



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

Case Reference	:	LON/00AY/HMF/2025/0667
Property	:	Top Floor Flat, 82 Hubert Grove, London SW9 9PD
Applicants	:	(1) Tjasa Mravljak (2) Buddima Amitharanthne Banda
Representative	:	In person
Respondent	:	Mazal Trading Ltd
Representative	:	N/A
Type of Application	:	Application for a rent repayment order by a tenant
Tribunal Members	:	Tribunal Judge Prof R Percival Duncan Jagger MRICS
Date and venue of Hearing	:	Remote 23 February 2026
Date of Decision	:	23 February 2026

DECISION

Orders

- (1) The Tribunal makes rent repayment orders against the First Respondent to each of the Applicants in the following sums, to be paid within 28 days:

Ms Mravljak: £2,160

Mr Banda: £1,710

- (2) The Tribunal orders under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2) that the Respondent reimburse the Applicants together the application and hearing fees in respect of this application in the sum of £427, to be paid within 28 days.

The application

1. On 7 January 2025, the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (“the 2016 Act”) for Rent Repayment Orders (“RROs”) under Part 2, Chapter 4 of the Housing and Planning Act 2016. The first directions were given on 26 March 2025. The application was listed for a hearing on 8 September 2025. However, the fixture had to be abandoned as a result of the Respondent’s representative (Mr Zohar, a director of the Respondent) seeking to join from Spain, not having taken the necessary steps to ensure that it was possible for him to do so. The hearing was converted into a case management hearing, and further directions made.
2. On 6 November 2025, the Applicants applied for the Respondent to be barred from taking any further part in proceedings, on the basis of failures to adhere to the second directions. On 2 December 2025, the Tribunal (Mrs Phillips) issued a notice that the Tribunal was minded to bar the Respondent, and inviting representations. No representations were received, and on 7 January 2026, the Tribunal (Judge Hawkes) barred the Respondent.
3. The Respondent’s representative was invited to join the remote hearing, but failed to do so. Had he done so, we would have considered any application that he might have made.

The hearing

Introductory

4. The hearing was initially set down as a hybrid hearing, as Mr Banda was joining from New Zealand (having undergone the appropriate procedure required). Before the date of the hearing, Ms Mravljak applied to also join remotely. We allowed the application, and so the hearing became entirely remote.

5. Both Applicants attended remotely. Both made submissions and provided some oral evidence.
6. The property is a maisonette over two floors. The Applicants occupied rooms on the first floor. A bedroom on the second floor was occupied during the relevant period by Mr Atta Bari.

The alleged criminal offence

7. The Applicants allege that the Respondent was guilty of having control of, or managing, an unlicensed house in multiple occupation contrary to Housing Act 2004 (“the 2004 Act”), section 72(1). The offence is set out in Housing and Planning Act 2016, section 40(3), as one of the offences which, if committed, allows the Tribunal to make a rent repayment order under Part 2, chapter 4 of the 2016 Act.
8. The Applicants case is that the property was situated within an additional licensing area as designated by London Borough of Lambeth (“the Borough”). They provided a copy of the notice designating the whole area of the Borough dated 8 September 2021, which ceases to have effect on 8 December 2026, and proof that the property was in the Borough, in the form of a print out showing the Borough as the responsible authority for council tax purposes from a .gov.uk website.
9. On the application of the Applicants, the Tribunal (Judge Walker) made an order under rule 20(1)(b) of the First-tier Tribunal (Property Chamber) Rules 2013 (“the 2013 Rules”) on 13 October 2025. The order required the Borough to provide the answer to a series of questions. The Borough did so in a letter dated 17 October 2025. The answers confirmed that no licence had been issued in respect of the property, that no application had been made for a licence in a period covering the relevant period, and that no temporary exemption notice had been issued in respect of the property.
10. The evidence was that Ms Mravljak was in occupation from 7 February 2024, Mr Banda from 12 February, and Mr Bari from 15 February. They all departed on or after 31 May 2024. The relevant period, during which the Applicants alleged that all three were in occupation was accordingly 15 February 2024 to 31 May 2024.
11. The evidence of the Applicants was that the occupiers shared bathroom, lavatory and cooking facilities, and that none formed part of a household with another. Their occupation was the only use of the flat, and they paid rent.
12. The evidence of both Applicants was that the flat was their only residence during the relevant period.

