FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/12UB/HMF/2025/0003** **CAM/12UB/HMF/2025/0627**
Property	**:**	**244 Milton Road, Cambridge CB4 1LQ**
Applicants	**:**	**Alexandru Garbulet** **Florin Beica**
Representative	**:**	**In person**
Respondent	**:**	**Rizwan Chaudri**
Representative	**:**	**In person, assisted by Adnan Chaudri**
Type of application	**:**	**Application for a rent repayment order by a tenant under Sections 40, 41, 43 and 44 of the Housing and Planning Act 2016**
Tribunal members	**:**	**Judge A. Arul** **Jay Morton**
Date of hearing	**:**	**10 April 2026**
Date of decision	**:**	**15 May 2026**

DECISION

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Decisions of the Tribunal

(1) The Tribunal does not have jurisdiction to hear the applications because the time limit requirements of section 41(2)(b) of the Housing and Planning Act 2016 have not been met.

(2) The Tribunal will not therefore make a Rent Repayment Order.

(3) The Tribunal makes the determinations as set out in the decision below.

Reasons

The Applications

1. The Applicants sought determinations pursuant to section 41 of the Housing and Planning Act 2016 (the 2016 Act) for a rent repayment order ("RRO"). The Applicants allege that the Respondent landlord has committed the offence of control or management of an unlicensed house, contrary to section 72(1) Housing Act 2004 (the 2004 Act). This relates to an alleged failure to obtain a licence for a house in multiple occupation ("HMO") under Part 2 of the 2004 Act.

2. The sum sought in the application form by Alexandru Garbulet is £9,650, relating to the period of 12 months between October 2023 and November 2024 together with return of a deposit.

3. The sum sought in the application form by Florin Beica is £2,700, relating to the period of 6.5 months between August 2024 and February 2025.

Procedural history and documents

4. The applications, both dated 5 November 2025 but sent by email on the evening of 6 November 2025, were lodged at the office for the Eastern region (where the Property is situated). On 13 January 2026, a Procedural Judge gave case management directions which required that, by 10 February 2026, Mr Garbulet send a bundle of relevant documents to the Tribunal and to the Respondent; and thereafter the Respondent, by 3 March 2026, should send a bundle of relevant documents to Mr Garbulet and the Tribunal. Mr Garbulet then had permission to send, by 10 March 2026, a brief reply to the issues raised by the Respondent. On 16 February 2026, a Procedural Judge gave case management directions which required that, by 11 March 2026, Mr Beica send a bundle of relevant documents to the Tribunal and to the Respondent; and thereafter the Respondent by 25 March 2026 should send a bundle of relevant documents to Mr Beica and the Tribunal. Mr Beica then had permission to send by 1 April 2026 a brief reply to the issues raised by

the Respondent. The second set of directions noted that these were applications relating to the same Property and that they would be listed for hearing together.

5. The Applicants filed bundles of documents, for Mr Garbulet running to 46 pages and for Mr Beica running to 27 pages. Both included the application form, the directions, a copy of the relevant tenancy agreement, some extracts from bank statements showing rent payments and copies of emails or text messages.

6. The Respondent filed two bundles, running to 60 pages in respect of Mr Garbulet's application and 51 pages in respect of Mr Beica's application. These included a statement of response to the applications together with some documentation relating to the HMO licencing process and extracts from bank statements, amongst other documents.

7. On 7 April 2026 and 9 April 2026, the Tribunal office received emails from the Applicants and the Respondent making what were in effect submissions. There was also a handwritten and signed note headed 'witness statement' from a person called Iomut Mecsutu dated 10 March 2026. It did not contain a statement of truth and purported only to allege that there were eight people living in the Property between 1 March 2020 and 1 August 2020. The admissibility of these documents was considered at the start of the hearing.

8. The Tribunal has based its decision on the main bundles and the submissions made at the hearing; no site visit having been deemed necessary. All those documents have been read by the Tribunal, but it is not necessary in this decision to set out each and every one of them. They all contributed to the reasoning of the decision.

The Hearing and matters arising after the Hearing

9. The hearing was conducted via CVP.

10. The Applicants attended the hearing and represented themselves.

11. The Respondent also attended the hearing and was represented by his son, Adnan Chaudri.

12. The Tribunal considered that the emails dated 7 April 2026 and 9 April 2026 contained submissions and the parties were invited to make any points herein orally at the hearing if they do wish. In relation to the 'witness statement' from Iomut Mecsutu, Mr Beica initially stated that he wished to rely upon the document but later stated that it was not relevant to the issue of an RRO. The Respondent objected to its late admission. The only substantive point that the statement makes is that, at the given times, eight people were living at the Property. The

Respondent conceded that there were eight or nine people living at the Property at historical points in time. Iomut Mecsutu did not attend the hearing for their evidence to be tested, the statement was not served in compliance with the directions and the content of the statement had no probative value given the concession made by the Respondent. In the circumstances the Tribunal determined that it would not be in the interests of justice to admit the statement into evidence.

