



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

Case Reference : **HAV/29UN/HMC/2025/0005**

Property : **Flat 1, 5 Albert Road, Ramsgate, Kent.
CT11 8DR**

Applicant : **Mark Freed**

Representative : **N/A**

Respondent : **David Webster**

Representative : **N/A**

Type of Application : **Application for a rent repayment order
by Tenant**
**Sections 40, 41, 42, 43, 44 & 45 of the
Housing and Planning Act 2016**

Tribunal : **Judge R Cooper
Mr Andrew Crawford MRICS**

**Venue and date of
hearing** : **21 April 2026
Havant Justice Centre – parties
attending by video**

Date of Decision : **28 April 2026**

DECISION

The Tribunal makes a rent repayment order in the sum of £2,468.25 payable by the Respondent to the Applicant within 28 days.

The Respondent must also reimburse the Applicant's application and hearing fees in the sum of £114 and £227 respectively.

(References in this decision to page numbers in the Appellant's appeal bundle appear as '[]'
References to page numbers in the Respondent's appeal bundle appear as '[R]')

Background to the application

1. On 4 May 2012 Mr Mark Freed ('the Applicant') entered into a tenancy agreement for Flat 1, 5 Albert Road, Ramsgate, Kent CT11 8DR ('the Property'). The landlord was Mr David Webster, who is the Respondent in this application.
2. On 23 September 2025 HMCTS received an application from the Applicant under s41 Housing and Planning Act 2016 ('the 2016 Act') seeking a Rent Repayment Order ('RRO') on the grounds that the Respondent had failed to comply with an improvement notice, and was guilty of an offence under s30(1) of the Housing Act 2004 ('the 2004 Act').
3. In his application notice, the Applicant sought to recover £7,200 from the Respondent, as the rent he paid for occupation of the Property for a 12-month period. In his later statement, however, he revised that application. He now seeks the sum of £3,800 for the period from 25 January 2025 to 3 August 2025 [44].
4. The Applicant also applies for reimbursement of the application fee £114 and hearing fee of £227 [18].
5. Mrs C Cooper (a Legal Officer) issued directions to the parties on 10 February 2026. They included directions for the filing of all relevant evidence relied on and for the preparation of the bundle for the hearing. Those directions were largely complied with.

Issues in the appeal

6. The Applicant applies for a RRO under s41 of the 2016 Act for the period 25 January 2025 to 3 August 2025. He claims the sum of £3,800 in rent paid over that period.
7. A rent repayment order can only be made where the Tribunal is satisfied that the Respondent had committed one or more of the seven specified offences (set out in s40 of that Act). In this case, the Applicant asserts the Respondent committed an offence under s30(1) of the Housing Act 2004 by failing to comply with an improvement notice served by Thanet District Council ('the Council').
8. Before it may make a rent repayment order the Tribunal must be satisfied to the criminal standard (i.e. beyond reasonable doubt) that the specified offence has been committed (s43(1)).

9. If satisfied an offence has been committed, s43(3) requires the Tribunal to consider whether to make a rent repayment order and the amount of any order must be determined. In the case of an application made by a tenant the Tribunal is required to consider the relevant factors set out in s44.
10. As the alleged offence is one appearing in row 3 of the table in s40(3) of the 2016 Act, the amount of any rent repayment order must relate to the rent paid in a period not exceeding 12 months ending with the date of the application (s44(2)). It must not exceed the rent paid by the Applicant in respect of that period (less any Universal Credit (or Housing Benefit) paid) (s44(3)). The Tribunal must take into consideration the matters set out in s44(4) namely conduct of the Applicant and Respondent, the financial circumstances of the Respondent and whether he had been convicted or fined for any of the offences listed in s40(3).

The Law

11. So far as relevant to this application in relation to the Housing and Planning Act 2016 ('the 2016 Act') is set out in the Appendix to this decision.
12. The relevant provisions of the Housing Act 2004 are as follows:

30 Offence of failing to comply with improvement notice

(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

(2) For the purposes of this Chapter compliance with an improvement notice means, in relation to each hazard, beginning and completing any remedial action specified in the notice–

(a) (if no appeal is brought against the notice) not later than the date specified under section 13(2)(e) and within the period specified under section 13(2)(f);

(b) (if an appeal is brought against the notice and is not withdrawn) not later than such date and within such period as may be fixed by the tribunal determining the appeal; and

(c) (if an appeal brought against the notice is withdrawn) not later than the 21st day after the date on which the notice becomes operative and within the period (beginning on that 21st day) specified in the notice under section 13(3)(f).

