



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

Case Reference : LON/00AU/HMF/2025/0716

Property : 29B Landseer Road, London N19 4JU

Applicants : Christian Gurdin
Jutharat Noppakaokeskul

Respondent : Palais Europe Ltd

Type of Application : Application for a rent repayment order
by tenant

Tribunal : Judge Nicol
Ms R Kershaw BSc

**Date and Venue of
Hearing** : 20th April 2026;
10 Alfred Place, London WC1E 7LR

Date of Decision : 21st April 2026

DECISION

- 1. Michael Healy is removed as a Respondent to these proceedings.**
- 2. The Respondent shall pay to the Applicants Rent Repayment Orders in the following amounts:**
 - (a) The First Applicant £3,959.44**
 - (b) The Second Applicant £4,140.50**
- 3. The Respondent shall also reimburse the Applicants their Tribunal fees totalling £337.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicants resided at 29B Landseer Road, London N19 4JU, a 3-bedroom flat in a 3-storey mid-terrace house, with shared kitchen and bathrooms:
 - (a) The First Applicant from 1st August 2024 to 8th March 2025;
 - (b) The Second Applicant from 20th July 2024 to 22nd March 2025.
2. The owner of the property is Mr Michael Patrick Healy. In 2016 he let the property to Palais Europe Ltd so that they could sub-let to tenants, a practice commonly known as Rent-to-Rent. Palais Europe Ltd rented rooms in the property to tenants, including the Applicants.
3. The Applicants seek rent repayment orders (“RROs”) in accordance with the Housing and Planning Act 2016 (“the 2016 Act”). Both Mr Healy and Palais Europe Ltd were named as Respondents but a RRO may only be made against the tenants’ immediate landlord which, in this case, is Palais Europe Ltd (*Rakusen v Jepson* [2023] UKSC 9). Therefore:
 - (a) Mr Healy should not have been named as a Respondent and he is removed as such from these proceedings; and
 - (b) The correct Respondent is Palais Europe Ltd and they are hereafter referred to as the Respondent.
4. The Tribunal issued directions for the First Applicant’s case on 30th May 2025. Directions were made for the Second Applicant’s case, including that the two cases would be heard together, on 10th June 2025.
5. The hearing date was changed at least twice on various applications from the parties but, eventually, there was a face-to-face hearing at the Tribunal on 20th April 2026. The attendees were the Applicants and Mrs Natalia Thannhaeuser, a director of the Respondent, assisted by her husband, Mr Wulf Thannhaeuser.
6. Mr Healy arrived at the hearing after it had started. The Tribunal explained its decision to remove him as a party. He stayed to observe the hearing but then left during the lunch break.
7. The documents available to the Tribunal consisted of:
 - A bundle of 391 pages from the First Applicant;
 - A bundle of 56 pages from the Second Applicant;
 - A skeleton argument on behalf of both Applicants;
 - A bundle of 89 pages from the Respondent;
 - A separate statement from Mrs Thannhaeuser; and
 - A 3-page response dated 15th September 2025 from the First Applicant.

Preliminary matters

8. Before the substantive hearing could commence, Mrs Thannhaeuser wished to renew the Respondent's application to strike out the Applicants' cases previously dismissed by Judge Martyński on 10th September 2025. She handed up an 8-page argument with some copy WhatsApp texts.
9. Mr and Mrs Thannhaeuser asserted that the Applicants, particularly the First Applicant, were guilty of fabricating evidence and exaggerating other matters to such an extent as to constitute fraud. Most of the matters they relied on were not appropriate to deal with as a preliminary matter as they would have come up in the substantive hearing anyway and it would not save time to consider them out of turn at the start. However, one matter concerned alleged procedural default.
10. The Respondent's original strike out application was based on an alleged failure by the First Applicant to serve his bundle in time in accordance with the directions. In response, the First Applicant wrote to the Tribunal on 27th August 2025 stating,

Whilst [my] Bundle was not posted, we have received confirmation from the Respondent via email that they received the 1st Applicant's bundle by the 7 July 2025.

11. Mr and Mrs Thannhaeuser asserted that the First Applicant was lying in that there was no such confirmation. They pointed to a letter dated 23rd September 2025 from the First Applicant to the Respondent's then solicitor in which he stated,

While I do not have a written acknowledgement directly from your client ...

