



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

**Case reference** : **LON/00AJ/HMF/2025/0775**

**Property** : **6 Mersey Walk, Northolt, UB5 6TH**

**Applicants** : **Dmitrij Struk**

**Representative** : **Alex Struk**

**Respondent** : **Saqib Ahmad**

**Representative** : **Diane Doliveux**

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

**Tribunal members** : **Judge H Carr  
Ms S. Coughlin MCIEH**

**Date and venue of  
hearing** : **30<sup>th</sup> January 2026  
Alfred Place**

**Date of decision** : **9<sup>th</sup> February 2026**

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**DECISION**

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### **Decisions of the tribunal**

- (1) The tribunal determines to make a Rent Repayment Order to the Applicant of £5220.
- (2) The Rent Repayment Order must be paid within 28 days of the issue of this decision.
- (3) The tribunal determines that the respondent reimburse the applicant for his application and hearing fees, totalling £330.
- (4) The tribunal makes the determinations as set out under the various headings in this decision.

### **The application**

1. The applicant tenant, Mr Dmitrij Struk seeks a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to 6 Mersey Walk, Northolt, UB5 6TH
2. The applicant alleges that the respondent landlord has committed an offence under s.95(1) of the Housing Act 2004 (unlicensed house).
3. The respondent is Mr Saqib Ahmad who is the registered owner of the property and is listed as landlord on the tenancy agreement produced by the applicant
4. The applicant is seeking to recover £ 17,400 for the period 1<sup>st</sup> September 2023 – 31<sup>st</sup> August 2024.
5. The application was made on 27<sup>th</sup> April 2025 and received by the tribunal on 28<sup>th</sup> April 2025. Directions were issued in this matter on 25<sup>th</sup> July 2025 and further directions, following clarifications provided by the applicant, were issued on 12<sup>th</sup> August 2025.

### **The hearing**

6. Mr Struk appeared at the hearing accompanied by his brother Alex Struk, who assisted the applicant during the hearing.

7. Mr Ahmad appeared at the hearing together with his brother Mr Kashif Ahmad who gave evidence on the respondent's behalf. The respondent was represented by Ms Diane Doliveux of counsel.

### **The law**

8. Section 43 of the 2016 Act provides that this Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44 which limits the amount of the award to the rent paid during a period "not exceeding 12 months, during which the landlord was committing the offence."

9. Section 44(4) says as follows:

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies."

10. Guidance on how this Tribunal should approach quantification of the amount of a RRO has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and *Acheampong v Roman* [2022] UKUT 239. We refer to that guidance below when deciding how much to order by way of a RRO.

11. In *Williams v Parmar* the Chamber President said [50] that when quantifying the amount of a RRO:

" 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. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal

should also take into account any other factors that appear to be relevant.”

12. In *Acheampong* Judge Cooke said at [20] that the following approach would ensure consistency with previous legal authorities:

“ a. Ascertain the whole of the rent for the relevant period;

b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.

c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).”

13. In *Newell v Abbot* [2024] UKUT 181, the Deputy President, at paras. 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO’s awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At para. 57 he said as follows:

“ This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the

failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health.”

### **The background and chronology**

14. The property is a 3 bedroomed maisonette with a bathroom, kitchen, living room and garden.
15. Mr Struk moved into the property in 2016 with his then partner Ilona Lukauskiene and his brother Mr Alexe Struk. At that time the property was managed by an agent. In 2017 the respondent took over the management of the property and dispensed with the service of the agent.
16. The applicant provided a copy of the assured shorthold tenancy agreement which is in the joint name of the applicant and Ms Lukauskiene. The respondent is named as the landlord on this agreement. The applicant said that Ms Lukauskiene lived at the property throughout the period of the claim, but moved out in January 2025 following a leak from the flat above.
17. The respondent is named as the leasehold owner of the property on the land registry.
18. The monthly rent is £1450. There has been no rent increase since the commencement of the tenancy.
19. The property required selective licensing from January 2023.
20. In December 2024 there was a serious leak from the upstairs flat. This led to the applicant contacting the local authority in March 2025 because the leak was continuing and impacting upon the liveability of two of the rooms in the property.
21. On 24<sup>th</sup> April 2025 the respondent issued a s.21 notice. Both parties agreed that the issue of the notice was preceded by a WhatsApp message from the respondent informing the applicant that the respondent intended to sell the property. That WhatsApp message was not in the evidence bundles.
22. Possession proceedings were not pursued and the applicant continues to live at the property with his brother Mr Alex Struk
23. A full chronology, provided by counsel for the respondent, is attached at Appendix 1 to this decision.

