



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

**Case Reference** : **LON/00AP/HMB/2025/0015**

**Property** : **149 Empire Avenue, London, N18  
1AP**

**Applicants** : **Bilshan Kokoo Mensah  
Arthur Mensah  
Hezron Oppong Mensah  
Eliud Kokoo**

**Representative** : **Ieuan Sanders (Trainee Solicitor)**

**Respondent** : **Gul Rosie Sabag**

**Representative** : **David Head (Solicitor Advocate,  
Duncan Lewis)**

**Type of Application** : **Application for a Rent Repayment  
Order by Tenant – Sections 40, 41,  
43 & 44 of the Housing and  
Planning Act 2016**

**Tribunal Members** : **Judge Robert Latham  
Susan Coughlin MCIEH**

**Date and Venue of  
Hearing** : **11 March 2026 at  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **23 March 2026**

---

**DECISION**

---

## **Decision of the Tribunal**

1. The Tribunal makes Rent Repayment Orders against the Respondent in the sum £14,400. This sum is to be paid by 30 June 2026.
2. The Tribunal determines that the Respondent shall also pay the Applicants £341 by 30 June 2026 in respect of the tribunal fees which the Applicants have paid.

### **The Application**

1. On 27 June 2025, Mr Bilshan Kokoo Mensah, Mr Arthur Mensah, Mr Hezron Oppong Mensah, and Mr Eliud Kokoo ("the Applicants") issued this application under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for a rent repayment order ("RRO") against Ms Gul Rosie Sabag, their former landlord ("the Respondent"). Mr Arthur Mensah is the father and Bilshan, Eliud and Hezron are his sons.
2. The Applicants contend that the Respondent has committed the following offences:
  - (i) violence for securing entry contrary to section 6(1) of the Criminal Law Act 1977; and
  - (ii) eviction or harassment of occupiers contrary to section 1(2), (3) and 3A of the Protection from Eviction Act 1977.They must prove these offences to the criminal standard of proof, namely beyond reasonable doubt.
3. The application relates to the accommodation which they occupied at 149 Empire Avenue, N18 1 AP ("the Property") between 21 June 2024 and 24 June 2025. This was a four bedroom house. They seek a RRO of £28,800 which they had paid over the period of 12 months ending with the offence.
4. On 11 October 2025, the Tribunal issued Directions. The Directions warned the parties that any witnesses would be expected to attend the hearing. The parties have provided a combined bundle which extends to 288 pages to which reference will be made in this decision.
5. The parties have also provided five videos: (i) a 9-07 minute video taken by the Applicants of what occurred at 16.12 on 21 June 2025, the date of the alleged offences; (ii) Pre-Tenancy State of property (taken by Bilshan on 21 June 2024; 4-58 minutes); (iii) Post-Tenancy state of property (taken by Bilshan on 24 June 2025; (iv) the state of garden taken by the Respondent; (v) clearing of a rainwater gutter in May 2025.

## **The Hearing**

6. The Applicants were represented pro bono by Mr Ieuan Sanders, a trainee solicitor studying at the BPP. The Respondent was represented by Mr David Head, a Solicitor Advocate with Duncan Lewis, Solicitors. Mr Head had only been instructed a few days before the hearing.
7. Ms Sabag confirmed that her full name is Gul Rosie Sabag. The Tribunal amends the proceedings accordingly.
8. Both lawyers provided skeleton arguments and bundles of authorities. The Tribunal is grateful for their assistance in this difficult case.
9. Mr Sanders adduced evidence from all the Applicants:
  - (i) Bilshan is aged 25. He is an accountant with Berg Kaprow Lewis LLP.
  - (ii) Hezron is aged 21. He is an accountant technician with RSM UK Tax and Accounting.
  - (iii) Eliud Kokoo is aged 26. He is a self-employed electrician.
  - (iv) Mr Arthur Mensah, their father, is a machine operator with Precision Engineering Plastics Ltd. He is a softly spoken man who described how his sons did everything on his behalf.
10. We found the Applicants to be convincing witnesses. They were vulnerable in that they were new to the private rented housing market. Between 2016 and 2024, the three sons had been living with their mother in temporary accommodation secured by Haringey's Homeless Persons Unit. They secured the accommodation at Empire Avenue so that they could live with their father. Their mother decided to stay in the accommodation secured by Haringey.
11. Ms Sabag is a clinical governance and risk nurse who works at Kings College London. She supplements her income as a bank nurse at the Royal Free Hospital. On 3 December 2008, Ms Sabag had purchased the property at 149 Empire Avenue jointly with her husband, Elia George Sabag, shortly before they married in August 2009. They separated in October 2022 and are going through an acrimonious divorce. She is currently living with her parents at 98 Norfolk Avenue, N13, with her two children, aged 13 and 14. She stated that the property have now been repossessed by a mortgagee and are being sold. There should be an equity of some £100k in the property. We did not find her to be a satisfactory witness, and where there is a conflict of evidence, we prefer that of the Applicants.

