FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BH/HMK/2025/0003**
Property	**:**	**Flat 6, 1 Madeley Road, London, W5 2LA**
Applicant	**:**	**Alberto Tello Munoz** **Vikante Kancelkyte**
Representative	**:**	**Justice for Tenants Ref 37521**
Respondent	**:**	**Mr. N Joshi**
Representative	**:**	**In Person**
Type of application	**:**	**Tenant's application for a Rent Repayment Order under ss. 40, 41, 43 & 44 of the Housing and Planning Act 2016**
Tribunal members	**:**	**Mr R Waterhouse MA LLM FRICS** **Mr Stead BSc (Hons) MSc.**
Date and venue of hearing	**:**	**4 March 2026, 10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**4 March 2026**

DECISION

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Decisions of the Tribunal

(1) The Tribunal orders the Respondent to repay to the Applicant the sum of £17,280.00 by way of rent repayment.

(2) That the application fee of £110.00 and the hearing fee of £227.00 should be returned to the Applicant.

(3) The above sums, totalling £17,617.00 must be paid by the Respondent to the Applicant in full within 28 days of the date of this determination.

Introduction

1. The Applicant tenant made an application received 25 April 2025 for a rent repayment order (*"**RRO**"*) against the Respondent landlord under sections 40-44 of the Housing and Planning Act 2016 ("***the 2016 Act***").
2. It is asserted that the Respondent landlord committed an offence of control or management of an unlicenced property within an area requiring selective licensing contrary to s95(1) of the Housing Act 2004.(*"**the 2004 Act**"*).
3. The Applicant tenant seeks a RRO in the sum of £21,600, for the period 30 June 2023 to 29 June 2024.
4. The Tribunal gave Directions dated 20 August 2025, requiring the Respondent to provide its bundle in response to the application by 31 October 2025. It did not do so and has made no subsequent application seeking permission to file a statement of case, witness evidence or any other documentation. The Respondent did however write to the Applicant's representatives by e mail on 16 September 2025 from the following e mail address nj@huntermorehomes.com, and he copied in the Tribunal.
5. On the 2 October 2025, the Tribunal sent an email to Mr Joshi at nj@huntermorehomes.com notifying him of the hearing on 4 March 2026. When Mr Joshi did not comply with directions , the Tribunal sent him another email to nj@huntermorehomes.com on 12 November 2025 enclosing a further copy of the Tribunal's directions and reminding him that his bundles were due on 31 October 2025.
6. Mr Joshi did not reply to that email, but his request on 26 February 2026 seeking a postponement to hearing to a later date also came from the email address nj@huntermorehomes.com.
7. Procedural Judge Powell, in his consideration of the application, noted the Form Order 1 requesting a postponement of the hearing, Mr Joshi said that he was "unable to attend due to stress, ill-health and heart condition." He said that he "will not be available before 10 March 2026. There was no explanation why the postponement request had been made so late, why Mr Joshi had not complied with directions and there was no medical evidence to support this.
8. The Procedural Judge Powell found by Order dated **3 March 2026** that a postponement at this late stage would unduly prejudice the Applicants who had waited since April 2025 for their application to be determined.

It would also result in an unjustifiable waste of the Tribunal scare resources. That Mr Joshi may repeat his postponement request before the Tribunal members on 4 Maech 2026 but should be prepared to proceed with the hearing if they decide to go ahead.