## **The issues**

24. The issues that the tribunal must determine are;
- (i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?
  - (ii) Does the respondent have a 'reasonable excuse' defence?
  - (iii) What amount of RRO, if any, should the tribunal order?
    - (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
    - (b) What account must be taken of
      - (1) The conduct of the landlord
      - (2) The financial circumstances of the landlord:
      - (3) The conduct of the tenant?
  - (iv) Should the tribunal refund the applicant's application and hearing fees?

## **The determination**

### **Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?**

#### *The Applicant's evidence*

25. The property is situated within a selective licensing area as designated by the London Borough of Ealing. The selective licensing scheme came into force on 3<sup>rd</sup> January 2023. The scheme requires all privately rented properties in particular areas to have a valid selective licence.
26. The selective licensing scheme applied to the property. Ms Doliveux provided a copy of the public notice re the designation with her list of authorities handed in on the morning of the hearing.

27. The property met all the criteria to be licensed under the designation and does not qualify for any licensing exemptions.
28. The applicant provided a copy of an email from Ealing council dated 17<sup>th</sup> April which stated that the property does not have a valid licence and that no application has been made for a licence. Although this email did not state the year the day and date indicate it was sent in 2025.
29. The applicant also produced documentation relating to the licensing scheme.

#### The Respondent's evidence

30. The respondent agreed that the property was unlicensed during the period of the applicant's occupation. He was not aware of the need to obtain a licence until the applicant informed him of this when he delivered the s.21 notice by hand to the applicant on 24<sup>th</sup> April 2025.
31. The respondent says that the failure of the applicant to allow access to the property after that date delayed him getting a licence.
32. He made an application for a licence to Ealing Council in September 2025. He did not enclose the required certificates as he had been unable to gain access to the property to enable certification.

#### **The decision of the tribunal**

33. The tribunal determines that the respondent has committed the alleged offence.

#### **The reasons for the decision of the tribunal**

34. The tribunal relies on the evidence from the applicant and the information provided by the local authority. The property is in an area of selective licencing and there was no licence for the property for the relevant period. The respondent admits that the property was not licenced.

#### **Does the Respondent have a 'reasonable excuse' defence?**

35. The respondent argues that he has a reasonable excuse defence. He and his family have suffered health problems since 2020. His wife had her first child in May 2020 and her second child in October 2021, and suffered health problems throughout both pregnancies. The respondent was the sole breadwinner and primary carer for his family at that time.

36. The respondent became unemployed between November 2022 and April 2023. The financial uncertainty of unemployment caused him mental and physical health problems and he provided medical evidence of this. It was during this period that there was public notice of the selective licensing designation and subsequently it coming into force.
37. The respondent said that he found himself unable to actively manage the property and apply for a licence. At the beginning of 2020 he entrusted day to day responsibility and maintenance of the property to his brother who acted on his behalf.
38. He says that he was unaware of the law changing and the requirement for the property to be licenced. He also says that his brother assumed he had obtained the licence and he assumed his brother had done so.
39. Counsel submitted that in these circumstances there would have been no prosecution of the respondent in any criminal context as to prosecute someone in these circumstances would not be in the public interest.
40. Following questions from the tribunal the respondent said that he was not a member of any landlord association, and did not keep up with the legal requirements. His knowledge of the law was derived from the agents he had previously employed to manage the property and extended to the need for various safety certificates.
41. Mr K Ahmad gave evidence to the tribunal that he had no knowledge of landlord and tenant law and that he left the paperwork to his brother. His role was dealing with tenant concerns and complaints and carrying out maintenance as requested.

