



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

**Case Reference** : MAN/00BY/HMG/2024/0004

**Property** : Flat 2, 6 Lower Breck Road, Liverpool, L6  
4BY

**Applicant** : Hamid Khan

**Respondents** : (1) Stefanja Sykrybienic  
(2) Michele Webb Property Management  
Ltd

**Representatives** : (1) Nicholas Wright, Counsel for first  
Respondent  
(2) Mara Lawrenson Counsel for Second  
Respondent

**Type of Application** : Application for a rent repayment order under  
s41 of the Housing and Planning Act 2016

**Tribunal Members** : Tribunal Judge L. White  
Tribunal Member W. Reynolds

**Date and Venue of  
hearing** : 5 November 2025  
Remote hearing

**Date of  
Determination** : 24 February 2026

**DECISION**

## **Decision and Order of the Tribunal**

The First Respondent is ordered to repay rent to the Applicant in the sum of £1,284.39 to be paid within 28 days of receipt of this decision.

### **Reasons**

#### **Background**

1. By an application (“the Application”) received on 7 March 2024 the Applicant, Hamid Khan, (“Mr. Khan”) applied to the First-Tier Tribunal Property Chamber (Residential Property) (“the Tribunal”) under Section 41 of the Housing and Planning Act 2016 (“HAP 2016”) for a rent repayment order in respect of rent paid in respect of his occupation of the property at Flat 2, 6 Lower Breck Road, Liverpool, L6 4BY (“the Property”). The Respondents are (1) Stefanja Sykrybienic (“Ms Sykrybienic”) and (2) Michele Webb Property Management Ltd (“MWPM Ltd”)
2. The Property is a 3-bedroom property located in a three-story building which includes two other properties. The Tribunal has not inspected the Property.
3. Mr. Khan occupied the Property pursuant to an assured shorthold tenancy agreement dated 7 September 2020 for an initial term of 6 months (“the AST”). The AST named Ms. Sykrybienic as the Landlord of the Property and MWPM Ltd as the Landlord’s Agent.
4. Mr. Khan occupied the Property from 7 September 2020 until November 2024.
5. Ms. Sykrybienic was the freeholder of the Property at the time the AST was granted to Mr Khan. Ms. Sykrybienic sold the Property on 1 March 2024. During this time the rent was £395 per calendar month. There were no arrears.

#### **The Application**

6. As detailed above the Application was made 7 March 2024 and seeks a Rent Repayment Order against Ms. Sykrybienic as the Landlord of the Property and against MWPM Ltd as the Landlord’s Agent.
7. Mr. Khan claims that Ms. Sykrybienic and MWPM Ltd have committed one of the offences listed in the table at s40(3) HAP 2016, in particular an offence under s95(1) of the Housing Act 2004 (“HA 2004”) of being a person having control of or managing a house which is required to be licensed but is not so licensed.

8. Mr. Khan claims that the Property fell within Liverpool City Council's selective licensing scheme, in accordance with part 3 of the HA 2004, for the duration of his occupation of the Property and that the Property was not licensed during his occupation.
9. Mr Khan requested a RRO be made. Within Mr Khan's submissions he requests differing amounts over differing periods as follows:
  - (i) £4,470 being 12 months rent from September 2020 to August 2021;
  - (ii) £16,950 being 42 months rent from September 2020 to March 2024;
  - (iii) £19,355 being 49 months rent from September 2020 to October 2024.

### **Directions and Hearing**

10. On 31 January 2025 the Tribunal issued Directions to the parties setting out the issues for it to consider, confirming how they should prepare for the hearing, and timetables for the provision of relevant documents ("the Directions Order").
11. Various extensions of time were applied for by the parties to file evidence and those were granted. No points were taken by any party at the hearing.
12. Mr. Khan submitted two bundles which included the Application, the AST, bank statements, emails from Liverpool City Council, calculation of rent paid, the Directions Order, statement of reasons for the Application, title register for the Property, Reply to Ms. Sykrybienic's bundle, reply to MWPM Ltd's bundle and various emails. Mr. Khan also sent an email to the Tribunal copied to representatives of Ms. Sykrybienic and MWPM Ltd the day prior to the hearing which attached a list of Universal Credit ("UC") payments received between 11 January 2023 and 11 January 2024 and a 1 page document showing how the UC was made up and how much was allowed for housing in the period 5 December 2022 to 4 January 2023.
13. Ms. Sykrybienic submitted a bundle which included a witness statement of Ms. Sykrybienic dated 26 April 2025, emails with MWPM Ltd from December 2022, statement of reasons opposing the Application, the AST and other tenancy agreements for different properties, evidence of rent paid by Mr. Khan and commission paid to MWPM Ltd and outgoings, email from Liverpool City Council and statement of circumstances and mitigation.
14. MWPM Ltd submitted a bundle which included a statement of reasons dated 4 August 2025 opposing the Application signed by director of MWPM Ltd, landlord account details, the AST and other tenancy agreements for different properties and Annual Statements.