9. The Applicant filed their bundle in advance of the hearing, as directed, numbering some 115 pages.
10. The Applicant also filed their Skeleton argument and bundle of authorities which comprised 99 pages.
11. The Respondent on 3 March 2026 forwarded to the Tribunal a copy of the assured shorthold tenancy agreement in respect of Flat 6, 1 Madeley Road, Ealing, London, W5 2LA.
12. Further the Respondent on 3 March 2026 forwarded to the Tribunal a further six documents; these comprised; an EPC for flat 5 , 1 Madeley Road , Gas Safety Certificate for 2023-2024, Gas Safety Certificate for 2024-2025 , a document titled Homelet dated 13 January 2023 , a document titled Homelet dated 16 January 2023 and a copy of an email from Vikante Kancelkyte dated 10 January 2023 saying that they wished to take the tenancy.
13. Whilst the Tribunal makes it clear that it has read the Applicant's bundle, the Tribunal does not refer to every one of the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to specific documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account.
14. This Decision seeks to focus solely on the key issues. The omission to refer to or make findings about every statement or document mentioned is not a tacit acknowledgement of the accuracy or truth of statements made or documents received. Not all of the various matters mentioned in the bundles or at the hearing require any finding to be made for the purpose of deciding the relevant issues in this application. The Decision is made on the basis of the evidence and arguments the Applicant presented (in the absence of the Respondent), as clarified by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred.

Hearing

15. This was a face-to-face hearing.

Preliminary

16. The hearing commenced at 10:00am with the Applicants and the Applicants' representative. The Respondent was absent. The Tribunal considered the Tribunal Procedure Rules 2013 and in particular rule 34, Rule 34 permits the Tribunal to consider whether the Tribunal should continue in the absence of the Respondent. The Tribunal deliberated and determined the hearing should continue in the absence of the Respondent.
17. The Tribunal also considered the overriding objective in Rule 3 of the 2013 Rules, requiring us to deal with the case in ways proportionate to

the importance of the case, the complexity of the issues, the anticipated costs and resources of the parties and of the Tribunal, and in particular avoiding delay. We found (i) that the Applicant was in a position to proceed with the Application, (ii) she had complied with the directions given, and (iii) the Respondent had elected deliberately to ignore the proceedings and to have failed or refused to comply with directions or to respond to correspondence. We concluded that it would be unfairly prejudicial to the Applicant to delay hearing the application, and that it was in the interests of justice to proceed with the hearing in the Respondent's absence.

18. At 10:10AM the Respondent arrived and requested to take part in the proceedings and that the documents sent through to the Tribunal on 3 March 2026 should be included. The Applicant's representative requested the Respondent be debarred from the hearing and that the Respondents' documents received on 3 March 2026 should not be omitted.
19. The Tribunal adjourned to consider the request.
20. The Tribunal determined that the Respondent would not be debarred from the hearing , but that given they had not supplied any bundle nor written statement , and not complied with the Directions and that no reasonable excuse had been given for their failure, then they would not be permitted to present evidence in the hearing. However, they would be permitted to give ask questions of the evidence given by the Applicant. Additionally, the Tribunal determined that the documents forwarded the Tribunal on 3 March 2026 would be admitted and the Tribunal would consider what the appropriate weight would be to attach to them. The earlier determination under Rule 34 was also set aside given the Respondent was now present.

The Property

21. The Tribunal head from the Applicant's witness statement of Alberto Tello Munoz [14/127] that the property is a detached property divided into three flats on the ground floor, three on the first floor and two on the second floor. Outside there are 4 car parking spaces, and bin containers. The garden of the building in which the subject premises is contained has a communal garden that is said to contain rubbish, furniture and unused bikes. The ground floor flats have their own small garden separated by fences.
22. The communal areas within the building are said to be dusty and contains discarded furniture.
23. Within flat 6, the subject property, there is a tiny hall, with a radiator, from the hallway there is a bathroom, a living room, and a bedroom. The bathroom has a shower, toilet and sink with mirror. The bedroom had two wardrobes, two chairs, the living room is attached to the kitchen the kitchen having cupboards, washing machine, dishwasher and a sink.
24. The Applicant occupied flat 6 on the first floor pursuant by tenancy agreement. The tenancy agreement [45/127] ran from 30 January 2023 until 29 January 2026, art a rent of £1800 per month payable on 30th of

the month. The landlord in the tenancy agreement is stated as Mr N Joshi and the tenant Mr Alberto Tello Munoz and Vikante Kancelkyte.

