



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

Case reference	:	CAM/33UG/HMK/2025/0601
Property	:	199 Sentinel House, Surrey Street, Norwich NR1 3SZ
Applicants	:	1. Ekow Ampah 2. Nana Kwabena Agyapong Adjei 3. Valentino Nduro Boateng 4. Tuahir Ouro-Bodi 5. Enoch Owusu-Afriyie
Respondents	:	1. Lomond Property Lettings Limited (t/a Lomond Investment Management) 2. BCR Investments Ltd
Type of application	:	Application by Second Respondent for permission to appeal
Tribunal member	:	Judge M. Hunt
Date of decision	:	10 September 2025

DECISION

1. The Tribunal will not review its decision.
2. Permission to appeal is refused.
3. The application for a stay of the rent repayment order is refused.

REASONS

1. The Applicants sought a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016 (the “Act”). The Tribunal made a rent repayment order

requiring the Second Respondent to repay to the Applicants £24,805, amounting to 90% of the rent paid during the period in dispute.

2. The Second Respondent seeks permission to appeal this decision, exclusively on the basis that the amount ordered to be repaid was excessive. It also seeks a stay of the rent repayment order.
3. The Tribunal has determined this application “on the papers”, which is the basis on which all permission to appeal applications proceed, unless ordered otherwise. In accordance with Rule 53 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the “Rules”), the Tribunal must first decide whether to undertake a review of its decision.
4. In accordance with Rule 55, the Tribunal may only review its decision if satisfied that a ground of appeal is likely to be successful. As explained below, the Tribunal is not so satisfied. Accordingly, it will not review its decision.
5. As to the application for permission to appeal, the Second Respondent raised several submissions explaining why it believes the Tribunal failed to properly consider its conduct, and that of the Applicants, in reaching its decision (as required by section 44(4) of the Act). The Tribunal will address them in turn, in the order in which they appear in the grounds of appeal.
6. A recurring theme is that the Tribunal placed insufficient weight on certain considerations. The application of weight as between different accounts and evidence, or to particular considerations, is a matter for the First-tier Tribunal. Such judgements will not readily be revised by the Upper Tribunal unless the findings made are irrational.

Landlord conduct

- (1) The Tribunal generally gave insufficient weight to the reality of the relationship between the Second Respondent and its agents, Abbot Fox and the First Respondent.
- (2) The Tribunal erred in placing reliance on Abbot Fox’s standard terms and conditions, rather than the position in practice.
7. The Tribunal noted the terms of the Second Respondent’s agreements with its agents. It noted that a landlord retains primary responsibility for its properties and is expected to understand its responsibilities (e.g. at paragraph 68). As the Second

Respondent itself accepts, it is “fixed with” the actions of its agents. The Tribunal was entitled to conclude that the agency relationship was as recorded in the agency contracts, in preference to generalised assertions that the nature of the relationship was somehow different. It is not controversial to rely on contractual documentation as a starting point, or indeed end point, in the assessment of parties’ respective responsibilities. In any event, in this case, as the Tribunal highlighted, it had little evidence to find otherwise. If the Second Respondent wishes to raise issues as to any potential breach of contract by its agent(s), those matters can be raised in separate proceedings. There are no reasonable prospects of any appeal being successful on this basis.

(3) The Tribunal reached an unrealistic view as to the Second Respondent’s ability to resolve the matter.

8. This argument ignores paragraphs 69 and 72 where the Tribunal expressly recognised the Second Respondent’s position. The Tribunal had a clear view of the sort of actions that could reasonably have been taken, but were not (paragraphs 72-76). The Second Respondent’s “Supporting Argument” emphasises the restrictive covenant in the Second Respondent’s lease. The Tribunal noted that the Second Respondent should have had knowledge of this at all times and that there was no evidence any of the agents did. It also noted that there may well have been no way around this other than to bring the tenancy to an end (paragraph 72). This was entirely “realistic”. The Tribunal was entitled to reach these conclusions and it took full and proper account of the Second Respondent’s position in reaching its overall decision. Accordingly, there are no reasonable prospects of any appeal being successful on this basis.

(4) The Tribunal gave insufficient weight to the First Respondent’s role in seeking to resolve the issue from June 2023.

