v Roman* [2022] UKUT 239 (LC) at [20] the Upper Tribunal established a four-stage approach for the Tribunal to adopt when assessing the amount of any order:
 - (a) ascertain the whole of the rent for the relevant period;
 - (b) subtract any element that represents payment for utilities;
 - (c) consider the seriousness of the offence, both compared to other types of offences in respect of which a rent repayment order may be made and compared to other examples of the same type of offence. What proportion of the rent is a fair reflection of the seriousness of this offence? That percentage of the total amount applies for is the starting point; it is the default penalty in the absence of other factors, but it may be higher or lower in light of the final step;
 - (d) consider whether any deductions from, or addition to, that figure should be made in light of the other factors set out in section 44(4)".
103. In the absence of a conviction, the relevant provision is section 44(3) of the 2016 Act. Therefore, the amount ordered to be repaid must "relate to" rent paid in the period identified as relevant in section 44(2), the subsection which deals with the period identified as relevant in section 44(2), the subsection which deals with the period of rent repayments relevant. The period is different for two different sets of offences. The first is for offences which may be committed on a one-off occasion, albeit they may also be committed repeatedly. The second is for offences committed over a period of time, such as a licensing offence.
104. At [31] of *Williams v Parmar* [2021] UKUT 244 (LC) it was said:

"... [the Tribunal] is not required to be satisfied to the criminal standard on the identity of the period specified in s.44(2). Identifying that period is an aspect of quantifying the amount of the RRO, even though the period is defined in relation to certain offences as being the period during which the landlord was committing the offence".
105. The Tribunal is mindful of the various decisions of the Upper Tribunal in relation to rent repayment order cases. Section 44 of the 2016 Act does not when referring to the amount include the word "reasonable" in the way that the previous provisions in the 2004 Act did. Judge Cooke stated clearly in her judgement in *Vadamalayan v Stewart and others* (2020)

UKUT 0183 (LC) that there is no longer a requirement of reasonableness. Judge Cooke noted (paragraph 19) that the rent repayment regime was intended to be harsh on landlords and to operate as a fierce deterrent. The judgment held in clear terms, and perhaps most significantly, that the Tribunal must consider the actual rent paid and not simply any profit element which the landlord derives from the property, to which no reference is made in the 2016 Act. The Upper Tribunal additionally made it clear that the benefit obtained by the tenant in having had the accommodation is not a material consideration in relation to the amount of the repayment to order. However, the Tribunal could take account of the rent including the utilities where it did so. In those instances, the rent should be adjusted for that reason.

106. In *Vadamalayan*, there were also comments about how much rent should be awarded and some confusion later arose. Given the apparent misunderstanding of the judgment in that case, on 6th October 2021, the judgment of The President of the Lands Chamber, Fancourt J, in *Williams v Parmar* [2021] UKUT 0244 (LC) was handed down. *Williams* has been applied in more recent decisions of the Upper Tribunal, as well as repeatedly by this Tribunal. The judgment explains at paragraph 50 that: “A tribunal should address specifically what proportion of the maximum amount of 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.”
107. The judgment goes on to state that the award should be that which the Tribunal considers appropriate applying the provisions of section 44(4). There are matters which the Tribunal “must, in particular take into account”. The Tribunal is compelled to consider those and to refer to them. The phrase “in particular” suggests those factors should be given greater weight than other factors. In *Williams*, they are described as “the main factors that may be expected to be relevant in the majority of cases”- and such other ones as it has determined to be relevant, giving them the weight that it considers each should receive. Fancourt J in *Williams* says this: “A tribunal must have particular regard to the conduct of both parties (including the seriousness of the offences committed), the financial circumstances of the landlord and whether the landlord has been convicted of a relevant offence, The Tribunal should also take into account any other factors that appear to be relevant.”
108. The Tribunal must not order more to be repaid than was actually paid out by the Applicants to the Respondent during that period (ignoring for these purposes a provision about universal credit not of relevance here). That is entirely consistent with the order being one for repayment. The provision refers to the rent paid during the period rather than rent for the period.

