



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

Case reference : **LON/00AP/HMG/2024/0603**

Property : **4A. Fairfax Mews, Harringay Ladder,
London. N8 0NN**

Applicant : **Juli Le Page-Pezet**

Representative : **Ieuan Saunders trainee solicitor from
BPP**

Respondent : **Chris Singellos**

Representative : **Not represented**

Type of application : **Application for a rent repayment order
by tenant**
Sections 40, 41, 43, & 44 of the Housing and
Planning Act 2016

Tribunal : **Judge S.J. Walker**
Tribunal Member Mrs. L. Crane MCIEH

Date of Hearing : **16 February 2026**

Date of Decision : **27 March 2026**

DECISION

- (1) The Tribunal makes a Rent Repayment Orders under section 43 of the Housing and Planning Act 2016 requiring the Respondent to pay the sum of £12,555 to the Applicant.**

- (2) The application for an order under rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the re-imbusement by the Respondent of the fees of £330 paid by the Applicant in bringing this application is granted. Payment is to be made within 28 days.**

Reasons

The Application

1. The Applicant seeks a rent repayment order pursuant to sections 43 and 44 of the Housing and Planning Act 2016 (“the Act”). They seek an order in respect of rent paid for the period from 20 January 2023 to 20 November 2023 in the sum of £15,550.
2. The application was received by the Tribunal on 2 September 2024 and is in time. It alleges that the Respondent has committed two offences. The first allegation is that the Respondent has committed an offence under section 95(1) of the Housing Act 2004 (“the 2004 Act”) – having control of or managing a house which is required to be licensed under Part 3 of the 2004 Act, but which is not so licensed.
3. The second allegation is that the Respondent has committed an offence contrary to section 1(2) of the Protection From Eviction Act 1977 in that he unlawfully evicted the Applicant.

Procedural Background

4. Directions were originally made in this case on 3 December 2024 and amended on 10 December 2024. The application was heard by a Tribunal on 11 March 2025 at which the Respondent did not attend and was not represented. The application was granted and a rent repayment order was made for the period claimed in the sum of £13,950.
5. However, on 22 September 2025, the Tribunal which heard the application set aside its determination on the grounds that the Respondent had not been properly notified of the hearing. Further directions were issued on the same date.
6. On 22 October 2025 the Applicant made an application to the Tribunal for permission to include medical evidence in her evidence bundle. On the same day the Applicant made an application for an order directing the Respondent not to delay and/or subvert the proceedings.
7. On 23 October 2025 the Respondent applied for an order striking out the application on the grounds that he had not been notified of the proceedings.
8. On 11 November 2025 all three of these applications were considered by Judge O’Brien who allowed the Applicant’s application to admit medical

evidence but refused the other two applications. Further amended directions were issued and the date by which the Respondent was to provide his hearing bundle was extended to 11 December 2025. On 26 November 2025 the directions were further amended and the date by which the Respondent was to provide his bundle was extended to 9 January 2026.

9. On 5 January 2026 the Respondent applied for the proceedings to be stayed and for a further extension of time in which to provide his evidence. This application was considered by Judge Donegan on 21 January 2026. The application for a stay was refused, but a further extension of time was granted until 28 January 2026.
10. Yet another application was made by the Respondent on 27 January 2026 for an extension of time to serve his bundle until 30 January 2026. This was not formally determined by the Tribunal, but he provided his bundle to the Tribunal and the Applicant on 29 January 2026.
11. Then, on 12 February 2026, the Applicant made an application for an order barring the Respondent from participating in the hearing on the grounds that he had not filed his bundle in time and that it was not compliant with the directions. The complaint with regard to the latter was that rather than providing a single paginated bundle in PDF format the Respondent had provided a number of separate documents which were not chronologically paginated or named.
12. This application was considered by the Tribunal as set out below.

The Hearing

13. The hearing was conducted face-to-face. The Applicant attended and was represented by Mr. Sanders a trainee solicitor from the BPP Law School. The Respondent attended but was not represented.
14. The Tribunal first considered the Applicant's application to bar the Respondent from participating in the hearing. This application was refused. In doing so the Tribunal took account of the following. The Respondent is not represented. The most recent deadline for providing his bundle of documents – a deadline set by the Tribunal and therefore one which must be considered to be reasonable – was 28 January 2026. The material on which he seeks to rely was served the following day.
15. The Applicant relied on the Tribunal's standard direction (in this case direction 11) which states that document bundles must be comprised in a single document in Adobe PDF format, with an index, numbered chronologically page by page and, so far as is possible, in chronological order.
16. The material provided by the Respondent consisted of an index together with 10 bundles of documents. From the index it is clear that the documents have been grouped by subject matter, eg correspondence re

licensing, evidence of outgoings etc. and each group has been given a letter. In two cases the bundles are split into two parts, presumably on grounds of size. In total there were 147 pages.