15. A video hearing, using CVP, the common video platform, took place on 5 November 2025. Mr. Khan represented himself and had with him his daughter Zunaira Gul who took no part in the hearing other than being present next to her father. Ms. Sykrybienic was present and was represented by Counsel Mr. Nicholas Wright. Ms. Lawrenson instructed by Browne Jacobson solicitors appeared on behalf of MWPM Ltd. No-one from MWPM Ltd was in attendance, Ms. Lawrenson advising the Tribunal the director that was due attend was on annual leave and no-one else was able to attend.
16. The Tribunal heard evidence from Mr. Khan who was cross examined by Mr. Wright and Ms. Lawrenson. The Tribunal also heard evidence from Ms. Sykrybienic who confirmed her witness statement dated 26 April 2025 was true and correct to the best of her knowledge and belief. Ms. Sykrybienic was cross examined by Mr. Khan and Ms. Lawrenson.

### **The Law**

17. The parties were thanked for their written evidence, and the relevant statutory provisions were outlined, together with the issues that the Tribunal need to consider.
18. Section 40(3) of the HAP 2016 lists those offences which if committed entitle the Tribunal to make a rent repayment order (“RRO”).
19. The list, repeated in the Directions Order, includes the offence under Section 95(1) of the HA 2004 - controlling or managing of an unlicensed house.
20. Section 95(3)(b) states that it is a defence, if at the material time an application for a licence had been duly made. Section 95(4) states that it is also a defence if the person committing the offence had a reasonable excuse.
21. The relevant law concerning a RRO is to be found in Sections 40 – 52 of the HAP 2016.
22. Section 41(2) of the HAP 2016 provides that a tenant may apply for a RRO 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.
23. Section 43 of the HAP 2016 provides that the Tribunal may make a RRO if satisfied, beyond reasonable doubt, that the landlord has committed one of the offences specified in Section 40(3).

24. When the Tribunal decides to make a RRO in favour of a tenant, it must go on to determine the amount of that order in accordance with Section 44.
25. If the order is made on the ground that the landlord has committed the offence of controlling or managing an unlicensed house, the amount must relate to rent paid during a period not exceeding 12 months, during which the landlord was committing the offence (section 44(2)).
26. Section 44(3) confirms that the amount that the landlord may be required to repay must not exceed:
  - (a) the rent paid in respect of the period in question, less
  - (b) any relevant award of universal credit paid (to any person) in respect of rent and the tenancy during that period.
27. In cases such as this the Tribunal has a discretion in determining the amount, but Section 44(4) states that it 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 any of the specified offences.

### **Facts and chronology**

28. Mr. Khan occupied the Property pursuant to an assured shorthold tenancy agreement dated 7 September 2020 for an initial term of 6 months. The rent was £395.00 per calendar month payable in advance on the 7<sup>th</sup> of each month.
29. Mr. Khan occupied the Property from 7 September 2020 until November 2024. Ms. Sykrybienic sold the Property on 1 March 2024.
30. From 5 December 2023 the Applicant received UC. The documents provided showed the Applicant was entitled to the full amount of the rent each month as part of his UC claim being £395.00 for housing. Statements were provided and it was agreed there were no arrears on the rental account.
31. During the time Ms. Sykrybienic was the freehold owner of the Property she employed MWPM Ltd as the managing agent.
32. On 01 April 2017 Liverpool City Council introduced a selective licensing scheme, in accordance with part 3 of the HA 2004, whereby all privately rented properties located within the scheme boundary, which includes the Property,

required a licence, for a three-year term (“the First Period”). The Property was licensed during period October 2017 to March 2020.

