FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**HAV/00HB/HMF/2025/0621**
Property	**:**	**Top Floor Flat, 35 Chandos Road, Bristol, BS6 6PQ ("the premises")**
Applicants	**:**	**Emre Can Akcan** **Holly Margaret Mitchell**
Representative	**:**	**None**
Respondent	**:**	**Sharon Chauhan**
Representative	**:**	**None**
Type of Application	**:**	**Applications for a Rent Repayment Order by Tenant – Sections 40, 41, 43 44 & 45 of the Housing and Planning Act 2016**
Tribunal Members	**:**	**Judge HD Lederman** **Miss J Dalal**
Date and Venue of Hearing	**:**	**17 March 2026** **Remote hearing by Cloud Video platform**
Date of Decision	**:**	**10 April 2026**

DECISION AND REASONS

Decision of the Tribunal

The Tribunal:

a. Orders the Respondent to make payment of a total amount of £179.40 to both Applicants jointly as a Rent Repayment Order ("RRO") under section 43 of the Housing and Planning Act 2016 ("the 2016 Act") for the period 6th August 2025 to 10 September 2024 (inclusive).

b. Makes no Order for reimbursement of application or hearing fees to the Applicants.

Reasons

Preliminaries

1. In these reasons, references to the page numbers in the Applicants' Bundle (consisting of 60 numbered pages) are described as [ ]. That bundle also contained lengthy legal submissions. That bundle contained a witness statements from Piotor Toporowski working for Bristol District Council dated 15th August 2025 at pages [29-30] and 26th January 2026 at pages 20-21]. None of the parties sought to challenge the evidence of Piotor Toporowski. He was not called to give live evidence. His evidence was unchallenged.

2. Where narrative, facts or descriptions are recited, they should be treated as the Tribunal's findings of fact unless stated otherwise. These reasons address in summary form the key issues raised by the application. They do not rehearse every point raised or debated. The Tribunal concentrates on those issues which go to the heart of the application.

3. The Tribunal Judge ensured before and during the hearing that all parties could see and hear the other parties and that the cloud video connection was satisfactory during active parts of the hearing. All parties were offered the opportunity of a short adjournment during the hearing and before closing submissions (closing summaries).

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The Application

4. The Tribunal is required to determine an application received on 15th August 2025 under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for a Rent Repayment Order ("an RRO") in respect of ("the premises"). It is common ground the premises comprised a top floor flat in a larger house let to both Applicants initially under an assured shorthold tenancy agreement for 6 months of 10th February 2024 with 2 double bedrooms, a kitchen, lounge and bathroom.

The Hearing and the participants

5. The Tribunal checked that all parties had the same copies of the bundle and documents before the hearing started. All parties could see and hear the

Tribunal and other participants clearly. The first Applicant worked as a software engineer or in a similar capacity. The Second Applicant a politics graduate worked in a law firm in a non-legal capacity (without legal qualifications). Both Applicants accept they had experience of renting premises before they occupied these premises. The Respondent had formerly taught law and worked as corporate lawyer at one stage. She expressed her lack of familiarity with housing law. All were intelligent and highly articulate.

6. The following issues arose:

a. Can the Applicants satisfy the Tribunal beyond reasonable doubt (so that the Tribunal is sure) that the Respondent committed the criminal offence of being a person having control of or managing a "house" which was required to be licensed but was not so licensed contrary to section 95(1) of the Housing Act 2004 ("HA 2004") in the period 6th August 2024 to 10th September 2024;
b. If any of the above were established, should the Tribunal exercise its discretion to make an RRO.
c. If so what should the amount of the RRO be (by reference to any offence or offences found to have been committed) taking into account:

(a)the conduct of the landlord and the tenant,

(b)the financial circumstances of the landlord, and

(c)whether the landlord has been convicted of an offence.

(d) the period during which any relevant offence was found to have been committed (if applicable)

d. the offence must have been committed in the 12 months ending on the day when the application for an RRO was made: see section 41(2)(b) of the 2016 Act.

Inspection

7. None of the parties contended the Tribunal needed to inspect the premises. The Tribunal considered an inspection was not proportionate or necessary to determine the issues.

Was the offence under section 95(1) of HA 2004 committed by the Respondent?