17. The Tribunal accepted that what was provided by the Respondent was not strictly in accordance with the precise terms of direction 11. That is not an unfamiliar occurrence in this Tribunal, especially where parties are not represented. However, there was an index and the arrangement of the material made logical sense. In the course of argument Mr. Sanders, on behalf of the Applicant, could point to no significant prejudice that was caused to the Applicant by having the Respondent's documents in the form in which they were provided.
18. The Tribunal had regard to the overriding objective set out in rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules"). These require the Tribunal to deal with cases fairly and justly. Doing this involves, among other things, "*avoiding unnecessary formality and seeking flexibility in the proceedings.*" (rule 3(2)(b)).
19. It is a very serious sanction to bar a person from participating further in responding to an application and certainly not one which is an appropriate response to what is, at most, a failure of form rather than substance.
20. Having refused the Applicant's application to bar the Respondent from participating in the hearing the Tribunal then turned its attention to the substance of the Applicant's application.
21. The Tribunal had before it a numbered bundle of documents prepared on behalf of the Applicant which comprised 173 numbered pages plus links to four video clips. References to page numbers in this bundle are prefaced by the letter A. It also had a three-page witness statement from the Applicant dated 16 November 2025, copies of medical records in relation to the Applicant, a skeleton argument, and a bundle of authorities provided on her behalf. The documents provided by the Respondent have been identified above. References to these have the prefix R followed by the letter identifying the relevant part of the Respondent's bundle.

The Legal Background

22. The Tribunal may make a rent repayment order when a landlord has committed one or more of a number of offences listed in section 40(3) of the Act. This list includes the two-offence alleged by the Applicant.
23. The first is an offence contrary to section 95(1) of the 2004 Act. Such an offence is committed if a person has control or management of a house which is required to be licensed under the selective licensing provisions of Part 3 of the Housing Act 2004, but which is not so licensed. Part 3 of the Housing Act 2004 allows local housing authorities to designate areas as being subject to selective licensing requirements.

24. An offence under section 95(1) can only be committed by a person who has control of or manages the property in question. The meaning of these terms is set out in section 263 of the 2004 Act as follows;
- “(1) *In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.*
- (2) *In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.*
- (3) *In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises–*
- (a) *receives (whether directly or through an agent or trustee) rents or other payments from–*
- (i) *in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and*
- (ii) *in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or*
- (b) *would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;*
and includes, where those rents or other payments are received through another person as agent or trustee, that other person.
25. It is a defence to a charge of an offence under section 95(1) of the 2004 Act that a person had a reasonable excuse for committing it (section 95(4)). Any such defence must be established by the defendant on the balance of probabilities
26. The second alleged offence is one of unlawful eviction contrary to section 1(2) of the Protection From Eviction Act 1977. This provides as follows;
“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”
27. It is important to note that this section provides an express statutory defence.

28. An order may only be made under section 43 of the Act if the Tribunal is satisfied beyond reasonable doubt that an offence has been committed.
29. By virtue of the decision of the Supreme Court in the case of Rakusen -v- Jepsen and others [2023] UKSC 9 an order may only be made against the immediate landlord of a tenant.
30. By section 44(2) of the Act the amount ordered to be paid under a rent repayment order must relate to rent paid in a period during which the landlord was committing the offence, subject to a maximum of 12 months. By section 44(3) the amount that a landlord may be required to repay must not exceed the total rent paid in respect of that period.
31. Section 44(4) of the Act requires the Tribunal to have regard to the conduct of the landlord and tenant, the financial circumstances of the landlord and whether or not the landlord has been convicted of a relevant offence when determining the amount to be paid under a rent repayment order.

Has an Offence Been Committed Contrary to Section 95(1) of the 2004 Act?

