



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

**Case Reference** : **BIR/37UH/HMK/2025/0018**

**Subject Property** : **Room 1, 203a Ilkeston Road  
Nottingham, NG7 3FW**

**Applicant** : **Harrison Clarke**

**Respondent** : **WSF Group Limited**

**Type of Application** : **Application under section 41(1) of the  
Housing and Planning Act 2016 for a  
rent repayment order**

**Date of Hearing** : **23 February 2026**

**Tribunal Members** : **Deputy District Judge Stephen Haythorne  
Mr G S Freckelton FRICS**

**Date of Decision** : **4 March 2026**

**Date of Issue** : **19 March 2026**

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**DECISION**

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## **Introduction**

- 1 This is a decision on an application for a rent repayment order under section 41 of the Housing and Planning Act 2016 ('the 2016 Act').
- 2 The Applicant is Harrison Clarke, who was the tenant of Room 1, 203a Ilkeston Road, Nottingham, NG7 3FW ('the subject property') between 9 September 2024 and 1 September 2025. The application named Jacky Liu as Respondent. However, the registered proprietor is WSF Group Ltd, the tenancy agreement is between WSF Group Ltd as the landlord and the Applicant and the rent was paid by the Applicant into a business account in the name of WSF Group Ltd. Jacky Liu described himself as a director of WSF Group Ltd.
- 3 For the reasons explained below (see paragraphs 17 - 19), pursuant to its power under rule 10(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal removes Jacky Liu as Respondent and substitutes WSF Group Ltd. In this decision, therefore, references to 'the Respondent' are references to WSF Group Ltd.
- 4 The Housing Act 2004 ('the 2004 Act') introduced licensing for certain categories of residential accommodation. Under Part 2 of the 2004 Act, licensing is mandatory for all houses in multiple occupation (HMOs) which are occupied by five or more persons forming two or more households; and local housing authorities may designate areas in their district as subject to additional licensing in relation to other HMOs not otherwise required to be licensed. Under Part 3 of the 2004 Act, local housing authorities may designate areas in their district as subject to selective licensing in relation to other rented houses not otherwise required to be licensed.
- 5 Under section 95 of the 2004 Act a person who has control of or manages a house that is required to be licensed under Part 3 but is not so licensed commits an offence.
- 6 Commission of an offence under section 95 may lead to criminal prosecution and conviction or to the imposition by the local housing authority of a financial penalty pursuant to section 249A of the 2004 Act. Furthermore, under section 43 of the 2016 Act the Tribunal may make a rent repayment order in favour of the occupier (or former occupier) if it is satisfied beyond reasonable doubt that the landlord has committed an offence under section 95 of the 2004 Act, whether or not the landlord has been convicted of that offence.

## **Background**

- 7 The subject property is a 1 bedroomed flat in a converted house with 3 other flats. The Applicant described the layout as entering through a communal front door and turning left to where the front door to the subject property is situated. The subject property then opens into a bedroom, with a bathroom to the right and kitchen area straight through. There are sliding doors leading into the garden area.

- 8 The Applicant occupied the subject property alone from 9 September 2024 until 1 September 2025 under a fixed period assured shorthold tenancy stated to be for an initial period of 11 months and 24 days ('the tenancy agreement'). The tenancy agreement was signed by the parties on 5 September 2024.
- 9 The rent payable under the tenancy agreement was £628.33 per month and was to be paid in accordance with the payment schedule attached the tenancy agreement as follows:
- 9 September 2024            £2465.00
  - 6 January 2025             £2465.00
  - 5 May 2025                 £2465.00
- Total                            £7395.00**
- 10 The Respondent became the registered proprietor of the subject property on or around 15 September 2022. At that time the subject property was subject to selective licensing pursuant to a scheme introduced by Nottingham City Council and the subject property was subject to the selective licensing scheme at the time that the Applicant's tenancy began and continued to be subject to the selective licensing scheme throughout the period of the Applicant's occupation of the subject property.
- 11 The Respondent's case is that it was aware of the selective licensing scheme and was aware that the previous owner of the subject property had a selective licensing scheme licence. The Respondent's case is that it believed that the licence applied to the subject property as opposed to individual owners and that therefore the subject property had the appropriate licence.
- 12 The Respondent's case is that it became aware that the subject property was not licensed when it was contacted by Nottingham City Council on 20 March 2025 and that as a result of this contact the Respondent made an application for a selective licensing scheme licence on 24 March 2025. The Respondent highlights that Nottingham City Council granted the licence on 4 November 2025 and states that it applied promptly for the licence and fully cooperated with Nottingham City Council throughout the process.
- 13 By an application dated 7 July 2025, the Applicant applied for a rent repayment order under section 41 of the 2016 Act. The Applicant alleged that throughout the period of the tenancy agreement the Respondent was controlling or managing the subject property, which, as a property subject to the Nottingham City Council selective licensing scheme, was required to be licensed pursuant to Part 3 of the 2004 Act, but was not so licensed. The Applicant claims for the full rental period of the tenancy agreement, that is from 9 September 2024 to 1 September 2025.
- 14 On 3 October 2025 the Tribunal issued Directions for the determination of the application.
- 15 On 23 February 2025 a remote hearing was held by Cloud Video Platform. The hearing was attended remotely by (i) the Applicant in person and (ii) the Respondent, represented by a Director Jacky Liu.