33. On 01 April 2022 Liverpool City Council reintroduced the selective licensing scheme for a 5-year period. (“the Second Period”). The Property was once again located within the scheme boundary. No application for a licence was made and it was accepted by both the First Respondent and the Second Respondent that the Property was not licensed from 01 April 2022 to when the First Respondent sold the freehold in March 2024.

### **The Issues**

34. The following were issues in dispute:

- (i) Did the Property require a licence under the selective licensing scheme between September 2020 and 31 March 2022 and if so was a licence in place;
- (ii) Should a rent repayment order be made, and if so for what period and for what amount;
- (iii) Who should a rent repayment order be made against, the First Respondent as Landlord and freehold owner of the Property or the Second Defendant as managing agent of the AST of the Property for the First Respondent.

### **Mr. Khan’s oral evidence and submissions**

35. Mr. Khan provided oral evidence and was cross examined by both Respondents’ respective Counsel. He advised that he believed the Property required a licence when his AST began and that it did not have a licence. Mr. Khan stated that he had paid the rent from his own funds entirely until he was awarded UC in December 2023 and he would prefer if a RRO was to be made that it was for the period September 2020 to August 2021 as opposed to a more recent period when he was in receipt of UC, or such other period when he was paying the rent from his own funds as opposed to when he was in receipt of UC.

36. Mr. Khan was asked repeatedly by the First Respondent’s Counsel for an explanation for the three differing periods and amounts he set out in his written evidence (detailed above at paragraph 9) and what section of the HAP 2016 he was relying on. Mr. Khan stated that he was relying on what he had set out in his written evidence and in his application form. Mr. Wright submitted that there was a limitation within the HAP 2016 that only allowed a RRO to be made for a period 12 months from date of application.

37. Mr. Khan confirmed that he did not have contact direct with the First Respondent and that all contact and arrangements for the AST and his occupancy of the Property were through MWPM Ltd. Mr. Khan confirmed that

he understood that the MWPM Ltd were the managing agent and not the landlord. Mr. Khan maintained that a RRO can be made against a managing agent as well as a landlord.

38. Mr Khan stated the Property was in a very bad condition and it was only when he contacted Liverpool City Council about the condition of the Property in October 2023 that it came to his attention that the Property was required to be licensed and that it did not have a licence.

39. Mr. Khan submitted that he believed an offence had been committed and a RRO should be made and this should be against both Respondents.

### **Ms. Sykrybienic's oral evidence and submissions**

40. Ms Sykrybienic provided oral evidence and was cross examined by Mr Khan and the Second Respondent's Counsel Miss Lawrence.

41. Ms Sykrybienic confirmed that the licence for the First Period was applied for in October 2017 and was granted for a three year period meaning it expired October 2020 however she confirmed that the First Period during which a selective licensing scheme was in place ended in March 2020, before the AST commenced in September 2020 and she was advised by MWPM Ltd that no licence was required as no other selective licensing scheme was in place for the Property when the AST commenced.

42. Ms. Sykrybienic only became aware of the reintroduction of the selective licensing scheme and that a licence was required for the Second Period when she was contacted by MWPM Ltd by email in December 2022. Ms Sykrybienic states that the email asked whether she wanted MWPM Ltd to apply for this for her and she replied yes. She did not apply for a licence for the Second Period herself as her understanding was that MWPM Ltd were going to apply for it on her behalf.

43. Mr Wright submitted on behalf of Ms Sykrybienic that there was no requirement for the Property to be licensed between September 2020 and March 2022. Mr Wright further submitted that if a RRO was made then it was within the Tribunal's powers to order this against the Managing Agent. Mr. Wright submitted it was MWPM Ltd who had control of the Property and they collected the rents due under the AST. Further he submitted what else could Ms. Sykrybienic do as she had replied to MWPM Ltd's email regarding a license for the Second Period and instructed them to apply for this. Mr Wright referred to the following cases in support of his submission that a managing agent can be held liable under a RRO being *Urban Lettings (London) Ltd v London Borough*

*of Haringey [2015] UKUT 0104 (LC) and Next Location Company Limited v London Borough of Haringey [2025] UKUT 279 (LC).*

### **Submissions for MWPM Ltd**

44. No-one from MWPM Ltd attended the hearing. Miss Lawrence for MWPM Ltd advised that in those circumstances she was somewhat limited. She pointed the tribunal to the Statement of Reasons signed by Paul Massey dated 4 August 2025, director of MWPM Ltd.
45. Miss Lawrence submitted that MWPM Ltd cannot be held liable to make payment of a RRO. She referred to s40(1) HAP 2016 and the word “landlord” and to wording in s40(3)HAP 2016 “offence committed by a landlord” highlighting that it was accepted Ms. Sykrybienic was the landlord of the Property and that she received the rents minus commission. Miss Lawrence referred to the case of *Rakusen v Jepsen and others* [2023] UKSC 9 in support of her submission MWPM Ltd cannot be held liable for a RRO and these can only be made against the landlord.

