FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**MAN/00DA/HMC/2024/0002**
Property	:	**26, Vinery Place, Richmond Hill, Leeds LS9 9IZ**
Applicant	:	**Paul Galbraith**
Respondents	:	**Casita Group Limited** **Casita Investments Limited**
Representative	:	**Ryan Collins, Property Manager**
Type of Application	:	**Housing and Planning Act 2016 – Section 41(1)**
Tribunal Members	:	**Tribunal Judge C Wood** **Tribunal Member J Gallagher MRICS**
Date of Decision	:	**10 March 2026**

DECISION

Decision

1. The Tribunal determines that:

(1) it is not satisfied beyond reasonable doubt that an offence has been committed under section 1(2) (3) or (3A) of the Protection from Eviction Act 1977 or under section 30(1) of the Housing Act 2004; and,

(2) no rent repayment order under section 43(1) of the Housing and Planning Act 2016 is made.

Background

2. By an application dated 28 January 2024, ("the Application"), the Applicant applied to the Tribunal for a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016, ("the 2016 Act").
3. The Application was amended following a VCMC held on 25 June 2025 to include Casita Investments Limited, ("CIL"), as a Respondent.
4. Pursuant to directions both parties submitted written evidence to each other and to the Tribunal in advance of the hearing.
5. A video hearing was scheduled to take place on 10 March 2023 @ 10:00 at which both parties attended/were represented.

The Law

6. The relevant provisions of the 2016 Act are as follows –

Section 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.

The relevant offences in this matter are:

	Act	section	General description of offence
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

Section 41 provides –

(1) A tenant…may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

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

Section 43 provides -

(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); …

Section 44 provides-

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

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

an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount, the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

7. The relevant sections of Section 1 of the Protection from Eviction Act 1977, ("the 1977 Act"), provide as follows:
Section 1(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.
Section 1(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.

Section 1(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…if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

8. The relevant sections of Section 30 of the Housing Act 2004, ("the 2004 Act"), provide as follows:

Section 30(1): Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

Section 30(4): In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for failing to comply with the notice.

The Hearing

9. The following attended the hearing:

Applicant: Paul Galbraith

Respondents: Ryan Collins, Property Manager, Casita Group Limited, ("CGL")/CIL

Benjamin Lawton, director of CGL/CIL

10. The Applicant's Case

10.1 Lengthy oral submissions were made by the Applicant. These submissions are summarised as follows:

(1) Background

The Applicant dates the breakdown in the relationship between himself and the Respondents from the incident in January 2023 when he says he suffered serious physical and psychological injury as the result of a slate falling from the

roof and hitting him. The Applicant believes that the Respondents failed to respond appropriately to him finally resulting in the Respondents' directors blocking him on WhatsApp. Effective communication was made very difficult as a result. This was not improved following the appointment of Martin & Co as agent for the Respondents in March 2023.

10.2 The Offences

(1) The 1977 Act

(a) There are a series of incidents detailed in the Applicant's written submissions which he claims constitute attempts to deprive the Applicant of occupation of the Property and/or to interfere with the Applicant's "peace and comfort" which were intended to cause him to give up occupation of the Property or refrain from exercising any right or remedy in respect of the Property.

(b) These include repeated unannounced visits to the Property by contractors instructed by the Respondents and/or Martin & Co despite repeated requests by the Applicant that all visits should be made on not less than 24 hours' written notice, unacceptable conduct of contractors when at the Property including relating stories of violence in the Applicant's presence, the instruction by the Respondents and/or Martin & Co of contractors who the Applicant had told them were to be regarded as "prohibited individuals" and an attempt by the Respondents on 30 September 2024 to change the locks at the Property.

(c) The Applicant acknowledges that some of the unannounced visits include visits to do external roofing works and the posting of a business card through the Applicant's letter box. On one occasion, the Applicant said that the contractor's equipment blocked his parking space outside the Property and also presented a health and safety risk due to its proximity to his front door.

(d) The Applicant has made repeated referrals to the local authority and to the police as a result of these acts.

(e) The Applicant says that his mental health has been significantly impacted by this conduct which has also impacted his work and social life. He has provided medical evidence relating to his mental health.

(2) The 2004 Act

(a) The Applicant refers to the issue of the improvement notice dated 25 October 2023 issued by Leeds City Council, ("the Council"), in CGL's name, ("the

Improvement Notice"), which identified Category 1 and 2 hazards at the Property.