### **Statutory regime**

- 16 The statutory regime is set out in Chapter 4 of Part 2 of the 2016 Act. So far as relevant to the present application, the Act provides as follows –

#### 40 Introduction and key definitions

(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, or ...

(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
...			
6	Housing Act 2004	section 95(1)	control or management of unlicensed house
...			

#### 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.

...

#### 43 Making of 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 has 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 in accordance with—

(a) section 44 (where the application is made by a tenant);

...

#### 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 the table.

<i>If the order is made on the ground that the landlord has</i>	<i>the amount must relate to rent paid by the tenant in</i>
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<i>committed</i>	<i>respect of</i>
...	
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.

### **Preliminary issue**

- 17 As noted above, the Tribunal exercised its power under rule 10(1) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to clarify the name of the Respondent in this case. In the Applicant's application they entered Jacky Liu as the name of the Respondent, but did state WSF Group Ltd as part of the address. In the hearing Mr Lui confirmed that he is a director of WSF Group Ltd, but not the actual Respondent.
- 18 WSF Group Ltd is the landlord named on the tenancy agreement, it is the registered proprietor of the subject property and the rent payments were paid into a business account in the name of WSF Group Ltd.
- 19 The matter was discussed between the Tribunal and the parties at the commencement of the hearing and neither party objected to a change of respondent from Jacky Lui to WSF Group Ltd.
- 20 The Tribunal proceeded to determine the application with WSF Group Ltd substituted as Respondent.

### **Determination of the Tribunal**

- 21 The Tribunal considered the application in four stages –
  - (i) Whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 95(1) of the 2004 Act in that at the relevant time the Respondent was a person in control of or managing a house that was required to be licensed under Part 3 of the 2004 Act but was not so licensed.
  - (ii) Whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.
  - (iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.
  - (iv) Determination of the amount of any order.

Offence under section 95(1) of the 2004 Act

### *The requirements of the offence*

22 In accordance with section 43(1) of the 2016 Act, the Tribunal is satisfied beyond reasonable doubt that, subject to the establishment of a reasonable excuse defence (see paragraphs 26 - 40 below), the Respondent, as landlord of the subject property, had committed an offence listed in section 40 of the 2016 Act, namely an offence under section 95(1) of the 2004 Act, which provides –

*A person commits an offence if he is a person having control of or managing a house which is required to be licensed under [Part 3] ... but is not so licensed.*

23 The Tribunal is satisfied that the subject property was a house subject to selective licensing under Part 3 of the 2004 Act and that the property was not licensed.

24 The Tribunal is satisfied that at all material times the Respondent was the landlord of the subject property.

25 The Tribunal is satisfied that at all material times the Respondent was the person managing the subject property within the meaning of section 263(3) of the 2004 Act: it was the owner of the subject property and received rent from persons in occupation of the property.

### *Reasonable excuse defence*

26 Although the Respondent did not expressly raise a defence of reasonable excuse under section 95(4) of the 2004 Act, the substance of the Respondent's representations require the Tribunal to consider whether the Respondent might have such a defence: see *IR Management Services Limited v Salford City Council* [2020] UKUT 81 (LC) at paragraph 31.

27 Section 95(4) provides –

*In proceedings against a person for an offence under subsection (1) ... it is a defence that he had a reasonable excuse -*

*(a) for having control of or managing the house in the circumstances mentioned in subsection (1) ....*

28 Although the Tribunal must be satisfied beyond reasonable doubt as to the elements of the offence listed in section 95(1), the standard of proof in relation to the defence in section 95(4) is the balance of probabilities.

