



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

Case Reference : **MAN/00CJ/HMC/2025/0001**

Properties : **151 Sidney Grove, Newcastle upon Tyne NE4 5PE**

Applicant : **Chantelle Robinson**

Respondents : **Urfan Ahmed**

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

Tribunal Members : **I Jefferson
J Bissett FRICS**

Date of Decision : **29 January 2026**

DECISION

The Tribunal decline to grant the application.

Introduction

1. The Applicant, Chantelle Robinson, has applied for a Rent Repayment Order in respect of periodic payments paid to Mr U Ahmed (the Respondent) relating to 151 Sidney Grove, Newcastle upon Tyne NE4 5PE (the Property).

2. The Application, dated 24 December 2024 was in the sole name of the Applicant. Several significant sections of the Application Form have not been filled in namely:

The Respondents details are blank; details of the amount of repayment sought are not shown, nor the period in which the Applicant claimed to be a Tenant.

3. The Tribunal issued Directions dated 30 September 2025 not only identifying the issues to be considered but setting out in detail what each party should provide in order for the Tribunal to consider the Application. The Tribunal initially considered that the matter would be considered by way of a face to face hearing however the Applicant requested that the matter be held by way of a video hearing, erroneously believing that the hearing would be held in Manchester, which was agreed.

The Hearing was conducted by video on 21 January 2026. The Applicant was represented by Mr Christopher Watts, and the Respondent was represented by Jonathon Stokes, Solicitor, (who was only present for the first half hour) and the Respondent's Counsel Mr Tim Wigglesworth. The Landlord excused himself and apologised to the Tribunal having to attend a funeral.

4. The Tribunal dealt with various preliminary matters as follows:
The Chairman confirmed that the Expert Member Mrs Bissett was known to the Respondent's Solicitor in business dealings. This was not considered to be prejudicial particularly given that the Respondent's case was being presented by Mr Wigglesworth.

Second, were the six individuals named in recent emails to be recognised as Applicants.

Parties were invited to make representations as to whether V Kalyvas, J Laws, S Benherrou, S Fardin, and C Watts could be joined in despite not being named in the Application Form, nor had any of them made a written request to the Tribunal to be joined in to the Application. After hearing representations from both Parties the Tribunal determined that they had no standing in the Application. A limited exception was made for Mr Watts to act as representative of the Applicant as there was an email from the Applicant giving authority for him to represent her before the Tribunal.

Mr Watts stated that the Applicant was unable to attend the Tribunal, although the Tribunal had not received any communication direct from her to that effect.

Third, Mr Watts had raised two issues in the day or two before the Hearing date requesting to submit further written representations, together with a sound recording of a meeting between the Parties. The Tribunal considered the matter but decided that this was both outwith Directions, and there was insufficient time for both the Respondent and the Tribunal to consider any additional material and the Application was refused.

Fourth, the Respondent had raised an issue in their skeleton argument that whilst the Application was dated 24 December 2024 “it does not appear to have been issued until September 2025”.

The Tribunal considered this could have a significant effect on the possible rent repayment and clarified with the Tribunal office that the Application had been received shortly after 24 December 2024, and the Respondent duly took note of that.

Fifth, Counsel made Application to strike out the Application as the Applicant could not satisfy the Tribunal beyond reasonable doubt that the Respondent has committed any offence that would justify the making of an order.

The Tribunal invited the Respondent to make representations, followed by the Applicant’s representative, and then adjourned for a period to deliberate. The Tribunal decided not to dismiss the Application and proceeded to hear the matter.

The Applicants Case

5. 151 Sidney Grove is a house in multiple occupation, with six occupants, and was required to be Licensed under s61 of the Housing Act 2004. Further, the property was in disrepair and failed to comply with an Improvement Notice under s30(1). Various other failures such as eviction, and control of the management of an unlicensed house set out in the original Application Form were withdrawn by the Applicants. The Applicants were a co-operative and the occupiers came and went without notifying the Landlord. There was no Tenancy Agreement. A rent of £875.00pcm was paid to the Landlord. The Respondent committed an offence under s30(1) and s72(1) of the Housing Act 2004, and, encouraged by the Local Authority, sought a Rent Repayment Order for a whole 12 month period for all six occupiers, totalling £10,740.