12. Mr Head applied to submit evidence relating to Ms Sabag's financial means. We agreed to this. Mr Head provided a bundle of documents relating to the divorce. She currently has a debt management plan. She jointly owns a property at 48 Friern Barnet House which they had planned to be their matrimonial home. Mr Sabag now lives there. There is an equity of some £100k in this property. Mr Sabag is a buy-to-let landlord of properties at 118 Wolsey Grove and 16 Oldberry Road.
13. The Respondent served witness statements from her father, Mr Ahmet, and Mr Birajhja, a builder. The Respondent took an informed decision not to call these witnesses. The Tribunal indicated that we would have no regard to their evidence. However, Mr Sanders asked the Tribunal to have regard to the statement from Mr Ahmet. He sought to rely on the first sentence of the statement: "I attended 149 Empire Avenue on the 21/06/25 to oversee the new tenant moving in on behalf of my daughter."

## **The Law**

### **The Statutory Protection of Residential Tenants**

14. The standard residential tenancy is an assured shorthold tenancy ("AST") under the Housing Act 1988 ("the 1988 Act"). An AST can only be brought to an end by a landlord by the service of a Notice Seeking Possession in accordance with section 21 of the Act and by obtaining a court order if the tenant does not leave.
15. Section 6 of the Criminal Law Act 1977 creates the offence of Violence for securing entry:
  - (1) Subject to the following provisions of this section, any person who, without lawful authority, uses or threatens violence for the purpose of securing entry into any premises for himself or for any other person is guilty of an offence, provided that—
    - (a) there is someone present on those premises at the time who is opposed to the entry which the violence is intended to secure; and
    - (b) the person using or threatening the violence knows that that is the case.
  - (1A) ...
  - (2) ...
  - (4) It is immaterial for the purposes of this section—
    - (a) whether the violence in question is directed against the person or against property; and

(b) whether the entry which the violence is intended to secure is for the purpose of acquiring possession of the premises in question or for any other purpose.

(5) A person guilty of an offence under this section shall be liable on summary conviction to imprisonment for a term not exceeding six months or to a fine not exceeding level 5 on the standard scale or to both.

16. Section 1 of the Protection of Eviction Act 1977 provides:

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—

(a) to give up the occupation of the premises or any part thereof; or

(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

17. Section 3 of the Act provides:

(1) Where any premises have been let as a dwelling under a tenancy which is neither a statutorily protected tenancy nor an excluded tenancy and—

(a) the tenancy (in this section referred to as the former tenancy) has come to an end, but

(b) the occupier continues to reside in the premises or part of them,

it shall not be lawful for the owner to enforce against the occupier, otherwise than by proceedings in the court, his right to recover possession of the premises.

#### The Housing and Planning Act 2016

18. Part 2 of the Housing and Planning Act 2016 ("the 2016 Act") introduced a raft of new measures to deal with "rogue landlords and property agents in England". Section 44 provides that a RRO may be made in respect of the following offences, amongst others:

(i) violence for securing entry contrary to s.6(1) of the Criminal Law Act 1977;

(ii) eviction or harassment contrary to section 1(2), (3) or (3A) of the Protection from Eviction Act 1977.

19. Section 41 deals with applications for RROs. The material parts provide :

“(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.

20. Section 43 provides for the making of RROs (emphasis added):

“(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).”

21. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount “must relate to rent paid during the period mentioned” in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides:

“(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.