25. The tenancy agreement notes the requirement to pay a deposit of £2,076.92.
26. The tenancy agreement at [54/127] provides for the tenant to pay the utilities and the council tax.
27. The tenant confirmed they had not been in receipt of universal credit or housing benefit during the tenancy.

Applicant's Case

28. The Applicant stated that the Property did not have a licence, but required one, for the entirety of the period 30 June 2023 to 29 June 2024.
29. The Applicant drew the Tribunal's attention to a document from Ealing Council [117/127] which sets out the Designation of an area for selective licensing. The property the Applicant's say is within this designated area specifically "Hanger Hill".
30. At [108/127] the Ealing Council states by e mail, that "we have not received any Licence or Temporary Exemption applications for this address". This reply was made in response to an e mail dated 29 July 2024. [103-106/127]
31. The Applicant contended that an offence had been committed that of letting a property without a licence within an area of selective licencing.
32. That by reason of the tenancy agreement exhibited at [64/127] that the Respondent was the person edibility to receive and did receive the rent.
33. The Applicant further submitted that as the Respondent was both a professional landlord and a letting agent there can be no reasonable excuse for the omission.
34. The Applicant then gave their evidence based on their witness statement at [14/127] The Applicant stated that they had had problems with the sink blocking, that the washing machine was old and mouldy, likewise the dishwater. Additionally, that there had been a leak in the bedroom ceiling. The tenant submitted that the landlord had attended to the washing machine issue, but it had continued to a greater or lesser extent until the end of their tenancy. The Applicant reported after they left the property and had return one week later to drop off the keys, the landlord in the week had undertaken the relevant repairs that had been the subject to their complaints.
35. The Applicant stated they had upon taking the tenancy provided a deposit to the landlord of £2093.00 for which they had not received a certificate from a government approved tenancy deposit protection provider nor any certificate. Additionally, as at date of hearing no deposit had been returned.
36. As directed by the Tribunal at the start of the hearing the Respondent was permitted to examine the witness in terms of their evidence. The Respondent asked whether they were aware of the provision in the tenancy were issues needed to be brough to the attention of the landlord. The tenant was aware. The Respondent sought to confirm that in matters

of repair they the landlord had been proactive and attended the property within 24 hours, the tenant disagreed.

37. We accept the Applicant's evidence.

Relevant statutory provisions

Housing and Planning Act 2016 (*"the 2016 Act"*)

Section 40

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has 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 …

(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 by that landlord.

	Act	***section***	***general description of offence***
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
7	This Act	section 21	breach of banning order

Section 41

(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.

Section 43

(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 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) …

Section 44

(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 paid by the tenant in respect of***
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 paid 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.

Housing Act 2004 (*"**the 2004 Act**"*)

Section 95

(1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85(1)) but is not so licensed.

Section 263

(1) In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.

(3) In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises – (a) receives … rents or other payments from … persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or (b) would so receive those rents or other payments 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 rents or other payments …

Tribunal's analysis

38. The uncontested evidence is that the property was a dwelling which was required to be licensed but was not licensed at any point during the period of the claim. Having considered that uncontested evidence we are satisfied beyond reasonable doubt that for the whole period of the claim the property required a licence, and it was not licensed.
39. The Tribunal saw the landlord was the beneficial recipient of the rent according to the tenancy agreement. The Tribunal is also aware the landlord was at the time a letting agent.
40. The Tribunal concludes from this that the Respondent has significant experience as a property manager and either was aware, or should have been aware, of the licensing requirements for properties in that area.
41. On the evidence provided, we are satisfied that the Respondent was named as the Landlord in the agreements entered into with the Applicant, that the Respondent was contractually entitled to receive payment of the Applicant's rent, and that it was to the Respondent that the Applicant made payment. It is accordingly clear that the Respondent was the landlord for the purposes of section 43(1) of the 2016 Act.
42. The next question is whether the Respondent was a *"person having control of or managing"* the Property within the meaning of section 263 of the 2004 Act. The evidence shows that the rent was paid to the Respondent. We are, accordingly, satisfied that the Respondent received rent from the Applicant. The Respondent was additionally and in any event at the relevant time a legal person managing the Property.