(5) The Tribunal gave insufficient weight to the First Respondent’s advice to the Second Respondent as to its options to address the challenges presented by the headlease

9. These submissions are related to the first two, and the response is repeated. Additionally, the Tribunal noted the First Respondent’s role, but found this did not absolve the Second Respondent from its own responsibilities (e.g. paragraphs 62-64, repeated at paragraph 68). In any event, the Tribunal did place some weight on the First Respondent’s actions, and the Second Respondent’s reliance on those, at paragraphs 81-82. Even if the Second Respondent had “wholly” relied on the First Respondent’s advice, it did not excuse its own failures. The allocation of weight is a

matter for the Tribunal and there is no reasonable prospect of an appeal succeeding on this point.

(6) The Tribunal unreasonably made inferences as to the Second Respondent's motives in dealing with the lack of an HMO licence.

10. On the available evidence, the Tribunal was entitled to make a finding that the Second Respondent's priority was to maximise rental income, which is not an unusual objective. It was open to it to infer that this coloured the Second Respondent's actions. This is sufficient to decide this point. However, the Tribunal did not in fact find that this was any specific motivation of the Second Respondent in failing to deal with the licensing issue. It was described as the natural, and not unwanted, consequence of the failure to act sooner. In any event, read fairly and as a whole, the matter was of no significance to the overall conclusion, it being mentioned in none of paragraphs 74-76 or thereafter in relation to the Second Respondent's conduct. Accordingly, there is no reasonable prospect of an appeal succeeding on this point.

(7) The Tribunal misdirected itself as to the relevance of the Second Respondent being a "professional landlord"

11. The issue of the Second Respondent's status was not in dispute. It is unclear that the Tribunal made any particular findings on the point. If it did, firstly, it was not an issue that had any impact on the decision, the reasons for which are not restricted to an assessment of a "professional" landlord's conduct. The word "professional" appears only in a general explanation of the standards expected of "[a]ll landlords" at paragraph 58. Paragraph 77 highlights that the particular offence in this case was a relatively serious one on account of all the "above factors", none of which included the Second Respondent's status as "professional" or otherwise. It therefore did not calibrate the sanction on this account. Secondly, there is no established definition of "professional landlord"; it is difficult to see how else the leaseholder of 39 properties might be described. The Tribunal would have committed no error in adopting such a definition and taking it into account.

(8) The Tribunal gave insufficient weight to the nature of the breach and the impact on the Applicants.

12. Once again, matters of weight are for the Tribunal. It explained its decision adequately, demonstrating that it took all relevant matters into account. For this reason alone, this ground of appeal is hopeless and permission to appeal should be

refused. Additionally, it is incorrect to say that the Applicants suffered no impact, the impacts are described in the decision. They include that the Property was unsuited to occupation as a HMO and posed fire risks (paragraph 76) and that the Applicants felt compelled to vacate during their exams due to the service of a section 21 notice, which was invalid and therefore contained incorrect information about their rights.

Applicant conduct

(9) The Tribunal failed to take into account the evidence before it of the condition in which the property was left.

13. Once again, matters of weight are for the Tribunal. It noted the condition report, reviewed its contents and the photos it contained, and heard the Applicants' evidence (paragraph 29). It is an expert Tribunal and the conclusion it reached was within those reasonably available to it. Accordingly, permission to appeal should be refused.
14. In summary, none of the grounds of appeal or arguments have any reasonable prospects of success and permission to appeal was refused.
15. As no appeal has been permitted to proceed, there was no reason to stay the rent repayment order.
16. As to the Second Respondent's allegation that the Applicants are failing to authorise release of the deposit on account of rent, the Tribunal has no jurisdiction to make any specific order. The parties agreed at the hearing that the deposit formed part of the rent paid and the Tribunal had no reason to look beyond that. Practically, the Tribunal does not understand why the deposit cannot simply be released back to the Applicants and deducted from the overall sum to be repaid (irrespective of any further appeal, as the Second Respondent accepts that it must repay at least 50% of the rent received whatever the outcome).

Further application for permission to appeal

17. In accordance with section 11 of the Tribunals, Courts and Enforcement Act 2007 and Rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the Respondent may make a further application for permission to appeal to the Upper Tribunal (Lands Chamber). Such application must be made in writing and received by the Upper Tribunal (Lands Chamber) no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to him.

18. Where possible, you should send your further application for permission to appeal by email to Lands@justice.gov.uk, as this will enable the Upper Tribunal (Lands Chamber) to deal with it more efficiently. Alternatively, the Upper Tribunal (Lands Chamber) may be contacted at: 5th Floor, Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL (telephone: 020 7612 9710).

Judge M. Hunt

10 September 2025