22. Section 44(4) provides:

“(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.”

23. In *Acheapong v Roman* [2022] UKUT 239 (LC); [2022] HLR 44, Judge Elizabeth Cooke gave guidance on the approach that should be adopted by Tribunals:

“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. 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).

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

24. These guidelines have recently been affirmed by the Deputy President in *Newell v Abbott* [2024] UKUT 181 (LC). He reviewed the RROs which have been assessed in a number of cases. The range is reflected by the decisions of *Simpson House 3 Ltd v Osserman* [2022] UKUT 164 (LC) and *Hallett v Parker* [2022] UKUT 165 (LC), in which the Deputy President distinguished between the professional "rogue" landlord, against whom a RRO should be made at the higher end of the scale (80%) and the landlord whose failure was to take sufficient steps to inform himself of the regulatory requirements (25%).

25. The Deputy President provided the following guidance (at [57]):

"This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health."

26. The Deputy President added (at [61]):

“When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two.”

### **The Background**

27. On 21 June 2024, the Applicants moved into occupation of the property at 149 Empire Avenue pursuant to a tenancy agreement dated, 18 June 2024 (p.23-41). The four Applicants are named as tenants. The Respondent is named as the landlord. The term was for a period of two years from 21 June 2024 to 20 June 2026 at a rent of £2,400 per month which was to be paid by standing order. The tenants were required to pay the council tax and for all the normal utilities. The tenants were required to pay a deposit of £2,769.20.
28. Clause 19.3 provided for a break clause. Either party had the right to terminate the agreement by giving the other party not less than two months' advance written notice. This notice may not expire before the end of the first twelve months of the tenancy.
29. Foxtons arranged the tenancy and managed the property on behalf of the Respondent. Prior to the grant of the tenancy, Foxtons arranged for Let Alliance to provide credit checks on the Applicants (at p.268-275). Eliud, Hezron and Mr Mensah had high application scores, there being no County Court Judgments ("CCJs") against them. Let Alliance was unable to check for CCJs against Bilshan as there was not a credit file for him at the address provided. However, Let Alliance confirmed his annual salary of £41k and assessed him as "acceptable".
30. The Applicants were unable to set up a standing order but paid their rent regularly. They were never more than six days late (see p.264-267).
31. In December 2024, Ms Sabag became concerned that Foxtons had granted a tenancy for a fixed term of two years. On 11 December 2024, she sent them the following text message (p.114):

"Good morning Leo. Can you explain why you have set the break clause for 149 Empire Avenue as one year when it was discussed and agreed by yourself that this was to be 6 months as you had been informed that the property was a part of the divorce proceedings and would be sold in the next 6-9 months".

32. On 2 January 2025, Mrs Sabag texted Eliud (p.58):

"Have Foxton been in touch"

33. On 18 January 2025, Ms Sabag sent a further text (p.58):

"I will be popping round on Monday evening to serve Notice. I will be giving you until end of February 25 to move out of 149 Empire Avenue. Will you be at the property on Monday evening?"

34. On Monday, 20 January 2025, Eliud responded to Ms Sabag:

"I spoke to Foxtons today, and they confirmed the contract is still valid. We do not accept the notice you have tried to give us. As the signed tenancy agreement states 'This Notice may not expire before the end of the first twelve months of the Tenancy'. If you have any issues please contact Foxtons directly."

35. Four minutes later at 19.00, Ms Sabag responded:

"Eliud you will leave me with no alternative but to legally evict you. I will now discuss this with my solicitor"

36. Eliud states that he had a conversation with Ms Sabag. She did not give him any written notice. She merely said: "I don't care a shit. I need my place back. You need to leave". Ms Sabag seems to have had no regard to the fact that she had granted the Applicants a two year tenancy at a substantial rent. Whilst she had the contractual right to exercise the break clause after 12 months, she did not offer the Applicants any explanation for her change of mind. Her attitude seems rather to have been that this was her property, and she could do what she liked with it.

37. The Tribunal does not consider that Ms Sabag's conduct at this stage was sufficient to constitute the offence of harassment. However, it does provide context to what happened thereafter.