(3) A person who commits an offence under subsection (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for failing to comply with the notice.

(5) The obligation to take any remedial action specified in the notice in relation to a hazard continues despite the fact that the period for completion of the action has expired.

(6) In this section any reference to any remedial action specified in a notice includes a reference to any part of any remedial action which is required to be completed within a particular period specified in the notice.

(7)...

The Documents

13. Before the hearing, the Tribunal had considered the documents in the appeal bundle provided by the Appellant (58 pages of PDF), together with the Applicant, bank statements, full copy of the tenancy agreement which had been submitted to the Tribunal and a complete copy of the Directions of 10 February 2026 which contrary to the Directions were not included in the hearing bundle.

The hearing

14. This was a remote hearing by video. No party had objected to this form of hearing, and the Tribunal was satisfied all matters could be fairly determined in this way. Mr Freed and Mr Weston both attended alone and represented themselves. Members of the Tribunal were present in person at Havant Justice Centre.
15. At the outset the Tribunal checked the parties all had the same documents, which they did. The Tribunal also explored with the parties the matters that were agreed between them, and those which remained in dispute.
16. The Tribunal heard evidence and submissions from both parties. The hearing was recorded, and the recording stands as the record of proceedings. At the conclusion of the hearing the Tribunal reserved its decision which it now gives in writing.

Discussion and reasons for the decision

The application

17. The Applicant's case is contained in the application and his witness statement [45].

18. In summary he says the Respondent has committed an offence under the Housing Act 2004 by failing to comply with the improvement notice served on him by the Council on 18 September 2024. He says there is a long history of disrepair at the property, with numerous floods, damp, defective plumbing and poor conditions in the bathroom and kitchen. The Council had previously served a Hazard Awareness notice on 16 February 2024.
19. He relies on a letter from the Council dated 29 August 2025 which confirms that at the time of its inspections on 11 February 2025 and 30 May 2025 the improvement notice had not been complied with [8]. He also relies on his bank statements which, he says, demonstrate that he has paid his rent of £600 per month on time and in full.

The Response

20. The Respondent's case is set out in his witness statement dated 20 March 2026 [47]. In summary, the Respondent says that he did most of the works required by the improvement notice and in relation to those he did not complete it was because Mr Freed failed to give access. He says the Applicant caused much of the damage during the tenancy and says there was no risk of fire. In relation to the matters set out in s44(4) of the 2016 Act he says the Applicant has run a business from the property in breach of the lease despite being asked not to. He was responsible for much of the disrepair included in the improvement notice (for example causing defects to the sliding patio door in the kitchen, and damage to the kitchen units and floor), had left the property in a poor state when he left (tobacco smoke staining on the walls, screws in the walls, discolouration and limescale accumulation in the toilet and on taps).

Decision and reasons

21. It was common ground between the parties that Mr Webster had been served with an improvement notice by the Council on 18 September 2024. In relation to the tenancy, it was also agreed that Mr Freed's rent at the relevant time was £600 per month and it had been paid up to 3 August 2025.
22. Having considered the totality of the evidence in the round, the Tribunal was satisfied beyond reasonable doubt that Mr Webster was guilty of an offence under s30(1) of the 2004 Act for the reasons set out below.
23. The Respondent admits receiving the improvement notice dated 18 September 2024 and confirmed to the Tribunal that he had not appealed against it.
24. The improvement notice confirmed that the Council was satisfied that Category 1 hazards (Fire) and Category 2 hazards (Position and operability of amenities, Falling on stairs, Food Safety and Damp and Mould) existed at the property. Remedial works were identified for each

of the hazards, and they were all required to commenced by no later than 6 January 2024 be completed by the 24 January 2025 [3 to 7].

