FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/00MD/HMK/2025/0620**
Property	**:**	**The Old Reading Room, Church Lane, Slough, SL3 6LB**
Applicant	**:**	**Royston Corry**
Representative	**:**	**Ms E Sherratt, Justice for Tenants**
Respondent	**:**	**(1) Manmohan Singh Johal** **(2) Rajinder Kaur Johal**
Representative	**:**	**In person**
Type of application	**:**	**Application by tenant for rent repayment order** **Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016**
Tribunal members	**:**	**First-tier Tribunal Judge K Neave** **Tribunal Member Mr D Tolley**
Venue	**:**	**Remote hearing by CVP**
Date of decision	**:**	**15 April 2026**

DECISION

Decisions of the tribunal

(1) The tribunal is satisfied beyond reasonable doubt that the Respondents were during the period 3 December 2023 to 30 June 2024 persons having control of a House in Multiple Occupation which was required to be licensed under section 61(1) of the Housing Act 2004 but which was not so licensed and that therefore they have committed an offence under section 72(1) of the Housing Act 2004.

(2) The tribunal finds that the Applicant is entitled to a rent repayment order under section 41 of the Housing and Planning Act 2016 and that such an order ought to be made.

(3) The amount of the rent repayment order, determined under section 44 of the Housing and Planning Act 2016, is £1793.00 payable by the Respondents to the Applicant within 28 days of this decision.

(4) The Respondents shall pay the Applicant £341.00 in respect of the reimbursement of the tribunal fees paid by the Applicant within 28 days of this Decision.

The application

1. By an application received by the Tribunal on 25 June 2025 ("the Application") made under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") the Applicant tenant sought a rent repayment order ("RRO") against the Respondent landlords.

2. The Applicant asserts that the Respondents had control of or were managing a house in multiple occupation ("a HMO") which was required to be licenced under the Housing Act 2004 ("the 2004 Act") but which was not so licenced. He accordingly asserts that the Respondents have committed an offence under section 72(1) of the 2004 Act.

3. The background to this application is set out in the Applicant's bundle of 200 pages, the Respondent's bundle of 34 pages, and the Applicant's reply dated 29 January 2026, which we have considered in detail. We also received and considered the skeleton arguments prepared by both parties.

The hearing

4. At the hearing which took place on 25 March 2026 by a remote hearing platform, the Applicant was represented by Ms Sherratt of Justice for Tenants. The Respondents represented themselves.

5. We heard oral evidence from the Applicant, who confirmed the content of his witness statement dated 6 July 2025. He was cross-examined by Mrs Johal. We then heard oral evidence from both Respondents, who confirmed the content of their witness statements, both dated 16 December 2025 and were cross-examined by Ms Sherratt. Ms Sherratt and Mrs Johal made oral submissions. We reserved our decision.

The background

6. The subject property is a four bedroom detached house. The ground floor bedroom has an en-suite bathroom, and there is an additional w.c. on the ground floor, as well as a kitchen and living room. The other three bedrooms are on the first floor. One is an en-suite bedroom. The other two bedrooms share the family bathroom.

7. Neither party requested an inspection of the property, and the tribunal did not consider that an inspection was necessary, nor would it have been proportionate to the issues in dispute.

8. The Applicant's case is that he was a tenant of the property between October 2021 and 14 June 2025. He asserts that the property was occupied by him and others as a HMO and that, until 30 June 2024 the local authority operated an additional licensing scheme that required a HMO licence to be held by the Respondents.

The issues

9. At the outset of the hearing, the parties agreed that the following issues remain in dispute and require determination:

   (i) whether the tribunal is satisfied beyond reasonable doubt that the Respondents have committed an offence to which Chapter 4 of the 2016 Act applies.

   (ii) whether the Applicant is entitled to a RRO under sections 41 and 43 of the 2016 Act; and if so

   (iii) the amount of the RRO, to be determined in accordance with section 44 of the 2016 Act.

10. Having heard the evidence and submissions and considered all the documents provided, the tribunal makes determinations on these issues below. We focus in our decision on the main points that have been identified by the parties, though we have considered all the documents and the evidence and the issues raised and have taken these into account.