38. On 18 March 2025, Ms Sabag sent the following text to Foxtons (p.117):

"Please accept this email as notice to end the tenancy agreement with the current tenants at 149 Empire Avenue, London, N18 in June 2025. I am sending his email early as I am exercising my right

to terminate the tenancy to reclaim my property by utilising the break clause of one year which will be Friday 20th June 2025".

39. On 19 March 2025, Foxtons sent the following email to each of the Applicants:

"We have been informed that the tenancy at the above address ends on 20/06/2025, so we wanted to get in touch to confirm the next steps. Please log onto My Foxtons which will guide you through the entire move out process".
40. Ms Sabag conceded that she had not instructed Foxtons to serve a Section 21 Notice which would have been required to lawfully determine the AST. Mr Sanders argued that this email from Foxtons was not effective to determine the contractual tenancy in accordance with the break clause. The Tribunal agrees. Foxtons seem to have been doing no more than write about the "move out process". Foxtons had assumed that Ms Sabag had given the appropriate notice. Had Foxtons been required to terminate the tenancy, they would not only have given notice to determine the contractual tenancy in accordance with the break clause, they would also have served a Section 21 Notice.
41. The legal position was clear. The Applicants knew that Ms Sabag wanted to terminate their tenancy on 20 June 2025. They were under no obligation to do so. Had Ms Sabag wanted to evict them, she would have required a court order, having first served a Section 21 Notice. Had Ms Sabag sought advice from Foxtons, they would have advised her of the legal position. The Tribunal suspects that Ms Sabag was not willing to incur the cost of instructing Foxtons to arrange for a lawful eviction.
42. The Applicants accepted that Ms Sabag wanted them to leave. In late May, they had identified alternative accommodation. On 17 June 2025, the Applicants paid Foxtons £450 for a professional clean to be carried out by Agent's Army.
43. By 20 June 2025, the Applicants had signed a tenancy agreement for the alternative accommodation. However, the landlord would not sign his side until credit checks had been completed. At this stage a CCJ had been disclosed against Mr Mensah. This related to a fixed penalty notice for a parking offence. As soon as Mr Mensah became aware of this, he paid the sum due. On 20 June, Bilshan telephoned Foxtons and stated that they would need more time. They would try and leave on the Saturday.
44. On Saturday, 21 June 2025, the Applicants had a removal van outside the property and were loading their belongings into it. Agent's Army arrived to carry out the professional clean, but were unable to carry out the clean until the Applicants had vacated the property.

45. Ms Sabag arranged for her father to oversee an exchange of tenants. The Applicants were to leave and a new tenant was to take up occupation of the property. Ms Sabag was at work, but was in regular contact with her father throughout the day. In his statement, Mr Ahmet states that he arrived at the property at around 13.15. According to the Applicants, Mr Ahmet arrived at the property at about 09.00. He called at the property on a number of occasions demanding to know why the Applicants had not left and demanding the keys to the property. He became increasingly impatient and aggressive.
46. The Applicant's new landlord was unwilling to allow the Applicants to move until credit checks had been completed which were to be carried out by Empire Homes. During the course of the morning, Empire Homes contacted Ms Sabag and requested a reference. She told the Tribunal that her response had been that the Applicants had failed to set up a standing order and that their payments had been ad hoc. A more accurate response would have been that whilst they had not always paid on the 21st of each month, they had never been later than six days. Mrs Sabag must have known that her response would not endear the Applicants to their new landlord. Despite the fact that she was insisting that the Applicants must move that day, she sought to thwart this. Her conduct was vindictive.
47. During the course of the morning, Ms Sabag sent a number of texts to Bilshan (p.60):
- 10.20: "As per Leyla's conversation with you yesterday and agreed that you would be out by 09.00am have you now removed all of your belongings from the property as it is now approaching 10.30am and the cleanings are returning to carry out a clean of a completely empty property. This would be their second visit today"
- 13.14: "Have you packed and left the property?"
48. Whilst the Applicants had indicated that they had planned to leave that day, we are satisfied that they had not specified any particular time. They had agreed to leave, only because Ms Sabag was pressurising them to do so. By no later than 13.00, Ms Sabag knew that they were unable to leave because their new landlord was not satisfied with the credit check.
49. At 13.22, Ms Sabag sent the following text:
- "Just not make you aware you have misused my reference to secure your current residence. I am also aware that you have a CCJ in your name therefore I will make attempts to notify your prospective employers, the Law Society and the Financial Regulatory Authority if you do not leave my property by 2pm"
50. The Applicants rely on this text as an incident of harassment. We are satisfied that this threat to report Bilshan and/or Hezron to their

