



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

Case reference : **LON/00BH/HMF/2025/0698**

Property : **Room 1, 327 Tollgate Road, London, E6
5YF**

Applicant : **Aaron Marketis**

Representative : **In person**

Respondents : **(1) Adam Naeem
(2) Signature Lettings Ltd**

Representative : **Mr. Naeem – Mr. Emil Lixandru
(Counsel)
We Let Rooms (non-attendance)**

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

**Tribunal
member(s)** : **Judge S. McKeown
Mr. A. Fonka MCIEH CEnvH MSc**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **5 February 2026**

DECISION

Decision of the Tribunal

- (1) The name of the Second Respondent is changed to Signature Lettings Ltd;**

- (2) **The Tribunal is satisfied beyond reasonable doubt that the First Respondent committed an offence under Section 72(1) of the Housing Act 2004;**
- (3) **The Tribunal has determined that it is appropriate to make a rent repayment order.**
- (4) **The Tribunal makes a rent repayment order in favour of the Applicants against the First Respondent, in the sum of £5,390.40 to be paid within 28 days of the date of this decision.**
- (5) **The Tribunal determines that the First Respondent shall pay the Applicant an additional £337 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 for a rent repayment order under (“RRO”) section 41 of the Housing and Planning Act 2016 (“the 2016 Act”).

Application and Background

2. By an application dated 30 January 2025 (A4) the Applicant applies for a rent repayment order. The application is brought on the ground that the Respondents committed an offence of having control or management of an unlicensed House in Multiple Occupation (“HMO”) for failing to have a HMO licence (“licence”) for **Room 1, 327 Tollgate Road, London, E6 5YF** (“the Property”). It is alleged that there has been a breach section 72(1) of the Housing Act 2004 (“the 2004 Act”).
3. The Property is a room in a six-bedroom house (“the House”).
4. It is said that, during the Applicant’s tenancy, the House never had fewer than 5 occupants and that it did not have a licence during the period October 2023-November 2024. It is said that tenants had access to their rooms and could lock them with keys, implying exclusive possession and no tenant was ever moved from room to room.
5. The Applicant had said that he was claiming for the period is 13 October 2023-28 October 2024 (A123, A195) but it was clarified at the hearing that he was claiming for 13 October 2023-12 October 2024. The rent/charge was £600 pcm.

6. The Applicant (A46) states that he lived at the Property from 11 October 2023-16 November 2024 and the £600 per month included bills and Council Tax. It is said that there was no HMO licence for the Property "on the supposition that [the First Respondent] was living with family" but, in reality, he lived with only one family member, not two and the local authority had said that, in any event, he would need an HMO licence. It is alleged that the First Applicant had "lost a court battle" for another property which he illegally sublet and failed to maintain basic upkeep.
7. The Applicant states that his "License to Occupy" was a sham agreement as he had exclusive possession to his room and therefore had an assured shorthold tenancy. He states that the First Respondent's "role as a live in landlord was minimally invasive" and he never used common utilities such as showers, fridges, cupboards etc. He had his own amenities in the structure in the back garden he lived in. He did not have his own room in the house.
8. On the 21 August 2025, a Case Management hearing took place attended by the Applicant and Mr. Nathan, who represented both Respondents. The Applicant said at the hearing that he believed that "Mr. Nathan" was the First Respondent. Mr. Nathan said he did not believe that the Applicant was the Applicant. The order notes that:
 - (a) The Tribunal had sent the Respondent copies of the application with supporting documents;
 - (b) It was asserted that the landlord had committed an offence of control or management of an unlicensed HMO and the Applicant sought a RRO for the period of 12 months in the sum of £7,200.
9. There were a number of issues identified, including the following:
 - (a) Who was the correct Respondent? The Second Respondent said that it was the correct Respondent as it was the immediate landlord. There was no representation from the First Respondent. The Applicant said that the situation was confusing;
 - (b) Whether the First Respondent was a resident landlord? Mr. Nathan said that the First Respondent lived in the house but had sublet two rooms to We Let Rooms to let out to lodgers. The Applicant said that the First Respondent lived in a summerhouse outside the house.

10. The issues were adjourned to the final hearing.
11. Directions were given which, among other things, provided that the Respondents had to email a document of all relevant documents to the Tribunal by 27 October 2025, which included a full statement of reasons for opposing the application, including any defence to the alleged offence and response to grounds advanced by the Applicant, and deal with the issues identified at the hearing, along with any witness statements relied upon and passport identification of everyone who appears on behalf of the Respondents at the hearing. The order provided that if the Respondents failed to comply with the directions, the Tribunal may bar them from taking any further part in all or part of the proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.
12. On 29 December 2025, a Mr. Amir submitted an application on behalf of the Second Respondent seeking an extension of time and relief from non-compliance with the directions. The Applicant responded opposing the application.
13. On 5 January 2026, the First Respondent emailed the Tribunal asking for permission to rely on his evidence.
14. On 5 January 2026, the Applicant emailed the Tribunal (and others) stating, among other things:
 - (a) The First Respondent was living in the summer house in the back garden of the house;
 - (b) There were two internet connections, one going into the main property, another going into the summer house for the First Respondent's personal use as he did not want to share bandwidth with the rest of the house. This was also evidenced in the "chat";
 - (c) The internet connection leading into the summer house was wired through the main house further negating the idea that this was just used for storage (in the visit from the council prior to the new Wi-Fi connection being routed through). The Wi-Fi in the House was via an e sim which may show up differently on the First Respondent's bank statements and look like a phone bill instead as a result. The tenants in the house could corroborate this if asked independently;
 - (d) Opposing the application for an extension of time.

15. On 6 January 2026 (R11) the Tribunal ordered that the Respondents had permission to file a bundle by 9 January 2026, and in default they were debarred from contesting the proceedings. The Applicant could file a response by 15 January 2026. The hearing of 16 January 2026 remained effective.
16. The First Respondent sent a bundle to the Tribunal (stating that a copy had been served on the Applicant) on 9 January 2026.

Documentation

17. The Applicant has provided a bundle of documents referred to comprising a total of 195 pages (references to which will be prefixed by “A__”).
18. The First Respondent has provided a bundle of documents referred to comprising a total of 62 pages (references to which will be prefixed by “R__”).
19. The Applicant has provided a written response.
20. The Second Respondent has not provided any documents directly to the Tribunal. There is one document from it included in the First Respondent’s bundle (R14).

Respondent’s position

21. There is a witness statement from the First Respondent (R17). This states, among other things:
 - (a) During the material period, the House was his main home. He slept at the House and kept his belongings there. He used the kitchen, living areas and other shared parts of the House;
 - (b) The House was not divided into separate flats or self-contained units. There was a shared kitchen, living space and bathroom facilities;
 - (c) From time to time, individuals stayed in spare rooms, sharing the kitchen, bathroom and living area;
 - (d) The First Respondent retained keys and had unrestricted access to all parts of the House;
 - (e) On some occasions, spare rooms were used for short stays, friends, and Airbnb guests, which are exempt from the licensing requirements;

(f) There is a small outbuilding, which was used by the First Respondent as an office and gym only.