109. It was said, in *Williams v Parmar*, by Sir Timothy Fancourt [43] that the *Rent Repayment Orders* under the Housing and Planning Act 2016: Guidance for Local Authorities identifies the factors that a local authority should take into account in deciding whether to seek a Rent Repayment Order as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending. It was indicated [51] that the factors identified in the Guidance will generally justify an order for repayment of at least a substantial part of the rent. It was also said that a full award of 100% of the rent should be reserved for the most serious of cases.
110. The Tribunal has carefully considered the amount of the rent for the relevant period of the licencing offence that should be awarded.

Ascertain the whole of the rent for the relevant period

111. The relevant rent to consider is that paid during “a period, not exceeding twelve months, during which the landlord was committing the offence”.
112. The tenancy agreement states that the rent was £1,600 pcm. Twelve payments were made in the material period (A96) and although of those two payments were less than the full rent, this has been accounted for in the total amount claimed. There is evidence of rent payments (A98-120).
113. The Applicant was in receipt of Universal Credit (A121-A164). This has been deducted from the total rent, resulting in the amount sought (A96-7).
114. The whole of the rent for the relevant period is therefore £4,691.95.

Deductions for utilities?

115. Utilities were not included in the rent, so there is no deduction for this.

Seriousness of Offence

116. In *Williams v Parmar* [2021] UKUT 244 (LC) it was said that “the circumstances and seriousness of the offending conduct of the landlord are comprised in the ‘conduct of the landlord’, so the First Tier Tribunal may, in an appropriate case, order a lower than maximum amount of

rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness of mitigating circumstances or otherwise”.

117. As the Upper Tribunal has made clear, the conduct of the Respondent also embraces the culpability of the Respondent in relation to the offence that is the pre-condition for the making of the Rent Repayment Order. The offence of controlling or managing an unlicensed HMO is a serious offence, although it is clear from the scheme and detailed provisions of the 2016 Act that it is not regarded as the most serious of the offences listed in section 40(3).
118. In *Daff v Gyalui* [2023] UKUT 134 (LC) it was highlighted that there will be more and less serious examples within the category of offence: [49].
119. The Tribunal determines that the relatively less serious offence committed by the Respondent (i.e. a licensing offence) should be reflected in a deduction from the maximum amount in respect of which a RRO could be made.
120. In *Newell v Abbot* [2024] UKUT 181 (LC) was an appeal with a number of material similarities to the instant case. In *Newell*, the appropriate starting point was determined to be 60% of the rent paid. The tribunal took into account that
 - (a) The Respondent is an amateur as opposed to a professional landlord.
 - (b) The breach which occurred was inadvertent.
 - (c) The property was in good condition; and
 - (d) A licencing offence was committed.
121. The Tribunal does find that this is a case roughly on a par with *Newell*. There was some suggestion of the Applicant moving in to a bungalow, but there is no evidence as to who owned that bungalow and in any event, there was no such move. The Tribunal finds that the Respondent is an amateur landlord and the offence is a licensing offence (selective licensing). It is accepted that the Property was generally in a good condition (dealt with more fully under the heading of “conduct”).
122. The starting point for the Tribunal, taking account of this, is that a RRO should be made, reflecting 60% of the total rent paid for the relevant period.

