



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

Case reference : LON/00AP/HMF/2025/0798

Property : 162A Carlingford Road, London, N15
3EU

Applicants : (1) Amelia McInnes-Dean
(2) Lucy Thompstone
(3) Olivia Donovan

Representative : Mr Eliot of Justice for Tenants

Respondents : (1) Jose Francisco Granja Lara
(2) Valbona Sadiku

Representative : Ms Sadiku

Type of application : Application for a rent repayment order
by the tenants: sections 40, 41, 43 and
44 of the Housing and Planning Act
2016

Tribunal members : Judge Tueje
Ms Macleod MCIEH

Venue : 10 Alfred Place, London WC1E 7LR

Date of hearing : 30th January 2026

Date of decision : 18th March 2026

DECISION

In this determination, statutory references relate to the Housing Act 2004 unless otherwise stated.

Decisions of the Tribunal

- (1) The Tribunal find that the First and Second Respondents did commit an offence under section 72(1) without reasonable excuse.
- (2) The Tribunal makes a rent repayment order against the First and Second Respondents, who are therefore jointly and severally liable to pay the global sum of £17,101.15, which is to be paid to the Applicants within 28 days of the date this Decision is sent to the parties.
- (3) The global sum represents a rent repayment order for the period covering 26th May 2023 to 25th May 2024.
- (4) Although it was a joint tenancy, the Applicants appear to have contributed different amounts towards the rent. Therefore, they must agree the division of the global amount between themselves.
- (5) The Tribunal also determines that within 28 days of the date this decision is sent to the parties the Respondent shall pay to the Applicants £341.00 reimbursement of the Tribunal's fees pursuant to rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- (6) The reasons for the Tribunal's decisions are given below.

The Application

1. This decision relates to an Application received on 23rd May 2025, made under section 41 of the Housing and Planning Act 2016 for a rent repayment order. The application form contained a statement of truth signed by all 3 Applicants.
2. The Applicants are the former tenants of 162A Carlingford Road, London, N15 3EU ("the Property").
3. The Application is made against the First and Second Respondents, Mr Granja and Ms Sadiku, who were stated to be the Applicants' immediate landlords in the tenancy agreements.
4. The Applicants are claiming a rent repayment order from 26th May 2023 to 25th May 2024. The amount claimed is £26,318.70, being the total rent paid during the period of their claim.
5. By an order dated 7th August 2025 the Tribunal gave directions. The directions order made provision for the parties to each prepare separate bundles for the hearing containing their supporting documents, and an expanded statement of reasons for the application.

6. The Tribunal listed the final hearing on 30th January 2026.

The Hearing

7. The parties did not request an inspection of the Property by the Tribunal, and the Tribunal did not consider one was necessary or proportionate.

8. The Applicants provided the Tribunal with the following documents:

- 8.1 A 248-page bundle from the Applicants; and
- 8.2 A 37-page bundle in reply from the Applicants.

9. The Respondents provided the Tribunal with the following documents:

- 9.1 A 2-page statement of defence signed by both Respondents;
- 9.2 A 28-page bundle titled “Documents for 162A Carlingford Road Claim”;
- 9.3 A 20-page bundle titled “Haringey Licence in Respect of a House”;
- 9.4 A character reference from Marino Costi;
- 9.5 A folder containing 10 photographs of the property; and
- 9.6 Gas safety certificates dated 1st December 2022, 1st December 2023 and 29th November 2024.

10. The gas safety certificates had not been disclosed by the Respondents prior to the hearing, and Mr Eliot objected to them being admitted into evidence so late. However, we considered the gas safety certificates were relevant to determine the extent of the Respondent’s alleged regulatory non-compliance. Therefore, we admitted these documents.

11. The Applicants all attended the final hearing and gave evidence; Mr Eliot made closing submissions on their behalf. The Respondents decided that Ms Sadiku would give evidence on behalf of the both of them. Ms Sadiku cross examined the Applicants, albeit relatively briefly, and she also made closing submissions. The Tribunal also asked Mr Granja whether he wished to add to Ms Sadiku’s submissions, and he took that opportunity to do so.

The Background

12. The Respondents purchased the property as a four storey terraced house in July 2017, and converted the building into two split level self-contained flats.