12. They further asserted that Judge Martyński dismissed the strike out application because of the lie in the First Applicant's letter of 27th August 2025. They argued that this fraud "unravelling" both that order and the Applicants' whole case so that it should be dismissed.

13. There were two fundamental problems with this argument. Firstly, Judge Martyński did not mention the First Applicant's letter of 27th August 2025 in his order. Instead, he said, "It is clear that the Respondents have received the bundle and have been able to respond by way of filing their own bundle." That means he based his decision on the fact that the Respondent had been able to proceed with their case. Mr and Mrs Thannhaeuser now accept that they received the bundle (through their solicitor) by 23rd September 2025, over 6 months ago, and it is clear they had suffered no prejudice.

14. Secondly, Mr and Mrs Thannhaeuser's written argument cut short the quote from the First Applicant's letter of 23rd September 2025. The full quote was,

While I do not have a written acknowledgement directly from your client, the circumstances make it clear that the bundle was

received. On 8 July 2025, the day following the sending of my bundle, I received a phone call from Ms Natalia Thannhaeuser/Palais Europe Ltd. I considered this call as evidence that the bundle had been reviewed.

15. It was Mr and Mrs Thannhaeuser who were being deliberately misleading. Irrespective of whether the First Applicant's surmise was correct, he had clearly explained the wording of his letter of 27th August 2025. Far from committing fraud, he believed the words he wrote.
16. Looking at all the allegations of "fabrications and exaggerations", it is clear to the Tribunal that Mr and Mrs Thannhaeuser had serious difficulties allowing that the Applicants might have a different perspective. They perceived any variation from their understanding in the Applicants' version of events to be the result of deliberate lying rather than of a different point of view. The Tribunal was satisfied that there was no basis on which to strike out the Applicants' RRO applications.
17. In her presentation to the Tribunal, Mrs Thannhaeuser sought to hand up documents. The Tribunal explained that the hearing was to work from the bundles already submitted. If the documents were in the bundles, the parties could simply reference the relevant page(s). If the documents were new, they could not be admitted so late without justification and the permission of the Tribunal. Mr and Mrs Thannhaeuser did not seek to provide such justification but, instead, took a few minutes to re-work their presentation.
18. The Tribunal did look at one set of new documents because Mrs Thannhaeuser said they were better copies of some of the photos already in their bundle. In fact, with one exception, the photos in the bundle (which the Tribunal had in electronic form on their computers) were slightly better than those handed up so the Tribunal did not use the handed up copies.

The offence

19. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicants alleged that the Respondent was guilty of having control of or managing an HMO (House in Multiple Occupation) which is required to be licensed but is not so licensed, contrary to section 72(1) of the Housing Act 2004 ("the 2004 Act").
20. The local authority, the London Borough of Islington, designated the area including the subject property for additional licensing of HMOs with effect from 1st February 2021. It applies to HMOs occupied by three or more persons in two or more households.
21. Islington granted Mr Healy a temporary exemption notice from 12th March 2025 and an HMO licence valid from 5th June 2025. The applications for both were Mrs Thannhaeuser's work.

22. Mrs Thannhaeuser said in her statement, “I accept that there should have been a Licence in place for the period the Property was let to the Applicant and there may not be a reasonable excuse for one being absent.” She repeated this in her oral submissions. Based on the written documents, the Tribunal is satisfied that she was right to make this concession, save that there is a defence under section 72(4)(a) of the Act as from 12th March 2025 due to the temporary exemption notice.
23. Mrs Thannhaeuser said she could not understand how she had missed the licensing requirement and was clearly distressed by the error. She called it a “technical” or “administrative error”. She accepted, rightly in the Tribunal’s view, that this could not constitute a reasonable excuse although she argued that it was mitigation.
24. Therefore, the Tribunal is satisfied so that it is sure that the Respondent committed the offence of managing and/or having control of the property when it was let as an HMO despite not being licensed and that there was no reasonable excuse.