32. There was little or no dispute about this aspect of the case. At the beginning of the hearing Mr. Singellos accepted the following;
 - (a) the Applicant was a tenant of the property during the period in question;
 - (b) the Applicant paid rent for her occupation of the property on the dates and in the amounts set out in her schedule at page A87;
 - (c) although rent was paid to a company known as Sandgilt, it was then paid on to the Respondent;
 - (d) the property needed to have a selective licence but did not; and
 - (e) no completed application for a licence had been made before the end of the period in question.
33. The tenancy agreement is at pages A28 – 45. It states that the tenancy was for a term of 12 months from 21 January 2023 onwards (page A30). In her oral evidence the Applicant accepted that the tenancy was dated that date and that she did not move into the property before that date and nor did she place any of her belongings there before that time.
34. There is no doubt that the Respondent owns the property, as shown by the land registry documentation at pages A 103 -107 (the property is in fact within the curtilage of 647 Green Lanes).
35. On the basis of these admissions and the other documentation produced by the Applicant, the Tribunal was satisfied that the Respondent was a person managing the property, as he was an owner who received rent from the occupiers through his agents.
36. It follows that in the absence of any statutory defence, the Respondent has committed an offence under section 95(1) of the 2004 Act.

37. The Tribunal has a duty to consider whether the Respondent has a reasonable excuse defence whether or not this is expressly raised by them. In this case the Respondent informed the Tribunal that he did not seek to rely on such a defence.
38. Having considered the evidence the Tribunal was satisfied that no such defence could be made out. The Respondent was aware of the need to obtain a licence, having commenced the process of obtaining one on 8 November 2022, as confirmed by the local authority (see page A82). That application was not complete and not submitted.
39. It follows, therefore, that the Tribunal was satisfied that the Respondent was committing an offence contrary to section 95(1) of the 2004 Act continuously from 21 January 2023 onwards.

Has an Offence Been Committed Contrary to Section 1(2) of the Protection From Eviction Act?

40. Although the parties dispute whether or not an offence was committed, the factual background was largely not disputed. On the basis of the Applicant's witness statement and the e-mail correspondence the parties have provided, the Tribunal was satisfied of the following.
41. From about July 2023 onwards water was leaking into the property from the flat above. Then in September 2023 the boiler failed, leaving the property without heating and hot water. As a result of these and other problems at the property the Applicant e-mailed the Respondent on 20 September 2023 (page A125). In this e-mail, having set out her complaints about the property, she invited the Respondent to pay back some of the rent already paid and accept a reduced rent going forward together with an agreement to enable the Applicant to end the tenancy earlier than the agreed end date of 20 January 2024.
42. On 18 October 2023 water began leaking into the bedroom of the property (page A133). Then, on 21 October 2023 the living-room ceiling in the property collapsed. The Applicant reported this to the local authority and the Respondent. Some of the damage can be seen in the third video clip provided by the Applicant. The property became effectively uninhabitable.
43. On 24 October 2023 the Applicant e-mailed the Respondent. She stated that the property was not habitable and that if the Respondent were happy for her to leave and for their contract to be terminated, he should put something in writing. She also stated that it was probably dangerous to live in the property (pages RK13-14).
44. On 7 November 2023 the Applicant wrote to the Respondent (page RK7). In this letter she asked for an end to the tenancy and an immediate release from the agreement she entered into. She asked for a deed of surrender and the return of her deposit. In this letter she also said the following;
“Currently, as a result of this [the various problems at the property and the impact on her health] I am sleeping on a friend's

sofa until I am well enough to pick up any remaining possessions that have not been completely ruined by the problems detailed above and find somewhere alternative to live” (pages RK7-8)

45. This suggests that the Applicant had already moved out and was looking for somewhere else to live.
46. In her oral evidence the Applicant stated that she last slept at the property on 9 November 2023, which is after the letter above was written. However, there is no doubt that by 10 November 2023 the Applicant was no longer sleeping at the property. In her statement of case, she also says that she took with her clothes and perishable items that she could carry (page A18). The Tribunal accepted this.
47. After this both the Applicant’s oral evidence and the communications between the parties show that the Applicant visited the property on two occasions. This is made clear in the Applicant’s e-mail to the Respondent on 18 December 2023 (page A156). The first visit was on 3 December 2023. The Applicant had intended to remove all her remaining belongings in a van. However, she was not able to do this as the door to the bedroom had been locked and she was not able to gain access to it. She was, though, able to access the rest of the property. It is not clear when the bedroom door was locked.
48. The second visit was on 17 December 2023. When the Applicant attended on that occasion, again with the intention of removing her remaining property, she found that the locks had been changed and she could not obtain access to the property at all.
49. It is clear from this that the external locks must have been changed at some point between 3 and 17 December 2023. However, the date can be determined more precisely because on 6 December 2023 the Respondent sent an e-mail to the Applicant in which he stated;
“As you have not returned key locks have been changed on security grounds” (page A151).
Thus, the locks must have been changed between 3 and 6 December 2023.
50. On 10 December 2023, the Respondent sent an e-mail to the Applicant in which he sought to give notice terminating the tenancy with immediate effect by virtue of clause 10.4 of the tenancy agreement (page A152). This clause provides as follows;
“If at any time the Property is rendered uninhabitable by an event or events which are not the result of negligence or breach of contract by either party then the whole of the Rent will cease to be payable by the Tenant until the property is made habitable. The landlord will be under no obligation to provide alternative accommodation to the Tenant. Notice to terminate this Agreement following which it will end and no further obligations under it will be performable by either party save that either