29 The Respondent's case is that there was a genuine mistake as to the validity of the licence which was obtained by the previous owner of the subject property, that is that the Respondent believed that the licence was transferable and therefore that a licence was in place for the subject property. Further, that once the Respondent discovered that the subject property was not licensed, the Respondent promptly applied for the licence and the licence was granted.

30 In the view of the Tribunal the Respondent has failed to bring itself within the scope of the reasonable excuse defence based on a genuinely mistaken belief that the previous owner's licence was still valid.

31 The Respondent accepts that it did know about the selective licence scheme applying to the subject property when it became the registered proprietor in 2022 and appears to have been advised about this by the previous owner and advised that the previous owner had a licence.

- 32 It was incumbent on the Respondent to know what is required to operate in the private rented sector in the area that the subject property is situated and keep up to date with statutory requirements. It is reasonably expected that the Respondent would do this as part of the management of its property portfolio.
- 33 It would have been a very simple task for the Respondent to contact Nottingham City Council to confirm whether the previous owner's licence was still valid, rather than rely upon the representation of the previous owner.
- 34 While it was not disputed that the offence was being committed when the tenancy agreement commenced on 9 September 2024, the parties adopted different positions on when the offence ceased. The Applicant argued that the offence only ceased when the licence was granted on 4 November 2025. The Respondent argued that the offence ceased when it applied for a licence on 24 March 2025.
- 35 The Applicant submitted that whilst they understood that it would take time for any application to be processed by Nottingham City Council, had the Respondent applied for a licence when they first became the registered proprietor of the subject property, a licence would have been in place when their tenancy started.
- 36 The Respondent's case is that it promptly made an application for a selective licensing scheme licence on 24 March 2025, after being advised by Nottingham City Council on 20 March 2025. This is supported by Nottingham City Council's decision notice dated 4 November 2025 which states that the Respondent's application was received on 24 March 2025.
- 37 The case of *Moh & Others -v- Rimal Properties Ltd* [2024] UKUT 324 (LC) is authority for the Respondent having a reasonable excuse under s95(4) of the 2004 Act once the application for a licence was made to Nottingham City Council and that therefore the offence ceases to be committed on the date of the application.
- 38 The Tribunal is not satisfied, on the balance of probabilities that the Respondent had a reasonable excuse for managing an unlicensed property up to and including 23 March 2025.
- 39 The Tribunal is satisfied, on the balance of probabilities, that the Respondent did have a reasonable excuse for managing an unlicensed property from 24 March 2025 onwards.
- 40 The Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 95(1) of the 2004 Act during the period 9 September 2024 to 23 March 2025 (inclusive).
- 41 However, in the view of the Tribunal, the matters referred to by the Respondent above, may constitute mitigation in relation to deciding the amount of any rent repayment order.

#### Entitlement of the Applicant to apply for a rent repayment order

- 42 The Tribunal determined that the Applicant was entitled to apply for a rent repayment order pursuant to section 41(1) of the 2016 Act. In accordance with section 41(2), the subject property was let to the Applicant throughout the period that the Respondent was committing the relevant offence; and the

offence was committed in the period of 12 months ending with the day on which the application was made (7 July 2025).

- 43 The Respondent raised an issue that the Applicant had only made an application for a rent repayment order because the Respondent's director was Chinese.
- 44 The Tribunal found that there was no evidence whatsoever that the Applicant had made the application motivated by the Respondent's directors' nationality. The Applicant had a statutory right under s.41(1) of the 2016 Act to make such application and did so because the Applicant considered that the Respondent had committed an offence under s95(1) of the 2004 Act during the period of the tenancy. As outlined above the Tribunal found that the Respondent had committed such offence.
- 45 The Respondent raised the issue that the Applicant was not in occupation of the subject property for periods of the tenancy as the Applicant was staying with their partner.
- 46 The Applicant responded that he spent the odd night here and there at his partner's house and this was due mainly to the cold. In support, the Applicant provided a statement from their partner confirming this.
- 47 The Applicant did not have to spend every night in the subject property to be in occupation of it. The Applicant is entitled to spend nights away with friends, family or on holiday. The Respondent did not provide any evidence that the Applicant was not in occupation of the subject property and the Tribunal determines that the Applicant occupied the subject property and was entitled to a rent repayment order.

