



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

Case reference : **LON/00BG/HMF/2025/0732**

Property : **118 Broomfield Street, London E14 6BQ**

Applicants : **(1) Mr Gulam Rakib Ahmed
(2) Mr Mustafa Mustafa
(3) Mr Taqbir Choudhury**

Representative : **Ms Eva Sherratt – Justice for Tenants**

Respondent : **Mr Abul Kalam Azad**

Representative : **In person**

Type of application : **Application for a Rent Repayment Order
by Tenants – Sections 40, 41, 43 & 44 of
the Housing and Planning Act 2016**

**Tribunal
member(s)** : **Judge J P Donegan
Mr Matthew Williams MRICS (Building
Safety Professional Member)**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **07 May 2026**

DECISION

Decision of the Tribunal

- 1. The Tribunal makes the following rent repayment order ('RRO').**
- 2. The respondent shall repay £24,480 (Twenty-Four Thousand, Four Hundred and Eighty Pounds) to the applicants by 04 June 2026.**
- 3. The respondent shall reimburse the Tribunal fees paid by the applicants in the total sum of £336 (Three Hundred and Thirty-Six Pounds). The respondent must pay this sum to the applicants by 04 June 2026.**

The background

1. The respondent is the registered leaseholder of 118 Broomfield Street, London E14 6BQ ('the Property'), which is a ground and first-floor maisonette.
2. The applicants were assured shorthold tenants of the Property between 01 September 2003 and 31 August 2024. Initially they were granted a three-month tenancy on 01 September 2023. They were then granted a nine-month tenancy on 01 December 2023. Both tenancy agreements name the respondent as the "*Landlord*" and all three applicants as the "*Tenant*". They also name Oliver Brooks Limited ('OBL') as the "*Managing Agent*". The rent throughout both tenancies was £2,550 per month, although the first agreement incorrectly refers to £2,500 per month on the second page. Both agreements include a landlord's covenant to provide quiet enjoyment (clause 7(a)).
3. Clause 6A(ii) of both agreements required the Tenant "*to arrange for electricity, gas and telephone services (as available to the Property) to be transferred into the Tenant's name and to pay all accounts rendered in respect of the Property....*". Clause 6a(v) required the Tenant to "*Pay all Water Rates, all Council Tax charges an any other charges levied for the Property.*"
4. The Property comprises a kitchen, sitting room and WC on the ground floor and three bedrooms and a bathroom (with basin, shower and WC) on the first floor. The applicants are not members of the same family, and each had their own bedroom. They had shared use of the kitchen, sitting room, WC and bathroom. The applicants all occupied the Property between 01 September 2023 and 31 August 2024. During this period, they paid total rent of £30,600 (12 months at £2,550). The first applicant, Mr Gulam Ahmed, collected the rent contriubutions from the other two applicants and then paid £2,550 per month to OBL.
5. On 31 October 2018 the London Borough of Tower Hamlets ('LBTH') designated an additional licensing scheme in respect of houses in multiple occupation ('HMOs'). The borough wide scheme came into force on 01 April 2019 for a term of five years. There was a further

designation on 25 October 2023, and a second borough wide scheme came into force on 01 April 2024, for a further term of five years.

6. During both schemes, a person having control or managing a prescribed HMO within the borough must apply to LBTH for a licence. Failure to apply for a licence is an offence under section 72(1) of the Housing Act 2004 ('the 2004 Act'). The Property is within the borough and was not licensed during the applicants' tenancies.

The Tribunal application and procedural history

7. The applicants seek a RRO pursuant to sections 40 to 44 of the Housing and Planning Act 2016 ('the 2016 Act'). They have submitted two Tribunal applications; the first covers the rent from 01 September 2023 to 31 March 2024 and the second covers rent for 01 April to 31 August 2024.
8. Directions were issued on the first application on 04 June 2025. These required both parties to produce hearing bundles and the case was listed for a face-to-face hearing on 31 October 2025. The applicants produced a bundle, but the respondent did not. The hearing was attended by the applicants, their representative, the respondent and his letting agent (Mr Imran Hussain of OBL). The Tribunal postponed the hearing as the respondent, whose first language is Bengali, was unable to represent himself in English. Further, it appeared he had instructed counsel on a direct access basis but emails from counsel had gone to his junk folder. This meant counsel was unable to obtain proper instructions. As well as postponing the hearing, the Tribunal gave further directions including provision for the respondent to produce a hearing bundle by 21 November 2025.
9. On 05 December 2025, the Tribunal consolidated the two applications and gave further directions, including provision for supplementary bundles from the parties.
10. The applicants produced an extended bundle, dealing with both applications, on 16 January 2026. In breach of the two sets of further directions, the respondent did not produce a hearing bundle or supplementary bundle.
11. The Tribunal wrote to the parties on 05 February 2026, informing them a hybrid hearing would take place on 29 April 2026.
12. The relevant legal provisions are set out in the appendix to this decision.