### **Matter arising after the hearing**

46. After the hearing the Applicant sent to the Tribunal further evidence which it requested the Tribunal consider when reaching its decision. Mr. Wright on behalf of the First Respondent objected to this stating the time for evidence and submissions had passed and in any event this should not be considered without a proper application and explanation for the delay.
47. The evidence the Applicant requested the Tribunal take account of was an email from Liverpool City Council dated 17 November 2025 which set out dates when selective licensing was in place for the Property and whether a license was in place. That information was already before the Tribunal following the written submissions and oral testimony heard at the hearing. The Tribunal has not taken the evidence submitted after the hearing into account when reaching its decision.

### **The Tribunal’s Reasons and Conclusions**

#### **Who can a RRO be made against?**

48. S40 (1) HAP 2016 confers powers on the Tribunal to make a RRO “*where a landlord has committed an offence to which this Chapter applies*”. s40(3) HAP 2016 set out the table of offences “*that is committed by a landlord*”.

49. The case of *Rakusen v Jepsen* confirms that a RRO can only be made against an immediate landlord, who in this case is Ms. Sykrybienic. It is not argued that MWPM Ltd were an immediate Landlord, it is accepted by all parties that MWPM Ltd were managing agents for Ms. Sykrybienic and that Ms. Sykrybienic received the rents for the letting of the Property minus commission paid to MWPM Ltd for their services in managing the Property for Ms. Sykrybienic. It is not argued that MWPM Ltd have a proprietary interest in the Property and are entitled to receive the rents for the Property, it is accepted the rents were paid to them as agent for the landlord and they then paid those to Ms. Sykrybienic after deducting their commission.
50. The cases referred to by Mr Wright which the Tribunal have read and considered do not alter that position nor provide authority that a managing agent can be held liable for a RRO.
51. *Urban Lettings (London) Ltd v London Borough of Haringey* is a case concerning a RRO made where there was an unlicensed HMO. The case was prior to the HAP 2016 coming into force and involved, on the facts of that case, whether the person against whom the RRO was made was a “*person having control*” in relation to premises.
52. *Next Location Company Limited v London Borough of Haringey* is a case concerning an appeal from a financial penalty imposed for the offence of managing a HMO that was required to be licensed and was not licensed. That case did not concern the making of a RRO. S249A HA 2004 enables a local authority to impose a civil penalty, upon a person who has committed one of certain housing offences, one of those being an offence under s72 HA 2004. The Tribunal is not in this case considering a financial penalty. It common ground that a person managing a property can be found liable for a financial penalty.
53. Both cases referred to and relied on by Mr. Wright involved a party who had been found liable as they had a proprietary interest in the property in question in that they had either been granted a lease by the freeholder or Lessee (creating a sub-lease) and they were therefore entitled to receive the rack rent. That is not the case here. There is no lease in place between Ms. Sykrybienic and MWPM Ltd, and it is Ms. Sykrybienic who is entitled to receive the rack rent for the Property.

**As to whether an offence has been committed;**

54. Ms Sykrybienic is a “*person having control*” (s263 HA 2004) as she received the rack rent for the Property, minus commission paid to MWPM Ltd, and was the freehold owner of the Property.