13. They obtained planning permission from Haringey Council, and its Building Control department monitored the refurbishment. Throughout this process, the Respondents made clear to the Council’s officers that the property would be let out, however, Haringey did not inform the Respondents about any licencing requirements.

14. The subject property occupies the ground and first floor of the former house. The accommodation comprises an open plan kitchen-living-dining area, utility

room, two bedrooms and a bathroom on the ground floor, plus a bedroom and shower room on the first floor.

15. Haringey's Additional Licencing scheme came into effect on 27th May 2019. It applies to all houses in multiple occupation (HMO) within its borough, unless it is an HMO that requires a mandatory licence under section 55 of the Act, or is subject to a statutory exemption. There is a copy of the public notice of Designation of an area for Additional Licensing in the Applicants' bundle.
16. Also, with effect from 17th November 2022 the London Borough of Haringey designated certain areas within its borough for selective licencing under section 80. There is a copy of the relevant Notice of Designation of Areas for Selective Licensing in the Applicant's bundle. The designation will cease to have effect on 17th November 2027. According to the Notice, one of the designated areas is West Green, where the Property is situated.
17. The Applicants' period of occupation of the Property was as follows:
 - 17.1 Amelia McInnes Dean: from 24th August 2021 until 31st August 2024;
 - 17.2 Lucy Thompstone: from 24th August 2022 until 31st August 2024; and
 - 17.3 Olivia Donovan from 1st September 2023 until 31st August 2024.
18. The Applicants have provided a written agreement commencing 1st September 2023, which is a joint 12-month assured shorthold tenancy agreement. The rent was £2,450 per calendar month. By clause 4.1.2 of the agreement the Applicants were liable to pay the utilities in addition to the rent.
19. The Applicants have provided copies of their bank account statements showing that Ms Thompstone monthly payments to Ms McInnes-Dean included from May 2023 to April 2024, and Ms Donovan's monthly payments to Ms McInnes-Dean included from August 2023 to May 2024. Ms McInnes-Dean has provided copies of her bank statements showing payments to Ms Sadiku. £308.71 was paid on 1st May 2025, then from 31st May 2023 until 31st July 2023 £2,400 per month was paid, and from September 2023 to May 2024 £2,450 per month was paid. Although we don't have Ms McInnes-Dean's statement showing that a payment was made to Ms Sadiku in August 2023, a spreadsheet of rent payments in the bundle shows rent of £2,450.00 was paid on 31st August 2023, and the Respondents did not challenge the Applicant's assertion that these payments were made.
20. The Applicants' spreadsheet states the total rent paid during the period of their claim was £26,627.41. However, at the hearing, Mr Eliot corrected this, explaining that the payment of £308.71 paid on 1st May 2023 is outside the period of the claim. We therefore calculate the whole of the rent paid during

the period of the claim was £26,318.70 (not Mr Eliot's revised figure of £26,318.29).

21. As to conditions at the Property, the Applicants complain about the following:

21.1 Mould affecting the downstairs bathroom ceiling, reported to the Respondents in July 2023, which worsened by March 2024 as the Respondents failed to address this.

21.2 Ms McInnes-Dean's evidence was that from October 2021 for the remainder of her occupation, there was mould and peeling paint in both downstairs bedrooms and the living area, with signs of dampness in the communal hallway and hallway cupboard.

21.3 She has exhibited photographs showing mould to the downstairs bathroom ceiling and the peeling paint to the living area wall.

21.4 Ms Thompstone also complained of dampness. She stated it affected her downstairs bedroom, where mould developed on her belongings, including her shoes. She has also exhibited photographs, which included a photograph of her bedroom ceiling with mould spotting.

22. Persistent and frequent flickering of the lights affecting the kitchen-living area and all three bedrooms, particularly during rain. When reported to the Respondents, on one occasion Mr Granja tried to address moisture in a light switch by using kitchen towel and Ms McInnes-Dean's hairdryer. This did not permanently address the problem. Despite the Respondents subsequently sending an electrician, the issue reoccurred and persisted until they vacated.

23. Ms McInnes-Dean states that towards the end of their tenancy, when there was a disagreement between the parties regarding viewing arrangements for prospective tenants, Ms Sadiku suggested she could make things difficult when it came to returning their deposit. However, this was not put to Ms Sadiku during cross examination, so it is appropriate to disregard this allegation insofar as it may relate to conduct.