22. There is also a witness statement from Mr. Owen-Amadasun, who lives next door to the House (R21), from Mr. Mah (A22) a gas engineer, from Mr. Gwazai (R23) who has stayed in a room at the House since about March 2025, from Mr. Bandepalli (A24) who stayed at a room at the House from 3 February 2025-30 April 2025.

The Hearing

23. The Applicant attended in person. He brought identification to the hearing, but it was noted that his passport was in the bundle he had provided.

24. Mr. Lixandru (Counsel) represented the First Respondent, who did not attend. It was noted that there was no identification in the First Respondent's bundle, but Mr. Lixandru brought identification to the hearing, which was seen by the Tribunal.

25. The Second Respondent did not attend and was not represented. The Tribunal confirmed that, in light of this, there was no one to pursue the application to strike out.

26. Mr. Lixandru produced some documentation relating to planning permission in respect of the House on the morning of the hearing. The Tribunal did not have regard to these, given the history of the matter, the fact that the First Respondent was already given an extended time period for producing documents and the fact that they were produced outside this deadline, on the morning of the hearing, leaving the Applicant insufficient time to consider them.

27. A witness for the Applicant attended the hearing, Ms. Makwana. The Applicant wished to rely upon her evidence. The Tribunal said that it would consider the issue after hearing the Applicant's evidence, and after hearing submissions from Mr. Lixandru.

28. The Tribunal informed the Applicant that some of the files he had provided had not opened and that it had noted reference to a Zip file which it had not seen. It also said that it had not looked through the lengthy WhatsApp chat provided and that if the Applicant wanted to rely on any parts of that chat, he would need to take the Tribunal to those parts.

29. The Applicant gave evidence. He confirmed that the period he was claiming for was 13/10/23-12/10/24. He was asked questions by Mr. Lixandru as follows:
30. He was asked why he had not produced photographs to show the condition of the Property. He said that he had produced the WhatsApp group chat which set out a number of complaints. Mr. Lixandru said that he had not seen the WhatsApp chat. The Applicant confirmed that it had been sent to the Respondent (on the same day as the Applicant's bundle was sent). He referred to A48 where he sets out the issues with the rats. He said that he did not take photographs as he did not realise that he would be applying for a RRO. He was only advised to apply afterwards. He said that the photographs he had were taken mostly by participants in the chat who were members of household. When he exported the WhatsApp chat only certain amount of images would export because the chat was over a year. He said that he was not in contact with everyone still at the house. He did not have all the photographs saved to his current phone as in the intervening period he had changed his phones/data.
31. He was asked why, if the conditions were as bad as he set out in his witness statement, he had not taken action sooner. He said that it was only place he had to live, he was worried that he would be kicked out. He said that in the WhatsApp chat he was very patient with the First Respondent, until the end. He was not an adversarial person. He had been mentioning, throughout the tenancy, that the shower on his floor was not working. The responses from other people in the House, were more hostile and more aggressive than he was.
32. The Tribunal asked him with whom he had raised his complaints. He said it was in the WhatsApp chat and the First Respondent and Donna (who worked for the We Let Rooms) were part of the chat, as was another member of staff from We Let Rooms who stopped communicating with the Applicant after about a month or so. All of the other occupants of the Property were also in the chat.
33. He confirmed that he was paying £600 pcm. He was asked why he did not leave and rent somewhere else. He said that he needed to live in London and needed somewhere he could afford. The Property was the cheapest he could find and he had wanted to move out of his previous place quickly.
34. It was put to him that he stayed at the Property not because he did not have anywhere to go but because the rent was affordable. He agreed with this, but he said that it was also that he had nowhere else to go. He said that he did have hypothetical options (like moving to Scotland for £200 pcm) but that they were hypothetical.

35. He was asked what steps he had taken to look for alternative accommodation and how he had estimated that he could not afford alternative accommodation. He said that the London rental market was famously high priced, that £600 pcm was not high end, and that he had looked at being a “guardian” in a property with a friend for £500 pcm.
36. He was asked why he did not move from the Property. He said that there were a number of contributing factors, that he and his partner had talked about moving back to Colchester, which ultimately they did, but it was a long discussion, and a very difficult decision.
37. It was put to him that his decision was based on various factors, that he had accepted the Property as it was. He said that there were other people in other situations who had lived in similar conditions and had put up with them. He said that a person accepted what s/he accepted because of the difficulties, but this did not mean the conditions were good. He acknowledged that there was no picture of the Property in his bundle, but said that there was evidence in the WhatsApp concerning the rats and numerous complaints. In terms of photographs, “management” were in the WhatsApp chat who were supposed to go off their word, not photographs. If the occupants were suggesting things which were not true, they would not fix what was not broken. He said that this was normal behaviour for a complaints process. He said that there were hundreds of complaints in the WhatsApp chat.
38. He was asked how many of the participants in the WhatsApp chat were in court to give evidence. The Applicants asked where the First Respondent was, where his witnesses were? He said that his (the Applicant’s) relationship with the other occupants was quite strained as the House was a difficult place to live. He had to sleep in the living room because of rats, which was set out in the WhatsApp chat. Shay (another occupant) was upset with him and this caused issues between them. He had tried to contact another occupant, a Brazilian man, but his number was not available. He did not have much of a relationship with other occupants to be able to contact them. He had tried to talk to Alex, but Alex had work.
39. The Tribunal was referred to some of the WhatsApp messages including those referring to the Applicant not sleeping in the Room because of the rats and becoming ill from the rats (31/12/23), sleeping in the living room (22/01/24) as well as the messages from Huntsman Pest Control in the WhatsApp messages in December 2023-January 2024 as well as the bundle (A165-169).
40. The Applican was asked what he expected the First Respondent to do for him in terms of accommodation conditions for £600 pcm. He said that whether it cost £600 or £20m pcm, he would expect the law to be obeyed. He was not the only person who was there for long period and the “licence to occupy” was not applicable. It was his understanding that

people would have housing rights which would have to be honoured even if he did not contractually have them. Whenever he spoke to people, he believed he had an assured shorthold tenancy. When rats were biting him, giving him illness and destroying clothes, he would expect them to be removed. In the WhatsApp chat, the First Respondent tried to tell Huntsman that he (the Applicant) was the landlord (see messages on 02/01/24). He said that if we searched the WhatsApp chat for “rats”, there would be about 20 results. The message at 09/11/24 contained a general summary of the issues at the House including: mice or rats; broken shower; inaccessible toilet door; broken lights.