55. From the evidence submitted and hearing the oral testimony, the Tribunal is not satisfied that the Property required a licence between September 2020 and 31 March 2022 and finds no offence under s95 (1) of the HA 2004 was committed during this period.
56. It is accepted by both Respondents that on 01 April 2022 Liverpool City Council reintroduced the selective licensing scheme for a 5 year period, the Property was located within the scheme boundary, no application for a licence for the Property was made and that the Property was not licensed from 01 April 2022 to when the First Respondent sold the freehold on 01 March 2024.
57. The Tribunal is satisfied beyond reasonable doubt that the Property required a licence and was not licensed between 01 April 2022 and 01 March 2024 and an offence mentioned in Section 40(3) HAP 2016, being an offence under s95(1) HA 2004, has taken place.
58. The Tribunal finds there is no reasonable excuse defence in these circumstances. No evidence was put forward that an application for licence had been duly made or that a temporary exemption notification had been given in respect of the Property. Ms. Sykrybienic relied on evidence in the written submissions of an email exchange with MWPM Ltd in December 2022 which informed her a licence was required and which referenced a previous e-mail said to have been sent earlier in the year on the same subject that apparently, had not been responded to. The December 2022 e-mail exchange asked if Ms. Sykrybienic wanted MWPM Ltd to apply for this for her to which she replied yes. The Statement of Reasons of MWPM Ltd disputes the authenticity of those emails stating no such email exist on their system and MWPM Ltd would not have advised Ms. Sykrybienic they could apply as at that time, they state there were issues with the Property which would have prevented them from applying and also a license being granted in any event. No one from MWPM Ltd was present at the hearing.
59. *Aytan & Ors v Moore & Ors [2002] UKUT 27 (LC)* confirmed that reliance upon an agent will rarely give rise to the defence of reasonable excuse. Ms. Sykrybienic did not put forward any arguments why she could not have informed herself of the licensing requirements without reliance upon MWPM Ltd. In the Tribunal's view the disputed email exchange in December 2022 would not be enough on its own to amount to a reasonable excuse. At the time of those disputed emails in December 2022, the Property had already been unlicensed since 01 April 2022. There is no evidence that Ms. Sykrybienic followed up on the disputed emails to check whether a licence had been applied for.. Ms. Sykrybienic was receiving the rents, minus commission, for the Property and commission statements were included within the written evidence. It would have been apparent to Ms. Sykrybienic that no licence had been

applied for as no deduction was made from the sums she received for a licence fee. Taking all of that into account the Tribunal finds there was no reasonable excuse defence proved in this case.

60. The Tribunal is satisfied therefore, beyond reasonable doubt, that the offence specified in Section 95(1) of the HA 2004 of allowing the Property to remain without an appropriate licence was committed continuously from 1 April 2022 to 1 March 2024, and without there then being a defence.

61. Because the offence was being committed within the period of 12 months before the Application, the Tribunal is also clear that it has jurisdiction.

### **Should the Tribunal make a RRO**

62. The decision to make a RRO where the Tribunal is satisfied beyond reasonable doubt that an offence has been committed is discretionary. However, it is only in exceptional cases that a Tribunal would not proceed to make a RRO where is satisfied an offence has been committed.

63. It has been confirmed that generally the purpose of the rent repayment regime is not compensatory. The Court of Appeal stated in *Kowalek & Anor v Hassanein Ltd [2022] EWCA Civ 1041* that the main object of the RRO provisions is "*deterrence rather than compensation*".... "*Parliament's principal concern was... not to ensure that the tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords*".

64. Nor should the importance of failure to obtain a licence be underestimated. Unlicensed properties undermine the statutory objective to promote proper housing standards and a Housing Authority's regulatory role and pose a risk for harm.

65. With such considerations in mind, the Tribunal is satisfied that a RRO should be made.

### **The amount of the RRO**

66. As the offence committed in this case is an offence under s95 (1) HA 2004, there is no obligation on the Tribunal to make a RRO in the maximum amount.

67. Various Upper Tribunal cases have given guidance as to how an appropriate figure should be calculated. In *Acheampong v Roman [2022] UKUT 239 (LC)* it was stated 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 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 others factors set out in section 44(4).*

68. Adopting this 4-stage approach the Tribunal made the following determinations: –

- a. What is the relevant period in this case - Section 41(2) (b) HAP 2016 provides that a tenant may apply for a RRO only if “*the offence was committed in the period of 12 months ending with the day on which the application is made*”. The Application was made on 7 March 2024 and as detailed above the Tribunal has determined an offence was committed between 01 April 2022 and 1 March 2024: the offence has been committed in the period of 12 months ending with the day on which the Application was made. Section 41(2) does not define the period over which the RRO should be made; it only sets out that to make a RRO the application must be made within the period of 12 months ending on the day on which the application is made. Its purpose is to set a limitation date by which the application must be made.

Section 44(2) HAP 2016 sets out that if the RRO is made on the ground that the landlord has committed an offence under s95(1) HA 2004, the amount must relate to rent paid during a period not exceeding 12 months, during which the landlord was committing the offence. There is nothing in this formulation which requires that period to be the same 12 month period prior to the application date. It is not a condition of s44 that a tenant specifies any period in their application, so Mr. Khan specifying differing periods does not create any jurisdictional obstacle to the Tribunal determining the 12-month maximum period themselves.