Rent Repayment Order

25. For the above reasons, the Tribunal is satisfied that it has the power under section 43(1) of the Housing and Planning Act 2016 to make Rent Repayment Orders on this application. The Tribunal has a discretion not to exercise that power. However, as confirmed in *LB Newham v Harris* [2017] UKUT 264 (LC), it will be a very rare case where the Tribunal does so. This is not one of those very rare cases. The Tribunal cannot see any grounds for exercising their discretion not to make RROs.
26. The RRO provisions have been considered by the Upper Tribunal (Lands Chamber) in a number of cases and it is necessary to look at the guidance they gave there. In *Parker v Waller* [2012] UKUT 301 (LC), amongst other matters, it was held that an RRO is a penal sum, not compensation. The Respondent’s submissions referred to the Applicants potentially getting a windfall but this is not relevant.
27. The law has changed since *Parker v Waller* and was considered in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) where Judge Cooke said:
 53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to considerations of conduct and his financial circumstances. ...
28. In *Williams v Parmar* [2021] UKUT 0244 (LC) Fancourt J held that there was no presumption in favour of awarding the maximum amount of an RRO and said in his judgment:

43. ... “Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities”, which came into force on 6 April 2017 ... is guidance as to whether a local housing authority should exercise its power to apply for an RRO, not guidance on the approach to the amount of RROs. Nevertheless, para 3.2 of that guidance identifies the factors that a local authority should take into account in deciding whether to seek an RRO as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending.
50. I reject the argument ... that the right approach is for a tribunal simply to consider what amount is reasonable in any given case. A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.
29. In *Acheampong v Roman* [2022] UKUT 239 (LC) the Upper Tribunal sought to provide guidance on how to calculate the RRO:
20. The following approach will ensure consistency with the authorities:
- a. Ascertain the whole of the rent for the relevant period;
 - b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
 - c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
 - d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).

30. The Applicants seek RROs for the full amount of rent they paid. They had included sums relating to their security deposits in their calculations but, when these are omitted, along with the period after 12th March 2025, the maximum amounts are:

(a) The First Applicant	£6,441.44
(b) The Second Applicant	£6,720

31. Mrs Thannhaeuser said in her statement, “I can confirm that both tenants were up to date with rental payments save for during the last month of them vacating the Property when there was a dispute around their notice periods following the tenants stating their intention to leave.” This was considered by the DPS Adjudicator in a decision dated 13th May 2025 resolving the parties’ dispute in relation to the Applicants’ deposits – they held that rental liability continued to 21st March 2025 and the Respondent recovered the relevant sums by deduction from the deposits.

32. In relation to utilities, they were included in the rent up to £50 per month. The Tribunal deducted £350 from the Applicants’ claims to take account of this.

33. The next step is to consider the seriousness of the offence relative both to the other offences for which RROs may be made and to other cases where the same offence was committed. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Tribunal sought to rank the housing offences listed in section 40(3) of the 2016 Act by the maximum sanctions for each and general assertions, without reference to any further criteria or any evidence, as to how serious each offence is. The conclusion was that licensing offences were generally lesser than the use of violence for securing entry or eviction or harassment, although circumstances may vary significantly in individual cases.

34. It is important to understand why a failure to licence is serious, even if it may be thought lower in a hierarchy of some criminal offences. In *Rogers v Islington LBC* (2000) 32 HLR 138 at 140, Nourse LJ quoted, with approval, a passage from the Encyclopaedia of Housing Law and Practice:

... Since the first controls were introduced it has been recognised that HMOs represent a particular housing problem, and the further powers included in this Part of the Act are a recognition that the problem still continues. It is currently estimated that there are about 638,000 HMOs in England and Wales. According to the English House Condition Survey in 1993, four out of ten HMOs were unfit for human habitation. A study for the Campaign for Bedsit Rights by G Randall estimated that the chances of being killed or injured by fire in an HMO are 28 times higher than for residents of other dwellings.

35. He then added some comment of his own:

The high or very high risks from fire to occupants of HMOs is confirmed by the study entitled “Fire Risk in HMOs” ... HMOs can also present a number of other risks to the health and safety of those who live in them, such as structural instability, disrepair, damp, inadequate heating, lighting or ventilation and unsatisfactory kitchen, washing and lavatory facilities. It is of the greatest importance to the good of the occupants that houses which ought to be treated as HMOs do not escape the statutory control.