13. The Tribunal proceeded to hear submissions from all parties and, following the hearing, reserved its decision so that the panel could deliberate. During its deliberations the Tribunal identified that, whilst dated 5 November 2025, the applications had not been filed until 6 November 2025. The Respondent's submissions during the hearing had maintained that the application for a HMO licence had been hand delivered to the offices of Cambridge City Council on 5 November 2024. This therefore raised a live issue as to whether the Tribunal had jurisdiction to hear the applications, given the time limits imposed by section 41(2)(b) of the Housing and Planning Act 2016. This potential issue had not been apparent at the hearing so none of the parties had made submissions in relation to it. On 14 April 2026, the Tribunal office wrote to the parties inviting further submissions on the question of jurisdiction and written representations were received from all parties. This is set out in the decision section below.

The Background Facts

14. 244 Milton Road, Cambridge CB4 1LQ ("the Property") is owned by the Respondent and it is not disputed that he is the registered proprietor. We were told that the Property was originally jointly owned with the Respondent's father until he sadly passed away. Thereafter it was in family occupation, seemingly with wider members of the family occupying. This was even after the Respondent himself left to take up accommodation with his daughter in rented accommodation elsewhere which had been adapted to take account of her special needs. The Respondent's cousin left the Property around 2017 and that is when it started being let, following some discussions amongst the family about whether to sell it or let it out.

15. The Property is a semi-detached house comprising six bedrooms available for let to paying tenants. There are two bedrooms on the ground floor and four bedrooms on the first floor. There is a living/dining room to the rear of the Property on the ground floor and this has a sloped roof where it meets a conservatory. The tenants use common kitchen, bathroom and garden facilities. We were not presented with evidence as the extent of conversion, if any, which has taken place to facilitate the current specification of the Property. We were told that the heating system and cooker were powered by gas and the shower by electricity.

16. Mr Garbulet first moved into the Property on or around 29 October 2023, which is the commencement date of a written tenancy agreement between him and a Grazyna Ostapiuk as tenants and the Respondent as landlord. This agreement provided for rental of a room and use of common parts. We noted that the agreement was signed on 30 October 2023 but he confirmed at the hearing that the room was available for him the day before. The tenancy was initially for a fixed six-month term until 30 April 2024 and went into a monthly periodic tenancy thereafter. The rent payable was £700 per month, which included utility bills paid for by the Respondent except any television licence. The rent does not appear to have changed throughout the tenancy. Mr Garbulet vacated the Property on 16 November 2024 and his deposit was returned on 25 November 2024.

17. Mr Beica first moved into the Property on or around 18 August 2024, which is the commencement date of a written tenancy agreement between him as tenant and the Respondent as landlord. This agreement provided for rental of a room and use of common parts. The tenancy was for a month by month rolling term. The rent payable was £600 per month. The written agreement is a poor copy and it is not clear as to the arrangement regarding utility bills but it was common ground that these were paid for by the Respondent except any television licence. The rent does not appear to have changed throughout the tenancy. Mr Beica vacated the Property on 28 February 2025.

18. Both Applicants came to be aware of the Property as it had been advertised by another tenant, known as 'Max' who they say had occupied for a few years and they were informed was the Respondent's 'manager'. He was of Romanian descent and advertised rooms on a website used by the Romanian community. The tenancy agreements were in the Respondent's name, however.

19. There were other tenants in occupation during the same times, the Respondent told us that he would let either as six-monthly tenancies or on rolling month by month tenancies. The evidence as to exact occupants and occupancy periods was scant. There was no dispute of fact as to prior occupancy levels, it being common ground that couples had lived in the Property from time to time, so for example when Mr Garbulet occupation there had been three couples and three single tenants. Mr Beica also referred to email exchanges which he had found on Cambridge City Council's website which showed that a Michael Hayes had made, but then withdrawn, an application relating to planning in around 2016. He did not go as far as saying that the Respondent had knowledge of HMO requirements in 2016 (because HMO use is mentioned in the correspondence between Mr Hayes and the council) but suggested that he found the situation 'hard to believe'.

20. There were no specific allegations of poor conduct by any party against any other in the applications, statements in response or other documents

in the bundles. In the hearing, the Applicants responded to questions about the condition of the Property to say that it was crowded when, for example, there were nine people sharing a kitchen. They also referred to some issues arising from repairing obligations, for example the absence of an extractor fan (meaning the bathroom window needed to be left open in winter), that the shower sometimes did not work and on one occasion took a week to repair, and a leak to the dining room roof which Mr Beica described as 'raining'. The Respondent's position was that there were no formal complaints of disrepair which were not addressed and that he was always responsive when work was required.