The defence of "reasonable excuse"

43. Under section 72(5) of the 2004 Act, it is a defence that a person who would otherwise be guilty of the offence of controlling or managing a house which is licensable under Part 3 of the 2004 Act had a reasonable excuse for the failure to obtain a licence. The burden of proof is on the person relying on the defence.
44. No such defence has been advanced in this case. The Tribunal therefore concludes, beyond reasonable doubt, that the Respondent had no reasonable excuse for failing to seek the necessary licence.

The offence

45. Section 40 of the 2016 Act confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence listed in the table in sub-section 40(3), subject to certain conditions being satisfied. An offence under section 72(1) of the 2004 Act is one of the offences listed in that table.

46. Section 72(1) states that *"A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part … but is not so licensed"*, and for the reasons given above we are satisfied (a) that the Respondent was a "person managing" the property for the purposes of section 263 of the 2004 Act, (b) that the property was required to be licensed throughout the period of claim and (c) that it was not licensed at any point during the period of claim.

47. Under section 41(2), a tenant may apply for a rent repayment order only if the offence relates to housing that, at the time of the offence, was let to the tenant and the offence was committed in the period of 12 months ending with the day on which the application is made. On the basis of the Applicant's uncontested evidence on these points we are satisfied beyond reasonable doubt that the Property was let to the Applicant at the time of commission of the offence and that the offence was committed in the period of 12 months ending with the day on which their application was made.

48. The Tribunal is accordingly satisfied beyond reasonable doubt that the Respondent committed the specified offence of control or management of an unlicensed property in an area requiring selective licensing. The Tribunal finds that the offence was committed within the period 30 January 2023, being the date the Applicant commenced occupation of the property to 30 June 2024 the date the applicants vacated the property.

Should the Tribunal make a RRO?

49. Section 40(2) of the 2016 Act defines an RRO as an order requiring the landlord under a tenancy of housing to repay an amount of rent paid by a tenant. An RRO can only be made against an immediate landlord. Under section 56 of the 2016 Act a tenancy includes a licence for these purposes, so that the fact that the Respondent has purported to grant a series of licences to the Applicant does not enable it to avoid the provisions regarding RROs.

50. Here, the Tribunal is satisfied that the Respondent was the Applicant's immediate landlord and that it has committed the offence of letting a property that required a selective licence , absent the requisite licence, which is one of the specified offences in section 40(3), and against all the circumstances of this case the Tribunal is amply satisfied that it is correct to exercise its discretion to make an RRO.

Process for ascertaining the amount of rent to be ordered to be repaid

51. The amount of rent to be ordered to be repaid is governed by section 44 of the 2016 Act. Under sub-section 44(2), the amount must relate to rent paid by the tenant in respect of a period, not exceeding 12 months, during which the landlord was committing the offence. Under sub-section 44(3), the amount that the landlord may be required to repay in respect of a period must not exceed the rent paid in respect of that period less any relevant award of housing benefit or universal credit paid in respect of rent under the tenancy during that period.

52. In this case, the offence was committed during, and thus the Applicants' claim must be limited to, the period 30 June 2023 to 29 June 2024.

53. During the period in issue, by reference to her bank statements, the Applicant paid rent in the sum of £21,600 that is £1800.00 per month.

54. The Tribunal is satisfied on the basis of the evidence that the Applicant was in occupation for the whole of the period to which this rent repayment application relates and that the property required a licence for the whole of that period. Therefore, the maximum sum that can be awarded by way of rent repayment is the sum of £21,600.00, this being the amount paid by the Applicant by way of rent in respect of the period of claim.