#### Discretion to make rent repayment orders

- 48 Since the Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence under section 95(1) of the 2004 Act, a ground for making a rent repayment order has been made out.
- 49 Even if the Tribunal finds that a relevant offence has been committed, it has a discretion not to make a rent repayment order (see section 43(1) of the 2016 Act which uses the word 'may' as opposed to 'must')
- 50 The Tribunal was satisfied that there was no reason why a rent repayment order should not be made in the circumstances of this application.

#### Amount of rent repayment order

- 51 In accordance with section 44(2) of the 2016 Act, the amount of an order must relate to rent paid in a period, not exceeding 12 months, during which the landlord was committing an offence under section 95(1) of the 2004 Act.
- 52 In accordance with section 44(3) of the 2016 Act, the amount that the landlord is required to repay in respect of the period must not exceed the rent paid by the tenant in respect of that period less any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

- 53 The Applicant was not in receipt of universal credit during any period of the tenancy.
- 54 The Applicant provided evidence in the form of bank statements evidencing that they had made payments of rent in accordance with the schedule to the tenancy agreement and which is set out at paragraph 9 of this decision above, so that the Applicant paid a total of £7395.00 through 3 payments of £2465.00. The Respondent provided evidence, also in the form of bank statements, evidencing those payments being received and the payments made by the Applicant were not in dispute.
- 55 The Tribunal has determined the relevant period during which the Respondent was committing the offence under section 95(1) of the 2004 Act to be 9 September 2024 to 23 March 2025, a period of 6 months and 15 days ('the relevant period')
- 56 The total net rent payable in the 12 month period covering the tenancy was £7539.96 (£628.33 per month x 12 months) and the daily amount of rent was £20.66 (£7539.96 divided by 365 days). The Tribunal noted that the tenancy agreement was for a period of 11 months and 24 days, which is why the total paid by the Applicant was £7395.00 and not £7539.96 for the full 12 month period. However, during the relevant period, the net rent paid by the Applicant was £4079.88. This consists of 6 months rent at £628.33 per month for the period 9 September 2024 to 8 March 2025 (£3769.98) plus 15 days rent at £20.66 per day for the period 9 March 2025 to 23 March 2025 (£309.90)
- 57 The maximum amount of rent repayment order for the relevant period is therefore £4079.88
- 58 In accordance with section 44(4) of the 2016 Act, in determining the amount of any rent repayment order, the Tribunal must, in particular, take into account the conduct of the parties, the financial circumstances of the landlord and whether the landlord has been convicted of any of the offences listed in section 40 of the 2016 Act.
- 59 The proper approach that the Tribunal is required to take at the final stage of the determination of the amount of any rent repayment order has been considered by the Upper Tribunal (Lands Chamber) in a series of decisions: see *Vadamalayan v Stewart* [2020] UKUT 183 (LC), *Ficcara v James* [2021] UKUT 38 (LC), *Awad v Hooley* [2021] UKUT 55 (LC), *Williams v Parmar* [2021] UKUT 244 (LC), *Aytan v Moore* [2022] UKUT 27 (LC), *Acheampong v Roman* [2022] UKUT 239 (LC), *Dowd v Martins and others* [2022] UKUT 249 (LC).
- 60 In *Dowd v Martins and others*, the Upper Tribunal endorsed the approach summarised in paragraph 21 of the decision in *Acheampong v Roman*. The FTT should:
- (a) *Ascertain the whole of the rent for the relevant period.*
- (b) *Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.*

