



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

Case reference : **LON/00AU/HMG/2025/0648**

Property : **7 Willow Court, Eden Grove, London N7 8EH**

Applicant : **Mr William Flett Garden**

Representative : **In person**

Respondent : **Mr Mohammed Noorul Islam**

Representative : **Miss Kaneez Fatima Owaisi of Counsel**

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

Tribunal members : **Judge N Hawkes**
Mr A Lewicki FRICS

Venue and date of hearing : **10 Alfred Place, London WC1E 7LR on 10 April 2026**

Date of decision : **16 April 2026**

DECISION

Decisions of the Tribunal

1. The Tribunal makes a rent repayment order in favour of the Applicant in the sum of £8,100 for the period 30 October 2023 to 31 October 2024. This sum is payable by the Respondent within 28 days of the date of this decision.

2. The Tribunal orders the Respondent to, within 28 days of the date of this decision, reimburse the Tribunal fees in the total sum of £341 paid by the Applicant.

The background

1. By an application dated 9 July 2025 the Applicant, Mr Garden, applied for a rent repayment order (“RRO”) pursuant to section 41 of the Housing and Planning Act 2016 (“the 2016 Act”) against the Respondent, Mr Islam.
2. It is common ground that, from 2018 until 31 October 2024, the Applicant was a periodic tenant of the Respondent at 7 Willow Court, Eden Grove, London N7 8EH (“the Property”).
3. On 25 October 2025, the Tribunal issued Directions leading up to a final hearing (“the Directions”).

The hearing

4. The final hearing took place on 10 April 2026 as a face-to-face hearing at 10 Alfred Place, London WC1E 7LR.
5. The Applicant attended the hearing in person and gave oral evidence. Miss Owaisi of Counsel represented the Respondent. The Tribunal was informed that the Respondent wished the hearing to proceed in his absence because he was aboard.
6. The Directions had provided information concerning how to give evidence from abroad. On asking Ms Owaisi why Mr Islam had not applied for the hearing to be converted to a remote or hybrid hearing, the Tribunal was informed that he was located in a region where the connectivity was poor. On asking Ms Owaisi why, on being notified of the hearing date, Mr Islam had not sought a postponement until he was back in the United Kingdom, the Tribunal was informed that there were personal reasons.
7. In all the circumstances, the Tribunal was satisfied that Mr Islam was aware of the hearing and that it was in the interests of justice to proceed in his absence.
8. The Tribunal explained that both parties’ cases would need to be presented orally at the hearing. The Tribunal notes that, in *Arrowdell Limited v Coniston Court (North) Hove Limited* LRA/72/2005, it was held at [23] that the Tribunal “*must not reach a conclusion on the basis of evidence that has not been exposed to the parties for comment.*”

9. After the Tribunal had expressed a preliminary view that the fire safety issues raised by the Applicant, if established, were serious in nature and presented a risk to life and limb, Ms Owaisi made an oral application for an adjournment to enable the Respondent to obtain expert evidence.
10. After having considered the overriding objective pursuant to rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal refused this application for the following reasons:
 - (i) The fire safety issues had been raised by the Applicant at page 19 of his bundle, paragraph 6.0. The Respondent had therefore had ample time to instruct an expert and to apply for permission to rely upon expert evidence in advance of the hearing.
 - (ii) It is unlikely to be possible for any proposed expert to inspect the Property because it was sold by Mr Islam in 2024. Even if access could be obtained, the condition of the Property is likely to have changed since Mr Islam sold the Property.
 - (iii) Photographs of the Property taken by the Applicant when he was a tenant have been provided in the Applicant's bundle.
 - (iv) To have postponed the hearing would have caused delay and inconvenience to the Applicant, who had set aside the day to attend.

The issues in dispute

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. Statutory guidance for Local Housing Authorities concerning RROs under the 2016 Act was published on 6 April 2017 ("the Statutory Guidance"). The Tribunal has had regard to the Statutory Guidance in determining this application.
13. 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.”

14. Section 43 of the 2016 Act provides:

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.