24. Regarding the Respondents' regulatory compliance, the Applicants state:

24.1 Throughout their occupation the Respondents did not arrange or seek access for a gas safety inspection, nor do they recall the boiler being serviced, and they were not given a gas safety certificate.

24.2 They failed to ensure an Electrical Inspection Condition Report ("EICR") was carried out, and to provide a copy of this to the Applicants;

- 24.3 They did not provide the Applicants with an energy performance certificate nor a How to Rent guide.
- 24.4 It is also alleged that the Respondents failed to comply with the following fire safety requirements, including as contained in Haringey's document titled: STANDARDS FOR HOUSES IN MULTIPLE OCCUPATION (HMOs):
- (i) Paragraph 4.2 which requires kitchens and kitchen areas have a properly mounted fire blanket; and
 - (ii) Paragraph 4.3 which requires a multi-purpose fire extinguisher on each floor;
- 24.5 An automatic fire detection and alarm system that is appropriate when taking into account the guidance in the Housing-Fire Safety publication issued by Local Authorities Co-ordinators of Regulatory Services, known as LACORS.
- 24.6 The requirement to comply with LACORS, which was breached in the following respects:
- (i) Paragraph 38, case study D14 recommends an interlinked mains wired smoke alarm located on each floor; and
 - (ii) Paragraph 16.1 that in all HMOs there should always be a final exit fire door fitted with locks that can be opened from the inside without a key.
25. Regarding fire-safety, Ms McInnes-Dean stated that neither the internal doors nor the Property's entrance door were fire doors, the latter jammed on at least two occasions on 30th January 2022 and 12th November 2022. She did not believe the Property's entrance door was a fire door because she said it looked like a standard internal door. She also stated that it required a key to unlock from inside. There were two smoke alarms in the Property, one in the kitchen and another in the hallway. She also complains of mould and peeling paint
26. Ms Donovan also stated there were two smoke alarms downstairs, she was initially unsure whether there was a smoke alarm upstairs, then recalled an occasion when she left her room, came downstairs, and only heard the alarm sounding when she came downstairs. She therefore stated there was no smoke alarm upstairs.
27. The Applicants' written submissions deal with the seriousness of the alleged offence as follows:

For this reason, the Tribunal must also consider how serious this particular offence of managing or being in control of an unlicensed HMO is when

compared to other examples of the same offence. It is submitted the following factors are relevant when assessing the seriousness of the offence which gives rise to the instant application:

- a. The Respondent's lack of processes to keep abreast of their legal obligations (Aytan v Moore [2022] UKUT 27 (LC) at [52]).*
- b. The length of the offence (Aytan v Moore [2022] UKUT 27 (LC) at [52]).*
- c. Fire safety breaches (Statement of Case & Witness Statements), (Exhibit O, P), (Acheampong v Roman at [31]), (Aytan v Moore at [64]).*
- d. The Respondent's breach of The Management of Houses in Multiple Occupation (England) Regulations 2006 (Exhibit H), (Statement of Case & Witness Statements).*
- e. Breached section 234(3) of the Housing Act 2004.*
- f. Breach of Local authority HMO standards (Statement of Case, Exhibit O).*
- g. The purpose of an RRO is 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 (Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities – Exhibit M). These policy objectives justify a substantial portion of the rent being awarded (Williams v Parmar [2021] UKUT 244 (LC) at [51]).*
- h. The Respondent's knowledge that the subject property required a licence (Exhibit OD1), (Hancher v David [2022] UKUT 277 (LC) at [19]).*

28. The Respondents appointed a letting agent, Wightmans, to find tenants, reference prospective tenants, and draft tenancy agreements. The Respondents' defence states: *"They also inspected the property to ensure compliance with all current housing regulations."*
29. Mindful that the Respondents, particularly Ms Sadiku, managed the letting, the Tribunal asked Ms Sadiku during the hearing what were Wightmans responsibilities. She stated it was not a formal arrangement with Wightmans. She explained that she met Mr Conti (of Wightmans) she liked him, so instructed him to find tenants.
30. Their defence continues:

From the start of the tenancy with the Applicants, we have acted in good faith and made every effort to ensure that the tenants were comfortable. The apartment is spacious, well-maintained, and includes outdoor space and an open-plan living area (see attached photographs). We have consistently kept all required safety certificates up to date, including Gas Safety, Electrical Installation Condition Report (EICR), and Fire Safety checks, and have promptly arranged any necessary repairs using qualified professionals (Documents 4 and Gas certificates for previous years).