Conduct

123. The Tribunal takes into account the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies when considering the amount of such order. Whilst those listed factors must therefore be taken into account, and the Tribunal should have particular regard to them, they are not the entirety of the matters to be considered: other matters are not excluded from consideration. Any other relevant circumstances should also be considered, requiring the Tribunal to identify whether there are such circumstances and, if so, to give any appropriate weight to them.
124. Allegations are made about the conduct of the Respondent:
- (a) The deposit was not protected (s.213 Housing Act 2004);
 - (b) No How to Rent Guide was provided (s.39 Deregulation Act 2015);
 - (c) No gas safety certificate was in place (s.36 The Gas Safety (Installation and Use) Regulations 1998);
 - (d) No EPC was provided (s.6 The Energy Performance of Buildings (England and Wales) Regulations 2012);
 - (e) Repeated serving of s.21 notices (A23-26) at a time when it was not lawfully possible;
 - (f) Abusive messages sent to the Applicant, which was reported to the police and no peaceful occupation;
 - (g) There were issues in relation to the condition of the Property:
 - (i) a leaking roof;
 - (ii) broken window;
 - (iii) garden door did not close properly;
 - (iv) boiler issues;
 - (v) broken cooker.
125. It is said that all of these matters required compliance for a selective licence to be granted.
126. In *Newell v Abbott* [2024] UKUT 181 (LC) it was said that the parties were not to identify every example of less than perfect behaviour.
127. The Tribunal finds as follows:

- (a) No EPC (A440 or How to Rent booklet was provided until the claim for possession;
- (b) Gas safety certificates were provided (organised by the Applicant – A50, A69-A70);
- (c) There was no compliance with all the requirements concerning the deposit and prescribed information (A209-212);
- (d) There was a report to the police (A17) about unannounced visits to the Property but the police found there was no offence and there were then messages about inspections on notice (see below);
- (e) The Respondent did send offensive messages to the Applicant (A72-A74);
- (f) As at 6 March 2024 (after service of a s.21 notice) the Respondent had not served a EPC or up to How to Rent booklet (A22), nor had the prescribed information been signed by the Respondent;
- (g) The Respondent did not engage (or properly understand the position) when the Applicant asserted that a licence was required (A32, A36, A41-A42, A50);
- (h) There were some attempts at inspection of the Property and repairs (A32-34, A36, A40, A42, A49, A53, A56, A64) and generally the Property was in good condition (some issues such as leaking roof did arise (A66-A68), but they were dealt with – the Applicant deducted from the rent for any repairs she paid for, A71);
- (i) The Property does now have a licence.

128. Given the Tribunal’s position as to the Respondent’s bundle and the consequential lack of evidence from the Respondent, the Tribunal finds no issues with the conduct of the Applicant. In so far as it need to make findings:

- (a) Mr. McHugh was already living in the Property when then moved in and so any “sub-letting” was as a result of the actions of the Respondent and within her knowledge;
- (b) “Anna” was simply a guest and there was no sub-letting to her;
- (c) The Tribunal accepts that the Respondent knew of an sanctioned the Applicant having cats in the Property;
- (d) The two months where there were deductions from the rent were as a result of issues concerning the Respondent trying to charge the Applicant for service charges and for a

repair carried out by the Applicant and, in any event, have been accounted for in the calculation of the total rent;

129. Taking account of this and balancing all the factors, the Tribunal makes an adjustment to the amount of the RRO in the amount of 10%, i.e. deciding that a RRO should be made, reflecting 70% of the total rent paid for the relevant period.

Whether landlord convicted of an offence

130. Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the Respondent has at any time been convicted of any of the offences listed in section 40(3). The Respondent has no such convictions.

Financial circumstances of the Respondent

131. The Tribunal takes account of what it was told about the financial circumstances of the Respondent and makes no adjustment.

The amount of the repayment

132. The Tribunal determines that, in order to reflect the factors discussed above, the maximum repayment amount should be discounted by 30% (i.e. the RRO is 70% of the rent paid in the material period). The Tribunal therefore orders under s.43(1) of the 2016 Act that the Respondent repay to the Applicant the total sum of £3,284.37.
133. The Tribunal has had regard to all the circumstances in setting a time for payment, including the amount of the RRO.

Application for refund of fees

134. The Applicant asked the Tribunal to award the fees paid in respect of the application should they be successful, namely reimbursement of the fees paid. The Tribunal does order the Respondent to pay all of the fees paid by the Applicant and so the sum of £341.

Judge Sarah McKeown
29 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)