8. It was common ground or unchallenged:

8.1 the Applicants were in occupation of the premises as their primary or only residence between February 2024 and 10th September 2024.

8.2 Bristol City Council the local Housing Authority designated the ward

of Cotham as subject to selective licencing. The designation came into force on the 6th August 2024. The premises were within the ward of Cotham. Privately rented properties let to one or 2 people or single families were required be licensed under this scheme.

8.3 Bristol City Council did not receive a licensing application for the premises in the period 6th August 2024 to 10th September 2024.

8.4. There was no temporary exemption notice under section 86 of HA 2004 in place premises in the period 6th August 2024 to 10th September 2024.

9. In her statement the Respondent argued she had not committed an offence for the following reasons:

9.1 the Premises was not required to be licensed for the period 6th August 2024 to 10th September 2024 as a Notice under section 21 of the Housing Act 1988 dated 10th June 2024 (pages [5-6]) had been served upon the Applicants requiring them to leave on 10th August 2024 and the premises "could benefit from" a temporary exemption notice" ("TEN");

9.2 Mr Toporowski, of Bristol City Council confirmed that TENs "were available" to landlords for properties where a section 21 notice had been served.

9.3 Bristol City Council offered landlords such as the Respondent "grace period" to 5 November 2024 which provided her with a 'reasonable excuse' for controlling or managing an unlicensed house within the meaning of section 95(4) of HA 2004. She argued the grace period extended by BCC reflected their need to publish the introduction of the new selective licensing scheme to private landlords, the council being aware that without proper publishing they could not then argue that landlords were culpable for breach.

9.4 The Respondent argued that the Upper Tribunal decision in *Daff V Gyalui* 2023 (UKUT 134 LLC) supported her position that the temporary exemption provisions provided her with a defence to the allegation of an offence under section 95(1) of HA 2004

9.5. The Respondent argued alternatively she did not need a TEN as the premises were not occupied by anyone or rented out after 10th September 2024. She was in the process of arranging a sale of the premises in August 2024 and only allowed the Applicants to stay beyond 10th August 2024 to enable them to coordinate their acquisition of a property.

10. The Tribunal is clear (and it was not in issue) that no request for a TEN had been made to or granted by Bristol City Council after 6th August 2024. The first contact the Respondent had with the Council was in November 2024: see Mr Toporowski's statement paragraph 5 26th January 2026 at [21]

11. The Respondent was the only person managing or in control of the premises in the period 6th August 2024 to 10th September 2024 as those terms are defined in section 263 of HA 2004

Did the Respondent have a reasonable excuse for controlling or managing the premises in the relevant period without a licence?

12. The Upper Tribunal has provided guidance upon the meaning of "reasonable excuse" in *Marigold v Wells* [2023] UKUT 33 (at [48]):

> "First, establish what facts the landlord asserts give rise to a reasonable excuse (this may include the belief, acts or omissions of the landlord or any other person, the landlord's own experience or relevant attributes, the situation of the landlord at any relevant time and any other relevant external facts).
>
> Second, decide which of those facts are proven.
>
> Third, decide whether, viewed objectively, those proven facts do indeed amount to an objectively reasonable excuse for the default and the time when that objectively reasonable excuse ceased. In doing so, it should take into account the experience and other relevant attributes of the landlord and the situation in which the landlord found himself at the relevant time or times. It might assist the FTT, in this context, to ask itself the question "was what the landlord did (or omitted to do or believed) objectively reasonable for this landlord in those circumstances?"

13. The Tribunal accepts (and the Applicants appeared to agree) they "did not expect" to be vacating the premises by 10th August 2024 as they needed more time after 10th August 2024 as their purchase of premises had not been completed: see paragraphs 9-11 of their witness statement of 18 February 2026 at [9-11].

14. The Respondent argues the Tribunal should "consider principles of equity when interpreting the meaning of "reasonable excuse". She says the majority of the period for which the Applicants are claiming a rent repayment order covers the period that they requested as an extension of the Tenancy. The purpose of the legislation and the selective licensing scheme in particular is to remove rogue landlords and to protect tenants. The Applicants enjoyed a well maintained flat with a brand new bathroom and modern kitchen, 2 double bedrooms and a lounge. The Premises were her only property for rent which she has since sold and no longer rent out property: paragraph 6 of her statement page 14.