13. In its only substantive engagement with the proceedings, the Respondent had produced a short document headed case statement that asserted that the flat was not Mr Bari's only or main residence during the relevant period. The Respondent referred to the fact that this agreement was headed "holiday let agreement", unlike the Applicants who signed assured shorthold tenancies. The agreement included at clause 1.7 the follow:

The GUEST hereby declares that their main residency is set in a different property from the one subject to this HOLIDAY LET..."
14. It was the Applicants' evidence that, contrary to the terms of the agreement, the property was indeed Mr Bari's only residence during the relevant period.
15. Mr Bari was employed by one of the universities in London as an IT operative, working from home about one day a week.
16. The Applicants had produced a 30 page document containing screen shots of the WhatsApp group that the three of them established to communicate about matters pertaining to the property. We have read all of the entries. They include entries in which Mr Bari talks about adding his name to the utility bill with the others because (among other things) he needed to do so to establish residency. He discusses his intention to take a second job as a delivery driver while resident there. In early May 2024, Mr Bari quoted a communication from the Respondent's managing agent asking him if he wanted to extend this agreement by a couple of months, and that the landlord wished to repossess the property in August. As a result, Mr Bari discussed moving with the Applicants, including, for instance, exchanges about which website to use to find somewhere else to live. Throughout the exchanges, it is clear that Mr Bari is treated as living full time at the property and taking a full part in the life as the property as an equal occupier.
17. The Applicants' evidence was that Mr Bari slept in the property during the whole of the relevant period, and did not have, or refer to, any other property.
18. The fact that Mr Bari spent all his time at the property during the relevant period does not entirely exclude the possibility that he had somewhere else to live, although the fact that he was evidently leading a normal working life there rather than being on holiday or otherwise apparently occupying on an "away from home" basis (such as a temporary work contact) makes it improbable. But the fact that in the WhatsApp exchanges, Mr Bari is clearly shown to be moving out of the property and needing to secure another property at the end of the relevant period allows us to conclude beyond a reasonable doubt that the property was in fact his only residence. It follows that we conclude

that the “holiday let agreement”, and in particular clause 1.7, was a sham.

19. We add that, as a result of the barring of the Respondent, we are entitled to “summarily determine any or all issues against that respondent” (rule 13(8) of the 2013 Rules). As we say above, we are in fact satisfied beyond a reasonable doubt that the property was Mr Bari’s only residence during the relevant period. But had that not been the case, we would have been entitled to have found against the respondent on the issue on the basis of rule 13(8), and would have done so.
20. We considered if there was anything in the facts provided to us that might conceivably give rise to a reasonable excuse defence under section 72(5) of the 2004 Act. We concluded that there was not.
21. It follows that we conclude that, beyond a reasonable doubt, the Respondent is guilty of the offence.
22. There is no reason to consider exercising our exceptional discretion not to make an RRO once the criminal offence is established.

The amount of the RRO

23. In considering the amount of an RRO, the Tribunal will take the approach set out in *Acheampong v Roman and Others* [2022] UKUT 239 (LC) at paragraph 20:

“The following approach will ensure consistency with the 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. ...
 - (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 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).”
24. In respect of the relationship between stages (c) and (d), in *Acheampong* Judge Cooke went on to say at paragraph [21]

“I would add that step (c) above is part of what is required under section 44(4)(a) [conduct of the parties]. It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked.”