25. The remedial works included, in summary, the following:
 - Installation of a mains powered fire detection and warning system within the flat with interlinked alarms (including at least one smoke alarm in the rear hall, one in the front room and a heat detector in the kitchen),
 - A well-fitting door between the front living room and rear hallway to delay spread of fire,
 - Replace handles to the main external door and the internal front door to the flat,
 - Replace the sliding door between the kitchen and the garden ensuring the threshold and junctions are sufficient so as to prevent rainwater ingress (this would require building consent),
 - Provide a new (or reposition existing) handrail at the correct height on the stairs from street level to the basement,
 - Repair or replace the external light above the basement entrance door,
 - Fit new kitchen base units and a new work surface and replace the cupboard door above the hob
26. Having considered the evidence in the round the Tribunal made its findings and reached its conclusion for the following reasons.
27. The Tribunal gave significant weight to the letter from the Council dated 29 August 2025. This confirmed that since an initial inspection in December 2023 when the Respondent agreed to carry out works required (which resulted in a Hazard Awareness notice being served) a further inspection had taken place in June 2024 when it was found the Respondent had failed to comply. This led to the service of the improvement notice on 18 September 2024. The Council confirmed that since the improvement notice had been served, there had been two further inspections on 11 February 2025 or 30 May 2025 to check the works had been carried out. The Council confirms the inspections found the improvement notice had not been complied with [8].
28. The Tribunal found both Freer and Mr Weston to be somewhat vague in their recollection of events and it, therefore, gave greater weight to their oral evidence where it was supported by documents or consistent with other evidence.
29. The Tribunal found that the Respondent in his statement largely sought to blame the Applicant for items of disrepair that were required by the improvement notice to be remedied and referred to his conduct. It was clear also that he did not agree with the improvement notice although he did not appeal it. The Respondent failed to provide any documentation supporting what he said, except for a limited number of photographs which he said demonstrated how the tenant had treated the flat. No documents were provided (such as invoices or emails with contractors) to

demonstrate works were done. The Tribunal found the Respondent's claims regarding about the Applicant's actions significantly undermined by the inventory of condition from 2003, some 12 years before the events in question. This showed defects in the kitchen at that time (chipped units, poorly grouted tiles on floor and worktop), that there were screws in the walls, a loose handle on the sliding patio door, that both sets of bathroom taps were tarnished and so on.

30. The Tribunal was satisfied from the nature of the defects in the improvement notice and both parties' evidence that there had been considerable issues in the property with water ingress both through the ceiling and rainwater ingress through the front and back doors.
31. Dealing with the individual defects identified in the improvement notice that required being remedied the Tribunal made the following findings.

Fire detection and warning system

32. The Tribunal was satisfied that the Respondent failed to carry out the required remedial works by 24 January 2025 as required for the following reasons.
33. In his statement the Respondent does not claim to have carried out the required works. He maintains that a category 1 hazard (fire) did not exist as there was a smoke detector in the front room linked to the main building's fire and a large alarm in the hallway [48]. He claimed the Applicant had failed to inform him of missing or damaged smoke alarms and he had found the heat detector from the kitchen in the tenant's bin. He also claimed the tenant prevented the contractor from installing door between the front room.
34. Although the Respondent did not agree with the category 1 hazard rating in relation to fire given by the Council, as he had not appealed, he was required to undertake the works by the stipulated date. He provided no documentary evidence showing that he had complied with the improvement notice.
35. The Tribunal is satisfied from the Council's letter of 29 August 2025 that these works had not been completed before the inspections on either 11 February 2025 or 30 May 2025 [8]. The Applicant confirmed neither the fire detection system nor the works to replace the door had been carried out before he left in August 2025.
36. However, the Tribunal accepts the Respondent's evidence that a fire-detection system had been installed before the final inspection. Although no date for that inspection was provided, and no evidence of the revocation was provided, the Tribunal accepted, on balance, that the improvement notice had been revoked in or around November 2025. The Tribunal, therefore, finds the fire safety works were carried out between 3 August 2025 and November 2025

37. In relation to the fitting of a door between the front room and back hallway, the Applicant was clear in his evidence that this had never been done. He denied refusing access to contractors unless it was the case that access arrangement had not been agreed in advance. Whilst a door may have been installed before the improvement notice was revoked, the Tribunal is satisfied this did not occur during the Applicant's period of occupancy.

Replacement of handles

38. In his statement, the Respondent says the handles had gone missing or were broken during the tenancy [48] but says nothing about carrying out the remedial works required. In view of the evidence regarding water leaks and ingress at the flat, the Tribunal was satisfied that external doors to the property would have become swollen or damaged during the course of this 12-year tenancy. There was clear evidence of this demonstrated by the items in the remedial works, which was consistent with the Applicant's evidence.
39. The Applicant was unclear about whether the handles had been replaced by the Respondent, or whether he had replaced them. Nor was he clear when this may have occurred. However, the Tribunal gave significant weight to the letter from the Council confirming works had not been carried out by either the February or May inspections. The Tribunal found this work had not been carried out by 24 January 2025 but concluded that works were carried out sometime between 30 May and 3 August when the Applicant left.