31. The defence further states:

The property has been consistently maintained in excellent condition, with regular inspections conducted and any necessary repairs promptly addressed. In our view, the applicants' actions seem to be an attempt to

exploit a technical oversight for personal gain, rather than stemming from any genuine harm.

The property is mortgaged, and approximately 70% of the monthly rent is used to cover mortgage repayments (interest only) and maintenance costs. Our current mortgage repayment is £3,843.67 per month (Document 3), with an estimated annual maintenance cost of approximately £5,000 plus agent and other fees.

In our continued commitment to compliance, we have now applied for and obtained the Selective Licensing of Other Residential Accommodation from Haringey Council (Document 5). We would like to take this opportunity to reaffirm that the failure to apply for the required license was not intentional. Rather, it resulted from our lack of awareness of the relevant local requirements, compounded by the incorrect advice we received from the property consultants we had trusted.

Finally, we wish to emphasize that we are private individuals, not corporate landlords. We purchased this property as a long-term investment to support our retirement, as we do not have any private pensions. We both work full time, fulfil our civil obligations, and live within our means. Given that most of our rental income is absorbed by financing and maintenance expenses, we are representing ourselves in this matter, as we are unable to afford legal representation.

32. The Respondents' position regarding the Applicants' complaints regarding the condition of the Property is as follows:

- 32.1 It was noted Ms Thompstone wanted to stay at the Property after the last fixed term tenancy ended; she wanted to find two other co-sharers, but the Respondent was not happy with that arrangement. It was also put to Ms McInnes-Dean in cross examination that she had lived at the Property for a number of years, stated it was hard to find alternative accommodation. Essentially, the Respondent's position is that the Property was pleasant if Ms McInnes-Dean lived there for some time, and Ms Thompstone had hoped to continue living there.
- 32.2 The mould to the bathroom ceiling resulted from the Applicants' failure to ensure adequate ventilation.
- 32.3 Ms Sadiku disagrees that the Property has been affected by dampness since October 2021. She added that she arranged an inspection of the Property to investigate the dampness in around June 2023, and was informed the Applicants' use of the Property caused dampness, for instance, because there were a lot of plants, and in the hallway a number of coats which hindered ventilation.
- 32.4 Ms Sadiku stated they provided the Applicants with a dehumidifier, and confirmed during her oral evidence that the

bathroom extractor was controlled automatically, with a run over period.

- 32.5 Ms Sadiku complains that the Applicants failed to report in a timely manner that there was a leak where silicone in the upstairs bathroom required replacing. The leak caused damage, but when informed about this, she arranged repairs to remedy this.
- 32.6 As to the gas safety certificate, Ms Sadiku stated these were left on top of the boiler, and the Applicants were informed about this. At the hearing she provided copies of gas safety certificates dated 1st December 2022, 1st December 2023 and 29th November 2024. Although the Applicants say they were not asked to provide access for the inspections, we note the Respondents have provided copies of the gas safety certificates, and based on this we consider it is more likely than not that the annual inspections were carried out.
33. Ms Sadiku disputed Ms McInnes-Dean and Ms Donovan's evidence that there was no smoke alarm upstairs, she states there was a smoke alarm. She relied on an EICR dated 14th July 2025 showing there were 5 smoke alarms in the Property, but accepted in cross examination that that was based on an inspection in July 2025, and there isn't a similar report confirming the number of smoke alarms during the Applicants' occupancy. The EICR also states that there is evidence of recent alteration and addition to the installation, making it inappropriate to rely on this to reflect the installation during the period of the offence.
34. We consider it is more likely than not that there were no smoke alarms upstairs as the Applicants stated. Ms McInnes-Dean's evidence was unequivocal. Although Ms Donovan initially could not recall, she was then able to do so by providing a detailed example of when she recalled the smoke alarm sounding, but her only hearing this when she came downstairs. Thus, after reflecting on this, corroborating Ms McInnes-Dean's evidence.
35. The Respondents did not dispute the other alleged fire safety breaches. Accordingly, we are satisfied that the requirements at paragraphs 24.4 to 24.6(ii) were not complied with.
36. Ms Sadiku believed the Property met all necessary requirements because it passed building control inspections and she informed them she would be renting it out. However, she confirmed she did not inform the council during the refurbishment that it would be rented out as an HMO because initially it hadn't been rented to sharers. Nor did they dispute failure to provide the How to Rent guide, EPC certificate or an EICR to the Applicants, although their unchallenged evidence regarding the latter was that they had obtained an EICR as part of the refurbishment.
37. After Ms Sadiku's evidence, although Mr Eliot had no cross examination for Mr Granja, we invited him to add to Ms Sadiku's evidence if he wished to.