25. As to stage (a), by sections 44(2) and (3) of the 2016 Act, the maximum possible RRO is the rent paid during a period of 12 months, minus any universal credit (or Housing Benefit – section 51) paid during that period.
26. Neither of the Applicants were in receipt of benefits during the relevant period.
27. We calculated that, based on each of their rent, the total possible RROs were £3,383.10 for Ms Mravljak and £2,692.20 for Mr Banda.
28. At stage (b), we take account of utilities.
29. While the agreements indicated that utilities were included in the rent, this was not so for electricity and gas, in respect of which there was a single provider. The Applicants and Mr Bari paid for that directly.
30. They did not, however, pay for water or the internet. We do not have figures for either. It is more likely than not that the water was metered, and thus falls into the category to excluded at this stage. We estimate that the cost of water was likely to be about £45 a month, or £15 per occupant, and the internet about £30 per month, so £10 per person. If we take account of these, the maxima (rounding slightly) are £3,320 and £2,630.
31. In assessing the seriousness starting point under stage (c), there are two axes of seriousness. The first is the seriousness of the offence, compared to the other offences specified in section 41 of the 2004 Act. The offence under section 72(1) is significantly less serious than those in rows 1, 2 and 7 in the table in section 40 of the 2016 Act, and we take that into account (see *Ficcara v James* [2021] UKUT 38 (LC), paragraphs [32] and [50]; *Hallet v Parker* [2022] UKUT 239 (LC), paragraph [30]; *Daff v Gyalui* [2023] UKUT 134 (LC), paragraphs [48] to [49] and the discussion in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC), paragraphs [34] to [39]).
32. We turn to the seriousness of the offence committed by the Respondents compared to other offences against section 72(1). It is convenient to include in our consideration at stage (c) such relevant

conduct of the landlord as goes directly to the seriousness of the offence, rather than consider it at stage (d).

33. We do so mindful of what the Deputy President said in *Newell* at paragraph [61]:

“The Tribunal has said in the past that it is not possible to be prescriptive about the sort of conduct which might potentially be relevant under section 44(4), 2016 Act (see *Kowalek*, at paragraph [38]). But that should not be taken as an invitation to landlords and tenants to identify every possible example of less than perfect behaviour to add to the tribunal scales in the hope of increasing or reducing the penalty. When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two.”

34. The nature of a landlord has been held to be relevant to the seriousness of the offence. In some cases, it has been argued that there is a distinction to be drawn between “professional” and “non-professional” landlords, seriousness being aggravated in the case of the former. The proper approach is as set out by the Deputy President in *Daff v Gyalui* [2023] UKUT 134 (LC), at paragraph 52:

“The circumstances in which a landlord lets property and the scale on which they do so, are relevant considerations when determining the amount of a rent repayment order but the temptation to classify or caricature a landlord as “professional” or “amateur” should be resisted, particularly if that classification is taken to be a threshold to an entirely different level of penalty. ... The penalty appropriate to a particular offence must take account of all of the relevant circumstances.”

35. The Applicants included in their bundle a sample of negative reviews online of the managing agent. We accept the Applicants' case that the managing agent (London2Live Ltd) and the Respondent are both controlled by the same person, Mr Roy Zohar. The Applicants' case is that criticisms of the former are relevant to the later, and that the reviews were something we should take into account in assessing the seriousness of the offence generally.
36. We reject the second proposition. What matters is the actual conduct of the Respondent in this case in respect of this property, rather than its general reputation (even if the selection of reviews was fully representative, which we cannot assess). However, the fact that the reviews relate to a number of different properties does show that, even if the Respondent is not the landlord of those properties, they were managed by the managing agent. They show that Mr Zohar is an experienced and active professional in the sphere of rented property in London. So, in this connection, what we can say is that that is the appropriate characterisation of the only director of the Respondent. The Respondent is thus not an inexperienced, amateur or accidental landlord.
37. We asked the Applicants about fire safety in the property.
38. The Applicants suggested that there were apparent alarms, but they doubted that they were functional. We do not consider that we should put significant weight on those doubts. We are left with the conclusion that, at any rate, the relevant units existed.
39. There was no fire blanket in the kitchen, but there was a fire extinguisher, they said.
40. We asked about fire doors. The description of the door to the kitchen led us to the conclusion that it was most unlikely to be a fire door. The same is true of the other internal doors to which they referred. This, we consider, is a significant aggravating factor. The kitchen of an HMO is known to be a significant fire risk, and its isolation by means of a fire door is a critical fire safety feature.
41. There is one other issue we think turns the dial, as the Deputy President put it, in terms of seriousness, even if not so significantly as the fire safety issue.
42. When the Applicants and Mr Bari moved in, significant building work was still taking place on the second floor. Mr Banda said that the plaster boarding on the walls was being replaced the walls thereafter skimmed, and the floors were being re-carpeted. This was in the context of the Respondent/managing agent pressurising the Applicants to move in – and start paying rent – before this work was completed.