Sliding patio door

40. The Respondent blamed the Applicant for causing damage to the sliding door, but his statement is silent on whether he had complied with the improvement notice and if so, when. No documentary evidence was submitted by him demonstrating the door had been replaced (such as the contractor's invoice). However, the Applicant confirmed that the sliding patio door had been replaced whilst he was still living at the property. The Respondent was clear that he had applied for planning permission (although no documents relating to this were provided). The Tribunal gave significant weight to the Council's letter and found that the sliding door had been replaced sometime between 30 May and 3 August 2025.

External handrail and light

41. The Respondent in his statement claimed that the handrail had already been raised to building standard height and says the Applicant had agreed with him that there was adequate light from the adjacent lamppost to be able to negotiate the stairs [49]. However, he failed to provide any supporting proof of what he says about the handrail or confirm the date on which he said he complied with the improvement notice. The Appellant agrees a handrail was installed but maintained it was of no use as it was 'at knee height'. The Tribunal gave weight to the Council's letter of 29

August 2025 and found that whilst the Respondent may have carried out the works sufficient for the improvement notice to be revoked in November, they were not carried out before 3 August 2025 when the Applicant left.

Kitchen works

42. Although he sought to blame the Applicant for the state of the kitchen, and claimed it was not a hazard, the Respondent admits breaching the improvement notice in relation to the works required in the kitchen. He admitted that the kitchen works were not done until after the Applicant vacated on 3 August 2025. On the basis of the admission, the Tribunal is satisfied that the Respondent failed to comply with the improvement notice before 3 August 2025.

Damp and mould

43. In his statement, the Respondent says he dealt with the damp and mould issues as soon as he was aware of them, and before the time limit [50]. However, this is at odd with his claim that the Applicant failed to allow him entry to apply a second fix of waterproof cement [49].
44. The Applicant confirmed that the Respondent did apply one coat of waterproof cement but said in evidence that he mainly worked or studied from home, that the Respondent accessed the property frequently and he would only have refused him entry if he was going out and no prior arrangement had been made. Having given significant weight to the letter from the Council, the Tribunal was satisfied that any works necessary to comply with the improvement notice were carried out after 30 May 2025 and before the notice was revoked in November 2025.

Conclusion on liability

45. Pulling all these matters together, the Tribunal was satisfied that although the Respondent may have ultimately have undertaken the works required by the improvement notice sufficient for it to be revoked in November 2025, none had been completed by the required completion date of 24 January 2025 or by the date of the Council's inspections on 11 February or 30 May 2025. A limited number were complied with before the Applicant left as set out above. The Tribunal was satisfied beyond reasonable doubt that the Respondent had failed to comply with the improvement notice.

Reasonable excuse

46. The Tribunal considered whether the Respondent established on the balance of probabilities that he had a reasonable excuse for his failure but found that he had not.
47. The Tribunal was satisfied on the evidence that the Council had, prior to the improvement notice, served a hazard awareness notice in February 2024. Although a full copy had not been provided, the Tribunal was

satisfied that it was likely it contained similar matters and would have contained a warning about the next steps the Council could take.

48. The Respondent sought to blame the Applicant for both disrepair and a failure to allow access, but no supporting documentation has been provided. There is no copy of any email to the Applicant regarding requests for access or evidence from contractors (for example in relation to the installation of the internal door). Although the Respondent, in relation to the kitchen claimed there was delay because he had paid a deposit to Wrens and then had two surveys before they said they could not do the work and had a similar experience with Magnet. No documents have been provided to support what he says, and the payment of a deposit before a quotation and survey had been done is not, in the Tribunal's experience likely. The Tribunal concluded that the Respondent simply delayed until the Applicant vacated in order that works could more easily be undertaken.
49. The Respondent confirmed that he had not appealed the improvement notice, yet it is clear from his statement that he did not agree with the officer's assessment of the Category 1 hazard regarding the risk and spread of fire.
50. Sufficient time had been given between service of the notice in September 2024 and the date for commencement on 6 January 2025 to enable the Respondent to find contractors and apply for planning consent.
51. In conclusion, the Tribunal is satisfied beyond reasonable doubt that an offence under s30(1) of the Housing Act 2004 was committed by the Respondent by failing to comply with the improvement notice served on 18 September 2024. It decided, therefore, that a rent repayment order should be made.