employers and professional bodies caused them considerable anxiety. Ms Sabag was accusing them of dishonesty. Both Bilshan and Hezron were starting out on their professional careers. Ms Sabag was alleging that they had lied about their financial status in order to secure the tenancy. In particular, they had failed to disclose that there was a CCJ against them. There is no truth to this allegation. We are satisfied that there has not been any CCJ against either Bilshan or Hezron. There was a CCJ against Mr Mensah in respect of an unpaid parking fine. Mr Mensah had been unaware of this and settled the debt as soon as he did. On 13 June 2024 (p.272), LetAlliance had carried out a credit check and had confirmed that there was no CCJ against Mr Mensah. It is apparent that the CCJ had been obtained after this date.

51. The Tribunal is satisfied that Ms Sabag made this threat in order to pressurise the Applicants to leave that day. Having spoken to Empire Homes, she knew that there was no alternative accommodation to which they could go. Indeed, she had gone out of her way to make it more difficult for them to move. We are further satisfied that Ms Sabag knew, or ought to have known, that she had no right to evict the Applicants without a court order. She had been in regular contact with Foxtons who would have advised her on her legal rights had she sought to act within the law. Her conduct was vindictive. We are further satisfied that Ms Sabag was in regular contact with her father that day and they were both aware of the situation.
  
52. The events of what occurred at 16.12, when Mr Ahmet returned to the property, are recorded in the 9-07 minute video. As events developed, the Applicants had sought advice on their legal rights. The video records Mr Ahmet standing at the front door, trying to push his way into the property. Hezron has his foot against the door trying to prevent this. The removal van is outside the property. Hezron states: "we are trying to leave". Mr Ahmet replies: "the new tenant is here". He added that that he had been coming back and forth all day. The tenants informed Mr Ahmet that he required a possession order if he wanted them to leave. Mr Ahmet responded: "This is our property. You must come out now". He became increasingly agitated and shouted: "This is my house". Hezron responds: "We are going to leave on Monday". Mr Ahmet replies: "No, you are leaving today". Mr Ahmet tried to push his way in. When he is told that he can't come in, Mr Ahmet responds: "I will come in with 10 fucking people". He repeated this. Bilshan told Mr Ahmet that he was calling the police. Mr Ahmet responds: "I am not scared of the police". As Bilshan is speaking to the police, Mr Ahmet shouts: "I am not forcing my way in. This is my house". On a number of occasions, he tried to push his way in, saying "I want my house; you come out now". Hezron was concerned that his foot might be injured. Mr Ahmet added that he had not met the new tenants. He continues: "You are going to get out now". As they wait for the police, Mr Ahmet says "Look at the state of the house. How can you possibly live like this". The police subsequently attended and gave advice to the parties.