21. The Respondent admits that the Property was operated as a HMO (meaning more than five occupants comprising more than two separate households) between 29 October 2023 and 5 November 2024, which is the date he says that he hand delivered an application for a HMO licence to the local authority, Cambridge City Council. He explained that he took it to the council offices in the afternoon and asked for it to be given to Jessica Dearden, a housing officer who had written to him in late October 2024 asserting that the Property may require a HMO licence and arranging an inspection for 12 November 2024. It seems that the letter may have been prompted by a report to Cambridge City Council by Mr Garbulet, who stated that he had read an article about HMOs and noted some features, such as the apparent need for two cookers if more than six occupants, which were not present in the Property. He did not approach the Respondent about this but notified the council directly.

22. The Property was granted a HMO licence by Cambridge City Council on 28 January 2025 for a 12-month period expiring 27 January 2026. It appears that there were some works undertaken at the request of Cambridge City Council (being conditions for the grant of a licence) between November 2024 and January 2025, which are said to have been completed promptly, and no doubt satisfactorily given the subsequent grant of the licence. In the hearing, the Respondent clarified that these works comprised installation of six fire doors, a new interlinked hard wired fire detection system and a new five-year Electrical Installation Condition Report. He said that Ms Dearden had described the Property as otherwise in "good condition".

23. On 1 June 2025 the Respondent completed a HMO Fundamentals Course and produced evidence of the payment for the course and certificate. On 11 September 2025 the Respondent appears to have incurred a civil penalty imposed by Cambridge City Council of £4,742.84 including costs, which we were shown evidence of payment of.

Issues

24. The Tribunal must determine the following issues, which requires careful consideration of the legislation and the relevant authorities.

a) Is the Tribunal satisfied beyond reasonable doubt that the Respondent has committed the alleged offence?

b) Does the Respondent have a 'reasonable excuse' defence or other defence?

c) Should the Tribunal make an RRO?

d) What amount of RRO, if any, should the Tribunal order?

    i. What is the maximum amount that can be ordered under s.44(3) of the Act?

    ii. What account must be taken of:

        (1) The conduct of the Respondent

        (2) The financial circumstances of the Respondent

        (3) The conduct of the Applicants?

e) Should the Tribunal order the Respondent to reimburse the Applicants' application and hearing fees?

The Legal Framework

The Housing Act 2004 ("the 2004 Act")

25. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 of the Act relates to the licensing of HMOs whilst Part 3 relates to the selective licensing of other residential accommodation.

26. Section 61(1) provides:

"Every HMO to which this Part applies must be licensed under this Part unless—

(a) a temporary exemption notice is in force in relation to it under section 62, or

(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4.

(2) A licence under this Part is a licence authorising occupation of the house concerned by not more than a maximum number of households or persons specified in the licence."

27. Section 72 provides:

"(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.

...

(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."

28. Section 254 provides:

"(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");

...

(c) it meets the conditions in subsection (4) ("the converted building test");

(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.

(4) A building or a part of a building meets the converted building test if—

(a) it is a converted building;

(b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);

(c) the living accommodation is occupied by persons who do not form a single household (see section 258);

(d) 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);

(e) their occupation of the living accommodation constitutes the only use of that accommodation; and

(f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation."

29. Section 259 provides:

"(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."

30. Section 263 provides:

"(1) In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.

(3) In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises–

(a) receives (whether directly or through an agent or trustee) rents or other payments from–

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

The Housing and Planning Act 2016 ("the 2016 Act")

31. Part 2 of the 2016 Act introduced a raft of new measures to deal with "rogue landlords and property agents in England". Chapter 2 allows a banning order to be made against a landlord who has been convicted of a banning order offence and Chapter 3 for a data base of rogue landlords and property agents to be established. Section 126 amended the 2004 Act by adding new provisions permitting local housing authorities to impose financial penalties of up to £30,000 for a number of offences as an alternative to prosecution.

32. Chapter 4 introduced a new set of provisions relating to RROs. An additional five offences were added, in respect of which a RRO may be sought. The maximum award that can be made is the rent paid over a period of 12 months during which the landlord was committing the offence. However, section 46 provides that a tribunal must make the maximum award in specified circumstances.

33. The phrase "such amount as the tribunal considers reasonable in the circumstances" which had appeared in section 74(5) of the 2004 Act, does not appear in the 2016 Act provisions. It has therefore been accepted that the case law relating to the assessment of a RRO under the 2004 Act is no longer relevant to the 2016 Act.