15. The relevant offences are set out at section 40 of the 2016 Act and include the control or management of an unlicensed house in multiple occupation (“HMO”), see section 72(1) of the Housing Act 2004.
16. Miss Owaisi informed the Tribunal that the only issue in dispute is quantum of the RRO because it is accepted that the Respondent was managing and controlling the Property; that the Property required but did not have an HMO licence; that the Respondent had no reasonable excuse; and that there is no basis for submitting that the Tribunal should not exercise its discretion to make a RRO.
17. If this concession had not been made, the Tribunal would have been satisfied beyond reasonable doubt on the basis of the Applicant’s evidence that the alleged offence was committed throughout the time when the Applicant was the Respondent’s tenant at the Property; that the Respondent had no reasonable excuse; and that the Tribunal should exercise its discretion to make a RRO.
18. The Applicant did not dispute an assertion made by the Respondent at paragraph 12 of his witness statement that:
- “The property was sold in October 2024, and the tenancy with me ended on 31 October 2024. After that date, I had no control or management of the property and no involvement with the Applicant’s occupation.”*
19. Although he had initially sought a RRO for a period of 12 months ending on 6 March 2025, the Applicant submitted that the relevant period could instead be amended to the period of 12 months ending on 31 October

2024. He stated that he had paid rent in the total sum of £9,000 during this period and that he had not been in receipt of Universal Credit.

20. Miss Owaisi initially sought to argue that the relevant period must be 12 months ending with the date of the application. However, after giving the matter further consideration, she accepted that if the offence was committed in the period of 12 months ending with the day on which the application is made (9 July 2025 in the present case), the RRO could be sought in respect of any twelve-month period.
21. The parties then agreed that an RRO could be sought in respect of the period 30 October 2023 to 31 October 2024 and that the sum of £9,000 was paid by the Applicant to the Respondent as rent during this period. However, Ms Owaisi went on to stress that the sum of £9,000 is not the starting point and that an award of 100% of the relevant rent is reserved for the most serious cases.

The Tribunal's determinations

22. Section 44 of the 2016 Act specifies the factors that a Tribunal must take into account determining the amount of an RRO. Further, helpful guidance has been provided by the Upper Tribunal in *Acheampong v Roman* [2022] UKUT 239 (LC).
23. In summary, the Tribunal must:
 - (i) ascertain the whole of the rent for the relevant period;
 - (ii) subtract any element of that sum that represents payment for utilities that only benefited the tenant;
 - (iii) consider how serious the 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?
 - (iv) finally, 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) of the 2016 Act, namely (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 identified in the table at s.45 HPA 2016.

24. As regards (i) and (ii) the parties agreed that the relevant figure is £9,000 and it was not suggested that any element of that sum that represents payment for utilities that only benefited the tenant.
25. In considering how serious the offence was, the Tribunal has had regard to *Acheampong*, to *Newell v Abbott* [2024] UKUT 181, and to the list of comparative cases referred to in that judgment. Whilst each case turns on its own facts, we note the importance of consistency and that the pattern of decisions in other cases is a necessary point of reference and a relevant factor to which regard should be had.
26. At paragraph 20c of *Acheampong*, it is suggested that decision makers should adopt the following approach when assessing the seriousness of an offence:

"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."
27. *Newell v Abbott* was a case concerning Selective Licensing. In our judgment, the offence in the present case is more serious due to the higher risks and responsibilities involved in letting houses in multiple occupation. The Respondent did not dispute the Applicant's case that the offence was committed from 2018 until 31 October 2024, which is a considerable period of time.
28. The Tribunal found the Applicant to be a reliable and considered witness, and we have no hesitation in accepting his oral evidence on the balance of probabilities (and also to the criminal standard of proof).
29. The Tribunal has taken into account the hearsay evidence of the Respondent in the form of his witness statement. However, we do not place any significant weight on this evidence because it could not be tested in cross-examination, and due to the internal inconsistency which is referred to below.
30. The Applicant gave evidence that his photographs were taken during the course of the tenancy and, although he cannot recall the date, that they are representative of the condition of the Property throughout the tenancy.

31. The Tribunal is satisfied on the basis of the Applicant's oral evidence and photographs that there were no fire doors; no means of escape in the case of a fire without going past the kitchen (which had no door at all); no fire blankets; and no smoke alarms at the Property throughout the period of his tenancy.
32. Applying the Tribunal's general knowledge and experience as an expert Tribunal, these conditions created such a serious fire hazard at the Property that a licence would not have been granted for its occupation had it been applied for, and the condition of the Property demonstrates a concerning disregard for the tenants' physical safety. We also accept the Applicant's evidence that there was no mechanical ventilation in the bathroom or kitchen (and no window in the bathroom).
33. These factors could be considered relevant to both the seriousness of the licensing offence and to the conduct of the landlord and the Tribunal has taken care to avoid double counting.
34. As regards the conduct of the landlord, the Tribunal accepts the Applicant's evidence that the following assertion made at paragraphs 4 and 5 of the Respondent's witness statement are simply not true:

"4.The Applicant and I had been good friends for a number of years. In or around November 2018, he approached me in a distressed state and explained that he urgently needed somewhere to stay. At that time, I had [the Property] vacant. I had no intention of letting it out, but because of our friendship and his circumstances, I agreed to allow him to stay there.