55. Under sub-section 44(4), in determining the amount of any rent repayment order 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 the relevant part of the 2016 Act applies.

56. In its decision in ***Acheampong v Roman and others [2022] UKUT 239 (LC)***, the Upper Tribunal recommended a four-stage approach to determining the amount to be repaid, which is paraphrased below:-

    (a) ascertain the whole of the rent for the relevant period;

    (b) subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;

    (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; and

    (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).

57. Adopting the ***Acheampong*** approach, the whole of the rent in this case means the whole of the rent paid by the Applicant out of their own resources, which (where we have been unable to discern any relevant components of Universal Credit) is £21,600.00.

Utilities

58. The tenant is responsible for the payment of utilities and council tax and so no reduction is made in this regard.

Seriousness

59. In ***Acheampong*** at §20(c), Judge Cooke held that the Tribunal must consider how serious the housing offence forming the basis of the application is, 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 offence. As the issue was put in §21 of the judgment, this *"…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?"*

60. Failure to license leads – or can lead – to significant health and safety risks for often vulnerable tenants, and sanctions for failure to license have an important deterrent effect on future offending as well as encouraging law-abiding landlords to continue to take the licensing system seriously and to inspire general public confidence in the licensing system. In addition, there has been much publicity about licensing of privately rented property, and there is an argument that good landlords who apply for and obtain a licence promptly may feel that those who fail to obtain a licence gain an unfair benefit thereby and therefore need to be heavily incentivised not to let out licensable properties without first obtaining a licence.

61. Furthermore, even if it could be argued that the Applicant did not suffer direct loss through the Respondent's failure to obtain a licence, it is clear that a large part of the purpose of the rent repayment legislation is deterrence. If landlords can successfully argue that the commission by them of a criminal offence to which section 43 of the 2016 Act applies should only have consequences if tenants can show that they have suffered actual loss, this will significantly undermine the deterrence value of the legislation.

62. Against that expression of policy concerns, it is nevertheless the case that the offence under s.95(1) of the 2004 Act 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, following the guidance the Upper Tribunal in ***Dowd v Martins*** **[2023] HLR 7**, where offences of failing to licence in accordance with the 2004 Act were expressed as being "*…generally less serious than others for which a rent repayment order can be made.*"

63. 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."

64. The Tribunal finds the following, in assessing the seriousness of the offence:

    a. The Respondent was an experienced residential property manager and indeed letting agent which should have been aware of the licensing requirements for residential property in the area.
    b. In view of the Respondent's experience as a property manager, and in the absence of an explanation, the Tribunal concludes that the Respondent's commission of the offence was either deliberate, or a consequence of wilful blindness.
    c. The evidence of the Applicant's tenancy agreement and circumstances of her occupation discloses that the property was operating as an unlicensed letting from at least 30 January 2023 until July 2024, a period of over 18 months.
    d. There were also issues of disrepair, and the issue of the retention of a deposit outside a government approved scheme and the lack of explanation why it remains unreturned.

65. In order to assess the starting point at stage (c), we take account of the now substantial guidance in case law from the Upper Tribunal, including cases in which the Upper Tribunal has substituted its own assessments. In particular, we have considered **Acheampong** itself, ***Williams v Parmar and Others* [2021] UKUT 244 (UT), [2022] H.L.R. 8**; ***Aytan v Moore* [2022] UKUT 27 (LC)**; ***Hallett v Parker* [2022] UKUT 239 (LC)**; ***Hancher v David and Others* [2022] UKUT 277 (LC)**; and ***Dowd v Martins and Others* [2022] UKUT 249 (LC)**. The range of percentage of the maximum possible RRO awarded range from 25% to 90% (i.e. at stage (d) – most of the cases precede ***Acheampong***).

66. We have had particular regard to the case of ***Newell v Abbott* [2024] UKUT 181 (LC)**, where at §57 Martin Rodger KC, Deputy Chamber President, summarised the principles governing the level of RROs in licensing offences thus:
"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."