Legal framework

11. Section 40 of the 2016 Act provides that a RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant.

12. Section 41 of the 2016 Act 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."

13. Section 43 of the 2016 Act 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.

14. The relevant offences to which Chapter 4 of the 2016 Act applies are set out at section 40 of the 2016 Act. They include the offence under section 72(1) of the 2004 Act of controlling or managing an unlicensed HMO.

15. Section 72 of the 2004 Act provides, so far as is material:

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

16. Section 72(4) and 72(5) of the 2004 Act provide a defence in proceedings for an offence under section 72(1) if the landlord has applied for a licence or a temporary exemption notice, or if he has a reasonable excuse for his actions.

17. The definition of a HMO is found in section 254 of the 2004 Act, which sets out various tests by which a building may fall within the definition of a HMO. By section 254(2) of the 2004 Act:

"*a building or a part of a building meets the standard test if*

(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b) the living accommodation is occupied by persons who do not form a single household (see section 258);

(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(d) their occupation of the living accommodation constitutes the only use of that accommodation;

(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and

(f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

18. A person "having control" of premises means

"*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*".

19. A person "managing" premises means:

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...."

20. The amount of a RRO is to be determined under section 44 of the 2016 Act as follows:

"*...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 [*the period of 12 months ending with the date of the offence / a period, not exceeding 12 months, during which the landlord was committing the offence*], 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."

Findings

Have the Respondents committed a relevant offence?

21. We consider first whether the Respondents have committed an offence under section 72(1) of the 2004 Act, namely being a person having control of or managing an HMO which is required to be licensed but is not so licensed.

22. We remind ourselves that the standard of proof is the criminal standard, that is to say that we must be satisfied beyond reasonable doubt that an offence has been committed. The burden of proof is upon the Applicant.

23. There is no dispute that the property is laid out as the Applicant described in his witness statement. We are therefore satisfied beyond reasonable doubt that the property is a unit of living accommodation not consisting of a self-contained flat or flats.

24. The Respondents' case as it was advanced in their statement of case, skeleton argument, and by Ms Johal in submissions is focused on the quality of the evidence about how the property was occupied at the material times. Their case is that we cannot be satisfied that any offence has been committed in circumstances where we have only heard evidence from the Applicant, and we have not been provided with documents such as tenancy agreements or evidence of rent payments made to the Respondents by the other occupiers of the property, nor evidence from the Respondents' managing agent. The Respondents assert that if the tribunal were to find that an offence had been committed, we would be doing so by inference from incomplete and uncorroborated material.

25. Ms Sherratt referred us to the decisions of the Upper Tribunal in ***Opara v Olasemo*** [2020] UKUT 96 (LC) in which it held: "*In the absence of co-operation from other residents, cast-iron certainty is not going to be*

achievable on this point because of the difficulty of proving a negative; and of course cast-iron certainty is not required, only proof "beyond reasonable doubt". How is the tenant to show that another occupant has no other home, or no other main home? This element of the offence must to some extent be a matter of inference from the circumstances".

26. Further, in ***O'Halloran v Cornwall Council*** [2024] UKUT 403 (LC) the Upper Tribunal said "*it is not unusual for the FTT to have evidence from some but not all the occupants of a property in cases where this issue arises (as it does both in appeals from financial penalties and in applications for rent repayments); it may be that some have moved on or are otherwise unavailable by the time the proceedings are commenced. Direct evidence is not essential and inferences can be drawn from other evidence.*"

27. These decisions in our judgment make it clear that though there must be some evidence from which inference can be drawn about how a property is occupied, direct evidence is not essential and nor is documentary evidence. We had the benefit of the written and oral evidence of the Applicant. We found him to be a straightforward and helpful witness. In his oral evidence, the Applicant gave what we considered to be clear and detailed evidence of how the property was occupied in the material period, which was derived from his own knowledge and observations that he made during his occupation of the property and his interactions with the people living there. He lived in the property for nearly four years. His written witness statement was also a detailed document which set out the history of his occupancy of the property and that of the other tenants. It was not suggested to the Applicant that his evidence was wrong, or that he was being untruthful.

28. In his written and oral evidence, the Applicant said:

(i) He lived in the small upstairs box room from October 2021 to 14 June 2025. He did not live anywhere else. His bank statements were sent to his mother's address, and he was registered with a GP and on the electoral role at that address but this was because he viewed living at the property as a temporary measure whilst he was trying to save money to purchase his own property. He received his bank statements on his phone rather than by post so he did not feel the need to change his address with the bank. He did not live with his mother – he parked his car at the property every day, and bought a new mattress at the start of the tenancy so that he could sleep comfortably at night.