The hearing

13. The hearing took place at 10 Alfred Place, London WC1E 7LR on 29 April 2026. The applicants were represented by Ms Eva Sherratt from Justice for Tenants ('JFT'), who attended in person with the first applicant. The second and third applicants, Mr Mustafa Mustafa and Mr Taqbir Choudhury, attended remotely by video. The respondent attended in

person and was not represented. He was assisted by a Bengali interpreter, arranged by the Tribunal. Mr Hussain of OBL also attended in person.

14. The applicants relied on their extended bundle, which runs to 248 pages, two video-clips of the interior of the Property, as well as a skeleton argument from JFT filed on 28 April 2026. The bundle includes copies of the Tribunal applications and directions, the applicants' statement of case and witness statements, the tenancy agreements, proof of the rent payments and the additional licensing designations.
15. There were no documents from the respondent. At the start of the hearing, I explained he could not give evidence nor make oral submissions in the absence of any documents but could cross-examine the applicants.
16. Initially, the respondent said he had not received the applicants' skeleton argument. I supplied him with my copy and adjourned the hearing briefly so he could consider this with the interpreter. It later transpired he already had a copy.
17. All three applicants gave oral evidence and verified their respective witness statements. It is unnecessary to recite their evidence in full, as little was in dispute and there was limited cross-examination. In brief, they contend:
 - (a) they were not supplied with electrical or gas safety certificates or an energy performance certificate ('EPC') for the Property,
 - (b) there were no smoke detectors in any of the rooms,
 - (c) the toilet in the ground floor WC was loose between the date they moved in and May 2024,
 - (d) the toilet in the first-floor bathroom also became loose and started leaking,
 - (e) when the issue with the upstairs toilet was reported to OBL on 23 March 2024, Mr Hussain responded, "*I've seen women live in a worser state*", told them not to use the toilet and threatened to give notice,
 - (f) OBL failed to arrange repairs to the upstairs toilet and when they raised this on 07 May 2024, Mr Hussain responded "*Are you ok to end the contract*",
 - (g) due to these issues, the first applicant had to use toilets at his university and the second and third applicants had to use toilets at their respective workplaces,
 - (h) there was no extractor fan in the bathroom, which led to dampness and mould,
 - (i) the respondent visited the Property several times, unannounced or with little notice and when they took issue with this, he threatened eviction,

- (j) they vacated at the end of the second tenancy “*as it was terrible poorly managed property*”, and
 - (k) the Property was unlicensed throughout their tenancies/occupation, and they seek to recover the full rent paid.
18. There was brief cross-examination, via the interpreter, with the respondent challenging his interaction with the applicants and stressing he delegated all responsibility to the agents (OBL), who arranged the tenancies and managed the Property. He sought to produce a management agreement with OBL, which I refused as it had not been disclosed within the proceedings.
 19. Ms Sherratt made oral closing submissions, based on the skeleton argument and referred to various authorities, including in ***Acheampong v Roman [2022] UKUT 239 (LC)*** and ***Newell v Abbott [2024] UKUT 181 (LC)***. ***Newell*** includes a summary of Upper Tribunal decisions on quantum and Deputy Chamber President Martin Rodger KC made a ‘conduct-neutral’ award of 60%. Ms Sherratt submitted this case is more serious and justified a higher award. She relied on the awards in ***Simpson House 3 Ltd v Osserman [2022] UKUT 164 (LC)*** (around 80%) and ***Wilson v Arrow*** (determined at the same time as ***Aytan v Moore [2022] UKUT 27 (LC)*** and under the same reference) (90%), both referred to in ***Newell***. She invited the Tribunal to order repayment of 85% of the total rent, taking account of these awards and the respondent’s bad conduct.
 20. In addition to the oral and written evidence and submissions, we also considered the two video clips supplied by the applicants. These are brief and undated. They show the general condition of Property was basic but do not show the defects in the WC or bathroom and were of limited assistance.