The Respondents Case

6. The Respondent inherited the property from his late father who died on 18 September 2020 and the property was registered with him and his wife as owners at the Land Registry on 6 December 2022.

The Respondent is unaware as to how the Applicant and others came to be in occupation of the property as no Tenancy Agreements have been disclosed. Whilst receipt of rent payments of £875.00pcm is acknowledged it is unclear as to who was the tenant(s). Between 6 October 2015 and 1 July 2016 the rent was paid by a Ms E A Cockburn, and by a Mr Polus between 1 August 2016 and 1 June 2021, jointly by Mr Polus and a Miss Sabaliauskait between 1 July 2021 and 1 September 2021, and solely by Miss Sabaliauskait from 1 October 2021 to 1 June 2022.

7. The Applicant has provided a number of bank statements from parties including Miss J Sabaliauskait (whose address changes from the property to 6 Summerhill Terrace); a joint account of Miss Sabaliauskait and Miss S Fardin; V Kalyvas and Christopher Watts showing payments made to Miss Sabaliauskait; the Applicant to Co-operative 151; Samuel Lucas Benherrou separately to both Mr A J Polus and Miss Sabaliauskait; and from a Miss Fardin to Mr Polus. These statements make the matter more confusing to show who the tenant was. The Applicant states that “the occupants had a singular bank account in which rent was taken”. This does not assist in identifying to whom the deceased had let the property and on what basis.
8. Following the death of his father the Respondent attended at the property to find more than one occupier. He realised that it required a Licence and accordingly met with five occupiers on 12 June 2022 and served each with a Section 21 Notice requiring them to vacate the property by 23 August 2022. At that meeting there was no evidence of the Applicant being in occupation of the property.
9. On 20 October 2017 Mr Polus attended at Newcastle City Council’s Council Tax Service Centre and a note states
“Liability confirmation from 1 April 2017. Rolling Tenancy so no TA – no Landlord liability”
There is no suggestion that anyone other than Mr Polus would be liable to pay the Council Tax.
In May 2019 it was apparent that a Co-operative Society was registered with the Financial Conduct Authority pursuant to the Co-operative and Community Benefits Societies Act 2014 under the name of “151 Housing Co-operative Limited”. The deceased probably had no knowledge of the formation of this Co-operative as payment of rent was still being made by Mr Polus and Mrs Sabaliauskait.
10. In their skeleton argument dated 20 January 2026 the Respondent stated that the first issue to consider is the identity of the tenant.
11. The second issue is the identity of the Landlord. Great detail on each is contained in their skeleton argument.

12. Third, failure to comply with Improvement Notice. In summary:
It is accepted that an Improvement Notice was issued by Newcastle City Council on 29 July 2024 which required remedial action be started on 29 August 2024 and be completed by 21 November 2024. The Respondents sought to appeal. The Respondent has prepared plans and made innumerable attempts to inspect the property and talk with the occupiers to arrange how to undertake the work but was stalled repeatedly. On 21 October 2025 the Council removed the Notice on the basis that the Section 11 requirements had been complied with. The Respondent therefore withdrew his appeal. The offence of failing to comply with the Notice could only be committed from 22 November 2024 onwards. By that time the property was not let to the Applicant, or indeed any tenant, all occupiers having vacated by 2 September 2024. The Applicant cannot therefore apply for an order to be made, pursuant to s41(ii)(a) of the 2016 Act, which requires the offence to be committed at the time when the house was let to the tenant.

13. Fourth, Having Control or Management of Unlicensed HMO. In summary:
It is common ground that it is an offence to have control or manage a HMO that is required to have a Licence, pursuant to Section 72 (1) of the 2004 Act and there is no licence. However, a defendant in such proceedings may rely on the defence that he had reasonable excuse (Section 72 (5)). There is no evidence suggesting that the Council has ever taken enforcement action to require the property to be Licensed as an HMO.

As rent was being paid by one person the Respondent was unaware that the house had been in multiple occupation rather than it was let to one tenant who invited others as guests. Once he discovered multiple parties in occupation he took immediate steps to require them to vacate so that he could take appropriate steps to carry out works to the property and apply for a HMO Licence.