41. He was asked to take the Tribunal to the evidence showing his direct complaints to the First Respondent about the issues raised in his application. He said that the House worked through WhatsApp and that is where they would make complaints. He was asked to go to the exact WhatsApp messages showing complaints with the First Respondent. He referred to the WhatsApp messages on 09/11/24 but he said that pretty much all the messages were complaints.
42. The Tribunal noted that at least one message mentioned photographs being attached (09/11/24 at 08:07). The Applicant said that if one read the entire WhatsApp chat, it would provide the answer. The Tribunal asked if the Applicant had raised issues with the First Respondent. He said that he had not only talked to him and throughout his occupancy, the First Respondent had wanted to “flip flop” as to whether he was a part of We Let Rooms and then distancing himself from it. He said that the First Respondent was in the group chat and was there to read the messages and respond to them. He said that the occupants had “back and forths” with the First Respondent, who was minimising their complaints, saying he would get to it. The Tribunal asked about the First Respondent’s responses. The Applicant said that in almost every message, he was using “us v them” language, meaning he was part of We Let Rooms and all the occupants understood that he was part of We Let Rooms.
43. The Applicant referred to the WhatsApp messages on 22/11/23 about the boiler and about the rats on 15/13/23.
44. The Applicant said that the First Respondent was playing a similar role to “Donna”. At no point had he behaved like a tenant, asking if someone was using the shower or the oven. The Tribunal asked if anyone else from We Let Rooms or part of the group dealt with issues the Applicant had raised. The Applicant said that Donna was only person remotely reliable. She was an employee of We Let Rooms. The Applicant would send messages to Donna but also to the First Respondent. He confirmed that the WhatsApp messages he had produced had started on 16 October 2023, when he was added to the group.

45. The Applicant confirmed that he lived in room 1. He said that he may have referred to it as room 5 in some of the documents. He said that his room was on the first floor.
46. The Applicant thought that he had moved in on 13 October 2023. When he moved in, “Kennedy” was living on the second floor and been there for about 3 years. He was there until about Feb-March 2024. A week or two after he left, Valter moved into that room, and he stayed for around 3 months. Another person then moved in, a Brazilian man, who was there until the Applicant left the Property. “Shay” also lived on the top floor. He was there when the Applicant moved in and was there when he left. Alex was also on the top floor. He had been there from about 2021 and the Applicant thought that he was still living there. In addition, there was a room on the top floor that was used for Airbnb. The Applicant lived on the middle floor, as did Oliver (who was allegedly a family member), who was there when the Applicant moved in and was there when the Applicant moved out. Tomasz also lived on the middle floor. He lived there for the entirety of the Applicant’s occupation. The Applicant thought that he had been living there for about a year or two before the Applicant had moved in. He was still living there when the Applicant left, which was in about November 2024.
47. Mr. Lixandru referred to the agreement in the bundle and it was put to the Applicant that it was between the Applicant and We Let Rooms. The Applicant said that it was between him and We Let Rooms but said that it was signed by Mr. Blake and the Applicant did not know who that was. He said that at the CMH, the First Respondent had “posed as Adrian”. Mr. Lixandru asked where the First Respondent’s name was on the agreement. The Applicant said that throughout the tenancy he had believed Julian Blake was the landlord but the occupants had never seen him. The Tribunal asked him in what capacity We Let Rooms were acting. He said that it was the letting agency acting on behalf of Mr. Blake, as he was person at end of tenancy agreement. The Tribunal asked him in what capacity he thought the First Respondent was acting. The Applicant said that he thought that he was part of We Let Rooms and he thought that he was acting on their behalf. He said that when the occupants asked the First Respondent about his position, he never mentioned that he was the landlord. He (the Applicant) said that the first time he found out that the First Applicant was the landlord was when he got the Land Registry documents. He said that that was when the First Respondent started being the landlord. The Tribunal asked the Applicant about this and why he thought the First Respondent was the landlord. He said that it was because the First Respondent owned the House and so he thought that was the landlord. This was after the CMH. The Tribunal asked the Applicant about who he had thought was the landlord when he was living at the Property. The Applicant said that he thought the landlord was Mr. Blake. He said that he did not think that the House would be in that condition with the First Respondent being there if he was the landlord.

48. The Applicant was asked if, when signed the agreement, he had undertaken any research to see who was behind We Let Rooms. He said that he went on the website for Companies House and found the First Respondent was owner of We Let Rooms ,but he then clarified that he did this in about April 2024. He said that when he referred to “We Let Rooms” this was the company on the agreement, that later changed its name to Signature Lettings. Other companies were opened under the name of We Let Rooms by Adrian. Since then, Adrian had dissolved that company and then re-opened it about three times (under the same name). The most recent time was about a month after the CMH in about August 2025 and then a new company under the same name had been opened. He said that there were three We Let Rooms: two opened by Adrian who had dissolved them; one belonged to the First Respondent, which was the one on the agreement, which had changed its name to Signature Lettings.
49. The Tribunal then raised the issue of whether the name of the Second Respondent should be changed to Signature Lettings Limited. Mr. Lixandru asked the Applicant why he had not put Signature Lettings as the Second Respondent instead of We Let Rooms. He said that he had not realised that he had to change the name of the Second Respondent personally. He said that he was responding to the fact that his agreement referred to We Let Rooms. He said that this was a case to pierce the corporate veil. He said that in August 2025, he had believed that We Let Rooms had become Signature Lettings, which had turned into We Let Rooms, which had been dissolved. It was only when he spoke to Anisha Makwana and he looked at Companies House that he had discovered the truth.
50. Mr. Lixandru asked the Applicant about his assertion in his witness statement that Airbnb guests were stealing from the House and it was put to him that he had not provided a list of missing items. The Applicant said that they were not his items. He was asked where the evidence of the theft was. The Applicant said that he had never claimed that items had been stolen from him. He said that Airbnb guests were looking through things in the kitchen, which he had heard from Kennedy. He then confirmed that he saw one person looking under the sink. He said that he thought £20 had been stolen from Oliver.
51. It was put to him that he had claimed the House/Property did not have a HMO licence. The Applicant confirmed this and said it had been confirmed by the local authority. He was asked what made him think that the Property should have a licence. He said that everyone in the House apart from one room lived there for a year or longer and so it seemed like they had assured shorthold tenancies even if the documents were called licences. He said that 2-3 years was a long time for a lodger and it felt like a disguise for a tenancy agreement.

52. The Tribunal asked the Applicant what type of licence the Property ought to have had. He said that he did not know the difference and he had not looked it up. Once the different types of licence were explained, he said that it should have had a mandatory licence as there were 6 people living in the House, but possibly also an additional licence.
53. Mr. Lixandru asked the Applicant how he had communicated with the local authority, whether it was by telephone or email. The Applicant said both. The Tribunal pointed out that there was an email in the Applicant's bundle (A58). Mr. Lixandru asked the Applicant if he had had any communication with the local authority whilst he was living in the House. He confirmed he had only done it after he had left and said that he was worried his housing security, worried that he would get kicked out. He said that he was in a precarious situation and that was why none of other tenants had done it and was also why they were not giving evidence.
54. The Applicant was asked about his email to the local authority (A58) and asked if this was his first one. He said that there was an earlier one, possibly from November. He was taken to A55 which was in November 2024 and he confirmed there was a follow-up email in June 2025 (A57).
55. Mr. Lixandru put to the Applicant that he had said that he was afraid that he would end up on the street, but that he was in communication with the local authority in November 2024. The Applicant confirmed that he had first contacted the local authority in November 2024. He said that he thought that he might have made telephone calls when in process of moving out and that he thought that he had left in early November 2024.
56. The Applicant confirmed that he paid his rent/charges to We Let Rooms. Mr. Lixandru asked him how he had paid. The Applicant said that it was by bank transfer to a business account.
57. The Tribunal asked the Applicant if his room had a lock on the door. He said that there was, that he could lock it from inside as well. It was a lock with a key. He said that he thought that the First Respondent had a key, but he had never used it as far as the Applicant was aware. He did not think that the First Respondent had entered anyone's room and he had not asked to do so. The reason he thought that the First Respondent had a key was that he had been told that by the First Respondent and it was standard for a landlord.
58. Mr. Lixandru asked the Applicant if he had ever been chased to make payments. The Applicant said that this was how there had been confusion over three additional months' payments had been made. He said that as he had not had a job, he had paid three months' rent up front, but when it came to the months going forward, he was cashed by a member of staff from We Let Rooms. The Tribunal clarified the