15. To the extent that the Applicants suggest that it was the Respondent's proposal that they leave after 10th August 2024, the Tribunal finds that it is more likely than not that it was the Applicants' suggestion as Holly Mitchell's message of 02 08 2024 at 19:14 makes clear on page [56].

16. That said in objective terms, whoever asked or initiated the extension after 10th August 2024, the omission to obtain a licence was not justifiable or reasonable.

17. The existence of a grace period during which Bristol City Council would not initiate enforcement of the selective licensing scheme, did not provide the Respondent with an objectively reasonable excuses for not managing or controlling the premises without a licence in the circumstances. The Respondent had no contact with the Council at all until November 2024 and was unable to point to any steps taken to ascertain the licensing position before that date.

18. Accordingly the defence of reasonable excuse has not been made out by the Respondent. The Tribunal is satisfied so it is sure the offence under section 95(1) of HA 2004 was committed between 6th August 2024 to 10th September 2024.

19. The offence was accordingly committed in the 12 months ending on the day when the application for an RRO was made.

Discretion to make an RRO

20. It is clear that in most cases where a relevant housing offence has been found to have been committed by a landlord an RRO will be made. There is very limited scope for exercise of discretion not to make an order: *LB Newham v Harris* [2017] UKUT 0264.

21. The Respondent's circumstances are very similar to many landlords who found themselves unaware of the requirement to obtain a licence. There were no exceptional or other circumstances which would justify the Tribunal in declining to make an award of an RRO.

The amount of the RRO

22. This was a significant contested issue at the hearing between the parties. Section 43(4) of the 2016 Act states :

> "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 whether the landlord has at any time been convicted of an offence to which this Chapter applies."

23. Guidance about this provision is given in *Acheampong v Roman* [2022] UKUT 239, which recommended the Tribunal should:

> "(a) ascertain the whole of the rent for the relevant period;
> (b) subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;

(c) 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 compared to other examples of the same type of offence; and
(d) consider whether any deduction from, or addition to, that figure should be made in the light of the other factors (mitigating or aggravating) 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 section 45 of the 2016 Act."

24. The Applicants paid for their utilities at the premises.

Conduct of the Respondent as landlord

25. The Applicants sought to rely upon the following in paragraph 23 of their statement on page [27] as showing that the conduct of the Respondent was poor and should justify a higher proportion of the rent paid for an award:

"(a) When a dispute arose on 6 September 2024 concerning the Respondent's refusal to process the agreed pro-rata rent refund before inspection, the Applicants' position was that the Respondent held a deposit to address condition/cleaning issues and that the rent refund was a separate obligation. When the refund was not forthcoming, the Applicants remained in occupation until the agreed end date of 10 September 2024. That was the ordinary exercise of tenants' legal rights.

(b) On 6 September 2024 at 19:46 the Respondent stated that an estate agent would attend at 11:00 the following morning. The Applicants remained in lawful occupation until 10 September 2024. The Respondent had no right to insist on access for viewings without the Applicants' consent, and the Applicants were entitled to refuse entry. The Respondent's message "I only need to give you notice not get your permission" was wrong in law and evidences a disregard for the Applicants' right to quiet enjoyment.

(c) The Respondent demanded a "professional end of tenancy clean with receipt" and threatened deposit deductions unless a receipt was produced. Requiring a tenant to pay for professional cleaning as a condition, or insisting on payment/receipt in circumstances where the tenancy should simply be returned to the required standard, is inconsistent with the Tenant Fees Act 2019. We paid £70 for cleaning.
(d) The Respondent took no steps to comply with the licensing scheme during the Relevant Period: no licence application and no TEN application, despite being aware of the scheme. She continued to accept rent after 6 August 2024 for a flat which was required to be licensed."

26. Of the two Applicants Mr Akcan was the one who took the lead on these issues. Holly Mitchell appeared to agree with him without any great enthusiasm on occasions. When asked about the provisions in clause 6 of the tenancy agreement permitting access and inspection on 24 hour notice (clause 6 on page [50]) Mr Akcan said these were overridden or subject to what he described as the right to "quiet enjoyment". He said he had obtained some of his views from Shelter and the Shelter website. He had not obtained any professional legal advice. The Tribunal notes the suggestion in clause 10.7 of the tenancy agreement at page [53] that the Applicants should consult solicitor Citizens Advice Bureau or Housing Advice Centre if they did not understand it. For reason which are unclear they did not follow that course.