He stated they purchased the Property as an investment for their future, and tried to be responsible landlords. They employed certified professionals to carry out the works. He continued, there was no mould at the start of the tenancy, and they tried their best to carry out relevant repairs, which was not easy or cheap, and left little profit.

The Issues

38. In light of the above, the issues for the Tribunal to determine are as follows:

- 38.1 Whether the Respondents committed an offence under section 72(1) as a result of the following:
 - (i) being in control of or managing the Property;
 - (ii) the Property being an HMO;
 - (iii) Whether a licence was required for the Property; and
 - (iv) If so, whether there was a licence for the Property.
- 38.2 If the elements of the offence at paragraphs 38.1(i) to 38.1(iv) above are met in respect of any of the Respondents during the period in which the offence was committed, did that Respondent(s) have a defence to the commission of the offence under section 72(4) and/or 72(5)?
- 38.3 If an offence has been committed, the whole of the rent paid during the period of the offence.
- 38.4 Whether the Respondents had been responsible for the cost of any utilities at the Property.
- 38.5 The severity of the offence.
- 38.6 Any relevant conduct of the Respondents, their financial circumstances, whether they have any previous convictions of a relevant offence, and the conduct of the Applicants to which the Tribunal should have regard in exercising its discretion as to the amount of the rent repayment order.

The Tribunal's Decision and Reasons

- 39. The Tribunal reached its decision after considering the parties' written and oral evidence, including documents referred to in that evidence, and taking into account its assessment of the evidence and documentation provided by the parties.
- 40. As appropriate, and where relevant to the Tribunal's decision the evidence is referred to in the reasons for the Tribunal's decision.
- 41. This determination does not refer to every matter raised by the parties, or every document the Tribunal reviewed or took into account in reaching its decision. However, this doesn't imply that any points raised or documents not specifically mentioned were disregarded. If a point or document was

referred to in the evidence or submissions that was relevant to a specific issue, it was considered by the Tribunal.

42. The relevant legal provisions are set out in the Appendix to this decision.

The offence under section 72(1) Housing Act 2004

43. The Tribunal is satisfied that in respect of the First and Second Respondents, the Applicants have proved beyond reasonable doubt that all the elements of the offence under section 72(1) are proved, as set out at paragraphs 44 to 50 below.

Control of or Managing the Property

44. We find that both Respondents were persons having control of the Property as defined by section 263(1), which states a person manages premises where they receive the rack-rent either directly, or indirectly through an agent or through a trustee. As stated, the rent was paid to Ms Sadiku. She would have received the rent directly, but also as a trustee for Mr Granja, who accordingly received the rent indirectly.

45. We find Ms Sadiku was the person managing the Property as defined by section 263(3), which states a person manages premises where they are an owner or lessee of the premises, and they receive the rack-rent either directly, or indirectly through an agent. The Respondents are both the registered owners of the Property. The Applicants have provided documentary evidence showing that they paid the rent to Ms Sadiku.

Whether the Property is an HMO

46. The Property was converted into a split-level flat by the Respondents. During the period of the claim it was occupied by the Applicants, who were three separate households, and who all shared the kitchen. It is common ground that their occupation was the sole use of the Property, there was no issue between the parties regarding that occupation being as the Applicants' only or main residence, and, as stated, they paid rent to occupy the Property. Therefore, in our judgement, the Property was an HMO as defined by section 254(3).

Whether a Licence was required for the Property

47. Furthermore, we are satisfied beyond reasonable doubt that the Property meets the criteria of Haringey's Additional Licensing Scheme. Firstly, because the Respondents do not challenge this. Secondly, the Property meets Haringey's criteria for an Additional Licence (see paragraph 15 above) because it meets the definition of an HMO at section 254(3).