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

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

- 61 Applying steps (a) to (d) above to the present case, the Tribunal has already determined step (a): see paragraphs 51 - 57 above.
- 62 With regard to step (b), the potential services supplied by the Respondent consist of the payment of water charges, electricity for the communal hallway and broadband.
- 63 Dealing firstly with broadband, the tenancy agreement does state '*landlord utilities: water and broadband*'. The Applicant says that there was broadband for about the first month and from then onwards the Applicant increased their mobile telephone plan to provide for unlimited data. The Respondent states that it never provided broadband and that the inclusion of this on the tenancy agreement was an administrative error.
- 64 Both parties agree that for the majority of the tenancy broadband was not provided by the Respondent and the Respondent's evidence is that it never provided this at all and any broadband which was available to the Applicant, must have been broadband provided by a third party.
- 65 The Tribunal is satisfied that broadband was not a service provided by the Respondent and there was no deduction to be made in respect of broadband.
- 66 With regard to water charges and electricity charges, it is agreed by the parties that the Respondent paid for water charges and for electricity charges for the communal hallway.
- 67 The Respondent did not have precise figures, but stated that water charges for the whole of the property was around £300.00 per year and electricity charges were around £66.21 per month.
- 68 The Applicant made the point that both the water and electricity charges benefited the other residents of the other 3 flats and that therefore these were not services that the Applicant solely benefited from.
- 69 The reason why services paid for by a tenant and provided by a landlord are deducted is that these charges are not really rent, but payments for a service which is of benefit to the tenant rather than the landlord. This is as opposed to say charges incurred by the landlord to maintain a property, which benefit the landlord as much as the tenant. The provision of water and lighting to the hallway did benefit the Applicant, rather than the landlord, although the Tribunal accepted that the Applicant benefited from these services along with the other 3 residents in the other flats.
- 70 The Tribunal determines that the amount of water and electricity charges should be deducted on a pro-rata basis with the other residents.

71 In terms of the communal electricity charges, the Tribunal took the figure of £66.21 per month as an informed estimate. The Tribunal found that the total deduction for communal electricity charges for the relevant period was £107.40. This can be broken down as follows:

£66.21 per month ÷ 4 flats = £16.55 per flat  
£16.55 x 12 = £198.60 pa = £0.54 per day

09/09/2024 – 08/03/2025 = 6 months @ £16.55 per month = 99.30  
09/03/2025 – 23/03/2025 = 15 days @ 0.54 per day = 8.10  
**Total** **£107.40**

72 In terms of the water charges. The Tribunal took the figure provided by the Respondent of £300.00 per year. The Tribunal found that the total deduction for water charges for the relevant period was £40.50. This can be broken down as follows:

Water charges circa £300.00 pa ÷ 4 flats = £75.00pa = £6.25 per month = £0.20 per day

09/09/2024 – 08/03/2025 = 6 months @ £6.25 per month = 37.50  
09/03/2025 – 23/03/2025 = 15 days @ 0.20 per day = 3.00  
**Total** **£40.50**

73 The Tribunal applied those deductions to the maximum rent repayment order for the relevant period and found that the maximum rent repayment order for the relevant period, after the deduction of water and electricity charges was £3931.98 (£4079.88 - £107.40 - £40.50)

74 Turning to step (c), the Upper Tribunal has made it clear that in applying section 44(4)(a) of the 2016 Act, the conduct of the Respondent landlord also embraces the seriousness of the type of offence committed by the Respondent landlord. In the present case the offence is the managing of an unlicensed house. Whilst this is a serious offence, it is clear from the scheme and detailed provisions of the 2016 Act that it is not normally regarded as the most serious of the offences listed in section 40(3): see *Daff v Gyalui* [2023] UKUT 134 (LC) at paragraphs 48-49 and *Irvine v Metcalfe* [2023] UKUT 283 (LC) at paragraph 72.

75 The Tribunal determines that the relatively less serious offence committed by the Respondent should be reflected in a deduction from the maximum amount of the rent repayment order identified above. The Tribunal considered that a reduction of 60% was appropriate in light of the offence committed, reducing the amount of the rent repayment order to £1572.79.

76 Turning to step (d), the Applicant raised a number of issues in relation to the conduct of the Respondent. The Applicant's complaints included the following:

- Issues at the start of the tenancy with hand over of the keys to the subject property;
- The subject property being dirty and taking a number of hours to clean;
- White goods provided being dirty/stained