payments it had noted from the bundle (see below) which did not appear to evidence any “overpayment”.

59. The Applicant confirmed that the £150 he paid was not for rent, but for utilities. In terms of utilities, he said that, in terms of gas (and the heating) he never had his radiator one, so it would not be a lot. He said initially nothing should be deducted but acknowledged that he would have benefited from the warmth of the House. He did not really know what the amount of any discount for gas should be. He said that he had always had tenancies where bills were included. He thought possibly £100-£200. In terms of electricity, he said that he did not use a lot. He would charge his phone and use the oven and lighting, so possibly £100. Council Tax was paid by the landlord. In terms of water, he said that he did not use a lot as the shower did not work. He said that he used the shower briefly, so possibly £100 in total. He said that he would stay at his partner’s so, on reflection, it would be £50 per month. In terms of broadband, he said that he thought that it was cheap and there was a period the House did not have it. He said that the First Respondent had his own broadband into the summerhouse. He thought that the total would be £20 per month, so it would be 1/6th of that.
60. When asked about the summerhouse, he said that it did not connect to the House and no one had access to it, apart from the First Respondent. The Applicant said that he had never been in it. The Tribunal asked him if he was aware where the First Respondent slept. He said that he seemingly slept in the summerhouse, but he could not say that he was there every night. He knew that the First Respondent had gone to Dubai for a month or so and the Applicant had suspicions that he went to his father’s house. The First Respondent may have slept in the summerhouse he but never ate, cooked or showered in House. He would only use the House by walking through the living room to get his post.
61. The Applicant said that the shower on his floor was broken throughout his occupation and the shower on the top floor did not have hot water. There was a toilet on the ground floor.
62. The Applicant confirmed that he was not in receipt of Housing Benefit or Universal Credit at the material time.
63. The Tribunal asked the Applicant what he had meant when he used the phrase “pierce the corporate veil”. He said that the First Respondent changed positions and he meant that the Tribunal should see things as actually were; that the First Respondent did work for We Let Rooms and he took on the “duties” of a landlord (but had not performed them), that he was the landlord, he was the owner of the House. He said that he did not know if the First Respondent was the landlord in that regard. But he did not live in the House. He said that the First Respondent wanted to distance himself and but was also the director of Signature Lettings. He said that in a telephone call, the First Respondent had said that he was

not liable for the RRO as he was not part of We Let Rooms and that the Applicant would lose his application as he (the First Respondent) had nothing to do with We Let Rooms.

64. The Tribunal asked the Applicant if he was seeking an order against the First Respondent, Second Respondent or both. He said that the First Respondent seemed to be the landlord, but also a director of We Let Rooms, so he was seeking an order against him. He was the managing director of Signature Lettings, he had the money and could pay any payment ordered. He was the owner of We Let Rooms. He was also seeking an order against We Let Rooms/Signature Living as he had sent his payments to We Let Rooms, so he supposed the order would be made against it. He did say that Mr. Blake was also on the agreement.
65. The Tribunal asked him if the ownership of the House was relevant. He said that it was owned by the First Respondent.
66. The Tribunal said that it would not hear evidence from Ms. Makwana as no witness statement had been produced, Mr. Lixandru would not know what evidence she would give and he would not have been able to prepare questions. The Tribunal did observe that she had not lived in the House (so would not be able to give evidence about that), it had her WhatsApp messages (A126) and it had the decision to which she was a party (A149).
67. The Tribunal observed to the parties that one issue was the weight to be attached to the First Respondent's witness statement given that he had not attended the hearing and could not be asked question.
68. Mr. Lixandru said that it was for the Applicant to establish facts and not for the First Respondent. It was for him to bring witnesses and evidence to prove his case. The Applicant's case consisted of hearsay and assumptions, e.g. rat infestation, theft. The Applicant had referred to other tenants in the House but they were not witnesses. He alleged that the First Respondent was living in the summerhouse but this was incorrect. His bedroom in the house could be seen from R61. The Tribunal then asked if there was any evidence that this was a photograph of a bedroom in the House. It was accepted that there was not. Mr. Lixandru said that it could be inferred from the First Respondent's witness statement. Dealing with this issue, the Applicant said that it was not a bedroom in the House, or at least not one that she had ever seen. He said that it was possible that the photograph could be Valter's bedroom after he had moved out. He said that if it was picture of that room in House then the House was over-occupied, as there was not a 7th bedroom. He said that the First Respondent could not have lived there the whole time given the occupants he had described.
69. The Tribunal asked what weight should be attached to the First Respondent's witness statement given he had not attended the hearing. Mr. Lixandru said that it could not be 100% given not he had not

attended and the Applicant had confirmed he had never accessed the summerhouse. The Tribunal asked what weight, more generally, should be attached to his witness statement. Mr. Lixandru said that it should have “sufficient” weight given the rest of the evidence which corroborated his case. He said that the evidence of the First Respondent was confirmed by other evidence, e.g. the picture of studio at R61, refer the communication with the local authority, R18 para. 21 of WS, R18.