Whether there was a licence for the Property.

48. It is common ground that during the period of the claim, the Property was unlicensed.

Reasonable Excuse

49. Based on Ms Sadiku's oral evidence we find on the balance of probabilities, the Respondents do not have a reasonable excuse defence. Wightmans only arranged lettings for the Respondent. It was an informal arrangement with Wightmans, and there was no agreement that Wightmans would inform the Respondents of licensing requirements. We also do not consider it was the responsibility of Haringey's Planning or Building Control departments to inform the Respondents of licensing requirements. It is the responsibility of landlords to ensure that they are aware of, and comply with, any relevant legal and regulatory requirements. Therefore, a landlord cannot rely on the failure to do so as a reasonable excuse.

50. In the circumstances, having found that an offence has been committed under section 72(1), having found that there is no reasonable excuse, we also find it is appropriate to exercise our discretion by making a rent repayment order against the Respondents, there being no exceptional circumstances that would justify refusing to make the order.

Amount of the Rent Repayment Order

Relevant factors

51. In its decision in *Acheampong v Roman and others* [2022] UKUT 239 (LC), the Upper Tribunal recommended a four-stage approach to determine the amount of the rent repayment order, that approach is summarised as follows:

- 51.1 Ascertain the whole of the rent for the relevant period;
- 51.2 Subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;
- 51.3 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
- 51.4 Consider whether any deduction from, or addition to, that figure should be made pursuant to section 44(4) of the 2016 Act in the light of the parties' conduct, the landlord's financial circumstances and whether the landlord has previously been convicted of an offence to which Chapter 4 of the 2016 Act applies.

52. We have adopted the approach recommended in *Acheampong v Roman and others*.

The amount of the award

53. The Applicants are seeking repayment of the total amount of the rent they paid during the period in which the offence was committed, namely from 26th May 2023 to 25th May 2024. The Respondents' primary position was that no award should be made, although in the alternative Ms Sadiku argued an order should not exceed 20% of the rent paid.

54. In fixing the appropriate sum the Tribunal had regard to *Acheampong v Roman and others* and the decision in *Hallett v Parker [2022] UKUT 165 (LC)*. We have adopted the approach recommended in *Acheampong v Roman and others*, as set out below. We have also taken into account that proper enforcement of licensing requirements against all landlords, good and bad, is necessary to ensure the general effectiveness of the licensing system and to deter evasion.

55. Therefore, in accordance with sections 44(2) and 44(3), an RRO may only be made where it relates to rent paid during the period of the offence, in respect of the period during which the offence was committed. As stated, we calculate the whole of the rent paid during the period of the offence is £26,318.70.

56. Regarding the seriousness of the offence in this application, namely managing an HMO without a licence, we find this is at the lower end when compared to other offences for which a rent repayment order may be made.

57. As to the seriousness of the offence when compared to other cases involving the same offence, we consider this to be relatively serious. That is primarily because we find there to be multiple and significant fire safety deficiencies, as set out at paragraphs 24.4 to 24.6(ii) above. We consider this is compounded by the ongoing flickering lighting, and Mr Granja, who is not an electrician, trying to address this. We consider that using a hairdryer to dry moisture that has collected in a light fitting is dangerous, and failed to address the underlying problem. We note the flickering lighting abated temporarily after an electrician was called, however the problem reoccurred. This is further compounded by our finding that there was no smoke alarm on the first floor. Yet further, even if we accept the Respondents' evidence that the doors were fire doors, the Applicants' unchallenged evidence is that the front door required a key to unlock it from the inside.

58. We take into account that HMO licensing is intended to improve the safety, particularly the fire safety, of this type of accommodation. To operate an HMO with this number of fire safety deficiencies, we find is of serious concern.

59. The other regulatory breach relates to the gas safety certificates. Having accepted the Respondents' evidence that the annual gas safety inspection was carried, with the certificate being left on top of the boiler, that does not meet the requirement to give the tenant the gas safety record (see regulation 36(6)(a) of the Gas Safety (Installation and Use) Regulations 1998.

60. Aside from the mould affecting the downstairs bathroom ceiling, which we consider is likely to be due to inadequate use of the ventilation, we note there was dampness and mould elsewhere, which we consider would have had some, albeit modest, impact on the Applicants' enjoyment of the Property.