Law

14. The relevant law is the Housing Act 2004 (as amended), namely Sections 30, 72, 73 and 74. Section 254 of the Act sets out the definition of an HMO

30(1) of the Housing Act 2004 (“the 2004 Act”) provides as follows:

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

72(1) of the 2004 Act provides as follows:

“A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.”

73 Other consequences of operating unlicensed HMOs: rent repayment orders

- (1) For the purposes of this section an HMO is an “unlicensed HMO” if—
 - (a) it is required to be licensed under this Part but is not so licensed, and
 - (b) neither of the conditions in subsection (2) is satisfied.
- (2) The conditions are—
 - (a) that a notification has been duly given in respect of the HMO under section 62(1) and that notification is still effective (as defined by section 72(8));
 - (b) that an application for a licence has been duly made in respect of the HMO under section 63 and that application is still effective (as so defined).
- (3) No rule of law relating to the validity or enforceability of contracts in circumstances involving illegality is to affect the validity or enforceability of—
 - (a) any provision requiring the payment of rent or the making of any other periodical payment in connection with any tenancy or licence of a part of an unlicensed HMO, or
 - (b) any other provision of such a tenancy or licence.
- (4) But amounts paid in respect of rent or other periodical payments payable in connection with such a tenancy or licence may be recovered in accordance with subsection (5) and section 74.
- (5) If—
 - (a) an application in respect of an HMO is made to a residential property tribunal by the local housing authority or an occupier of a part of the HMO, and
 - (b) the tribunal is satisfied as to the matters mentioned in

subsection (6) or (8),

the tribunal may make an order (a “rent repayment order”) requiring the appropriate person to pay to the applicant such amount in respect of the housing benefit paid as mentioned in subsection (6)(b), or (as the case may be) the periodical payments paid as mentioned in subsection (8)(b), as is specified in the order (see section 74(2) to (8)).

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- (8) If the application is made by an occupier of a part of the HMO, the tribunal must be satisfied as to the following matters—
- (a) that the appropriate person has been convicted of an offence under section 72(1) in relation to the HMO, or has been required by a rent repayment order to make a payment in respect of housing benefit paid in connection with occupation of a part or parts of the HMO,
 - (b) that the occupier paid, to a person having control of or managing the HMO, periodical payments in respect of occupation of part of the HMO during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO, and
 - (c) that the application is made within the period of 12 months beginning with—
 - (i) the date of the conviction or order, or
 - (ii) if such a conviction was followed by such an order (or vice versa), the date of the later of them.

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(10) In this section—

“occupier”, in relation to any periodical payment, means a person who was an occupier at the time of the payment, whether under a tenancy or licence or otherwise (and “occupation” has a corresponding meaning);

74 Further provisions about rent repayment orders

- (1) This section applies in relation to rent repayment orders made by residential property tribunals under section 73(5).

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- (5) In a case where subsection (2) does not apply, the amount required to be paid by virtue of a rent repayment order under section 73(5) is to be such amount as the tribunal considers reasonable in the

circumstances.

This is subject to subsections (6) to (8).

(6) In such a case the tribunal must, in particular, take into account the following matters—

- (a) the total amount of relevant payments paid in connection with occupation of the HMO during any period during which it appears to the tribunal that an offence was being committed by the appropriate person in relation to the HMO under section 72(1);
- (b) the extent to which that total amount—
 - (i) consisted of, or derived from, payments of housing benefit, and
 - (ii) was actually received by the appropriate person;
- (c) whether the appropriate person has at any time been convicted of an offence under section 72(1) in relation to the HMO;
- (d) the conduct and financial circumstances of the appropriate person; and
- (e) where the application is made by an occupier, the conduct of the occupier.

(7) In subsection (6) “relevant payments” means—

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- (b) in relation to an application by an occupier, periodical payments payable by the occupier, less any amount of housing benefit payable in respect of occupation of the part of the HMO occupied by him during the period in question.

(8) A rent repayment order may not require the payment of any amount which—

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- (b) (where the application is made by an occupier) is in respect of any time falling outside the period of 12 months ending with the date of the occupier’s application under section 73(5);

and the period to be taken into account under subsection (6)(a) above is restricted accordingly.