(b) The Applicant says that he informed the Council that, as a result of the change in ownership of the Property from CGL to CIL in July 2023, the Improvement Notice has been issued in the wrong name.

(c) The Applicant claims that between 25 November 2023, being the date required for the start of remedial works under the Improvement Notice, and the date he vacated the Property in August 2025, the following appointments were made/arranged for the purpose of undertaking the remedial works:

(i) 29 November 2023: attendance by Wayne Thomas: caused considerable distress to the Applicant who requested that a different contractor be appointed;

(ii) 15 January 2024: email received said that contractors would attend on 16 January 2024 but no-one turned up;

(iii) 22 January 2024: contractors turned up without notice.

(d) The Applicant noted that the visits arranged for/made on 16 and 22 January 2024 were after the date for completion of the remedial works in the Improvement Notice which was 8 January 2024.

(e) The Applicant stated that he did not agree with the basis upon which the Council had issued the Revocation Notice and, in any event, the Respondents were guilty of a breach of the Improvement Notice up and until its revocation.

10.3 <u>Quantum</u>

(1) The Applicant stated that he had restricted his claim to 10 months' rent although he had an entitlement to 12 months' rent.

(2) The Applicant believes that the change of ownership of the Property from CGL to CIL caused difficulties in communication, in identification of his landlord and in establishing who was responsible for carrying out the remedial works under the Improvement Notice.

(3) In determining the amount of the rent repayment order, the Tribunal should take into account all of the acts/conduct referred to in respect of the 1977 Act offences as landlord's conduct under section 44(4)(a) of the 2016 Act.

(4) The Applicant also referred to the financial circumstances of CGL which he said is currently subject to a strike-off notice.

11. Questions from the Tribunal

In response to questions from the Tribunal, the Applicant stated as follows:

(1) There were unannounced internal visits on 15 and 19 June and 3 and 23 August 2023. The visits on 2 June 2023 and in September/October 2023 were external only.

(2) The Applicant referred to s11(6) of the Landlord and Tenant Act 1985 and the decision in Street v Mountford [1985] UKHL 4 to establish his rights to require that all visits to the Property by the Respondents/the managing agents should be on 24 hours' written notice and to control entry to the Property.

(3) The Applicant confirmed that no formal action has been taken by the police against the Respondents, any of the directors, Martin & Co/its employees or any of the contractors as a result of his complaints although he did state that the police had spoken to Benjamin Lawton on 12 May 2023.

(4) The Applicant confirmed that, as far as he was aware, no-one had entered the Property using their own keys whilst he was away from the Property. He also confirmed that he had changed the locks at the Property in mid-2023 following a succession of visits from trade persons without notice and did not provide the Respondents with a key to the Property until he vacated in August 2025.

12. Questions from the Respondents

In response to the following questions by Ryan Collins, the Applicant stated as follows:

(1) Wayne Thompson confirmed that he had been instructed by the Respondents in a covert recording of him made by the Applicant.

(2) Martin & Co has denied responsibility for instructing contractors in an email. The Applicant was unable to identify this email in his evidence before the Tribunal at the hearing.

(3) With regard to the non-payment of rent from January 2024 – August 2025, the Applicant stated that the Respondents' failures to serve appropriate notices regarding the change of ownership/name of his landlord means that there are no "formal" arrears and/or that he is due a refund in respect of all rental payments made after 14 July 2023. The Applicant also believes that he is entitled to compensation for the storage costs for his possessions.

(4) The Applicant acknowledged that contractors had been instructed to attend the Property to deal with roofing and electrical issues and that he had not always

given access and/or restricted access to specific parts of the Property even where 24 hours' prior notice had been given. Where access had been refused, the Applicant stated that it was always "with cause" eg because of inappropriate conduct on the contractor's part.

(5) The Applicant confirmed that no contractor had behaved inappropriately/aggressively prior to their 1st attendance but rejected Mr Collins' assertion that they may have been made uncomfortable by being recorded as this was done covertly.

(6) The Applicant stated that he thought the reasons for their change in attitude on attendance may have related to him having made complaints to the Respondents who wanted him out of the Property, because he had made contractors aware of his high level of anxiety and/or because he believes that some had been "prepped" to act in a particular way.

(7) The Applicant believes that insufficient care had been taken of the need to consider the Applicant's welfare in arranging contractors' visits to the Property.