67. The Tribunal takes into account the fact that the offence under section 72(1) of the 2004 Act is not one of the more serious of the offences for which a rent repayment order can be made. The Tribunal, however, finds that this offence fell towards the higher range of seriousness for a section 72(1) offence.

68. The Tribunal's assessment of seriousness is based upon its findings that (i) the Respondent was an experienced property manager who would or should have been aware of the licensing requirements for properties in that area ; (ii) the Respondent's offending was either deliberate or the product of Nelsonian blindness and committed over a significant period of at least 18 months; (iii) the condition of the property (iv) non-compliance in respect of the deposit.

69. In these circumstances, the Tribunal considers that the starting point for this offence at stage (c) should be 80% of the maximum rent otherwise payable. That provides a figure of £21,600.00 x 75% = £16,200.00

Section 44(4) – Other Factors, Including Conduct

70. At this stage, we must consider what effect the matters set out in Section 44(4) of the 2016 Act have on our conclusions thus far. Section 44(4) provides that in determining the amount of an RRO, within the maximum, the Tribunal should, in particular, take into account the conduct of the landlord and the tenant, and the financial circumstances of the landlord.

71. As Judge Cooke noted in ***Acheampong***, there is a close relationship in terms of conduct, at least of the landlord.

72. The most notable factor concerned what we find that whilst disrepairs continued, it was identified in the questioning that the landlord did attend to the issues albeit not in all cases successfully.

73. In terms of the suggestion by the Applicant that there was a failure to undertake gas safety checks and electrical safety checks. The Tribunal permitted the evidence the evening before the Tribunal showing certificates for gas for the years of the tenancy. The Respondent had not submitted any witness statement and so the testing of this evidence was not done. However, on the face of it these two copies were accepted by the Tribunal as genuine. In the case of electrical safety checks there is no evidence submitted by the Respondent. The Tribunal is therefore faced

with the challenge of judging to a criminal level of proof without examination whether something has taken place without evidence. The Tribunal does not find that there was an omission in this respect.

74. The Respondent elected by virtue of not adhering to the directions and submitting a bundle not to participate in the proceedings and offered no mitigation. The Tribunal has no information as to its financial circumstances.

75. The Tribunal accordingly concludes that there should be an upward revision of 5% for failure to adequately address the disrepair of the sum of the RRO in respect of the Respondent's conduct. This adjusts the total amount to 80%.

Whether the Landlord has at any time been convicted of a relevant offence

76. We are not aware of any convictions.

Other Factors

77. It is apparent from the wording of sub-section 44(4) itself that the specific matters listed in that sub-section are not intended to be exhaustive, as sub-section 44(4) states that the Tribunal *"must, in particular, take into account"* the specified factors.

78. In this case, however, we have been unable to identify any other specific factors which should be taken into account in determining the amount of rent to be ordered to be repaid.

Amount to be Repaid

79. The four-stage approach recommended in *Acheampong* has been set out above. The amount arrived at by considering the first stage is £21,600.00.

80. Accordingly, taking all the factors together, the rent repayment order will be for 80% of the maximum amount of rent payable. The amount of rent repayable is, therefore, £21,600.00 x 80%= £17,280.00

81. While this is a substantial sum, we have considered our conclusions against the guidance provided by the Upper Tribunal, in particular where it has substituted percentage reductions in redetermining RROs. The key cases are set out in helpful fashion in the course of the redetermination in ***Newell,*** referred to above. We do not repeat that analysis, but have been closely guided by it.

Reimbursement of Tribunal Fees

82. The Applicant has applied under paragraph 13(2) of the 2013 Rules for an order that the Respondent reimburse her application and hearing fees, in the sums of £110 and £227, respectively.

83. In light of our findings, we consider it just and equitable to allow that application.

Name: Chair Waterhouse **Date: 4 March 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.

(A) 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.

(B) 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.

(C) 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.

(D) 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.

(E) If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).