34. In the Upper Tribunal (in *Rakusen v Jepsen* [2020] UKUT 298 (LC)), Martin Rodger KC, the Deputy President, considered the policy of Part 2 of the 2016 Act. He noted (at [64]) that: *"... the policy of the whole of Part 2 of the 2016 Act is clearly to deter the commission of housing offences and to discourage the activities of "rogue landlords" in the residential sector by the imposition of stringent penalties. Despite its irregular status, an unlicensed HMO may be a perfectly satisfactory place to live. The main object of the provisions is deterrence rather than compensation."*

35. In the Court of Appeal, Arnold LJ endorsed these observations. At [36], he noted that Part 2 of the 2016 Act was the product of a series of reviews into the problems caused by rogue landlords in the private rented sector and methods of forcing landlords to either comply with their obligations or leave the sector. Part 2 is headed "Rogue landlords and property

agents in England". At [38], he noted that the 2016 Act conferred tough new powers to address these problems. At [40], he added that the 2016 Act is aimed at *"combatting a significant social evil and that the courts should interpret the statute with that in mind"*. The policy is to require landlords to comply with their obligations or leave the sector.

36. In the subsequent decision of *Kowalek v Hassanien Limited* [2022] EWCA Civ 1041, Newey LJ summarised the legislative intent in these terms (at [23]):

> *"It appears to me, moreover, that the Deputy President's interpretation of section 44 is in keeping with the policy underlying the legislation. Consistently with the heading to part 2, chapter 4 of part 2 of the 2016 Act, in which section 44 is found, has in mind "rogue landlords" and, as was recognised in Jepsen v Rakusen [2021] EWCA Civ 1150, [2022] 1 WLR 324, "is intended to deter landlords from committing the specified offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": see paragraphs 36, 39 and 40. "[T]he main object of the provisions", as the Deputy President had observed in the UT (Rakusen v Jepsen [2020] UKUT 298 (LC), [2021] HLR 18, at paragraph 64; reversed on other grounds), "is deterrence rather than compensation". In fact, the offence for which a rent repayment order is made need not have occasioned the tenant any loss or even inconvenience (as the Deputy President said in Rakusen v Jepsen, at paragraph 64, "an unlicensed HMO may be a perfectly satisfactory place to live") and, supposing damage to have been caused in some way (for example, as a result of a failure to repair), the tenant may be able to recover compensation for it in other proceedings. Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12month period". Further, a landlord is encouraged to put matters right since he will know that, once he does so, there will be no danger of his being ordered to repay future rental payments."*

37. Section 40 provides:

> *"(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."

38. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". Those include "control or management of an unlicensed HMO", and "control or management of an unlicensed house".

39. In *Acheampong v Roman* [2022] UKUT 239 (LC), the UT established that a FTT is obliged to assess the relative seriousness of seven categories of offence which "can be seen from the relevant maximum sentences on conviction" in assessing any RRO.

40. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.

41. Section 41 deals with applications for RROs. The material parts provide:

"(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. "

42. Section 43 provides for the making of RROs:

"(1) The First-Tier Tribunal may make a rent repayment order if satisfied, <u>beyond reasonable doubt</u>, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted)."

43. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount "must relate to rent paid during the period mentioned", in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

> *"(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."*

44. "Rent" is not defined in the Act. However, under the Rent Acts, "rent" has a clearly defined meaning, namely "the entire sum payable to the landlord in money" (see Megarry on the Rent Acts, 11th Ed at p.519 and the reference to *Hornsby v Maynard* [1925] 1 KB 514 and subsequent cases). The meaning is the same at common law as under the Rent Acts (see the current edition of Woodfall "Landlord and Tenant" at 7.015 and 23.150).

45. Section 44(4) provides:

> *"(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."*

46. Section 46 specifies a number of situations in which a FTT is required, subject to exceptional circumstances, to make a RRO in the maximum sum. These relate to the five additional offences which have been added by the 2016 Act where the landlord has been convicted of the offence or where the local housing authority has imposed a financial penalty.

47. In *Williams v Parmar* [2021] UKUT 244 (LC); [2022] HLR 8, the Chamber President, Fancourt J, gave guidance on the approach that should be adopted by FTTs in applying section 44:

    (i) A RRO is not limited to the amount of the profit derived by the unlawful activity during the period in question (at [26]);
    (ii) Whilst a FTT may make an award of the maximum amount, there is no presumption that it should do so (at [40]);
    (iii) The factors that a FTT may take into account are not limited by those mentioned in section 44(4), though

these are the main factors which are likely to be relevant in the majority of cases (at [40]);

(iv) A FTT may in an appropriate case order a sum lower than the maximum sum, if what the landlord did or failed to do in committing the offence is relatively low in the scale of seriousness ([41]);

(v) In determining the reduction that should be made, a FTT should have regard to the "purposes intended to be served by the jurisdiction to make a RRO" (at [41] and [43]).

48. The Deputy Chamber President, Martin Rodger KC, has subsequently given guidance of the level of award in his decisions *Simpson House 3 Ltd v Osserman* [2022] UKUT 164 (LC); [2022] HLR 37 and *Hallett v Parker* [2022] UKUT 165 (LC); [2022] HLR 46. Thus, a FTT should distinguish between the professional "rogue" landlord, against whom a RRO should be made at the higher end of the scale (80%) and the landlord whose failure was to take sufficient steps to inform himself of the regulatory requirements (the lower end of the scale being 25%).