party may pursue the other for breaches of this Agreement which pre-date said termination.” (page A42)

51. The Respondent sought to argue that the e-mail of 10 December 2023 had brought the tenancy to an end and that, therefore, the changing of the locks did not amount to an unlawful eviction. The Tribunal rejected that argument. Even if the clause relied on was capable of avoiding the normal legal requirements for obtaining possession, which the Tribunal very much doubted, the Tribunal was not satisfied that the terms of the clause were met.
52. Firstly, by clause 7.3 of the tenancy agreement (page A39) the Respondent covenanted to “*repair and keep in repair the structure and exterior of the property*” and also to “*ensure that the property is reasonably fit for human habitation*”. It was obvious to the Tribunal that the ceiling had collapsed as a result of long-standing leaking from above. This was clearly a failure to keep the structure of the property in repair. Clause 10.4 only applies where the property is rendered uninhabitable by an event which is not the result of a breach of contract – it is, in effect, a *force majeure* clause.
53. Secondly, the Tribunal was not satisfied that the purported notice was served in accordance with the requirements of the tenancy agreement itself. The service of notices is dealt with at clause 10.1.1 which states that notices may be sent by first class post to the property (page A42), whereas the purported notice was sent by e-mail only.
54. Thirdly, and most decisively, the locks were in fact changed at some time before 6 December 2023 and the lock to the bedroom was fitted before 3 December 2023. This was at a time before the purported notice under clause 10.4 was even given.
55. The Tribunal first considered whether the Respondent had unlawfully deprived the Applicant of her occupation of the property. It noted that the offence under section 1(2) is committed if a person is unlawfully deprived of their occupation of the premises “*or any part thereof*”. It follows that the fitting of the lock to the bedroom door to which the Applicant did not have a key can itself amount to an offence. There was no doubt that the Applicant still had belongings in the property – indeed much of the correspondence between the parties consisted of requests from the Respondent for the Applicant to remove those items. She also certainly had possessions in the locked bedroom. There was also no doubt that she could no longer enter the property as the locks had been changed, and on 3 December 2023 she could not enter the bedroom as a lock had been fitted to it to which she did not have a key. It was also clear to the Tribunal that the Respondent, by acting as he had, intended to exclude the Applicant from the property indefinitely.
56. The term for which the property was let had not expired and the Tribunal was not satisfied that the Respondent could rely on clause 10.4 of the

agreement to bring it to an end. Also, it was clear that the Applicant had not surrendered her tenancy. Although she wished to bring the agreement to an end early, the parties had not agreed on the terms for doing so and in correspondence the Applicant repeatedly reminded the Respondent that her tenancy was still in force.