53. In her witness statement, Ms Sabag stated that during the incident of 21 June 2025, Mr Arthur Mensah had become verbally aggressive and had lunged at her father with his fists up. He had to be pulled back by his two sons. Mr Head did not put this allegation to Mr Mensah in cross-examination. In response to questions put to Mr Mensah by Ms Coughlin, he denied that this had occurred. This was also confirmed by Eluid during his evidence. We have viewed the video. Mr Mensah gave evidence. He is a softly spoken man who stated how his sons did everything on his behalf. We are satisfied that this did not occur and that Ms Sabag knew that this did not occur. It is a further example of the vindictive attitude that she has adopted towards the Applicants.
54. After this incident, Ms Sabag sent two further texts to Bilshan (p.60):
- 16.50: "Your deposit was 3200. Your deposit as of today is now 2600 and for every day you exceed your stay out of contract you will be charged for rent, cancellation fees, rental payments by prospective tenant and my legal costs so know that you most likely have no deposit left by Tuesday 24th June, at which point you will run into deficit and owe me additional money which will be recouped through legal means – Rosie"
- 17.18: "It has also been brought to my attention that the property smelt of cannabis. Which again will be reported. You supposedly know the law. Rosie."
55. Mr Sanders relied on these text messages as further acts of harassment, namely threats made with the intention that the tenants would vacate that day, even though there was no alternative accommodation to which they could go. As a result of the Respondent's conduct that day, the tenants felt intimidated and unsafe.
56. The Tribunal is satisfied that these were vindictive threats. The Applicants were only leaving because Ms Sabag had insisted that they should do so. The approach of Ms Sabag and her father was that they could do what they liked with "their" property. Both acted in cynical disregard of the rights of the tenants, whom we are satisfied were vulnerable.
57. Ms Sabag gave evidence that when Mr Birahja, a builder, had attended the property in May to clear the rear gutter, he had smelt cannabis. The Applicants denied that they used cannabis. We accept their evidence. Ms Sabag first raised this issue on 21 June. We are satisfied that she only made this false allegation at this late stage to apply further pressure on the Applicants to leave that day.
58. Despite these threats, the Applicants did not leave. Indeed, they had little choice as they had no alternative accommodation to which to go. Over the weekend, they were able to secure alternative accommodation at 36 Brantwood Road, N17 and moved there on Monday 23 June. Agent's Army

attended on 24 June to carry out the professional clean. Hezron took a video of the state of the property before handing over the keys at 16.00 on the Tuesday.

59. On the Monday, 23 June 2025 (p.282), Ms Sabag sought advice from Foxtons. Foxtons had spoken to the tenants who informed them they were collecting the keys for their new home at Brantwood Road and were planning to move that day. Should they fail to leave, the landlord would need to serve a Section 21 Notice.
60. Ms Sabag criticised the Applicants for not handing over the keys on the Monday. In the light of what had occurred on the Saturday, we are satisfied that the Applicants were well advised to wait until the property had been cleaned and they had been able to take video evidence of the state in which they had left the property. Agent's Army also took a number of photographs (at p.118-254). On 25 June, the Applicants issued their application for a RRO.
61. The Respondent challenged the right of the Applicants to be repaid their deposit. In due course, Mydeposits determined that the Respondent was only entitled to retain £315, namely rent for the four additional days that they had resided in the property (p.258). The Applicants had paid a deposit of £2,769.20.
62. The Respondent complained of the state in which the Applicants had left the property. The Tribunal has viewed the videos which Bilshan took on 21 June 2024 and 24 June 2025. These record that the property was in a better state at the end of the tenancy than before the tenancy was granted. The carpets were cleaner. We note that the carpets on the staircase and landing were in a poor condition at the commencement of the tenancy. We accept the evidence of the Applicants that there were no smoke detectors in the kitchen and hallway. The Respondent complained of the state of the garden. We note that the rear gutter had not been cleared for a considerable time leading to a large accumulation of plant growth by May 2025. This was the responsibility of the landlord. However, these are not significant matters affecting our assessment of the RRO.

### **The Tribunal's Determination**

#### **Liability**

63. We are satisfied beyond reasonable doubt that the Respondent is guilty of the following offences which were committed on 21 June 2025:
  - (i) Violence for securing entry contrary to section 6(1) of the Criminal Law Act 1977. Mr Ahmet used violence as he tried to enter the house. On two occasions, he threatened to return with 10 people to force them to leave.

(ii) Unlawful eviction contrary to section 1(2) of the Protection from Eviction Act 1977. Ms Sabag and her father attempted to unlawfully evict the tenants.

(iii) Harassment contrary to section 1(3) of the Protection from Eviction Act 1977. The threats made by Ms Sabag interfered with the Applicants' peace and comfort of the property. Ms Sabag made these threats with the express intention of causing the tenants to leave on the Saturday. She was not willing to allow them to stay until they could secure alternative accommodation.