Findings

21. The Property was an HMO throughout the applicants’ tenancies/occupation. It meets the converted flat test at section 254(3) of the 2004 Act in that it is self-contained, the living accommodation was occupied by the applicants as their only or main residence, their occupation constituted the only use of that accommodation, they paid rent for this occupation, did not form a single household, and shared one or more of the basic amenities (the kitchen, living room, WC and bathroom).
22. The Property is within the borough of LBTH, so the 2018 and 2023 additional licensing designations both apply. The Property was unlicensed throughout the applicant’s tenancies/occupation.
23. The respondent was the applicants’ landlord throughout the tenancies, as evidenced by the tenancy agreements.

24. The Tribunal is satisfied, beyond reasonable doubt that an offence has been committed under section 72(1) of the 2004 Act in that the respondent controlled or managed an unlicensed HMO which was required to be licensed. He is named as the Landlord in the tenancy agreements and is the registered leaseholder of the Property.
25. There was no reasonable excuse for the respondent's failure to licence the Flat that might provide a defence under section 72(5). Although the respondent attended both hearings, he has not engaged with these proceedings and failed to file a hearing bundle or supplementary bundle. There was no explanation for his failure to licence the Property. The fact his agents, OBL arranged the tenancies and managed the Property is no excuse. The appointment of agents does not absolve him of responsibility.
26. We accept the applicant's evidence they were not supplied with electrical or gas safety certificates for the Property or an EPC and there were no smoke detectors in any of the rooms.
27. We also accept the applicants' evidence regarding the broken toilets, lack of ventilation and damp/mould in the bathroom, the respondent's visits to the Property and the implied threats of eviction from both the respondent and Mr Hussain. We should add that Mr Hussain's response to the initial complaint about the upstairs toilet was dismissive, misogynistic and wholly unprofessional. Taking all these factors into account, we find the respondent breached the covenant for quiet enjoyment in both tenancy agreements.

The Tribunal's decision

28. Having satisfied itself that an offence had been committed under section 72(1) of the 2004 Act, the Tribunal then considered whether to make an RRO. Given the respondent's failure to licence the Property throughout the twelve-month period of the tenancies and the seriousness of this offence it is appropriate to make such an order.
29. This is an application under section 41 of the 2016 Act and the amount of the RRO falls to be determined under section 44. The respondent has not been convicted of any offence (section 44(4)(c)).
30. In ***Acheampong*** Judge Cooke gave the following guidance on the quantifying RROs:
 - "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 made by made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same 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).”*

- 31. Following this approach, the rent paid during the relevant period (01 September 2023 to 31 August 2024) was £30,600. There is no deduction for utilities or Council Tax, as the applicants were contractually liable to pay these in addition to their rent.
- 32. A failure to licence an HMO is a serious offence, but, as acknowledged by Ms Sherratt, is less serious than some of the other offences listed at section 40(3) of the 2016 Act. Having regard to our findings; particularly the respondent’s failure to provide gas or electrical safety certificates, the absence of smoke detectors in the rooms and the prolonged problems with the toilets combined with the 12-month duration of the offence, this case is towards the upper end of the RRO offence scale. Taking account of the various UT awards summarised in **Newell**, the seriousness of the offence justifies repayment of 70% of the rent. This is slightly lower than the 75% awarded in **Choudhury v Razak** (heard with **Acheampong** under the same reference and referred to in **Newell**), which involved an unlicensed flat not in a satisfactory condition where there were failings in fire safety equipment, the tenants’ deposit was not protected, and the landlord did not hold gas or fire safety certificates.
- 33. Finally, we considered the section 44(4) factors. Again, having regard to our findings there was clear misconduct on the part of the respondent and his agents, OBL. Of particular note was Mr Hussain’s dismissive and unpleasant response to the initial complaint about the upstairs toilet, the implied threats of eviction and the breach of the covenant for quiet enjoyment. There was no suggestion of poor conduct on the part of the applicants, and the respondent supplied no evidence as to his financial circumstances that might justify a reduction in the RRO. Taking all these factors into account, we increase the award to 80% of the rent paid.
- 34. All of this means the respondent must repay £24,480 to the applicants being 80% of the total rent paid during their tenancies (£30,600). This sum must be repaid within 28 days of this decision.