### **Decision of the tribunal**

42. The tribunal determines that the respondent's reasonable excuse defence does not succeed.

### **The reasons for the decision of the tribunal**

43. The tribunal has paid close attention to the decision of the Upper Tribunal in *Marigold v Wells* [2023] UKUT 33 (LC), in deciding what approach it should take when considering a defence of reasonable excuse. In that case Martin Rodger KC, Deputy Chamber President said that the proper approach, derived from the approach of tax tribunals, was for the tribunal to ask itself three questions :- (i) what were the facts on which the Respondent was relying in putting forward its defence of reasonable excuse (ii) which of those facts were proven and (iii) whether viewed objectively the proven facts provided an objectively reasonable

excuse for the conduct of the appellant, taking into account their experience and other relevant circumstances.

44. The tribunal has also paid attention to *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC) in which the Upper Tribunal applied the approach to reasonable excuse defences that it articulated in *Marigold*.
45. The respondent is relying on the following facts to substantiate his reasonable excuse defence:
  - (i) He did not know that the property required licencing.
  - (ii) His wife suffered ill health during both of her pregnancies and he was left in the position of sole carer and breadwinner
  - (iii) He became unemployed and as a result of financial worries he suffered stress
  - (iv) He arranged for his brother to take day to day control of the management of the property from the beginning of 2020
  - (v) He believed that his brother had arranged for the property to be licenced and his brother believed that he had made the necessary arrangements.
46. The tribunal considers that facts (i) – (iv) are proven. However it does not consider that (v) is proven as it is inconsistent with the applicant's ignorance of the need for licensing.
47. However viewed objectively the tribunal does not consider that the proven facts provide an objectively reasonable excuse for the applicant.
48. The tribunal does not consider that the health issues of the respondent and his family were of sufficient seriousness and duration to prevent him attending to his legal responsibilities as a landlord. It notes that the time of greatest stress for the family was whilst the respondent was working and providing care for his young children. This was before the selective licensing scheme came into force. The respondent was unemployed at the time the scheme came into force, and although there is evidence that he suffered from stress at this time, this was manifest as eczema and the tribunal does not consider that this is a serious enough condition to prevent him from learning about and carrying out his responsibilities.
49. Moreover the respondent organised for his brother to take over responsibility for the management of the property, so the personal circumstances of the applicant are not relevant because his brother was managing the property and there is no evidence that his brother was suffering from any condition that would have prevented him from

complying with the licensing requirements had he had any knowledge of them.

50. It may be argued that the respondent made a responsible decision to delegate the management of the property to his brother. The tribunal does not accept this; it is not an adequate response to delegate management of property to someone who has little knowledge of the legal responsibilities of the landlord and does not deal with paperwork.

**Should the tribunal make an award of a RRO? If so, for what amount?**

*The exercise of the tribunal's discretion*

51. The Applicant asked the tribunal to exercise its discretion and make an RRO.

**The decision of the tribunal**

52. The tribunal determines to exercise its discretion to make a rent repayment order.

**The reasons for the decision of the tribunal**

53. The tribunal considered the evidence and determined that it was appropriate for it to exercise its discretion and make a rent repayment order because there had been a clear breach of the law.

**The maximum amount of the RRO which can be ordered**

54. The period for which the RRO is sought is from 01 September 2023 – 31st August 2024. The applicant provided evidence that rent had been paid.
55. The respondent argued that there was no evidence that the applicant himself had paid any rent to the respondent. The bank statements provided to the tribunal, whilst they show 12 monthly rent payments of £1450 during the period of the claim, do not show the name of the account holder.
56. The applicant agreed that the payments had been made from Ms Lukauskiene's account. As this allegation was only made the evening before the hearing, the tribunal allowed the applicant to give evidence on this point.

57. The applicant said that whilst Ms Lukauskiene paid the rent from her account he paid half of the rent to her. His brother did not pay any rent. The half share the applicant paid covered the costs of his brother.
58. Whilst counsel argued that without written evidence the tribunal should conclude that no rent was paid by the applicant, the respondent argued that as he had joint and several liability for the rent, he was entitled to claim the full amount.
59. Counsel referred the tribunal to the Upper Tribunal decision of *Moreira v Morrison* [2023] HLR 263 where it was held that the amount of a rent repayment order was to be calculated in reference to the amount of rent actually paid by the tenants who made the application, not on the basis of rent paid by all the tenants, regardless of any issue of joint and several liability.