(8) The Applicant confirmed his disagreement with the Council's reasons for revocation of the Improvement Notice but emphasised that, in their reasons, it was made clear that there was a mutual breakdown of communications between the parties which meant that access could not be obtained for the purpose of carrying out the necessary works.

(9) The Applicant confirmed that, by changing the locks at the Property, he was in breach of the tenancy Agreement but that it was justified on the grounds of his welfare. Access was still possible on 24 hours' notice and he asserted that he would have been co-operative in the event of an emergency.

(10) With regard to the allegations of harassment by the Respondents, the Applicant confirmed that there had been no arrests or convictions nor any feedback from the police although he believed that Benjamin Lawton was spoken to following the "words of advice" in the police harassment protocol.

(11) The Applicant confirmed that he had no evidence of any direct threats from the Respondents/their directors but a change of locks would have been treated as a criminal matter by the police. The Applicant maintains that he responded quickly to the Respondents' email enquiring whether the Property had been vacated/abandoned sent prior to the attempted locks change. At the hearing

neither of the parties was able to identify in their evidence before the Tribunal this exchange of emails.

(12) The Applicant confirmed that he had been notified by Martin & Co of their formal complaints' procedure but was unaware of receiving any formal complaints reference numbers despite making numerous complaints by email.

(13) The Applicant denied that he made the Application solely as a way to remain in the Property as an application can be made after a tenant has left a property.

13. The Respondents' Case

Ryan Collins' oral submissions are summarised as follows:

(1) Offences

(a) CGL denies that it has committed any of the offences under the 1977 Act and/or under the 2004 Act.

(b) There is no evidence of any harassment of the Applicant by any person.

(c) There is no evidence of any intention on CGL's part to unlawfully evict the Applicant from the Property. Prior to the attempt to change the locks, they had attempted to communicate with the Applicant/tried to establish if the Property had been abandoned/was vacant. The Respondents have since taken lawful action to obtain possession of the Property at considerable cost and with significant arrears of rent still outstanding.

(d) The Applicant has repeatedly obstructed access to the Property to contractors instructed by CGL and/or Martin & Co to carry out eg electrical safety works and/or to carry out the remedial works required under the Improvement Notice.

(e) CGL's inability to carry out the remedial works under the Improvement Notice because of the refusal of access is recognised in the Council's reasons for the issue of the Revocation Notice.

(f) CGL claims that barriers to effective communication were erected by the Applicant's conduct to them, Martin & Co and contractors. As an illustration of what they refer to as the Applicant's offensive and aggressive conduct, reference was made to the Applicant's response to an email dated 11 August 2023 from Sue Wilson at Martin & Co.

(2) Quantum

(a) No rent repayment order should be made against the Respondents or either of them.

(b) If the Tribunal is minded to make a rent repayment order, then the following matters should be taken into account under s44(4) of the 2016 Act:

(i) The Applicant's conduct in failing to pay rent from December 2023 until his vacation of the Property (following possession proceedings) on 25 August 2025. Even if the Applicant was confused/concerned about the identity of his landlord following the sale from CGL to CIL (which is denied), the Applicant could/should have paid rent into an escrow account.

(ii) The Respondents' financial circumstances: the Respondents have incurred significant costs in these proceedings, administrative costs within the business and wasted costs because of the Applicant's refusal of access to contractors which total in the region of at least £34000. This has had a significant impact on the Respondents' business.

(c) Mr Collins confirmed to the Tribunal that this submission was not to be treated as an application for costs under Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

(3) Benjamin Lawton's submissions

Mr Lawton's oral submissions are summarised as follows:

(a) The appointment of Martin & Co, a reputable agent in the Leeds area managing numerous properties, is evidence of CGL's wish to ensure that all issues were dealt with properly following acknowledged difficulties in their relationship with the Applicant.

(b) During the period of their appointment, Martin & Co were solely responsible for the appointment of contractors.

(c) All claims of harassment against CGL, its directors and/or Martin & Co/its employees are denied.

(d) The Respondents have other properties in Leeds and have had no complaints regarding their contractors.

14. Questions from the Tribunal

In response to questions from the Tribunal, Mr Collins confirmed as follows:

(1) Martin & Co were instructed to act as managing agent for the Property on 18 May 2023 and ceased to act in December 2023.

(2) Contractors were instructed by CGL prior to their appointment and following their discharge.

(3) With regard to the statement in paragraph 1 of Jordan Cole's witness statement that CGL is "the Landlord (or managing Landlord entity) of 26, Vinery Place" Mr Collins stated as follows:

(a) Because of CIL's shareholding in CGL, on the sale of the freehold of the Property from CGL to CIL, management of the Property remained with/reverted to CGL.