35. In their skeleton argument, the applicants requested a refund of the application and hearing fees paid to the Tribunal. Given the outcome of the case, the Tribunal also orders reimbursement of these fees pursuant to rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules. These total £336 and must be reimbursed within 28 days of this decision.

Name: Judge J P Donegan

Date: 07 May 2026

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.

Appendix of relevant legislation

Housing Act 2004

PART 2

LICENSING OF HOUSES OF MULTIPLE OCCUPATION

55 Licensing of HMOs to which this Part applies

- (1) This Part provides for HMOs to be licensed by local housing authorities where –
 - (a) they are HMOs to which this Part applies (see subsection (2)), and
 - (b) they are required to be licensed under this Part (see section 61(1)).
- (2) This Part applies to the following HMOs in the case of each local housing authority –
 - (a) any HMO in the authority's district which falls within any prescribed description of HMO, and
 - (b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in that designation.
- (3) The appropriate national authority may by order prescribe descriptions of HMOs for the purposes of subsection 2(a).

...

56 Designation of areas subject to additional licensing

- (1) A local housing authority may designate, either –
 - (a) the area of their district, or
 - (b) an area in their district,as subject to additional licensing in relation to a description of HMOs specified in the designation, if the requirements of this section are met.

...

72 Offences in relation to licensing of HMOs

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

- (c) for failing to comply with the condition,
as the case may be.

...

254 Meaning of “house in multiple occupation”

- (1) For the purposes of this Act a building or a part of a building is a “house in multiple occupation” if
 - (a) it meets the conditions in subsection (2) (“the standard test”);
 - (b) it meets the conditions in subsection (3) (“the self-contained flat test”);
 - (c) it meets the condition in subsection (4) (“the converted building test”);
 - (d) an HMO declaration is in force in respect of it under section 255; or
 - (e) it is a converted block of flats to which section 257 applies.
- (2) 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.
- (3) A part of a building meets the converted flat test if –
 - (a) it consists of a self-contained flat, and
 - (b) paragraph (b) to (f) of subsection (2) apply (reading references to the living accommodation concerned as references to the flat).

...

258 HMOs: persons not forming a single household

- (1) This section sets out when persons are to be regarded as not forming a single household for the purposes of section 254.

- (2) Persons are to be regarded as not forming a single household unless –
 - (a) they are all members of the same family, or
 - (b) their circumstances are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.
- (3) For the purposes of subsection 2(a) a person is a member of the same family as another if –
 - (a) those persons are married to, or civil partners of, each other or live together as if they were a married couple or civil partners;
 - (b) one of them is a relative of the other; or
 - (c) one of them is, or is a relative of, one member of a couple and the other is a relative of the other member of the couple.
- (4) For these purposes –
 - (a) a “couple” means two persons who fall within subsection (3)(a);
 - (b) “relative” means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin;
 - (c) a relationship of the half-blood shall be treated as a relationship of the whole blood, and
 - (d) the stepchild of a person shall be treated as his child.

...

259 HMOs: persons treated as occupying premises as only or main residence

- (1) This section sets out when persons are to be treated for the purposes of section 254 as occupying a building or part of a building as their only or main residence.
- (2) A person is to be treated as so occupying a building or part of a building if it is occupied by the person –
 - (a) as the person’s residence for the purpose of undertaking a full-time course of further or higher education,
 - (b) as a refuge, or
 - (c) in any other circumstances which are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.

...

SCHEDULE 4

LICENCES UNDER PARTS 2 AND 3: MANDATORY CONDITIONS

...

- 1A- (1) Where the HMO is in England, a licence under Part 2 must include the following conditions
- (2) Conditions requiring the licence holder –
- (a) to ensure that the floor area of any room in the HMO used as sleeping accommodation by one person aged over 10 years is not less than 6.51 square meters.

...

Housing and Planning Act 2016

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and 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 to that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
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

	Act	section	general description of offence
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).

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.

...

43 Making of a rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond, a reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had 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 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).

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 this table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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 –
- the rent in respect of that period, less
 - 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 –
- the conduct of the landlord and the tenant,
 - the financial circumstances of the landlord,
 - whether the landlord has at any time been convicted of an offence to which this Chapter applies.