(ii) Myrel Bobis was from the Philippines. She lived in the other upstairs bedroom without an en-suite. She was living there before he moved in, and she moved out in May 2025. She worked night shifts as an ICU nurse at Wexham Park Hospital. He shared a bathroom with her until she moved out. Their relationship was cordial, but she mostly kept to herself.

(iii) Johanna Delanoy was a Columbian woman who moved into the downstairs bedroom on 3 December 2023. She worked as a healthcare assistant at the hospital, where she worked long shifts. She moved out on 16 March 2024. He would often have lunch with Johanna when she came back home during her breaks.

(iv) After Johanna Delanoy moved out, her room was vacant until Eshan Jalili moved in on 2 June 2024. He was a doctor at the hospital. He was still living in the property when the Applicant moved out. The Applicant had a friendly relationship with Eshan, they would eat together and speak on a variety of topics.

(v) The upstairs en-suite bedroom was vacant for six months before 3 December 2023, until Emmanuel McQueen moved in. Mr McQueen was a nurse at the hospital. He was from Nigeria. He and the Applicant had a friendly relationship, mostly relating to their interest in football. He moved out on 7 September 2024.

(vi) All of the occupiers of the property lived there because of its proximity to the hospital where they worked. Some of them had previously lived in hospital accommodation on-site before moving out. The Applicant was quite sure that none of them lived anywhere else. He shared the living accommodation with them and would notice when their bedroom doors were closed when they were sleeping after a shift.

29. Further, the Applicant's evidence was supported by a transcript of Whatsapp messages which the Applicant said were from a group chat relating to the property between the various tenants (including the Applicant himself) and the Respondents. These messages in our judgment corroborate elements of the Applicant's written and oral evidence, particularly that Johanna Delanoy and Emmanuel McQueen both moved in to the property on 3 December 2023 and that Ehsan Jalali moved in on 2 June 2024. It also supports his evidence that Myrel Bobis lived at the property as he asserted, as she can be seen contributing to

the group chat from time to time, as do Johanna Delanoy and Ehsan Jalali.

30. Conversely, neither of the Respondents could provide us with any assistance with how the property was occupied in the material period. Notwithstanding that they were both members of the Whatsapp group chat with the occupiers of the property referred to above, their evidence was that they simply did not know who was living there. This was, they said, because the property was managed on a day-to-day basis by their agent, Proper Key Estate Agents. Though their evidence was that Proper Key ceased managing the property in around February 2025, both Respondents confirmed in their witness statements that Proper Key was owned by an acquaintance of theirs, Mr Mohammed Tariq. The Respondents could in our judgment have asked Mr Tariq to provide them with occupancy records for the property if they wished to dispute the Applicant's evidence, but there is no suggestion that they did so.

31. We accept what we have found to be the Applicant's clear and straightforward evidence on these points. We are satisfied beyond reasonable doubt having considered his detailed account that from 3 December 2023 to 30 June 2024, there were three or more people occupying the property. Between 3 December 2023 to 16 March 2024, the Applicant, Myrel Bobis, Johanna Delanoy and Emmanuel McQueen were living there. Between 17 March 2024 to 1 June 2024, the Applicant, Myrel Bobis and Emmanuel McQueen were living there. From 2 June 2024 to 30 June 2024, the Applicant, Myrel Bobis, Emmanuel McQueen and Eshan Jalali were living there.

32. As to whether any of these people formed a household with each other, as set out above, we have accepted the Applicant's evidence that all of the other occupiers of the property were from different countries. They all occupied separate rooms. We consider it vanishingly unlikely that they were related to each other, married to each other, or living together as if they were a married couple or civil partners. We are satisfied beyond reasonable doubt having considered the evidence referred to above that the property was occupied between 3 December 2023 to 30 June 2024 by persons who did not form a single household.