49. In *Acheampong*, Judge Cooke stated that FTTs should adopt the following approach:

> *"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).

21. I would add that step (c) above is part of what is required under section 44(4)(a). It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked."

50. In *Fashade v Albustin* [2023] UKUT 40 (LC), the Deputy President, Martin Rodger KC (at [21]) summarised the approach adopted by the Chamber President in *Williams v Palmer* in these terms:

"It was necessary in each case to consider the seriousness of the offence (a crucial element of the landlord's conduct) and to fix the amount of the order having regard to its seriousness and all other relevant considerations, including those particularly identified in subsection (4)."

51. Most recently, the Deputy President, Martin Rodger KC, summarised a number of the decisions above in *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC). The Tribunal has applied the guidance in all the above cases to its decision.

Decisions on the Issues

52. It was common ground that the Property did not have a HMO licence, that the Respondent did apply for a licence in November 2024 after an approach from the local authority, and that the licence was granted on 28 January 2025. It was also common ground that the Property had six bedrooms, which were occupied at times by eight or nine people. Importantly, occupation was by way of letting to five or more occupants comprising two or more separate households.

53. The Respondent admitted that an offence had been committed prior to the grant of the licence. The Tribunal is satisfied beyond reasonable doubt that the Respondent had committed an offence over the relevant period, however that he had a defence once he submitted the application. It is therefore important to consider the precise periods of time that an offence was committed.

Jurisdiction

54. The Tribunal file reveals that the applications submitted by both Mr Garbulet and Mr Beica were sent to the Tribunal office on 6 November 2025, despite being dated 5 November 2025. Mr Garbulet's application

was emailed at 17.46pm on 6 November 2025. Mr Beica's application was emailed at 19.33pm on 6 November 2025.

55. Section 41(2)(b) of the 2016 Act states: *"(2) A tenant may apply for a rent repayment order only if … (b) the offence was committed in the period of 12 months ending with the day on which the application is made."* The term 'apply' is not constrained by any specific time or rules. Rule 15 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 states that an act required by those Rules, a practice direction or a direction to be done on or by a particular day must be done before 5pm on that day. However, this does not apply to the 2016 Act itself. Therefore, notwithstanding that the applications were filed after 5pm on 6 November 2024, we consider that the tenants did 'apply' for an RRO on that day.

56. The period of 12 months ending with the day on which the application is made is therefore 7 November 2024 to 6 November 2025. The principle of counting backwards and including the day of the applications themselves was confirmed by the Upper Tribunal in the case of *Moh and others v Rimal Properties Ltd* [2024] UKUT 324 (LC).

57. We must therefore consider whether the Respondent was committing an offence on or after 7 November 2024. Section 72(1) of the 2004 Act states: *"(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."* The Respondent accepted that he did not have a licence and that it was not granted until 28 January 2025. On the face of it, an offence was being committed on 7 November 2024 and for each day thereafter until 27 January 2025 except to the extent that any defence applies.

58. Section 72(4) of the 2004 Act states: *"(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time … (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))."* This was central to the point that the Tribunal invited submissions upon after the hearing. It was common ground (and obvious from the subsequent grant of a licence) that an application was made, but it was disputed as to when it was made or should be treated as having been duly made.

59. On 15 April 2026, an email chain containing comments from the parties was received by the Tribunal in accordance with the directions given on 14 April 2026 for further representations. Mr Garbulet argued that there was no paper proving that the application for a HMO licence was made on 5 November 2024 and that he had in any event rented a room since October 2023 so there had been more than a one-year period when no licence was in place. He stated that he did not move out of the Property until 23 November 2024 and that he can claim for any period of up to 12

months that he lived there while it was unlicensed. He also pointed out that Cambridge City Council had emailed him confirming that they had received the application for a HMO licence on 8 November 2024. The Respondent argued that he submitted copies of his application form dated 5 November 2024 and screenshots showing that photographs of it were taken at 11.58am and 11.59am on 5 November 2024. The Respondent maintained that the application for a HMO licence was duly made on 5 November 2024, when it was physically delivered by hand to Cambridge City Council. He argued that the 8 November 2024 reflected the council's internal processing or acknowledgement times and this was consistent with the wording of the email from Ms Dearden referring to it 'currently being processed' indicating it been received prior.

60. On 24 April 2026, Mr Beica made further representations by email. He stated that: *"at this moment the application for a HMO licence can be done online only; it was not possible to apply on paper when the Respondent submitted his application in 2024"*. He stated that there was no official document from Cambridge City Council which states the date the application was submitted, and that the named pages are just part of an application form available to anyone. He also produced a copy of a more recent email from Ms Dearden dated 15 April 2026 which reconfirmed 8 November 2024 as the date the council received the application for an HMO licence. This email also confirmed that the licence was revoked on 15 May 2025 as it was no longer required due to a change in occupancy levels.