### **The decision of the tribunal**

60. The tribunal found that the maximum RRO it could award was £8700.

### **The reasons for the decision of the tribunal**

61. It accepted the oral evidence of the applicant, as to the rent he had actually paid, which was half of the total rent. It noted that the applicant had had no time to provide documentation to substantiate this evidence. The tribunal found the applicant's evidence credible. He also stated that he was not in receipt of any Universal Credit
62. It rejected however the applicant's argument that he was entitled to claim the full amount. The Upper tribunal in *Moreira v Morrison* made it clear that joint and several liability was not relevant, what was relevant was the amount of rent the applicant actually paid.

### **Other arguments concerning the amount of the RRO to be awarded.**

63. Both parties agreed that the applicant was responsible for the utility bills and therefore no deduction from the maximum RRO payable was to be made on that basis.
64. The applicant argues that his conduct has been good. He had paid his rent on time, and carried out maintenance to the property, and kept it in good condition. The respondent agreed that prior to the problem of the leak the applicant and his brother got on well with the respondent.
65. The applicant argues that the condition of the property was poor

- (i) The applicant argues that the property was subject to a catastrophic water leak from the upstairs neighbour in December 2024 that the landlord failed to take any action to resolve until the council intervened in March 2025. The applicant provided photographs of the condition of the rooms where the leak occurred. The respondent's brother also gave evidence that the leak continued for six months and during that time the water was collected in buckets and soaked up with towels.
  - (ii) The applicant says that following intervention from the council the landlord took minimum action and works were not carried out until June 2025. The leak reappeared in August 2025 demonstrating that the works had been inadequate.
  - (iii) The applicant says that there was exposed electrical wiring in the damp walls and this represented a severe fire hazard.
  - (iv) Despite several efforts to get the landlord to take action he failed to respond.
66. The applicant provided a copy of an email from Samuel Hindson, a Regulatory Services Officer with the London Borough of Ealing dated 27 May which confirm that the property suffered from damp and mould. The officer provided an HHSRS report in connection with the damp and mould. This indicated that there was a category 2 hazard in the property.
67. The applicant argues that the behaviour of the respondent was poor. The respondent had failed to provide the requisite safety information for the property, and did nothing to keep safety certification up to date.
68. In April 2025 the applicant argues that the respondent issued a section 21 notice as a retaliatory measure following the applicant informing him that he had complained to the council about the leak. The applicant points out that a landlord cannot issue a valid notice during a period when the property is unlicensed.
69. The applicant provided a copy of the letter attaching the notice dated 24<sup>th</sup> April 2025.
70. The respondent says that he carried out works to the property providing details of double glazing

71. He provided a copy of the gas safety certificate dated 2<sup>nd</sup> May 2023, covering the period from May 2023 to May 2024. He was unable to say why he had not also provided the certificate for the subsequent year, 24-25. He did not provide other gas safety certificates because he believed he only had to demonstrate adequate certification during the period of the claim.
72. He says that the leak was caused by an elderly resident who was an owner occupier who failed to take action to remedy the problem. He took what steps he could to resolve the matter. These steps included being in regular contact with the applicant to provide updates, visiting the elderly resident to try to resolve the issue, being in contact with the freeholder to advise them of the issue and the distress caused to the applicant, contacting a solicitor and asking the council to assist.
73. The tribunal notes that the council refused to assist the respondent because the problem was caused by an owner occupier. The witness statement of the respondent suggested that the council had closed the applicant's case with them. Careful reading of the communications from the council indicates that it was the respondent's case with them that was closed.
74. The respondent denies that the s.21 notice was retaliatory . He says that the decision to serve the s. 21 notice was because the property was no longer financially viable and the leak issues made it unmanageable. Mr K Ahmad said that the decision to evict the applicant was in his own best interests and although the respondent and his brother had always been pleasant natured fellows they were behaving in an intimidatory way about the failure to resolve the issue of the leak.
75. The respondent says that the conduct of the applicant has been poor. When he visited the applicant to hand deliver the s.21 notice he was very distressed because the applicant demanded £35000 to leave the property, threatening in the alternative to take a range of legal action against the respondent, including an RRO application.
76. The respondent also says that the applicant has behaved badly in refusing access to the property to enable safety certification to be obtained. This delayed his application for a selective licence.
77. The applicant says that he only refused access because he understood that was what the council had advised him to do, that he did not want to provide an opportunity for the respondent to retrospectively put right his legal mistakes, and because the respondent had not specifically requested access for these reasons.