64. Mr Head, relying on the Court of Appeal decision in *R v Q [2011] EWCA Crim 1584*, reminded us that we are not dealing with a claim in tort where the principles of vicarious liability and/or the liability of a principal for the actions of an agent would be relevant. We must be satisfied that this was a joint enterprise between Ms Sabag and her father.
65. The Tribunal is satisfied beyond reasonable doubt that this was a joint enterprise. Ms Sabag had arranged for her father to attend the property to ensure that the Applicants should vacate the property on the Saturday so that a new tenant could take up occupation. She was aware of the problem that the Applicants faced in obtaining the keys for their alternative accommodation. We are satisfied that Ms Sabag knew, or ought to have known, that she required a court order before she could lawfully evict the Applicants. We are satisfied that the approach of both Ms Sabag and her father was that the property was theirs and they were entitled to repossess it at a time of their choosing.
66. Ms Sabag did not provide any adequate explanation why she had not waited for the Applicants to vacate the property and arrange a professional clean before arranging for a new tenant to take up occupation. She stated that she had granted a tenancy to Mr Wayne Cox, a family friend who had agreed to pay £2,600 a month. However, he had not signed a tenancy agreement nor paid a deposit. There is an invoice from Vantastic Removal, dated 23 June 2025, addressed to Mr Cox in Canterbury (p.263). In the event, he never moved into the property. Ms Sabag stated that the property remained empty between 24 June 2025, when the Applicants surrendered the keys, and September 2025 when it was repossessed by a mortgagee.
67. Neither did Ms Sabag give any satisfactory explanation as to why she wanted to terminate the Applicants' two year AST after one year. They were paying a significant rent. Mr Hand stated that there was a fixed rate mortgage which had been renewed in April 2025 when the repayments increased from £1,700 to £2700. It may be that Ms Sabag wanted not only to let out the property at a higher rent but also take it out of the hands of Foxtons who were charging a commission of £316.80 per month. Alternatively, it may be that Ms Sabag wanted to sell the property, before it

was repossessed by the mortgagee. It is not necessary for the Tribunal to speculate further on her motives.

68. The critical factor for this Tribunal is the events that occurred on 21 June 2025. We are satisfied that Ms Sabag had had two choices. To instruct Foxtons to take the necessary steps to lawfully evict the tenants, or to take the law into her own hands. She chose the latter. She considered that the property was hers to treat as she wanted. She was encouraged in this view by her father. Both acted in cynical disregard for the right of the tenants.

#### The Assessment of the RROs

69. The Applicants seek a RRO in the sum of £28,800 namely 100% of the rent which they paid up to 21 June 2025. All the Applicants contributed to the rent. None were in receipt of housing benefit.

70. We are then required to consider the seriousness of the offence. The Upper Tribunal considers licencing offences to be less serious than other offences for which RROs can be imposed. The offences of using violence for securing entry, eviction and harassment are at the highest end of the scale.

71. We are finally required to have regard to the following:

(i) The conduct of the landlord. We are satisfied that the Respondent acted vindictively towards her tenants.

(ii) The conduct of the tenant. We are satisfied that there are no adverse factors which we should take into account.

(iii) The financial circumstances of the landlord. Whilst she is currently facing financial difficulties, she and her husband have significant interests in a number of properties. These will be liquidated when the divorce settlement is reached. The Tribunal is therefore giving the Respondent three months to pay the RRO.

(iv) Whether the landlord has at any time been convicted of an offence to which this Chapter applies. There is no evidence of any relevant conviction.

72. Taking all these factors into account, we make a RRO in the sum of £14,400, namely 50% of the rent that they have paid. We put this case in the most serious category. However, all these incidents occurred on one day, albeit a day which was extremely unpleasant for these vulnerable tenants. They faced homelessness. Unjustified threats were made to make unjustified complaints to their employers and/or professional bodies. Bilshan and Hezron were particularly concerned about the impact that this might have on their careers. Any criminal charges or police involvement could have had severe consequences for them. They felt intimidated and

unsafe. The weekend of 21/22 June 2025 was extremely stressful for them. Any tenant is entitled to quiet enjoyment of their home.

73. The Tribunal also determines that the Respondent shall reimburse to the Applicants the tribunal fees of £341 which they have paid. This shall also be paid by 30 June 2026.

**Judge Robert Latham**  
**23 March 2026**

Reissued on 24 March 2026, correcting Mr Sanders' title as "trainee solicitor"

### **RIGHTS OF APPEAL**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).