61. Our assessment regarding the seriousness of the offence is as follows:

61.1 We have had regard to paragraphs 47 to 56 of the Upper Tribunal's decision in *Newell v Abbott* [2024] UKUT 181 (LC) which provides guidance on this assessing the amount of a rent repayment order. Paragraph 47 of that decision includes the following:

It is an important part of this Tribunal's function to promote consistent decision making. It is relevant therefore to consider those cases involving licensing offences in which the level of rent repayment has been determined by the Tribunal. Each case is different and in each case the decision maker must exercise their own discretion, but the pattern of decisions in other cases is a necessary point of reference and a relevant factor to which regard should be had.

61.2 Newell v Abbott also provided some guidance on how to assess seriousness, stating (see paragraph 57):

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.

61.3 Additionally, the facts of Newell v Abbott are not identical to this case, but we consider it nonetheless provides some useful guidance because the breach was also inadvertent, aesthetically the Property broadly speaking provided a good standard of accommodation as in this case, and the Respondents are not commercial landlords because rental income is not their only or main source of income. Although unlicensed for some years, the Property was not unlicensed for as long as the property in Newell v Abbott.

- 61.4 We also been guided by the Upper Tribunal's decision in Choudhury v Razak where an RRO of 75% was made where the Property was in an unsatisfactory condition due to some damp and mould, the deposits were not protected, gas safety certificates had not been obtained and there were fire safety failings. This has some similarities to the current case in that there are fire safety deficiencies, and although a gas safety certificate was obtained, it was not given to the Applicants. In this case we note that these failings were relevant from 2021 to 2024.
- 61.5 We consider the severity in this case falls somewhere between Newell v Abbott and Choudhury v Razak, and in our judgment, an RRO of 65% is appropriate in this case.
62. The whole of the rent paid during this period was £26,318.70, this is confirmed by the Applicants' bank statements, the spreadsheet allowing for the correction made at the hearing, and the amount paid was not challenged by the Respondents.
63. No deduction is required for utilities because these were paid by the Applicants.
64. There was no evidence or argument to indicate any material misconduct on the part of the Applicants. Ms Sadiku argued the Property was not professionally cleaned when the Applicants vacated, the Applicants arguing their tenancy agreement required them to return the Property to the Respondents in the condition it had been at the start of the tenancy, and they say it was not professionally cleaned at the start. We find the Applicants position is supported by clause 4.6.1, so there is no express requirement for the Property to be professionally cleaned. Additionally, the Respondents have not provided an inventory confirming the Property was professionally cleaned at the start of the tenancy. Finally, the Applicants evidence that they cleaned the Property themselves was not challenged. In other words, it's not claimed that the Property was unclean when they vacated. Therefore we do not consider there has been misconduct by the Applicants, so no deduction is made on that ground.

Conclusion

65. Having regard to the total rent for the relevant period, the severity of the offence and the deductions that we considers should be made in light of factors to which we must have regard under section 44(4) of the 2016 Act, we make a rent repayment order against the Respondents in the total sum of £17,101.15, which represents 65% of the rent paid during the period of the offence.
66. The Tribunal would remind the parties that it does not have the power to order the payment of the rent repayment order. It can only determine the amount of the rent repayment order.

Name: Judge Tueje

Date: 18th 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.

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.

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.

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.

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.

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

Appendix of Relevant Legislation Housing Act 2004

72 Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63,and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) 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), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,

as the case may be.

- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.
- (8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—
 - (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
 - (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (9) The conditions are—
 - (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority’s decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (10) In subsection (9) “*relevant decision*” means a decision which is given on an appeal to the tribunal and confirms the authority’s decision (with or without variation).

Housing and Planning Act 2016

40 Introduction and key definitions

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

<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1 Criminal Law Act 1977	section 6(1)	violence for securing entry
2 Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3 Housing Act 2004	section 30(1)	failure to comply with improvement notice
4	section 32(1)	failure to comply with prohibition order etc
5	section 72(1)	control or management of unlicensed HMO
6	section 95(1)	control or management of unlicensed house
7 This Act	section 21	breach of banning order

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

41 Application for rent repayment order

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if –
- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

- (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

43 Making of a rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined 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 committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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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
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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
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- (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.