Mr Banda said that the noise and disruption, including the unannounced arrival of tradespeople without notice, severely impacted the amenity of the flat. This was particularly disruptive to him, as he was working from home. He estimated the length of time during which this occurred as about a fortnight.

43. In assessing the quantum of the RROs at stage (c), and (d) insofar as it relates to the conduct of the landlord, we have taken account of the guidance provided by the Upper Tribunal, including particularly where the Upper Tribunal has substituted percentage reductions in making a redetermination. The key cases are set out in a most helpful manner in the course of the re-determination in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC) from paragraph [47] to [57]. We do not repeat that material here, but have been guided by it, including consideration of the authorities summarised there.
44. Summing up, the Deputy President said this, at paragraph [57]:

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
45. In this case, we consider that the fire safety issues and, to a lesser extent, the disruption at the start of the relevant period, turn the dial upwards in terms of seriousness. While the facts are very different, we see it as less serious than *Choudhary v Razak* (considered in the same judgment as *Acheampong* itself, citation above), but significantly more so than *Dowd v Martins* [2022] UKUT 249 (LC). This leads us to a percentage of the maximum RRO of 65%. We have slightly rounded the final figures, given at the head of this decision.
46. At stage (d), there has been no criticism of the conduct of the tenants, and no appeal to the financial circumstances of the barred Respondent.

Reimbursement of Tribunal fees

47. The Applicant applied for the reimbursement of the application and hearing fees paid by the Applicants under Rule 13(2) of the 2013 Rules. In the light of our findings, we allow that application. The Applicants paid two application fees, to a total of £200, and the hearing fee of £227. We accordingly order that the Respondent pay the sum of £427 within 28 days.

Rights of appeal

48. 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 London regional office.
49. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
50. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
51. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Tribunal Judge Richard Percival

Date: 23 February 2026

Appendix of Relevant Legislation

Housing Act 2004

72 Offences in relation to licensing of HMOs

(1) 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.

Housing and Planning Act 2016

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to –
 - (a) repay an amount of rent paid by a tenant, or
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let to that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc
5		section 72(1)	control or management of unlicensed HMO
6		section 95(1)	control or management of unlicensed house

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
7	This Act	section 21	breach of banning order

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

41 Application for 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.
- (3) A local housing authority may apply for a rent repayment order only if –
- (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

42 Notice of intended proceedings

- (1) Before applying for a rent repayment order a local housing authority must give the landlord a notice of intended proceedings.
- (2) A notice of intended proceedings must—
- (a) inform the landlord that the authority is proposing to apply for a rent repayment order and explain why,
 - (b) state the amount that the authority seeks to recover, and (c) invite the landlord to make representations within a period specified in the notice of not less than 28 days ("the notice period").
- (3) The authority must consider any representations made during the notice period.
- (4) The authority must wait until the notice period has ended before applying for a rent repayment order.

(5) A notice of intended proceedings may not be given after the end of the period of 12 months beginning with the day on which the landlord committed the offence to which it relates.

43 Making of a 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 had 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 with –
 - (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

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 this table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
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 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,
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.