61. On 27 April 2026, the Respondent made further submissions via email which maintained his previous position. In summary, the copies of the application for a HMO licence in the bundle represented the document submitted to the council by hand, the processing times did not change the fact of hand delivery on 5 November 2024, and the Tribunal could consider the evidence from the Respondent; the absence of an 'official' document did not detract from this.

62. The burden of proof lies with the Applicants to demonstrate beyond reasonable doubt that an offence was being committed over the relevant period. For the purposes of jurisdiction, it must have been committed on or after 7 November 2024. The burden of proof in relation to any defence lies with the Respondent; however, this is to the lower standard of the balance of probabilities.

63. Upon hearing from the parties and considering the documents submitted, along with the further post-hearing representations, we accept the starting point that the Respondent was committing an offence between 7 November 2024 and 27 January 2025 when the HMO licence was granted. However, we accept that he had a defence because he duly made an application for a HMO licence to Cambridge City Council on 5 November 2024 by hand delivering it to their offices. We find that, on the balance of probabilities, he had written the application up and taken

a photograph of it by 11.59am on 5 November 2024. There is no good reason to have done so but then not actually deliver it. The subsequent email exchanges show that he was prompt and cooperative with Ms Dearden in relation to the application. This is consistent with him acting promptly once he knew that a licence was needed. There was no evidence before us to suggest that the application was not duly made, for example, any rejection of the application for want of a fee. We find that, on the balance of probabilities, the Respondent wrote out the application, photographed it and then took it to the council offices on the afternoon of 5 November 2024. This was his position and the fact that the council did not acknowledge it until 8 November 2024 does not contradict that position. The Respondent told us that he handed it to the main desk and asked that it be presented to Ms Dearden. It is entirely reasonable to expect that, internal to the council, this may have taken 2-3 days. The statutory provisions require an application and that is the critical point in time, not any subsequent acknowledgement after processing.

64. The effect of the Upper Tribunal decision of *Moh* is that the Respondent was no longer committing an offence from 00.00am on 5 November 2024 irrespective of the time on that day that the application was in fact submitted.

65. For the purposes of Mr Garbulet's application, the offence was committed between 29 October 2023 and 4 November 2024 and for the purposes of Mr Beica's application, the offence was committed between 18 August 2024 and 4 November 2024.

66. Our conclusion, therefore, is that the applications seeking rent repayment orders made on 6 November 2025 were submitted out of time. This would be the case whether they were submitted on 5 November 2025 or 6 November 2025. To be on time, they needed to be submitted on or before 3 November 2025, being the period of 12 months starting with the last day of the offence on 4 November 2024 and ending on the day of the application. We reject the submission that any 12 month period where the Property is occupied and there is no licence can apply. The 12 month period under the 2016 Act is calculated backwards from the date of the application, not any 12 month period going back indefinitely in time.

67. The statutory provisions provide no discretion to the Tribunal to extend time; the applications were outside of the time limits so the Tribunal simply has no jurisdiction to hear them at all.

68. There was a suggestion that the Property had been a HMO for some time period to Mr Garbulet's occupation. The Respondent's own case was that family members occupied until about 2017 after which time it was let out to paying tenants. This might have been relevant to the amount of any RRO in terms of the Respondent's culpability. There was, however, no

evidence, from Cambridge City Council or otherwise, as to whether a HMO licence was required before 29 October 2023. In any event, that does not impact our conclusions on jurisdiction, as noted above.

Findings on RRO but for jurisdiction

69. If we had found that we had jurisdiction to hear the applications, we would have gone on to consider a number of other aspects. As we considered evidence and submissions on these points, it is helpful to set out what our findings were, emphasising that these are hypothetical because we are unable to make an RRO as we do not have jurisdiction to do so.

Defences

70. Having found that a relevant offence had been committed, we would have considered whether there was a relevant defence, whether an RRO should be made and, if applicable, the amount of a RRO.

71. As we have indicated earlier in this decision, we have found that the statutory defence of an application having been submitted applied from 5 November 2024.

72. The Respondent's primary position was that no licence had been obtained because he did not know that the licensing requirements applied. He says that his error was a genuine one, and as soon as he became aware, he applied promptly.

73. The Tribunal has considered a number of cases where a Respondent has argued that they simply were not aware of the rules. In all of those cases, as here, the answer is that ignorance of the law is simply no excuse. As such, we find that, just because the Respondent says he was not aware that the rules applied, that does not amount to a reasonable excuse.

74. That is not to say that the Respondent's arguments on not knowing of the rules cannot be relevant when considering the amount of an RRO, but they do not amount to a reasonable excuse to not obtain a licence.