In this case the landlord has committed an offence under s95(1) HA 2004 between 01 April 2022 and 1 March 2024. The tenant makes an application for a RRO on 7 March 2024. The Tribunal could therefore consider a

maximum 12-month period in the period 01 April 2022 to 01 March 2024 with the earliest 12-month period being 01 April 2022 to 31 March 2023.

The Tribunal determines the relevant 12-month period to be from 01 April 2022 to 31 March 2023, 01 April 2022 being the date the selective licensing scheme was re-introduced and from the evidence Ms. Sykrybienic was unaware of the need to have a licence until December 2022.

The rent paid by Mr. Khan during and for the period from 01 April 2022 to 31 March 2023 inclusive totaled £4,740.00. During that period Mr. Khan received UC, the rental element of that before deductions amounting to £1,529.03 (27 days in December (being £344.03 as UC started from 05 December 2022) and January, February and March 2023) giving a net figure of £ 3,210.97

- b. There is nothing to be deducted for the cost of the utilities as Mr. Khan was responsible for paying for utilities directly and in addition to the rent;
- c. The Tribunal next considered the seriousness of the offence. The offence of not having a licence is, as explained in *Newall v Abbott [2024] UKUT 181 (LC)*, less serious than some of the other offences referred to in section 40(3) which are potentially punishable with a custodial sentence. The Tribunal also had regard to advice given in the same case as to where tariffs might be reasonably set in in comparable circumstances.

The Property had been licensed in the First Period demonstrating Ms. Sykrybienic had a knowledge of applying for a license where a property fell within a scheme for selective licensing. As to the Second Period, the Property was not licensed at any time and no application for a licence was made. No evidence was submitted or given at the hearing as to why Ms. Sykrybienic did not know the Property required a licence in the Second Period when the selective licensing scheme was re-introduced. Ms. Sykrybienic on her own evidence states she became aware of the need for a licence in December 2022 (some 9 months after the scheme had come into effect) and relied on MWPM Ltd to obtain that licence. There is no evidence she followed up on this and made sure a licence was obtained and in place as required and for which she now knew was needed. The evidence submitted show that Ms. Sykrybienic was the landlord of other properties she rented out. There was some reference in the papers to a possible issue with the condition of the Property but no evidence was presented by any party at the hearing and therefore there was insufficient information available to allow the Tribunal to make and finding as to any issues with the condition of the Property and whether a licence would have been granted if it had been applied for. There were no rent arrears during the AST.

In all circumstances of this case, the Tribunal found that 40% of the net rental figure would be a fair reflection of the seriousness of the offence and Ms. Sykrybienic's culpability.

- d. The Tribunal then considered the other factors specifically referred to in section 44(4) HAP 2016 being the conduct of the parties, the landlord's financial circumstances, and whether it has any time been convicted of a specified offence, and whether there were any other material factors.

*The conduct of the parties;*

There was certainly no evidence of any unreasonable or inappropriate conduct by Mr. Khan. Nor was there any compelling evidence of any unreasonable or inappropriate conduct by Ms. Sykrybienic, beyond that which had already been factored into the Tribunal assessment of the seriousness of the offence.

*Ms. Sykrybienic's financial circumstances;*

Ms. Sykrybienic did at the time she was the landlord of the Property own other properties which were rented out and provided her with a continuing income stream. No evidence has been presented of a need to mitigate the order due to Ms. Sykrybienic's financial circumstances.

*Whether Ms. Sykrybienic has had any relevant convictions;*

No evidence has been presented that Ms. Sykrybienic has had any relevant convictions.

*Any other relevant factors.*

The Tribunal concluded that there were no other material factors which needed to be considered, and that its consideration of the factors specifically referred to in section 44(4) had not identified anything which had not already been factored into its calculations.

## **The Tribunal's conclusion and determination**

69. For the reasons stated, the Tribunal has determined that the amount of the rent to be repaid by Ms. Sykrybienic to Mr. Khan Springett should be £1,284.39 (i.e. 40% of the gross rental receipts of £4740.00 after reduction of that part funded from universal credit of £1529.03 (net figure £3210.97)) to be paid within 28 days of receipt of this decision.