70. The Tribunal pointed out that it would have had questions to ask him. Mr. Lixandru said that all of the First Respondent’s evidence in his witness statement was all proven by associated documents in the bundle, and the bank statements. He referred to R13 and asked that any questions could be answered by the evidence in the bundle, such as the photograph of the summerhouse (R61) and of the bedroom (R62). He also referred to the documents provided that morning (which were said to go to the allegation that there was no planning permission for the summerhouse).
71. Mr. Lixandru said that the First Respondent was not part of the licence agreement or the tenancy agreement and payments were not made to him. He said that the application for the change of name should have been at an earlier stage, at the CMH. It was noted that the Second Respondent was not represented at the hearing. Mr. Lixandru said that the Second Respondent could have a connection with the First Respondent. When asked about this, Mr. Lixandru said that the First Respondent had worked and collaborated with We Let Rooms during this period, but We Let Rooms were letting the rooms in the house. When asked in what capacity the First Respondent was acting or involved, Mr. Lixandru could not answer this, but he did say that the First Respondent was not a director or officer of We Let Rooms.
72. Mr. Lixandru said that the First Respondent was not part of the agreement the Applicant signed. He said that the planning application was closed (R58). He said that it was for the Applicant to prove why the Property needed a licence and what licence, but the First Respondent’s position was that the Property did not require a licence. The Tribunal asked Mr. Lixandru about R13 and whether it was said that the lettings were on a short-term basis. He said that the majority were and that the Applicant had failed to prove how many rooms were let, beyond his own evidence. None of the people had given evidence. The Tribunal and asked about the reference to “homeowner” and the fact that, if the Second Respondent was the “landlord” then the First Respondent could not be a resident landlord (nor could anyone else).
73. The Tribunal asked Mr. Lixandru to address the statutory tests and explain why it was said that no licence was required. He said that the rooms were all let on the short term and there was no clear evidence how many tenants were living there or what the arrangements were, beyond the evidence of the Applicant. The First Applicant is the homeowner and

he was living there. He was not the landlord and the Property was managed by We Let Rooms. Mr. Lixandru said that he could not say, without instructions, whether the First Respondent was the landlord or not.

74. Mr. Lixandru said that the Applicant's case was that he was constrained by his circumstances to leave the Property but there was no evidence that he for other rooms or enquired about other rental options. There was no clear evidence in the bundle that he raised formal complaints with We Let Rooms and no evidence that he had addressed formal complaints to We Let Rooms. In the WhatsApp group, the Applicant believed that the First Respondent was one of the tenants. There was no complaint to the First Respondent personally or the Second Respondent, only general discussions in the WhatsApp group, discussions as roommates.
75. The Tribunal noted that, in the WhatsApp group, the occupants were raising issues, not just having discussions.
76. Mr. Lixandru said that there were no photographs of the Applicant's room.
77. It was clarified with Mr. Lixandru that there were no allegations made against the Applicant in terms of conduct and no reasonable excuse defence raised. Further, that the Tribunal had nothing about the First Respondent's finances save the bank statements (R25-R44).
78. When asked, if a RRO was made, what would be the appropriate percentage, Mr. Lixandru said it should be under 25%. The HMO licence was not raised during the Applicant's stay and the only issues raised concerned the condition of the Property which were not evidence. Further, the Applicant had the opportunity to leave the Property.
79. The Applicant made submissions. He said that the WhatsApp chat was decent evidence and that there were some photographs. He said that the Companies House documents were gold standard evidence. The only thing up for debate was its interpretation. He said that Mr. Lixandru had claimed that he had to prove everything, but he was the Applicant and he knew that he would be cross-examined, but he was not on trial. He could not prove negatives. He said that the burden of proof was pushed on to him where it is logically impossible for him to prove it. He said that the First Applicant did not have a bedroom in the House. If burden was on him to prove it, he did not see why the person who owned the House was not in a better position to prove that and to take photographs or a video.
80. The Tribunal raised with Mr. Lixandru that it appeared that there was nothing to show that the photograph (R62) was or was not in the House (or summerhouse) and so it would not draw a conclusion either way. He admitted this.

81. The Applicant said that the First Respondent relied on the email R13 stating that everything was “all above board” but that this was on the basis that the inside of the summer house was just storage. The Applicant said that it was not. He said that Mr. Lixandru had said that the occupants of the House were on short-term lets, but they were not and the local authority would have been misled. He said that his allegations were based on his case. He was not able to visit the summerhouse or look inside: it was not part of the House. He asked why the First Respondent denied that he was the landlord as he had been claiming to be the landlord, and saying things about being a live-in landlord and this was a claim substantiated throughout the emails.
82. The Tribunal asked where there were references to the First Respondent being a live-in landlord. The Applicant referred to R14 but the Tribunal noted that it confirmed that We Let Rooms were the landlord. The Applicant said that it was mostly in emails. The Tribunal said that it did they were not in the bundle.
83. The Tribunal noted that the First Respondent did not appear to be mentioned in the tenancy agreement. The Applicant said that it was confusing, but that was due to the opacity of claims.
84. Mr. Lixandru asked him why he did not mention Signature Living from the start of the application. He said that he did not find out until after he had moved out and he could not have mentioned it before he knew. He said that he understood that the First Respondent owned We Let Rooms but he looked it up and found that We Let Rooms had been set up by Adrian. He said that Ms. Makwana found out about Signature Lettings and found out about the name change. The Applicant understood that the First Respondent owned the company and he (the Applicant), tried to find evidence and found out about the name change, which was after the CMH.
85. The Applicant said that the First Respondent’s witnesses were not an important part of the case, that the gas man may have visited one time. He objected to the documents handed up to the Tribunal on the morning of the hearing. He asked why they would be allowed as the First Respondent had had extensions and it would be unfair. The Applicant said that he did not think that the First Respondent was a tenant or roommate. He said that his room was in good condition apart from the rats.
86. The Applicant asked for reimbursement of fees as follows: issue fee of £110 and hearing fee of £227.
87. Mr. Lixandru was then given some time to take instructions on the matters which had been raised. After this time, he confirmed that there were no further submissions he wished to make.

Statutory regime

88. The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act.
89. 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.
90. Part 2 of the Housing Act 2004 (“the 2004 Act”) introduced licensing for certain HMO’s. Licensing was mandatory for all HMO’s which have three or more storeys and are occupied by five or more persons forming two or more households. “House in Multiple Occupation” is defined by s.254 Housing Act 2004. The Licensing of Houses in Multiple Occupation Order 2006 details the criteria under which HMOs must be licensed. The criteria were adjusted and renewed by the Licensing of Houses in Multiple Occupation Order 2018 which came in force on 1 October 2018 and since 1 October 2018 the requirements that the property must have three or more storeys no longer applies.
91. Section 61(1) Housing Act 2004 (within Part 2) states:
- “Every HMO to which this Part applies must be licensed under this Part unless-
- (a) a temporary exemption notice is in force in relation to it under section 62, or
- (b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4”.
92. Section 72(1) provides that:
- “A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed... but is not so licensed”.
93. 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.72(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

...

94. 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);

...

95. 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.
96. 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.
97. 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

Name of the Second Respondent

- 98. The Tribunal accepts the point made by the Applicant that he only discovered the name change after the CMH. In view of the fact that the company (We Let Rooms Limited), who is named on the agreement with the Applicant, has changed its name to Signature Living (A163) the Tribunal decides that the name of the Second Respondent should be amended to reflect the true position.

Approach to the application

99. The Tribunal has considered the application in four stages-
- (i) whether the Tribunal was satisfied beyond reasonable doubt that the First or Second Respondent had committed an offence;
 - (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 First or Second Respondent the Applicant's landlord at the time of the alleged offence?