75. Having established that a relevant offence was committed and that no absolute defence applied, we would have considered whether it was appropriate to make an RRO. We would have concluded that it was appropriate, having regard to the statutory framework and policy objectives of sanctioning non-compliance, improving housing standards and deterrence. We did not consider that there were any compelling circumstances, falling short of a formal defence, which would justify not making an RRO. For the avoidance of doubt, we considered the fact that a civil penalty had been imposed; however, this is under a regime which sits alongside the RRO jurisdiction. There is nothing in the relevant

legislation which makes these sanctions mutually exclusive, and we therefore concluded that it was Parliament's intention that they should both be available and that this does not amount to a double penalty. Further, civil penalties are sums which are paid to a local authority whereas an RRO is a reimbursement to tenants for rent paid. Whilst they may relate to the same underlying wrongdoing, they are different things.

Amount of RRO

76. Mr Garbulet was seeking a RRO for £9,650, which as noted earlier in this decision included a deposit. The Tribunal has no jurisdiction to make an RRO in respect of a deposit, only for rent paid, and cannot order repayment of a deposit. Mr Garbulet clarified at the hearing that he considered that the requirements for registration of tenancy deposits in a statutory scheme had not been met. In principle, such a situation may give rise to certain civil remedies for a tenant. We made clear at the hearing that this was the jurisdiction of the County Courts and not something the Tribunal could determine or even express a view on the merits of. We also made clear that, since the deposit was not rent, and Mr Garbulet in any event conceded that it had been repaid in November 2024, it could not form part of our calculations.

77. Mr Beica was seeking a RRO for £2,700, which as noted earlier in this decision was covering 6.5 months. That is the period 18 August 2024 to 28 February 2025. Mr Beica clarified in the hearing that he had arrived at this figure by taking £3,900 which he had paid during his tenancy and then deducting approximately £150 per month to reflect the benefit of services paid for by the Respondent, namely gas, electricity, water, broadband and council tax.

78. The Respondent produced extracts from his online banking facility showing payments to third party companies for energy, water, broadband and council tax. These covered payments over the periods for each application. Mr Garbulet had not given credit for this whereas Mr Beica had. Both accepted that they had not paid for these services, but had had the benefit of them, that it was part of their tenancies that the Respondent would do so, and left it to the Tribunal to determine what credit should apply. Mr Beica had determined this assuming division between six bedrooms. We considered that it is appropriate to deduct the benefit of these payments from rent paid to arrive at a net rent amount and that the annual cost to the Respondent should be divided by six bedrooms.

79. On the bank statement extracts, we could see total costs paid over the period of 12 months pre-dating 4 November 2024 as: energy £3,462.12 (£577.02 per bedroom), water £774.91 (£129.15 per bedroom), broadband £717.57 (£119.60 per bedroom) and council tax £2,703.72 (£450.62 per bedroom). Thus, a total deduction of £1,276.39 per

bedroom from the annual rent. On a monthly basis, this would amount to £106.37. This is lower than Mr Beica's estimation of £150 per month. The evidence was not entirely satisfactory in that we only had bank statement extracts showing gross figures and, without the actual supplier invoices/bills, it was not possible to determine which payments relate to what periods. In addition, some liabilities, such as council tax, are often paid over 9 or 10 months of the year, and, as the statements showed, energy bills can fluctuate by season. We could not therefore make assumptions when a payment for a particular month was missing or different from a preceding month without the invoices/bills. Mr Beica did suggest that the bank statement extracts did not provide any detail. On the balance of probabilities, we were satisfied that £106.37 per month broadly reflected what the Respondent paid on average toward services. We reached this conclusion given that the Applicants conceded that they had not made payments for these services, the Respondent said that he did, such would be usual for arrangements of this type as supported by the tenancy agreements, there was evidence of third party payments and this amount broadly accords with our knowledge of market rates for these services.

80. We concluded that the maximum amount that could have been awarded for a RRO to Mr Garbulet (based on 365 days during which an offence was committed) is £8,400 less £1,276.39 = £7,123.61. This sum is the total rent paid by him between 29 October 2023 and 4 November 2024 (capped at 12 months' worth) less the utilities or other costs paid by the Respondent per the calculations above.

81. We concluded that the maximum amount that could have been awarded for a RRO to Mr Beica (based on 79 days during which an offence was committed) is £1,558.36 less £276.26 = £1,282.10. This sum is the total rent paid by him between 18 August 2024 and 4 November 2024 less the utilities or other costs paid by the Respondent per the calculations above.

82. The amount of an RRO must be considered in the context of these maximum amounts taking account of the statutory factors including conduct of the parties and financial circumstances of the Respondent.