- Inadequate heating;
  - Untidy garden and broken fence;
  - An LED strip light sticker still attached to the wall;
  - a leak to the sink;
  - No battery to the smoke alarm
- 77 The Respondent stated that it had hired a cleaner before the Applicant moved in to the subject property and that when informed of the issues the Respondent apologised for the inconvenience, explained the position and offered further cleaning and remedial action.
- 78 The Tribunal noted that Nottingham City Council inspected the subject property and found the following issues:
- The smoke alarm in the subject property was incorrectly placed;
  - There was no heat detector to the kitchen of the subject property;
  - There was no fire door fitted to the entrance to the subject property;
  - There was a smell of mould from condensation;
  - The communal hallway had an inadequate battery operated smoke alarm.
- 79 The Tribunal noted that not all issues which arise between landlord and tenant would give rise to an addition or reduction in an award. The purpose of a rent repayment order is to punish and deter criminal behaviour, see *Newell -v- Abbott and Another* [2024] UKUT 181 (LC) at paragraph 61.
- 80 Many of the issues raised by the Applicant about the condition of the subject property are relatively minor and the Tribunal did not consider that these allegations would have any impact on the amount of rent repayment order.
- 81 The Tribunal did consider that the issues identified by Nottingham City Council were more serious and should be afforded due weight on the basis that these were health and safety issues and were conditions required of licence holders as set out in the conditions attached to the Respondent's licence.
- 82 The Tribunal did note that the Respondent did not commit the offence deliberately and that there was a genuine mistake on the part of the Respondent. The Tribunal also noted that the Respondent acted promptly in applying for a licence once it was informed by Nottingham City Council and that remediation works were also carried out promptly.
- 83 The Tribunal also noted that Respondent has other rental properties and that the subject property had been let out previously so the Respondent was an experienced landlord.
- 84 Overall, given the fact that there were health and safety issues found at the property by Nottingham City Council that it required to be remedied and that the Respondent had benefited from not having a licence and not having to carry out works sooner, the Tribunal determines that it would be appropriate to make an upward adjustment to the amount of the rent repayment order.

- 85 Section 44(4)(b) of the 2016 Act requires the Tribunal to take into account the financial circumstances of the landlord. The Respondent was reluctant to disclose the financial circumstances, but stated that the balance in the Respondent's business account was around £10,000 to £15,000. The Tribunal determines that it would not be appropriate to make any further adjustment of the amount of the rent repayment order to reflect the financial circumstances of the Respondent.
- 86 Section 44(4)(c) of the 2016 Act requires the Tribunal to take into account whether the landlord has at any time been convicted of any of the offences listed in section 40(3). The Respondent has no such convictions.
- 87 Finally, the Tribunal notes (i) the reminder from Sir Timothy Fancourt in *Williams v Parmar* (at paragraph 43) that *Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities* identifies the factors that a local authority should take into account in deciding whether to seek a rent repayment order as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending; and (ii) the clear indication (at paragraph 51) that the factors identified in the Guidance will generally justify an order for repayment of at least a substantial part of the rent.
- 88 The Tribunal determines the maximum repayment amount identified in the paragraph 73 above should be discounted by a total of 50%. This represents the initial 60% reduction to the maximum rent repayment order after deduction of charges for utilities (£3931.98), plus an upward award of 10% to take into account the factors identified at paragraphs 76 -84 above. 50% of £3931.98 is £1965.99, which the Tribunal determines should be rounded up to £1966.00
- 89 The Tribunal therefore orders under section 43(1) of the 2016 Act that the Respondent repay to the Applicant the sum of £1966.00

### **Reimbursement of fees**

- 90 The Applicant applied under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the Tribunal to make an order requiring the Respondent to reimburse to the Applicant the application fee of £114.00 and the Tribunal hearing fee of £227.00.
- 91 Since the Tribunal has made a rent repayment order in favour of the Applicant, albeit in a lesser amount than that applied for, it is appropriate that the Applicant should have the fees reimbursed. The Applicant has had to pay these fees to the Tribunal and is not entitled to be reimbursed the fees by the Tribunal regardless of the outcome of the case. If the Respondent is not required to pay these fees, the Applicant will be left out of pocket and this will in effect reduce the benefit of the amount of rent repayment order in real terms.

### **Summary**

- 92 The Tribunal orders under section 43(1) of the 2016 Act that the Respondent repay to the Applicant the sum of **£1966.00** not later than 28 days from the date that this decision is sent to parties

93 The Tribunal orders under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse to the Applicant £114.00 in respect of the application fee and £227.00 in respect of the hearing fee, in total **£341.00** not later than 28 days from the date that this decision is sent to the parties.

### **Appeal**

94 If a party wishes to appeal this Decision, that appeal is to the Upper Tribunal (Lands Chamber). However, a party wishing to appeal must first make written application for permission to the First-tier Tribunal at the Regional office which has been dealing with the case.

95 The application for permission to appeal must be received by the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

96 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(s) for not complying with the 28-day time limit. The Tribunal will then consider the reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

97 The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking.

4 March 2026

Stephen Haythorne  
Deputy District Judge