57. Taking all this together the Tribunal was satisfied that the Respondent had unlawfully deprived the Applicant of her occupation of part of the property on or before 3 December 2023 and of the whole of the property at some time between then and 6 December 2023.
58. The Tribunal then went on to consider whether or not the statutory defence in section 1(2) of the Protection From Eviction Act 1977 applied. Although this was not expressly raised by the Respondent, the Tribunal is obliged, nevertheless, to consider whether it applies, just as it is with regard to the licensing offence.
59. The defence applies if the accused person
“proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises”.
The burden of establishing the defence rests on the accused person and they must establish it on the balance of probabilities.
60. The Tribunal noted the fact that the defence applies where there are grounds to believe that a person has ceased to **reside** in the property, whereas the offence itself is one of depriving a person of occupation. The test is not a belief that the person has ceased to **occupy** the property. Submissions were invited from the parties as to how to interpret this provision.
61. On behalf of the Applicant Mr. Saunders argued that, despite the use of a different term, “reside” must mean the same as “occupy”. He drew the Tribunal’s attention to the case of Brown -v- Brash [1948] 1 AllER 922. This case makes clear that a person may remain in occupation as a tenant of a property even when they are not physically present. That is not in doubt, and it is on that basis that the Tribunal was satisfied that the Applicant had been unlawfully deprived of her occupation of the property and that, therefore, subject to the defence, the offence had been committed. However, it does not assist in elucidating the meaning of the word “reside” in the context of this case.
62. In the view of the Tribunal Parliament must have intended to use the word “reside” and must have intended it to mean something other than “occupy”. The purpose of the legislation is to protect a person’s residential occupation, in other words, to prevent people from being deprived of their home. The purpose of the statutory defence must be to exclude from criminal liability those who, whilst acting unlawfully in depriving a person of possession, do so in circumstances in which they believe that they are not in fact depriving someone of their home. In this case, therefore, the

Tribunal considered what the Respondent believed and whether that belief was reasonable.

63. The evidence showed the following. Firstly, even before the ceiling collapsed, the Applicant expressed a wish to terminate her tenancy early. Then in her e-mail of 24 October 2023, after the collapse, the Applicant told the Respondent that she considered the property was not habitable and even that it was probably dangerous. (page RK14). Then on 7 November 2023 the Applicant sent a letter to the Respondent stating that she wants a deed of surrender and that she is currently sleeping on a friend's sofa (page RI3).
64. In an e-mail of 16 November 2023, the Respondent stated that he wished to expedite the termination of the tenancy and he wanted the Applicant to remove her belongings. He said the flat was in a terrible state and mentioned that the heating needed to be on because of the damp (page RK6). This would clearly impact on the Applicant, as she was responsible for the utilities, so it was agreed that she would transfer the utilities to the Respondent (page A21) and this was done.
65. On 23 November 2023 the Applicant e-mailed the Respondent stating that she had not been able to live in the flat and that some of her property had been damaged. She said that she was living in somebody else's house (page A144). On 27 November 2023 the Respondent e-mailed the local authority and stated that both flats (the Applicant's and the one upstairs) were currently vacant and in the process of refurbishment (page RB53).
66. Then on 30 November 2023 the Applicant again e-mailed the Respondent repeating her request for a surrender agreement and stating, "*I have left the flat as tidy and clean as possible under the circumstances*" (page A142). The same day the Respondent e-mailed the Applicant stating that by her actions and e-mails, including the transfer of the utilities, he considered that she had surrendered the flat save for the couple of pieces of furniture which remained. Then on 1 December 2023 the Respondent wrote to the local authority stating the tenancy was effectively over and the tenant was supposed to come the following day to collect her remaining belongings. He said he had advised her not to enter the flat for health and safety reasons (Page RI2).
67. In his oral evidence the Respondent said that it was clear that the Applicant was not living at the property from the date of her letter of 7 November 2023 onwards. It was also, he said, clear that she could not move back into the property until it was fixed. He said that he believed that she would not return as she had expressed a wish to bring the tenancy to an end, he thought she would never come back.
68. Taking this together the Tribunal was satisfied that from the point at which the Applicant told him that she was sleeping on a friend's sofa, the Respondent believed that she was no longer living at the property. Given the condition of the property, and the Applicant's description of it as

uninhabitable and dangerous, this was a reasonable conclusion for him to reach. Her only ongoing connection with the property was the fact that she still had some of her belongings there. Consideration of the correspondence shows that it was the Applicant's intention to end the tenancy agreement as soon as possible. The disagreement between the parties was about how that should be brought about.

69. Given that conclusion, the Tribunal was satisfied that in all the circumstances of the case the Respondent had made out the statutory defence. It concluded that, when the Respondent put a lock on the bedroom door and then later changed the locks to the property as a whole, he believed that the Applicant had ceased to reside in the premises and that he had reasonable cause to believe that.
70. It follows, therefore, that the Tribunal was not satisfied that the Respondent had committed an offence under section 1(2) of the Protection From Eviction Act 1977.

Jurisdiction to Make an Order

71. As the Tribunal was satisfied that the Respondent had committed an offence under section 95(1) of the 2004 Act it then went on to consider whether it had jurisdiction to make an order against him. On the basis of the wording of the tenancy agreement which clearly named the Respondent as the landlord, the Tribunal was satisfied that he was the Applicant's immediate landlord. It follows that the Tribunal has jurisdiction to make an order against him.