(b) No new tenancy agreement was entered into following the sale.

(c) There is a management agreement between CGL and CIL in respect of the Property. No copy of this agreement had been produced in evidence by the Tribunal.

(4) The Tribunal also noted that Mr Collins and Mr Lawton appeared to be unaware that CIL had been added as a Respondent to the Applicant following the VCMC held on 25 June 2025 notwithstanding that they describe CGL and CIL as "Respondent" to the Application in their written evidence to the Tribunal.

15. Questions from the Applicant

In response to questions from the Applicant, Mr Collins stated as follows:

(1) He is not aware of any absence of communication with the Applicant between 15 January 2024 and July/August 2025.

(2) He repeated that an email had been sent to the Applicant regarding the proposed change of locks at the Property but acknowledged that he has been unable to locate it in their Bundle at the hearing.

(3) They did not consider that the corporate structure of the CGL Group was of any relevance to the Application but that the necessary s48 notice had been sent to the Applicant by Martin & Co following the transfer of the freehold from CGL to CIL.

(4) There is no requirement to provide a log of contractors' visits to the Property.

(5) Contact by email/letter or through Martin & Co, during their period of appointment, and, after their discharge, through the Respondents' solicitors was always available to the Applicant.

(6) The Applicant's refusal to engage with Martin & Co was the reason for the delay between January and June 2023 to effect the roof repairs.

(7) Wayne Thomas was appointed by Martin & Co. A balance has to be struck between the landlord's use of a particular contractor who a tenant says makes

them feel "uncomfortable" and the tenant not rejecting a contractor because they don't like them. Mr Collins believes that efforts were made to address the Applicant's concerns.

(8) Mr Collins rejected the Applicant's claim that only 1 contractor was instructed following the issue of the Improvement Notice. Numerous attempts were made to arrange for contractors to visit the Property but were thwarted by the Applicant's conduct.

16. Closing Submissions

(1) The Respondents

(a) The Applicant has failed to discharge the burden of proof ie beyond reasonable doubt in respect of any of the offences alleged under the 1977 Act and/or the 2004 Act. The requirements for the making of a rent repayment order have therefore not been met.

(b) There is no evidence of any conduct on its or any 3rd party's part which can be regarded as harassment and nor is there any evidence of any intention on any person's part to cause him to give up occupation of the Property by interfering with his peace or comfort/restricting access to services or rights/remedies in respect of the Property. Further, the reasons for the revocation of the Improvement Notice are clear that it was not as a result of a failure on the Respondents' part to try to undertake the remedial works.

(b) If the Tribunal disagrees with the Respondents on this, then there is relevant conduct on the Applicant's part which should be taken into account in determining the amount of any rent repayment order including the causes of the breakdown of relations between the parties which meant that access for works was not possible and the significant rent arrears accrued by the Applicant from December 2023 – August 2025.

(c) The impact on the Respondents' financial circumstances is set out in paragraph 13 (2)(b)(ii) of this Decision.

(2) The Applicant

(a) The Applicant's "peace or comfort" was disrupted by the frequency of unannounced visits by contractors whilst he felt pressured to move out because of the Respondents' failure to effect repairs in a timely way and/or at all.

(b) The Respondents' failure to notify him of the sale from CGL to CIL left the Applicant feeling confused about the identity of his landlord/to whom he should pay rent.

(c) The Respondents only arranged for 1 contractor to visit following the issue of the Improvement Notice. The Applicant disagrees with the Council's reasons for the revocation of the Improvement Notice.

(d) There has been a significant impact on the Applicant's mental health which has adversely affected his work and social life and has had a significant financial impact on him.

(e) The Applicant has limited his claim to 10 months' rent although he believes that he is entitled to claim for a period of 12 months.

Determination whether to make a rent repayment order

17. In determining whether to make a rent repayment order, the Tribunal must be satisfied, beyond reasonable doubt, that the Respondents or either of them has committed a relevant offence(s).

18. In the Application, the Applicant cited offences under s1(2) (3) and (3A) of the 1977 Act, and under s30(1) of the 2004 Act.

Sections 1(2), (3) and (3A) of the 1977 Act

19. The Tribunal finds as follows:

19.1 Section 1(3A)

There is no evidence that the Applicant was sharing accommodation with the landlord and/or a member of the landlord's family. Section 1(3A) of the 1977 Act is not relevant accordingly.