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- (14) Any amount payable to an occupier by virtue of a rent repayment order is recoverable by the occupier as a debt due to him from the appropriate person.
- (15) The appropriate national authority may by regulations make such provision as it considers appropriate for supplementing the provisions of this section and section 73, and in particular—
- (a) for securing that persons are not unfairly prejudiced by rent repayment orders (whether in cases where there have been over-payments of housing benefit or otherwise);
 - (b) for requiring or authorising amounts received by local housing authorities by virtue of rent repayment orders to be dealt with in such manner as is specified in the regulations.
- (16) Section 73(10) and (11) apply for the purposes of this section as they apply for the purposes of section 73.

The Tribunals Decision

15. In considering this matter the Tribunal had regard to relevant case law including:
- Vadamalayan v Stewart + Others [2020] UKUT 0183(LC)
 - Ficcara + Others v James [2021] UKUT 0038 (LC)
 - Awad v Hooley [2021] UKUT 0055 (LC)
16. Only the Applicant Chantelle Robinson had any standing before the Tribunal. None of the other five named at a later stage made any request to be joined as parties. Indeed, from the extensive email correspondence, it was clear that four of the six individuals declined to provide even basic details such as their names or addresses. None of the six provided information regarding their periods of occupation, the rent each had paid, or the rent each sought to claim.

A large number of emails to the Respondent’s Solicitor were essentially anonymous signed or closed off with “Tenants of 151 Sidney Grove” and sent from a common email address.

One email dated 28 February 2024 from Sidney Grove to the Respondent’s Solicitor states “we will email you on the 5th with our names ...”

An email dated 5 March 2024 was indeed sent but did not include any names. At no stage, including within the Application, did the occupiers put forward the names of all the occupiers and their dates of occupation.

17. Theoretically the Applicant alone might be eligible for a rent repayment for the period 24 December 2023 i.e. 12 months before the date of Application, to 2 September 2024 i.e. the date when occupiers gave vacant possession. To achieve this the Applicant must prove that they were a Tenant, and paid rent, and confirm the amount of rent paid.

The Tribunal received various copy bank statements, parts redacted, showing that occupiers paid varying amounts of money over various periods ranging from a low of £75 by Mr Watts between December 2023 and March 2024 to a more general £300pcm by others. Maximising these payments meant that a sum of money approaching £1,800 was paid into a communal account and various individuals, not necessarily occupiers paid over £875 to the Landlord. Despite individual line entries on some of the bank statements annotating payment as “**rent**” on questioning the Applicant it was clear that the figures were not necessarily rent at all but global figures towards the communal living costs, including food, at the property. It proved wholly impossible to determine who were the Tenants, over what period, and what individual payments they had made in respect of rent.

18. Not only was the Tribunal faced with the impossible task of determining individual rent payments from whom, whether they were in occupation, during what dates, but in addition the Applicants had to satisfy **beyond reasonable doubt** that the Landlord had committed one of two offences.

Housing Act 2004 S30(1) – Failure to Comply with Improvement Notice

Housing Act 2004 S72(1) – Control or Management of Unlicensed HMO

Whilst an Improvement Notice was issued by Newcastle City Council the offence of failing to comply with the Notice can only have been committed from 22 November 2024 onwards. As the Council was aware that the Respondents were undertaking remedial work, and following the Respondent’s appeal, the Council revoked the Notice on 21 October 2025. We therefore determine that no offence had been committed at the time when the house was let to the Applicant.

19. The Respondent admits that the house did not have a HMO Licence. They rely upon the defence of reasonable excuse. The Tribunal note that the Local Authority did not take any action no doubt taking into account the lack of clarity as to who was the Tenant and the basis of their

occupation, together with the Respondent's repeated attempts to meet with the occupiers to arrange for repair works to be undertaken.

The Tribunal determine that the Respondent has a reasonable excuse given the obstruction and behaviour of the occupiers.

20. For all of the above reasons the Tribunal determine that this Application is refused.

Counsel for the Respondents made known that they wished to make an application in respect of costs. The Tribunal in putting this matter to the Parties suggested, and it was agreed by both Parties, that the matter of costs be deferred until after the Tribunal's Decision was issued.

Tribunal Judge I Jefferson

29 January 2026