Amount of Order

72. The Tribunal therefore went on to consider the amount, if any, which it should order the Respondent to pay. In doing this it had regard to the approach recommended by UT Judge Cooke in the decision of Acheampong -v- Roman and others [2022] UKUT 239 (LC) @ para 20. The first step is to ascertain the whole of the rent for the relevant period.

Rent

73. A schedule of the rent payments made by the Applicant is at page A87. The first payment that was made was of £2,742.31. This was made on 19 January 2023. However, as explained above, the tenancy did not begin until 21 January 2023. The Applicant did not start living at the property or place any of her belongings in it until that date. As there is no suggestion that the property was being let to any other person on 19 January 2023, it follows that, at that date, no offence was being committed. As the property was not occupied under a tenancy, it did not fall within the scope of section 79(2) of the 2004 Act and so it was not, on that date, a house to which Part 3 of the 2004 Act applied.
74. As is made clear in the decisions in the cases of Kowalek -v- Hassanein [2022] EWCA Civ 1041 and Pearton -v- Betterton Duplex Ltd [2025] UKUT 175 (LC) only rent which is paid at a time when the relevant licensing offence was being committed may be taken into consideration

when calculating the amount of a rent repayment order. Rent paid before or after the offence was being committed cannot be considered.

75. From the schedule referred to the Tribunal concluded that the total rent which was actually paid during the commission of the licensing offence was £1,550 x 9 = £13,950

Utilities

76. The rent paid by the Applicant did not include utilities, she herself was liable to pay these – see clause 5.5 at page A31. Therefore, no deduction for these is appropriate. Thus, the total possible award for the Applicant is £13,950.

Seriousness of Offence

77. As required by the approach recommended in the case of Acheampong the Tribunal then considered the seriousness of the offence both as compared to other types of offence and then as compared with other examples of offences of the same type. From that it determined what proportion of the rent was a fair reflection of the seriousness of the offence.
78. The offence in question is one contrary to section 95(1) of the 2004 Act. This is, when compared with offences such as unlawful eviction, a more minor offence. This alone would justify a reduction of 30%.
79. Although there were no significant fire safety or similar issues with the property which would aggravate the seriousness of this particular licensing offence, the Tribunal was satisfied that the failure to licence was deliberate. The fact that the Respondent commenced making an application but did not finalise it shows that he knew of the need for a licence but decided not to obtain one.
80. In the view of the Tribunal this aggravating feature reduces the appropriate reduction to be applied for the seriousness of this offence to 25%.

Section 44(4)

81. The Tribunal then considered whether any decrease – or increase – was appropriate by virtue of the factors set out in section 44(4) of the Act.
82. In this case there are substantial aggravating features arising from the facts set out above in respect of the eviction allegation. Whilst the Respondent may not have committed a criminal offence by virtue of his belief that the Applicant was no longer in residence, the Tribunal is still entitled to consider his actual conduct in the context of that allegation. The Tribunal was satisfied that he had unlawfully deprived the Applicant of her occupation of the property. He ignored the Applicant's ongoing insistence that her tenancy agreement had not been brought to an end, and he prevented her from having access to her property. Having considered the correspondence between the parties in detail, the Tribunal concluded that the Respondent had taken a dismissive approach to the genuine issues

raised by the Applicant. The Tribunal was also satisfied that, despite being frequently alerted to the ongoing problems of the leaks into the property from the flat above, the Respondent took inadequate steps to remedy the problem, resulting in the eventual collapse of the ceiling. That event, and the state of the flat thereafter, have caused the Applicant significant upset and her health has been affected, as shown by the medical evidence available to the Tribunal.

83. In all the circumstances, therefore, the Tribunal considers that the proportion of the maximum award which the Respondent should pay should be increased from a reduction of 25% to one of only 10%.
84. There was no suggestion that the Respondent was not in a financial position to pay any sum ordered to be paid and his oral evidence to the Tribunal was that he had no issues about funding the payment of an order.
85. It follows, therefore, that the amount of the orders payable by the Respondent to the Applicant is £13,950 x 90% = £12,555.
86. The Applicant also sought an order under rule 13(2) of the Rules for the reimbursement of the fees paid for bringing the Application. The Tribunal concluded that, given that the Applicant had succeeded in her application, it was just and equitable to make such an order.

Name: Judge S.J. Walker

Date: 27 March 2026

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.