100. The application has been brought against the two Respondents. In the documentation, the Applicant appears to refer to both of them, at different times, as being his "landlord" e.g. the First Respondent (A49, A54) and then the Second Respondent (or rather, its previous name, We Let Rooms) (A50). He does state in an email (A181) that the First Respondent is not a party to the "tenancy agreement" and if he were acting as landlord, this would be reflected in the "tenancy agreement".
101. The Second Respondent's position is also somewhat confused. Riverside Legal, who it appeared was purporting to represent the Second Respondent sent an email to the Tribunal stating that the correct Respondent was We Let Rooms and that that was the immediate landlord (A191) and at the CMH (R4), Mr. Nathan, who said he was representing the Second Respondent said that the First Respondent lived in the House, but had sublet two rooms to We Let Rooms to out to lodgers. It has also stated (A182-183, R14) that the landlord lives at the House. At R14 this landlord is said to be We Let Rooms, but the same document confirms that the First Respondent lived at the House.
102. The First Respondent's position (R17) is that he lived at the House. It is noted that in his witness statement (R17)
103. The Tribunal notes that if the Applicant's "landlord" was, indeed, the Second Respondent, the First Respondent cannot have been a "resident landlord" and the Respondents' position in relation to these issues are contradictory.
104. The Applicant's contract in respect of occupation of the Property (A63) is dated 11 October 2023 and is expressed to be between the Applicant and the Second Respondent. The "Property" is defined as 327 Tollgate Road, E6 5YF, but the "Room" is defined as Room 1. The term is expressed to be from 13 October 2023-31 January 2024 and "Then rolling".

105. The Tribunal finds that the First Respondent was the Applicant's landlord, for the following reasons:

- (a) It was understandable why the Applicant was confused over the identity of his landlord but the application against both Respondents leaving it open to him to argue that one or the other was his landlord. In his application, however:
 - (i) he asserts that it was the First Respondent who had not obtained a licence (A46);
 - (ii) he states that the First Respondent would refer to the tenancy agreement as to why he did not have to do certain things;The Tribunal has to consider the position and consider who, in its view, is the landlord and therefore the correct Respondent to the application;
- (b) The First Respondent is the registered proprietor of a proprietary interest in the House, and entered into a mortgage agreement in June 2021 (A118);
- (c) On the face of the tenancy agreement, the Second Respondent is the landlord and rent is to be paid by the Second Respondent by the Applicant (as it was). Neither Respondent, however, has provided any evidence to show that the First Respondent create a leasehold interest in the House in favour of the Second Respondent and there is no evidence that they have any proprietary interest in the House;
- (d) Payments were made from the Second Respondent (as We Let Rooms) to the First Respondent (R25-R44);
- (e) The First Respondent was the person who organised repairs and works to the House (A165-A168);
- (f) The position of the Second Respondent was that the landlord "lives at the property as his main residence" (A180 – see also A183, R13). This must be a reference to the First Respondent and is an acknowledgment that the First Respondent was the landlord;
- (g) Mr. Lixandru said that he could not say, without instructions, whether the First Respondent was the landlord or not;
- (h) At the CMH, Mr. Nathan (on behalf of both Respondents) said that the First Respondent

had sublet two rooms to the Second Respondent to let out to lodgers on a rent to rent agreement, but no evidence was provided of this;

- (i) The Tribunal noted at the CMH that there appeared to be “extensive confusion on the part of the respondents about the application and the various roles played by [the First Respondent”, Mr. Nathan and Mr. Hunter. The tribunal expects that these matters will be clarified by the time of the hearing”. They were not clarified and, even at the date of the hearing, Mr. Lixandru was not able to say whether the First Respondent was the landlord or not;
- (j) The Tribunal does not, generally, place any weight the information given by the Second Respondent at A14. It did not attend the hearing and was not represented and, in any event, the information given is internally contradictory and also contradicted by other information before the Tribunal (such as the information from Companies House in the Applicant’s bundle). It is noted, however, that within that document, it is asserted that the First Respondent is the “sole legal owner and resident landlord” of the House and the Second Respondent was not the “owner, tenant, sub-tenant or head-tenant”. It is confirmed that the First Respondent received a “fixed monthly service payment”;
- (k) The Tribunal does not place any weight on the evidence of the First Respondent (A17) as he did not attend the hearing. It is noted, however, that he does not assert that he was not the landlord. What he does say is that, on occasions, “practical assistance was used to help introduce individuals who were seeking to stay in spare rooms...”;
- (l) Where there is a conflict between the evidence of the Applicant and the evidence of the First and/or Second Respondent, the Tribunal prefers the evidence of the Applicant;
- (m) It is clear from the WhatsApp chat that the First Respondent was in the WhatsApp chat so that occupants could raise issues about the House to him. He would respond (from a landlord’s position) to issues that were raised;
- (n) He responded (from a landlord's position) to issues that were raised about the property by the applicant and other tenants;

- (o) The Applicant's evidence was that he had raised issues with the First Respondent and that, throughout his occupancy, the First Respondent had wanted to "flip flop" as to whether he was a part of We Let Rooms and then distancing himself from it. He said that the First Respondent was in the group chat and was there to read the messages and respond to them. He said that the occupants had "back and forths" with the First Respondent, who was minimising their complaints, saying he would get to it;
- (p) The Applicant only thought that Mr. Blake was the landlord as his was the name given as the signatory on the agreement, but he confirmed that he had had no contact with Mr. Blake. It was not contended by anyone, during the instant application, that Mr. Blake was the landlord;
- (q) In the WhatsApp chat:
- (i) 28/10/23 – in response to a complaint that there were new people in the House, the First Respondent says "We can not message every time as it will be new Guest every week. Or every few weeks"
 - (ii) On 31/10/23 – in response to a request for an email address, the First Respondent gives his email address as admin@weletrooms.uk;
 - (iii) 05-08/11/23 – the First Respondent responds to concerns about the heating and 17-22/11/23, 24/11/23, 29/11/23 about the boiler;
 - (iv) 24/11/23 – the First Respondent deals with an issue with the fire alarm;
 - (v) 24/12/23 – the First Respondent responds to an issue about pest control;
 - (vi) 22/01/24 – the First Respondent deals with an issue with the garden door;
 - (vii) 05-06/03/24 – the First Respondent is dealing with the builders;
 - (viii) 31/04/24 – the First Respondent is dealing with lights;
 - (ix) 18/08/24 – the First Respondent states that the rent must be paid on time, he refers to having a spare key but says "no one from our side has been your room";
 - (x) 23/08/24 – the First Respondent refers to changing Wifi provider;
 - (xi) 21/12/24 – the First Respondent controls how often the cleaner comes.

(r) “Donna” was also in the WhatsApp chat, but the First Respondent acknowledges that practical assistance was used to assist with basic arrangements (R19). The Respondents had the opportunity to properly explain the relationship between them and with the Applicant (as mentioned in the directions order) but did not do so, and the Tribunal therefore must draw inferences as best it can).