### ***Submissions***

78. Counsel on behalf of the respondent argued that if the tribunal were not minded to dismiss the application, then it should award the applicant no more than 50% of 50% of the rent claimed in the application, because of the payment by the applicant of only half of the rent, and the applicant's poor conduct.
79. The applicant considered that he was entitled to 100% of his claim because he was jointly and severally liable for the rent and the conduct of the respondent was in blatant disregard of the law.

### **The decision of the tribunal**

80. The tribunal determines to award a RRO at 60% of the maximum RRO.
81. This means that the RRO will total £5220.

### **The reasons for the decision of the tribunal**

82. The tribunal in this case has already taken the first two steps required by *Acheampong v Roman* (2022) UKUT 239 (LC) by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant. There is no deduction for utilities that needs to be made in this case.
83. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.
84. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.
85. In this case the tribunal considered that the case is a less serious example of one of the less serious offences in which a rent repayment order may be made.
86. The reasons for this are as follows:
  - (i) Whilst there has been a failure to licence the property, the landlord is not a portfolio landlord
  - (ii) the property was generally in a reasonable condition until the leak happened.

87. On the other hand the property was unlicensed for a considerable period, from the inception of the scheme in January 2023 to at the very earliest, May 2025, when the respondent informed the council that he was unable to access the property to obtain current certification
88. In addition the tribunal has taken into account the conduct of the respondent up to the making of the RRO application in reaching its assessment of the level of the RRO. The respondent has taken a very casual approach to his legal responsibilities. He handed over day to day management to someone who had no expertise in and no interest in legal responsibilities. It seemed clear from the evidence of the two brothers that there was no clear agreement as to what each was responsible for.
89. Whilst it appears to the tribunal that there was an initial EPC in place, the tribunal determines that this was a document provided to the respondent at the time he purchased the property in 2016. He had no system in place for ensuring that it was renewed once it expired. There was no evidence that an EIC was in place. The respondent was not aware that the EPC and the EIC had become a legal requirement during the course of the tenancy.
90. Whilst the applicant says that there were no gas safety certificates in place during the period of the tenancy, it does appear that there was one obtained by the respondent. The applicant says that this was because the boiler was not working. The respondent says he was regularly notified of the need for a certificate by his plumber. The tribunal accepted that evidence but noted (i) that the respondent failed to do anything about the failed smoke alarms noted on that certificate and that the respondent could not provide any explanation as to why he had overlooked that important aspect of the certificate (ii) he provided no evidence that he had obtained a gas safety certificate for the period of the claim following the expiry of the certificate he had provided in May 2024.
91. The tribunal has also taken into account the service of the s.21 notice which was invalid because property was not licenced. It is evidence of a continued disregard for the law protecting tenants.
92. Whilst it has not taken into account the length of time it took to repair the leak, accepting that there were genuine difficulties involved in carrying out the repairs to the upstairs maisonette, it does consider that a greater regard should have been given to the poor conditions being experienced by the applicant. Mr K Ahmad said that the brothers became intimidating which was the reason for the attempted eviction
93. There should have been a greater understanding on the part of the respondent of the stress of living in a property with dripping water being collected in buckets and sopped up with towels. It is surprising that no

compensation was offered to the applicant for living in these conditions. When this was put to the respondent he said that the applicant was paying below market rent so a further reduction did not seem appropriate. Mr K Ahmad said that he told them they would consider compensation later.