33. Further, we are satisfied beyond reasonable doubt that all of the occupiers of the property during the period 3 December 2023 to 30 June 2024 were occupying the property as their only or main residence. We accept the Applicant's evidence that he did not live elsewhere at any material time. We have accepted the Applicant's detailed evidence about his interactions with the other occupiers of the property. We consider it unlikely in the extreme that foreign national NHS shift workers, most of whom were working in lower paid roles and all of whom were renting low cost HMO accommodation, would have been of sufficient means to afford to have another home elsewhere.

34. We are also satisfied beyond reasonable doubt that the occupation of the property by the individuals identified above was the only use to which it was being put between 3 December 2023 to 30 June 2024. There is no suggestion that the property was being used for any other purposes.

35. The Respondents accept in paragraph 3.13 of their statement of case that the Applicant paid rent for his room. His tenancy agreement provides for a rent to be paid in respect of his occupation. We are accordingly satisfied beyond reasonable doubt that rents were payable in respect of at least one of the occupiers' occupation of the property.

36. In light of our findings above about the layout of the property, we are satisfied beyond reasonable doubt that two or more of the occupiers shared one or more basic amenities in the property – the Applicant and Myrel Bobis shared the upstairs bathroom and all of the occupiers shared the kitchen.

37. There is no dispute that an additional licensing scheme was in place in respect of the area in which the property is situated until 30 June 2024 and we are satisfied beyond reasonable doubt and find having considered the documents at pages 158 – 167 of the Applicant's bundle that such a scheme was in operation.

38. We are accordingly satisfied beyond reasonable doubt that the property was required to be licenced under section 61(1) of the 2004 Act between 3 December 2023 and 30 June 2024. The Respondents did not suggest that any temporary exemption notice or interim or final management order was in force in relation to the property at the material time. It is clear from the email from Slough Borough Council dated 11 April 2025 that it has no record of any application for a licence or a temporary exemption notice in respect of the property.

39. The Respondents accept and we find that the property was not licensed in the period 3 December 2023 to 30 June 2024.

40. We were shown the Office Copy Entry relating to the property which shows that the Respondents were registered with freehold title to the property on 7 July 2009. We are satisfied beyond reasonable doubt that they were at all material times the owners of the property.

41. As set out above, the Respondents accept that the Applicant paid rent throughout his occupation of the property. The Respondents' own evidence was that they were paid a guaranteed sum of £2000 rent per month by their agent, Proper Key. The Respondents did not disclose any written agreement with Proper Key, but we understood the Respondents' evidence to mean that Proper Key was responsible for collecting the rent from the occupiers, and that, of the total rent collected, Proper Key would pass on to the Respondents the sum of £2000, keeping the balance for

themselves. Proper Key were to bear the risk of a tenant not paying rent, as it would be obliged to pass on £2000 to the Respondent even if £2000 was not collected in rent in any particular month. However, there is no suggestion that Proper Key faced issues with recovering rent from the occupiers of the property. We feel sure that Mr Tariq or someone else from Proper Key would have informed the Respondents if this were the case, not least because the Respondents would have needed to agree to and cooperate with enforcement action. It is in our judgment vanishingly unlikely that none of the other occupiers paid rent in the period 3 December 2023 to 30 June 2024, which would have been passed on in part to the Respondents under their agreement with Proper Key. We are therefore satisfied beyond reasonable doubt and find that the Respondents received rents from persons who were in occupation of the property as tenants or licensees, through their agent.

42. If we are wrong about that, the Respondents accepted that they were the direct landlords of the occupiers of the property – Proper Key acted as their agents and did not have any proprietary interest in the property. Accordingly, the Applicants establish the alternative test under section 263(3)(b) of the 2004 Act, as the Respondents as direct landlords would have received the rents but for the agreement that they entered into with Proper Key, which provided for Proper Key to receive the rents.

43. We therefore find that the Respondents were persons managing the property between 3 December 2023 and 30 June 2024.

44. We consider next whether the Respondents had a reasonable excuse for having control of or managing the property without a licence. No particular excuse was advanced by the Respondents, who bear the burden of proving the defence of reasonable excuse on the balance of probabilities. Though we accept that i) the Respondents do not let more than one property and ii) that they relied on their agent for guidance about the applicable licensing requirements, we note that the Upper Tribunal held in ***Aytan v Moore*** [2022] UKUT 027 (LC) that reliance upon a managing agent will rarely give rise to a defence of reasonable excuse. There is no suggestion in this case that the agent was contractually bound to give the Respondents information about the licensing requirements, nor that they could not themselves have found out about the licensing requirements by carrying out their own research.