36. These comments are based on old data but are just as apposite today as they ever were. The process of licensing effectively provides an audit of the safety and condition of the property and of the landlord’s management arrangements, supported wherever and whenever possible by detailed inspections by council officers who are expert in such matters. Owners and occupiers are not normally expert and can’t be expected to know how to identify or remedy relevant issues without expert help. It is not uncommon that landlords are surprised at how much a local authority requires them to do to bring a property up to the required standard and, in particular, object to matters being raised about which the occupiers have not complained.
37. If a landlord does not apply for a licence, the audit process never happens. As a result, the landlord can save significant sums of money by not incurring various costs which may cover, amongst other matters:
 - (a) Consultants – surveyor, architect, building control, planning
 - (b) Licensing fees
 - (c) Fire risk assessment
 - (d) Smoke or heat alarm installation
 - (e) Works for repair or modification
 - (f) Increased insurance premiums
 - (g) Increased lending costs
 - (h) Increased lettings and management costs.
38. The prospect of such savings is a powerful incentive not to get licensed. Not getting licensed means that important health and safety requirements may get missed, to the possible serious detriment of any occupiers. RROs must be set at a level which disincentivises the avoidance of licensing and disabuses landlords of the idea that it would save money.
39. Mrs Thannhaeuser pointed out that Mr Healy was eventually granted an HMO licence but the local authority’s decision was based on what she had put in the application form. Unless and until the local authority is able to inspect the property themselves, the grant of a licence is of limited assistance in assessing what condition the property was in prior to the grant.

40. Further, under section 44(4) of the 2016 Act, in determining the amount of the RRO the Tribunal must, in particular, take into account the conduct of the respective parties, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of any of the relevant offences. The Respondent did not provide any information about their financial circumstances and there is no suggestion they have any previous convictions.
41. By far the biggest issue between the parties arose from the fact that Mr Healy fell into mortgage arrears and his mortgagees, Kensington Mortgages, took possession proceedings. Neither the Applicants nor the Respondent were aware of this until a notice of eviction was served on the Applicants on 2nd February 2025 informing them that they would be evicted on 17th February 2025.
42. This came as a considerable shock to both the Applicants and the Respondent. On 4th February 2025 the First Applicant went to the Clerkenwell and Shoreditch County Court and completed an application in Form N244 seeking an extension of time to the eviction.
43. In parallel, Mrs Thannhaeuser sought to investigate what had happened and what could be done about it. She sought to keep the Applicants informed but, understandably, they were not sure whether to accept her reassurances and pursued their own action. Mr and Mrs Thannhaeuser were indignant about this to the point of again accusing the Applicants not simply of overreaction but of making it up when they said they were stressed about the situation and needed to take action. Given that Mrs Thannhaeuser's reaction was virtually identical, being similarly stressed and prompted to action, the Tribunal is genuinely puzzled why she would think so ill of the Applicants in the circumstances.
44. Fortunately, on the same day as the application, the mortgagees' solicitors, TLT LLP, phoned the First Applicant to say that they would grant an extension to 4th April 2025. This was confirmed by letter dated 5th February 2025. While this would have eased the Applicants' minds, this still only gave them two months to arrange alternative accommodation. Further, while looking into what they could do, they found out that the property should have had, but did not have, an HMO licence. Therefore, on 22nd February 2025 they gave notice to quit in accordance with the break clause contained in their tenancy agreements.
45. The Applicants blamed both Mr Healy and the Respondent collectively for the situation. It had not been clear to them who out of the two was their landlord and whether the Respondent was Mr Healy's agent. This confusion was not helped by Mrs Thannhaeuser referring to Mr Healy on occasion as "the landlord". The Applicants alleged that the mortgagees' action amounted to a breach of the covenant for quiet enjoyment and had forced them to leave, which they termed a "constructive eviction".