94. Taking the respondent's conduct solely into account would have led the tribunal to make an award of an RRO of 65%,
95. However the tribunal must also consider the conduct of the applicant. It is clear that the applicant was a good tenant until the problem of the leak which persisted from January to June 2025 and prompted the involvement of the council. The respondent argues that the applicant's conduct was poor because he demanded £35,000 to leave the property following the service of the s.21 notice in April 2025. The applicant says that the reference to £35,000 was in response to the respondent saying he was intending to sell the property. The applicant says he was offering to pay the market value of the property less £35,000. The reference to a compensatory amount of money is perhaps explained by Mr K Ahmad's evidence that he was going to sort out compensation once the leak was repaired. The tribunal does not reduce the amount of the award because of this demand. It was understandable in the context of the serious and persistent leak and the invalid s.21 notice.
96. However the tribunal is concerned that the applicant prevented the respondent from accessing the property which the respondent needed to do to obtain the necessary safety certification for the purpose of the licence application. The applicant explained that he considered he was following the advice of the local authority and he did not want to facilitate access so that the respondent could retrospectively correct his omissions. He was also concerned that an appropriate access request had not been made. Whilst the tribunal has some sympathy for the position of the applicant, this was poor conduct on his behalf. The tenancy agreement provides for a power to access the property and it is important that the respondent has the opportunity to assess the condition of the property, remedy any defects and obtain safety certificates. Because of this conduct of the applicant, the tribunal determines to reduce the amount of the RRO by 5%, reducing it to 60%.
97. It has determined not to reduce the amount of the RRO because of the financial circumstances of the respondent. The respondent has not provided evidence of his income or his assets. Counsel submitted that the tribunal should take into account the below market rent demanded for the property and the period of unemployment suffered by the applicant. The tribunal notes that the below market rent is already taken into account in the calculation which is based upon actual rent paid and not market rent. No information has been provided about the financial impact of the period of unemployment, nor the amount of savings and

other income available to the respondent at this time. The tribunal notes that rent continued to be paid during this period.

98. At this stage the tribunal considers that a RRO of 60% of the maximum RRO is appropriate and does not consider that any further deductions or increases should be made.
99. In the light of the above determinations the tribunal also orders the respondent to reimburse the applicant's application fee and hearing fee.

**Name:** Judge H Carr

**Date:** 9<sup>th</sup> 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).

## Appendix 1

### Date Evidence Location

26/08/16 R registered as owner of property 85A

15/10/17 Start of tenancy (cl 4 TA) 75A

2020 Kashif Ahmad assumed management of property Para 2, 42R

May 2020 Birth of R's first child Para 3, 38R

October 2021 Birth of R's second child Para 3, 38R

05/10/22 Double glazing quotation 2-7R

November

2022 – April

2023 R unemployed Para 4, 38R

02/05/23 Gas safety record 12R

25/07/23 Medical letter re Mrs Shama Ahmad 13R

21/06/24 Medical letter re R 15R

07/10/24 Medical letter re R 16-7R

10/03/25 Email A to Ealing; Reply Ealing to A 62A 63A

16/03/25? Email from Ealing to R Email from R to Ealing; 19-20R 19R

17/03/25 Email from Ealing to R saying case will be closed 18R

17/04/[25?] Email from Ealing to A re licensing 67A

24/04/25 Date of cover letter to s.21 notice 97A

27/04/25 Date of application, and its receipt by Tribunal 10A; 15A

01/05/25 R to Ealing 23-4R

12/05/25 Chaser R to Ealing 22-3R

15/05/25 Ealing to R 21R

27/05/25 Ealing to A emailing inspection report 70A

09/07/25 FTT to R requesting tenancy agreement 18A

17/07/25 Confirmation of receipt of application fee 13A

22/05/25 Date of inspection by Ealing – unsatisfactory, priority: discretionary 71A

25/07/25 Date of FTT directions (sent 29/07/25) by Judge Tildesley 28A; 26A

01/08/25 A to R confirming he will give access for reinstatement only 26R

05/08/25 R to A noting A has refused access for works A to R saying he did not agree access for EPC or gas safety inspections A's response to the FTT request 25-6R 25R 31A

11/08/25 Deadline of unless order per directions 25/07/25 29A

12/08/25 Listing questionnaire and directions sent out by FTT to A; Directions by Judge Martynski, including list of issues 34A and 40A 46A, 52A

05/09/25 A's listing questionnaire 54A

23/09/25 Deadline for A's bundle Date of A's w/s 48A 95A

09/10/25 R to A asking for access 27R

10/10/25 A to R asking for any council request for access 27R

04/11/25 Deadline for R's bundle 49A

24/11/25 R's witness statement Kashif Ahmad's witness statement 37-41R 42-3R

25/11/25 Deadline for reply 50A