5.The original arrangement was simply to help him temporarily. The Applicant later told me that he needed documentary proof of address of administrative purposes. I was reluctant, but because of our friendship, I agreed to provide him with a tenancy agreement."

35. The Applicant applied to introduce, as late evidence, a copy of an email dated 18 November 2018 which he received from a Lettings Manager at Abbey Mews Letting Agents, arranging to let the Property to him. Miss Owaisi objected to the introduction of this late evidence and, in any event, the Tribunal accepts the Applicant's oral evidence that he found the Property on the website www.spareroom.co.uk; that professional letting agents showed him around the Property and corresponded with him concerning the proposed tenancy; and that the first time he met the Respondent was when he signed the tenancy agreement.
36. The Applicant explained that he was 25 years old at the relevant time and he had only just moved to London from Scotland. The Respondent was a much older man living in London and who the Applicant would not have had any cause to meet before he became his tenant.

37. The Applicant also informed the Tribunal that, after he became the Respondent's tenant, no friendly relationship developed and they never saw each other socially. His only dealings with the Respondent were in respect of matters relating to the tenancy. The Applicant gave evidence that the Respondent was not a "hands on" landlord; he took four weeks to repair a washing machine and six weeks to repair a fridge during the summer months.
38. The Applicant also gave evidence that the Respondent failed to protect his deposit and that it was through the course of seeking to recover the deposit that he became aware of the HMO licensing requirements and other obligations to which landlords are subject.
39. As regards the conduct of the tenant, the Respondent seeks to rely upon the fact that the Applicant did not complain that the Property was unlicensed or about certain safety issues until after his tenancy had ended and he had left the Property.
40. We accept the Applicant's evidence that this is because he only became aware of the relevant legal requirements after the tenancy had ended when he was seeking the return of his deposit. Further, there is no onus on a tenant to inform the landlord of the landlord's responsibilities and the Respondent's attempt to blame the Applicant for not informing him earlier that he was in breach of his obligations is not to the Respondent's credit. We are not satisfied that there is any conduct on the part of the Applicant which justifies a reduction in the level of the RRO.
41. As regards the financial circumstances of the landlord, the Applicant gave evidence, which the Tribunal accepts, that in around 2020 the Respondent told him that he had his brothers had 20 properties, including a property in Wales. However, the Applicant very fairly volunteered that he saw no documentary evidence in support of this assertion, and that it is not possible to know whether any other rental properties which the Respondent had have since been sold.
42. The Respondent states at paragraph 22 of his witness statement:
- "22. My financial circumstances are also relevant for the Tribunal to understand. I am not a professional landlord and I do not have a large property portfolio. I do not own "20 properties" or anything close to that. The flat at Willow Court was the one flat which I have ever let out, and it is not part of any business operation. It was simply a property that I had available at the time and I agreed to let it out because the Applicant needed somewhere to live."*
43. However, at paragraph 7 of the same witness statement, the Respondent states:

“7.I also want to explain my understanding at the time regarding licensing. I did not know that the property required an HMO licence. I have never been told by anyone that the flat fell under Islington’s additional licensing scheme and I had never previously needed a licence for similar arrangements.”

44. The reference to previous “similar arrangements” appears inconsistent with the assertion that the Property was the one flat which the Respondent has ever let out. Whilst it is unclear whether the Respondent gave an accurate account when he told the Applicant that he and his brothers have twenty properties, the Tribunal is satisfied on the balance of probabilities on the basis of Respondent’s reference to previous similar arrangements that the Respondent was not a first time landlord.
45. We do not place any weight on the assertions made by the Respondent in his witness statement concerning the financial pressures which he is said to be under because these assertions are unsupported by any documentary evidence; the Respondent’s evidence could not be tested through cross-examination; and we have found other aspects of the Respondent’s evidence to be inaccurate.
46. The Applicant confirmed that he does not assert that the Respondent has at any time been convicted of an offence identified in the table at s.45 of the 2016 Act.
47. After having taken the factors set out above into account, and placing particular weight on the very serious fire safety hazards at the Property, the Tribunal makes a RRO against the Respondent in the sum of £8,100 (90% of the rent) for the period 30 October 2023 to 31 October 2024.

The reimbursement of Tribunal fees

48. The Tribunal makes an order under Rule 13(2) of the Tribunal Procedure (First-Tier Tribunal)(Property Chamber) Rules 2013 requiring the Respondent to, within 28 days of the date of this decision, reimburse the Tribunal fees in the total sum of £341 paid by the Applicant in respect of these proceedings.
49. In making this order, the Tribunal places weight on the fact that the Applicant has been successful in obtaining a RRO and has taken into account all of the findings which are set out above.

Name: Judge N Hawkes

Date: 16 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).