106. It is also noted (although this is not conclusive) that in the Tribunal case provided by the Applicant (67 Orme Road – A148) the RRO was made against We Let Rooms Limited. The Tribunal does not have access to all the facts of this case. It is noted that the finding was that it was We Let Rooms Limited that was letting out rooms in that property and that the Tribunal, in that case, was satisfied that We Let Rooms Limited “was the landlord for the purposes of the 2016 Act and that it was a ‘person having control’ of the Property and/or a ‘person managing’ the Property, in each case within the meaning of section 263 of the 2004 Act”. In that case, the application was only made against the one respondent and it does not appear that there was any assertion that there was a “resident landlord”.
107. The Tribunal finds that the First Respondent was the immediate landlord of the Applicant. It then considers whether he was either a person having control of the Property or whether he was managing it. As noted above, in order to be a person in control of the Property, the First Respondent must be the person who receives the rack-rent of the Property or who would so receive if it the Property were let at a rack-rent (s.263(1) 2004 Act).
108. There was evidence of the Applicant paying rent to the Second Respondent (R121). There is, however, evidence of the rent being forwarded on to the First Respondent (R25-R44). The Tribunal is satisfied that the First Respondent was a person having control of the Property. As set out above, it is clear from the WhatsApp chat that the First Respondent was in the WhatsApp chat so that occupants could raise issues about the House to him. He would respond (from a landlord’s position) to issues that were raised.
109. Further or alternatively, as noted above, to be a person managing the property the First Respondent must be firstly, either an owner or lessee of the premises. There is no doubt that he is the owner of the House (see above). He must either receive some rent or payment from those in occupation or must be a person who would so receive those rents but for having entered into an arrangement with another person, who is not an owner or lessee of the premises, by virtue of which that other person receives the rent or payments. The Tribunal infers that the First Respondent must have entered into an agreement with the Second

Respondent for the Second Respondent to receive the rent on his behalf. There is no evidence that the Second Respondent was itself an owner or lessee of the property. It follows, therefore, that the First Respondent was a person managing the property by virtue of section 263(3)(b) of the 2004 Act”.

110. The Tribunal does not consider that it needs to determine whether the Applicant had a tenancy or a licence as s.262 Housing Act 2004 provides:

(6) In this Act “occupier”, in relation to premises, means a person who-

(a) occupies the premises as a residence, and

(b) (subject to the context) so occupies them whether as a tenant or other person having an estate or interest in the premises or as a licensee;

and related expressions are to be construed accordingly.

111. If, however, the Tribunal is wrong about that, it finds that the Applicant did have a tenancy for the following reasons:

112. The agreement (A63) is headed “Licence to Occupy Residential Property” and refers to a “Licence Fee”. It states that no relationship of landlord and tenant is created, but simply stating these things does not mean the occupation is pursuant to a licence: the Tribunal needs to look at the substance of the agreement: *Street v Mountford* [1985] AC 809. It is also noted that there are also references to the occupation being pursuant to a tenancy (A178). In *Street*, it was held that where a landlord granted a right to occupy residential accommodation for a term at a rent, and the occupier obtained exclusive possession, this would normally give rise to a tenancy. The Tribunal finds, on the Applicant’s oral and written evidence (AR1), that he was able to lock his door and he therefore had exclusive possession. There was no evidence that the Second Respondent, as landlord had a key. Even if the First Respondent had a key (and there was no evidence that he did, beyond him telling the Applicant that he did – he never appeared to use any key), he was not the landlord and, on what is said by the Second Respondent, the First Respondent had no “ownership, involvement, or connection” with We Let Rooms, and he was not a director, shareholder, employee, agent or partner of We Let Rooms (R14).

113. The agreement states that the Owner would be entitled, on giving not less than 1 month notice, to require the “Licensee to transfer to a comparable room elsewhere within the Property”. The Applicant, however, occupied the same room throughout his time at the House and so this was not a genuine right but a pretence.

114. It is also noted that the deposit requirements for assured shorthold tenancies were complied with (A66, A169).
115. The Tribunal finds as a fact, that the Second Respondent was the landlord of the Applicants for the period 13 October 2023-12 October 2024.

Was a relevant HMO licensing offence committed during the period 13 October 2023-12 October 2024 and by whom?

116. The Tribunal applies, as it must, the criminal standard of proof (s.43(1)).
117. The Tribunal finds that the House meets the definition of a House in Multiple Occupation (s.254 Housing Act 2004) as it:
- (a) Consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
 - (b) The living accommodation is occupied by persons who do not form a single household;
 - (c) The living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
 - (d) Their occupation of the living accommodation constitutes the only use of that accommodation;
 - (e) Rents were payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and
 - (f) Two or more of the households who occupy the living accommodation share one or more basic amenities (defined as a toilet, personal washing facilities or cooking facilities).

118. Section 55 states:

“(1) This Part provides for HMOs to be licensed by local housing authorities where-

- (a) HMOs to which this Part applies (see subsection (2)), and
- (b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority-

- (a) any HMO in the authority's district which falls within any prescribed description of HMO, and

(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation”.

119. The Tribunal finds that, for at least the period of 13 October 2023-12 October 2024, the House was a “HMO” (s.254-259) and, pursuant to the Housing Act 2004 (“the 2004 Act”) and the regulations made under it, the House required a mandatory licence in order to be occupied by five or more persons living in two or more separate households. The Tribunal finds that the House was, at the material time, occupied by at least five people living in more than two separate households (see, e.g. A185, AR4):

- (a) the Applicant;
- (b) Kennedy, Valter, Brazilian man;
- (c) Shay;
- (d) Alex;
- (e) Oliver;
- (f) Tomasz.

120. The House, including the Property, did not have a licence. The issue of a resident landlord is not relevant here (there being 6 people living at the House, as noted at A57), but in any event, the Tribunal would find that the First Respondent did not live at the House during the material period. The Tribunal finds that, even if the First Respondent stayed in the “summerhouse” on occasion, he did not occupy it as his only or principal home (para. 10(1), Sch. 1, Housing Act 1988). The Tribunal notes that there is no evidence as to what bedroom the photograph at R62 shows – it cannot read the First Respondent’s witness statement as explaining that it is his bedroom in the House but in any event, as the First Respondent did not attend the hearing, it prefers the evidence of the Applicant. The Tribunal does not attach any weight to the witness statements of Mr. Owen-Amadasun, Mr. Mah, from Mr. Gwazai and Mr. Bandepalli as they did not attend the hearing.

121. The Tribunal does not accept that the other occupants of the house (listed above) were Airbnb guests or short-term stays. The Tribunal accepts the Applicant’s evidence as to how long residents were living at the House.

122. Where the Respondent would otherwise have committed an offence under section 72(1) of the 2004 Act, there is a defence if the Tribunal finds that there was a reasonable excuse pursuant to section 72(5). 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.

123. 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.
124. 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.
 - (d) a landlord’s reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least, the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition, there would generally be a need to show that there was a reason why the landlord could not inform him/herself of the licensing requirements without relying upon an agent (e.g. because the landlord lived abroad).
125. The Tribunal has considered whether there is any reasonable excuse defence. One was not put forward. The Tribunal has considered if there was a reasonable excuse defence based on the First Respondent thought that no licence was required as he was a resident landlord and lived with lodgers. It finds, on the balance of probabilities, that no reasonable excuse defence is made out: the facts cannot give rise to a reasonable excuse defence, for the reasons set out at para. 120 of this decision.
126. The Tribunal finds that the offence was committed for the period of 13 October 2023-12 October 2024.