45. We are satisfied that the Respondents ought to have known of the relevant licensing requirements – they were in the business of letting their property if not for profit then to cover their costs of keeping the property rather than selling it when they moved out in or around 2020. They both lived in the United Kingdom – indeed, they did not live far from the subject property and the First Respondent was required to visit the property from time to time in order to carry out maintenance work. Information is readily available online about the licensing requirements as they relate to HMOs. As landlords, the Respondents should have kept

abreast of these requirements. As the Second Respondent confirmed in her oral evidence, she chose not to carry out any research, leaving this instead to Proper Key.

46. We find accordingly that the defence of reasonable excuse is not established.

47. In light of these findings, we are satisfied beyond reasonable doubt that the Respondents were from 3 December 2023 to 30 June 2024 persons having control of an HMO which was required to be licensed under section 61(1) of the 2004 Act and that they have committed an offence under section 72(1) of the 2004 Act by failing, without reasonable excuse, to obtain a licence for the property.

Is the Applicant entitled to a RRO under sections 41 and 43 of the 2016 Act?

48. We have found that the Respondents committed an offence under section 72(1) of the 2004 Act between 3 December 2023 to 30 June 2024.

49. There is no dispute and we find that, at the time of the offending, the property was let to the Applicant.

50. The application was made on 25 June 2025. Accordingly, the offence was committed in the period of 12 months ending with the day on which the application was made.

51. We are accordingly satisfied that the Applicant is entitled to an order under section 41 of the 2016 Act.

52. It is in our judgment appropriate, in light of the offending that we have found to be made out, to make a RRO.

The amount of the RRO

53. We accept the Applicant's unchallenged evidence that he paid a total of £3960.00 in rent in the period 3 December 2023 to 30 June 2024. There is no suggestion that Universal Credit was paid to the Applicant or the Respondents during this period.

54. The Applicant accepted that his rent was inclusive of gas, electricity, water, internet and council tax. We were not provided with any documentary evidence of the cost to the Respondents of providing these services to the household, though we accept their clear and straightforward evidence that they paid for these utilities in the applicable period.

55. Ms Sherratt submitted that the tribunal should exercise its discretion and not make any deductions for utilities given the lack of documentary evidence from the Respondents. She accepted however that the tribunal was entitled to make a deduction for utilities given that it is agreed that the rent payable was inclusive of these costs, and that it could use its knowledge as an expert tribunal to form a view about the likely cost of providing these services.

56. We consider that we should make an allowance for utilities and council tax in this case as these were included as part of the rent. Doing our best on the limited information available to us and giving the Applicant the benefit of the doubt, we estimate that the Respondents will have spent around £400 per month on utilities and council tax in this period. We divide this figure between four given that there were four lettable rooms in the property and the Applicant should not in our judgment have to pay extra for the periods in which the property was not fully let. The total deduction from the Applicant's total rent paid is therefore £700.00. Though the Applicant only paid six months rent in the relevant period, the period is just short of seven months in length.

57. Our starting point is therefore £3260 (£3960.00-£700).

58. We consider next the seriousness of the offence that we have found to be made out. We have considered the guidance set out by the Upper Tribunal in ***Acheampong v Roman*** [2022] UKUT 239 (LC). In our judgment, the offence is more serious than the offence of having control or management of an unlicenced house under section 95(1) of the 2004 Act because of the risk of overcrowding, sanitation and fire hazards involved with managing properties occupied by multiple households. However, it is in our judgment considerably less serious than some of the other offences identified in section 40 of the 2016 Act, such as using violence to secure entry, the eviction or harassment of occupiers and/or the failure to comply with an improvement notice or prohibition order. We note also that the local authority has not taken any action against the Respondents. We accept that the Respondents were unaware of the licensing requirements. Though they did not make sufficient efforts to inform themselves of the requirements, they did not wilfully disregard the rules. All of these factors are in our judgment indicative of the less serious nature of the offending.

59. Though Ms Sherratt suggested that the offence is more serious than other section 72 offences because of the length of the offending, in fact there was no requirement for the Respondents to hold a HMO licence after the additional scheme came to an end after 30 June 2024, and the Applicant's oral evidence suggested that, prior to December 2023, the occupancy of the property was not consistent and there were lengthy periods when neither of the en-suite rooms were occupied. We are not satisfied that the Respondents offending is aggravated by the length of the period in which the property was unlicensed.