46. Mr and Mrs Thannhaeuser were, again, upset about this allegation. Eventually, they were able to resolve the situation by paying off the mortgage arrears themselves in return for an option to purchase the property. The Applicants' flatmate opted to remain in the property and continued living there. On this basis, Mr and Mrs Thannhaeuser accused the Applicants of lying when they said they were "constructively evicted". Again, the Tribunal is satisfied that Mr and Mrs Thannhaeuser have failed to see the Applicants' perspective. In hindsight, the Applicants could have stayed but it is entirely understandable that, in the light of both the mortgage problems and the lack of HMO licensing, they thought they had to leave.
47. However, in relation to the RROs, this issue is something of a red herring. The person responsible for the mortgage situation is Mr Healy but he was not actually the Applicants' landlord. It is the conduct of the landlord which is relevant to determining the amount of the RROs but the Respondent is not responsible for what happened – rather, Mrs Thannhaeuser made what efforts she could to resolve the situation. While it is understandable that the Applicants raised the issue, they were mistaken in doing so and it does not help the Tribunal in determining the amount of the RROs.
48. The Applicants had complained about the Respondent chasing them for payment of the rent in the last period of their occupation in the light of the threat of eviction. However, having had it clarified that the Respondent was not responsible for that threat, they withdrew that complaint.
49. The Applicants complained that the flat was in poor condition when they moved in:
 - (a) The kitchen floor was in disrepair, dirty, and covered in dust.
 - (b) There were rat droppings in the kitchen cupboards and a dead rat in the bin.
 - (c) The Respondent did not conduct an in-person inventory check. Instead, the Applicants were sent outdated pictures that did not accurately reflect the condition of the flat. They were asked to take pictures of the flat and email them.
 - (d) The main communal entrance door to the building was broken and left open for the first month of their tenancy, posing a security risk.
50. In relation to the last point, Mrs Thannhaeuser pointed out that the main communal entrance door was the responsibility of the local authority who own the building and the other flat in it. She did her best to get it fixed and, eventually, Mr Healy did it himself.
51. As to the other points, it is clear that the Respondent did not arrange for a deep clean or redecoration prior to the Applicants moving in. The First Applicant took the Tribunal through the photos he took at the start of his tenancy which showed marked walls and doors and minor disrepair such

as a tear in the floor covering and a loose handle on a drawer. There were some wall markings which could have been evidence of penetrating damp, possibly historic, but the problems were mostly aesthetic.

52. It is normal for landlords to inspect, clean and re-decorate between tenants and it would obviously have been better if the Respondent had done so in this instance. The problem was exacerbated in that the cleaner arranged by the Respondent failed to turn up on occasion (Mrs Thannhaeuser eventually dispensed with her services). The Second Applicant and her flatmate had to carry out a considerable amount of cleaning themselves but she admitted that this didn't bother her much and she was happy to continue playing her part in keeping the flat clean during the rest of her stay. In the circumstances, the Tribunal is not satisfied that the Respondent's conduct is sufficient in this instance to justify any significant increase in the amount of the RROs.
53. Mr and Mrs Thannhaeuser accused the Applicants of having alleged that the flat had been rendered "uninhabitable", another of their alleged lies. On closer examination, that word appeared in the DPS Adjudicator's decision but the Applicants never said it.
54. Taking into account all the circumstances, the Tribunal concluded that the Respondent's failure to licence was a serious default which warrants a proportionate sanction but that there is no conduct by either party which needs to be taken into account in assessing the amount of the RROs.
55. In the light of the above matters, the Tribunal has concluded that the RROs should be set at 65% of the maximum amounts after deduction of the amount included in the rent for utilities:
 - (a) The First Applicant $(£6,441.44 - £350) \times 65\% = £3,959.44$
 - (b) The Second Applicant $(£6,720 - £350) \times 65\% = £4,140.50$
56. The Applicants also sought reimbursement of the Tribunal fees: a £110 application fee and a £227 hearing fee. The Applicants have been successful in their application and had to take proceedings to achieve this outcome. The Respondent did offer mediation but the Applicants felt that the necessary level of trust did not exist which is understandable in the light of the Respondent's unjustified allegations of fraud and fabrication. The Tribunal concluded that it is appropriate that the Respondent reimburses the fees.

Name: Judge Nicol

Date: 21st April 2026

Rights of appeal

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

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

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

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

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

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

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63,and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—
 - (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,as the case may be.
- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.
- (8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

- (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
 - (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (9) The conditions are–
- (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

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
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “*an offence to which this Chapter applies*” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

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

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

Section 41 Application for rent repayment order

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if –
- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
 - (b) the offence was committed in the period of 12 months ending with the day on which the application is made.
- (3) A local housing authority may apply for a rent repayment order only if –
- (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord 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);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

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.