83. As to the financial circumstances of the Respondent, there was very little documentary evidence provided. Whilst any financial penalty may be unwanted, we were not made aware of any exceptional hardship that a RRO would cause. We were told that the Respondent, who is aged 63, received an income of £28,000 from a full-time job in security together with the rental income from the Property. We were not made aware of any unusual financial commitments, debts or savings. We were made aware that the Respondent was renting his own home, which had been specially adapted to accommodate the additional needs of his daughter.

84. We would also have needed to consider the conduct of the parties. We accept that the Respondent acted quickly to secure a licence once he

knew one might be required. He also undertook an awareness course. There was no evidence or indeed suggestion from the Applicants that any of these steps were contrived, for example solely to reduce the amount of any RRO that the Tribunal was minded to order. The Applicants did complain that communication during the remedial works was non-existent or poor. We consider that, even if true, this was of short duration and potentially a necessity given the constraints of the requirements for conditions to be met to secure the HMO licence. Further, the contractors would to some extent not be under the full control of the Respondent. We accept the evidence in the form of email exchanges with Cambridge City Council showing that the Respondent did cooperate with them promptly to ensure the conditions for the licence were met.

85. In respect of other complaints about the condition of the Property, our view is that the examples given such as the shower not working or leaks from the dining room roof were low level disrepair. There was nothing out of the ordinary, we regard these as routine landlord and tenant issues, which the Respondent appears to have addressed. It is to be expected that, for example, when engaging external contractors, a week might pass before a repair can be carried out. This was not inordinate delay. There was a suggestion that the thermostat was locked and operated by a padlock, the Respondent saying it was operated by a timer. It was said that the Property was cold during winter however no further details were provided. The relationship between the parties was at least cordial and Mr Garbulet accepted that the Respondent visited once or twice a month. The evidence on the role of a tenant, Max, whether as a 'manager' or merely a conduit of information between occupants and the Respondent, was not clear. Whatever the true arrangement, this was another means of the Respondent keeping an eye on things and not the signs of a disinterested landlord. There was no suggestion that conditions were poor enough to deter tenants and the Applicants stayed for a reasonable period of time and did not cite conditions as a reason for leaving. Neither was condition expressly raised as an issue in either application or in the document bundles.

86. With regard to the Applicants, there was no evidence of rent arrears or other breaches of the tenancy agreements. Mr Beica conceded that sometimes he would pay his rent on different days, although going through the schedule of payment they appeared to always be in the month due, except the last payment. The Respondent did not allege a breach. There was in our view nothing in the Applicants' conduct which would justify adjusting a RRO and the Respondent made no such allegations.

87. In considering the seriousness of this offence, we considered this to be towards the less serious end of the scale. That is because there is no malfeasance on the part of the Respondent and, although not a statutory defence, his failure to obtain a licence was, we find, a genuine oversight which was quickly corrected. We had in mind that this was the Respondent's only let property and that he had to an extent become an

accidental landlord, having moved out of the Property himself due to the need for his daughter to be accommodated in specially adapted accommodation. That said, we did have some concerns about the application made to Cambridge City Council in 2016 which appears to at least recognise the potential need for a HMO licence if letting to multiple persons was envisaged. We did not have details of the application or an explanation of any connection between Michael Hayes, who made it, and the Respondent. Mr Beica said that he had copies of other correspondence; however, these were not in evidence. The email exchanges made clear that Mr Hayes knew the family circumstances and had paid a fee, or at least his client had. He also had instructions to withdraw the application. There was insufficient evidence to conclude that the Respondent knew of the HMO requirements in any detail at this time; however, we conclude that he was contemplating sale or letting with family members and, on the balance of probabilities, had some knowledge of the dialogue with the council. However, we do not find that he was aware of the detailed requirements and then, for example, sought to deliberately evade them some years later when the Property was let. A reasonable landlord would have satisfied themselves of the requirements for letting prior to embarking on such a venture. We consider a greater degree of culpability for the Respondent because, notwithstanding that he may not have known the granular detail, he ought to have checked the requirements having had at least some knowledge or deemed knowledge from the 2016 enquiries.

88. We would have considered that an RRO of 30% rent paid during the period of offending, less utility and other costs, (i.e., 30% from the maximum figures noted earlier in this decision) was appropriate to reflect the above factors. Any RRO in Mr Garbulet's favour would have been £2,137.08 and in Mr Beica's favour would have been £384.63, had we had the jurisdiction to make an order. **We do not have jurisdiction so make no order.**

89. The Applicants have not succeeded in their respective applications because we have found that they were submitted outside of the statutory time limits. We also note that their claims were significantly higher than we would in any event have awarded. We do not have jurisdiction over the applications at all, so cannot make an order in respect of application fees. However, we in any event would not consider it just and equitable to order the Respondent to reimburse the application or hearing fees and therefore make no order as to the same.

Name:	Judge A. Arul	**Date:**	15 May 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).