60. We do not accept that the bedroom doors had locks that needed a key to be unlocked from the outside. The Second Respondent was clear, and we accept, that these doors did not require a key to open them, and the photographs provided by the Applicant do not clearly show that this is how the doors operated. We also do not accept that the front door was faulty and could not be opened. This was not put to the Respondents and if it were the case, we consider that it would have been mentioned in the Whatsapp chats referred to above. We prefer and accept the Second Respondent's clear evidence that there was a fire blanket in the kitchen and a fire extinguisher in the property, and that the fire alarm system is hard-wired with detectors on both floors of the property. We found her to be in a better position to comment on this than the Applicant as an owner of the property who had occupied it for many years as her family home.

61. Taking all these matters into account, we conclude overall that this was an offence of moderate seriousness. In our judgment the scale of seriousness of the offending in this case warrants some reduction in the amount of the RRO for the relevant period. Subject to the remaining factors referred to in section 44 of the 2016 Act (i.e. the conduct of the parties and the financial circumstances and offending history of the Respondents) we find that the seriousness of the offending would warrant the making of a RRO of 50% of the rent paid for the relevant period. However, the seriousness of the offending is not the only matter that we are required to take into account, and we now consider those remaining factors in coming to our final assessment of the amount of the RRO.

62. The Respondents do not raise any issues as tending to indicate poor conduct on the part of the Applicant. We accordingly make no adjustment to the RRO to reflect any such conduct.

63. As to the Respondents' conduct, we have set out above our findings about the fire safety issues raised by the Applicant. We do not accept that there were significant issues with the boiler at the property. The Whatsapp messages in our judgment make it clear that there were sporadic issues with heating and hot water, to which the First Respondent was responsive and were resolved on each occasion. In January 2025, there was a more significant issue with a leak coming from the boiler, but it is clear to us from the Whatsapp messages we have seen that no one had reported the problem to the Respondents until the boiler broke down completely. It was repaired by the First Respondent's contractor within a matter of days and an electric backup system was in place and generating hot water when the boiler was not working. We are also satisfied, having considered the Whatsapp messages, that the washing machine at the property broke down frequently because of misuse by the occupiers who caused the machine to become blocked or broke the door by handling the machine roughly. We are satisfied that the Respondents resolved these problems in a timely manner as and when they occurred.

64. Though we accept that the First Respondent attended the property without giving notice from time to time, we accept his evidence that he only attended to deal with maintenance issues, and that he was usually responding to a request for him to fix something made by one of the occupiers on the Whatsapp group. He was more focused on fixing the problem than giving the tenants 24 hours' notice. This is supported by the Whatsapp chat record. We do not consider that this issue reflects particularly poorly on the Respondents' conduct.

65. However, we were concerned that the Applicant's deposit had not been protected in an authorised scheme for a period of three months in 2025 and at the date of his witness statement (6 July 2025) the Applicant's deposit had not been returned to him, though he had moved out of the property over three weeks earlier. Though the Second Respondent sought to blame Proper Key for this, it is clear from the correspondence in the hearing bundle that these issues took place between March and July 2025, which is after Proper Key's period of management of the property. In our judgment, the Respondents' failure to protect the Applicant's deposit in an authorised scheme for a period of three months and the delay in returning his deposit in a timely manner are serious issues and reflect poorly on their conduct.

66. The Respondents provided no evidence of their financial circumstances and we are accordingly unable to and do not further consider these circumstances.

67. There is no suggestion that the Respondents have been convicted of an offence to which Chapter 4 of the 2016 Act applies.

68. Taking into account all of the issues, including the poor conduct we have found to be made out, we determine that the appropriate order in this case is for the repayment of 55% of the rent paid (less the deduction for utilities referred to above) during the period claimed.

69. We therefore make a RRO of <u>£1793.00</u>, being 55% of £3260.00.

70. We also order the Respondents to reimburse the Applicant for the tribunal fees that he paid in the sum of <u>£341.00</u> (being the application fee of £114.00 and the hearing fee of £227.00).

Name: Judge K Neave **Date:** 15 April 2026

<u>Rights of appeal</u>

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

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