27. Mr Akcan also understood clause 9.2 of the tenancy agreement on page 52 to mean that he and Holly Mitchell could get the premises cleaned at the end of the tenancy without producing any evidence to the landlord, despite the clear terms of that clause. He was unable to provide any substantiation for his view that such a clause would be inconsistent with the provision of the Tenancy Fees Act 2019. The Applicants refused to provide the copy of the receipt for their cleaner to the Respondent.

28. In the course of the hearing it became clear that Mr Akcan and Holly Mitchell were particularly upset by an incident on 7th September 2024 when the Respondent attended with her partner her son and an estate agent. Holly Mitchell's statement on page [55] addressed her version of this incident. She took some words spoken by the Respondent's husband as a threat. On questioning it appears that by this time the Applicants had put many of their belongings in boxes in readiness for moving. There were unlikely to have been any personal items of effects which they did not want to be seen, if that was their concern. This incident appears to have particularly coloured their attitude to the Respondent, although disagreements about the cleaner had also surfaced in late August: see the messages at pages [58-60].

29. The Applicants also appeared to be particularly concerned not to pay for the last few day of their stay on or around 6th September 2024 as their messages about "rent refunds" on page 58 show.

30. The Tribunal finds the circumstances in which the offence was committed were at the very lowest end of the scale of seriousness. The Applicants appeared to have dug their heels in with their understanding of the terms of the tenancy agreement, their concerns about the deposit cleaning and their distress about the inspection. There was an element of obstructiveness in their behaviour. Until the last week or so of their occupation, relationships with the Respondent appear to have been cordial.

31. There were no significant complaints about the state of the premises, the conduct of the Respondent as landlord before 6th September 2024. The Respondent returned their deposit in full without argument. The Applicants did not contend that the electrical or gas safety certificates were

not available. They argued that the "How to Rent" leaflet was provided late with the section 21 notice.

32. Holly Mitchell very frankly accepted (to her credit) that the period of the offence was very "stressful" as they were in the process of moving, The messages in the bundle indicate that the date of their move had not been finalised until quite late on that period. The Tribunal received the distinct impression that the stress contributed to their intransigent behaviour on this occasion.

33. The Tribunal takes into account that there was a "grace period" before the local housing authority would take formal enforcement action and that had the Applicants not sought to make an application for an RRO, none of these issues would have come to light.

34. The Respondent could not be categorised as a "professional landlord", in the sense that this was her only source of income and on the evidence before the Tribunal she did not own any other rental property.

35. There is no evidence of previous convictions, cautions or previous misconduct by the Respondent.

Financial circumstances of the landlord

36. The Respondent gave no evidence about this.

Conduct of the Applicants

37. The Applicants' conduct at the time towards their end of their occupation was less than co-operative and in retrospect does them little credit despite the stress they were under.

Overall evaluation

38. The Tribunal has found that the section 95 offence was committed and the purpose of the provisions in the 2016 Act is partly deterrent, punitive and to disgorge profit.

39. In the light of the foregoing, the Tribunal takes a figure of 10% of the £1795.00 rent received as the amount of the rent repayment order, for both Applicants, for the period when the offence was committed between 6th August 2024 and 10th September 2024.

Reimbursement of fees

40. The Tribunal does not consider it just or equitable to order the Respondent to reimburse the Applicants for the application fee and the hearing fee. No attempt was made by the Applicants to see if their claim could be resolved before issue of an RRO application. The Applicants made what they considered to be an offer of settlement in an email of 21st August 2025 after the application had been issued at page [32]. That email did not make any attempt at compromise as it asked for the entire sum claimed as

an RRO. On being questioned about this Applicants did not seem to think they needed to obtain advice. They have obtained very limited success.

This has been a remote hearing in part which has been consented to by the parties. The form of remote hearing was CVPREMOTE. All issues could be determined in a remote hearing in that application. The documents that we were referred to are set out above

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.