Should the Tribunal make a RRO?

127. Given that the Tribunal is satisfied, beyond reasonable doubt, that the First Respondent committed an offence under section 72(1) of the 2004 Act, a ground for making a rent repayment order has been made out.
128. 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”.
129. 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.
130. 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.
131. 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

132. Having exercised its discretion to make a rent repayment order, the next decision was how much should the Tribunal order?
133. 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)".

134. 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.

135. 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".

136. 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.

137. 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.”
138. 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 includes 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.”
139. The Tribunal must not order more to be repaid than was actually paid out by the Applicants to the First 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.
140. 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.
141. 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

142. The Applicant is entitled to recover any rent paid in any 12 months during which the offence was committed: s.44 Housing and Planning Act 2004 and LON/00AJ/HMF/2018/0053 (*Sharma & Subramani v Lau*) in which it found, among other things, that the amount of a RRO is not limited to 12 months prior to the application to the Tribunal, but to a maximum 12-month period during which the landlord is committing the relevant offence, in accordance with section 44(2) of the Housing and Planning Act 2016.
143. The relevant rent to consider is that paid during “a period, not exceeding twelve months, during which the landlord was committing the offence”.
144. The tenancy agreement (A63) states that the charge was £600 pcm with the first payment due on 11 October 2023. The payment date is 29th of the month.
145. There is evidence of the following payments:

A122 - £368 (13 October 2023-31 October 2023), £600 x 2 (29 November and 29 December)

30/12/23 £600 (29 January)

31/01/24 £600 (29 February)

27/02/24 £600 (29 March)

28/03/24 £600 (29 April)

26/04/24 £600 (29 May)

27/05/24 £600 (29 June)

25/06/24 £600 (29 July)

27/07/24 £600 (29 August)

27/08/24 £600 (29 September)

28/09/24 £600 (29 October)

28/10/24 £600 (not for rent in the material period)

146. In the case of *Kowalek v Hassanein Ltd* [2022] EWCA Civ 1041, the Court of Appeal held, among other things that, on a true construction of s.44(2) of the 2016 Act, in order to be recoverable under a RRO, the rent in question had both to have been paid to discharge indebtedness which had arisen during the relevant period of offending by the landlord and in fact paid during that period.
147. During the period 13 October 2023-12 October 2024, the following payments fell due and were made: £7,568
148. The Applicant was not in receipt of Universal Credit or Housing Benefit.
149. The whole of the rent for the relevant period is therefore £7,568.

Deductions for utilities?

150. The tenancy agreement provides as follows:

4. Utilities

4.1 The costs of the utilities serving the Property are included within the Licence Fee payable for the Room.

4.2 As part of the fair usage policy there will be a contribution of £150 towards the bills for the period of the contract

151. The Tribunal therefore needs to make a deduction from the total rent due for utilities. The Tribunal notes what was said by the Applicant. The Tribunal finds that the Applicant did over-estimate the amount to be deducted for utilities (he made clear that he was offering his “best guess” (this is the Tribunal’s wording, not his) and that the figures he offered were not based on any facts. The Applicant makes deductions as follows (i.e. the Applicant’s share of utilities):

- (a) Broadband - £50 p.a.;
- (b) Gas - £580 p.a.;
- (c) Electricity - £250 p.a.;
- (d) Water - £100 p.a.

Total = £980, less the contribution of £150 = £830.

152. The whole of the rent for the relevant period is therefore £6,738.

Seriousness of Offence

153. 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”.
154. 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).
155. 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].
156. The Tribunal determines that the relatively less serious offence committed by the First 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.
157. 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 (section 95(1), HA 2004).
158. The Tribunal does find that this is a more serious case than *Newell* as it concerns a mandatory licence, the First Respondent cannot be described as an amateur landlord and the breach was not inadvertent. The

condition of the Property and the House is dealt with more fully under the heading of “conduct”.

159. The starting point for the Tribunal, taking account of this, is that a RRO should be made, reflecting 70% of the total rent paid for the relevant period.

Conduct

160. 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.

161. 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.

162. Allegations are made about the conduct of the First Respondent:

- (a) The deposit had not been returned;
- (b) The occupancy agreement was a sham;
- (c) There was a rat infestation (A48, A165-A168);
- (d) There was unauthorised use of the House as an Airbnb (operating as an Airbnb longer than the 90 days which are permitted). There was no planning permission for this nor was the local authority informed (A57);
- (e) Bailiffs attended at the House;
- (f) The House was dilapidated and any complaints were dealt with slowly and met with resistance. Some of the issues were: theft of items by Airbnb guests; excessive noise from the same, broken shower for 13 months, dilapidated toilet;
- (g) Overpayment of rent (A173-176);
- (h) No fire safety checks.

163. The Tribunal finds as follows:

- (a) There was an infestation of rats. Complaints were made about this, but no proper or swift

actions was taken (A165-168). This had the result of the Applicant sleeping in the living room at the House;

- (b) There was an overpayment of rent that the Applicant was told to make, as set out above;
- (c) There were no fire safety checks;
- (d) The shower was broken for 13 months;
- (e) The First Respondent fails to appreciate that referring to the agreement as a “licence” did not make it a licence and it did not engage with the reality of the situation.

164. No adjustments are made for the following:

- (a) Use of the House as an Airbnb;
- (b) Attendance by bailiffs;
- (c) Theft by Airbnb guests or other complaints about the behaviour of Airbnb guests;
- (d) The deposit was not returned but less than 2 months’ notice was given by the Applicant.

165. 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 80% of the total rent paid for the relevant period.

Whether landlord convicted of an offence

166. Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the First Respondent has at any time been convicted of any of the offences listed in section 40(3). The Tribunal is aware of the decision LON/ooBG/HMF/2022/0149 (A148). From the conversation at A127 (particularly A130, A134, A140-1) it does appear that the company that became Signature Lettings Limited is the same as the company that was the subject of the RRO in LON/ooBG/HMF/2022/0149 and that the First Respondent was the director of that company. Given the fact that neither Respondent attended the hearing and Mr. Lixandru was unable to assist on the change of name etc, the Tribunal will proceed on the basis that the First Respondent has no such convictions.

Financial circumstances of the First Respondent

167. The Tribunal takes account of what it was told about the financial circumstances of the First Respondent (including A146, R25-R44, R50-59) and makes no adjustment.

The amount of the repayment

168. The Tribunal determines that, in order to reflect the factors discussed above, the maximum repayment amount should be discounted by 20% (i.e. the fine is 75% of the rent paid in the material period). The Tribunal therefore orders under s.43(1) of the 2016 Act that the First Respondent repay to the Applicant the total sum of £5,390.40.
169. 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

170. The Applicant asked the Tribunal to award the fees paid in respect of the application should they be successful, namely reimbursement of the issue fee and the hearing fee. The Tribunal does order the First Respondent to pay all of the fees paid by the Applicant and so the sum of £337.

Judge Sarah McKeown
5 February 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)