19.2 Section 1(2)

There is no evidence that the Respondent has unlawfully deprived, or attempted to unlawfully deprive the Applicant of his occupation of the Property. The Respondents' attempt to change the locks in September 2024 is outside the period to which the Application relates and is therefore of no relevance to the Tribunal's determination.

19.3 Section 1(3)

(1) The Tribunal is satisfied that events occurred during the relevant period which did interfere with the Applicant's "peace or comfort". The Tribunal accepts the

Applicant's evidence that the making of unannounced visits by contractors to the Property caused him anxiety.

(2) To the extent that s11(6) of the Landlord and Tenant Act 1985 may be varied by agreement between parties, the Tribunal refers to clause 16 of the Tenancy Agreement which permits access to the Landlord and its agents "at all reasonable times…for the purpose of inspections and repairs…"

(3) The Tribunal is satisfied that on occasions the Applicant's behaviour was the catalyst for what he perceived to have been unreasonable behaviour by 3rd parties. By way of example, the Tribunal refers to what appears to be a courteous email from Sue Wilson of Martin & Co dated 11 August 2023 informing the Applicant that he would be contacted by 2 named contractors to arrange directly with him dates/times for them to visit the Property in respect of electrical and roofing works. This appears to satisfy the Applicant's requests for prior notice of such appointments. The very lengthy email response from the Applicant is very hostile in tone and includes repeated instances of offensive language. However frustrated the Applicant may have been, the Tribunal is satisfied that conduct such as this played a significant part in the breakdown of relationships between the parties.

(4) The Tribunal is satisfied that on, at least some occasions, the contractors' behaviour was reactionary rather than purposeful.

(5) The Applicant has not provided any evidence to support his claims that any of the acts to which he has referred were indicative of an intention to cause him to give up occupation of the Property/refrain from exercising any right/remedy in respect of the Property. There is no evidence of collusion between the Respondents and Martin & Co. to this effect and his claim that contractors were "prepped" to behave in a certain way is diminished by the fact that contractors were instructed by each of them independently of the other and at different times.

Is the Tribunal satisfied beyond reasonable doubt that an offence under s1(3) of the 1977 Act has been committed?

20. For the reasons set out in paragraph 19.3 (1)-(5) above, the Tribunal is not satisfied beyond reasonable doubt that an offence was committed by any person during the relevant period under s1(3) of the 1977 Act.

Section 30(1) of the 2004 Act

21. With regard to the Improvement Notice, the Tribunal notes as follows:

(1) The date for commencement of the remedial works as required under the Improvement Notice is 25 November 2023.

(2) The relevant period for commission of an offence under the Application is from 29 January 2023 to 28 January 2024.

(3) It is accepted by the Applicant that a contractor visited the Property on 29 November 2023. The Tribunal accepts that further attempts were made by the Respondents to arrange visits in order to start the remedial works during the period from 30 November 2023 – 28 January 2024, including appointments on 15 and 22 January 2024.

(4) There may have been a failure of compliance with the Improvement Notice for the period from 9 – 28 January 2024.

(5) The Applicant acknowledges that no payment of rent was made by him in respect of this period.

Has the Respondent established a reasonable excuse defence under section 30(4)of the 2004 Act?

22. Although not articulated by the Respondents as such, the Tribunal treats the reference to the subsequent revocation of the Improvement Notice as raising a "reasonable excuse" defence. In particular, the Tribunal notes that the Council's reasons for its revocation do not attribute blame for the deterioration of the relationship between them to either of the parties to the exclusion of the other.

Is the Tribunal satisfied beyond reasonable doubt that an offence under s30(1) of the 2004 Act has been committed?

23. The Tribunal finds that it is not satisfied beyond reasonable doubt that an offence has been committed under s30(1) of the 2004 Act either because:

(1) there was no failure of compliance by CGL during the period from 9 – 28 January 2024 for the reasons set out in the Council's statement of reasons for revocation of the Improvement Notice; and/or

(2) the same reasons constitute a reasonable excuse defence to the offence under s30(1).

Decision to make a rent repayment order

24. As the Tribunal finds that it is not satisfied beyond reasonable doubt that any offences have been committed by the Respondents during the relevant period under s1(2)(3)(3A) of the 1977 Act or under s30(1) of the 2004 Act, it cannot make a rent repayment order under s43 of the 2016 Act and declines to do so.