Quantum

52. The Applicant's amended application was for a RRO for the rent paid from 25 January 2025 (the day after the date for compliance with the improvement notice) to the 3 August 2025. It was common ground that the rent was £600 per calendar month. This equates to £19.73 per day (£600 x 12 divided by 365).
53. Although the rent was only paid up to 3 August 2025, Mr Freed had not left on that day. He remained in occupation approximately five days, and the Tribunal was satisfied on the basis of the parties' evidence that although the Applicant had agreed to pay rent to cover those additional days, he did not do so.
54. The Tribunal is satisfied that as Mr Freer's rent was due on the 4th of each month, his rent was paid up to and including 3 August 2025. The period of his revised claim is, therefore, 6 months and 10 days, and maximum that a RRO could be made for this period is, therefore, £3,797.30, not the £3,800 claimed.

55. The Tribunal was satisfied that the Applicant had not been in receipt of housing benefit or universal credit housing costs element. It was also satisfied based on the agreed evidence from both parties that the Respondent did not pay for any services solely for the benefit of the Applicant.
56. When considering the seriousness of the offence, the Tribunal took into account that the improvement notice was served by the Council in relation to both category 1 and category 2 hazards. These included risks in relation to fire and falling which could have potentially very serious consequences. The Tribunal found the Respondent clearly disagreed with the Council's opinion as regards the risk of fire spreading due to the lack of an internal door between the kitchen and living room which the Tribunal found indicative of a lack of concern about safety matters generally. The Tribunal found the offence not the most serious but is one that is serious given that lack of concern.
57. In relation to the Respondent's financial circumstances, he had not provided any documentary evidence supporting what he said in his statement notwithstanding the directions to do so.
58. He told the Tribunal that in addition to his state pension which, he said, was about £150 per week he also receives an occupational pension of about £800 per month. However, the Tribunal makes no firm findings given the lack of supporting documentary evidence. The Respondent also said he was paying a mortgage of £400 per month on the Property and had expenses (utility bills and council tax) both on that property and on his own property. In evidence, however, he confirmed that he had only paid the utilities and council tax on the Property since the Applicant moved out in August 2025. He also confirmed that the Property was in the process of being sold, and a sale price of £150,000 had been agreed for the flat. On the basis of the monthly mortgage payments the Tribunal was satisfied there would be equity in the property. The Applicant said it had been purchased for £80,000 and this was not disputed by Mr Webster.
59. On balance, the Tribunal found that the Respondent is a pensioner of relatively modest means, but who would shortly be receiving a lump sum from the sale of the Property. He had been able to raise a £10,000 loan since the Applicant left the property. There was no clear evidence before the Tribunal that the maximum RRO payable would cause him financial hardship.
60. There was nothing in the evidence to suggest that the Respondent was a commercial landlord with a large portfolio. However, having previously been served with a hazard awareness notice by the Council, the Tribunal was satisfied that he would have been aware of the Council's enforcement powers and the need to comply with them.
61. The Respondent sought to blame the Applicant for causing damage to the flat, particularly in relation to the kitchen and the patio doors. However,

despite having had vacant possession of the flat since August 2025 the only photographs provided of the alleged damage were of the stained and limescale encrusted toilet bowl and bathroom taps. No other supporting evidence was provided. For the reasons set out above, the Tribunal found his evidence undermined by the original inventory.

62. From the evidence of both Applicant and Respondent the Tribunal was satisfied that there had been ongoing problems with water penetration in the Property, both water ingress through front and back doors at times of heavy rain as well as from an upstairs flat. The Tribunal is satisfied that it is likely that wooden doors would have become swollen and stuck, and other damage might well have been caused. Mr Freer claimed to have had to purchase three ovens during the 12 years he was at the property.
63. The Tribunal also gave weight to the fact that the Respondent had during the tenancy entrusted the Applicant to carry out works to the flat and had paid him for doing so on occasion. The Tribunal found this was not consistent with the Respondent's claims regarding the Applicant's alleged behaviour.
64. The Tribunal concluded that the accusations and counter accusations were indicative of a relationship that had previously been amicable over a long period of the tenancy which had ultimately soured, whether over the frustration of ongoing damp or a dispute with the leaseholders regarding the Applicant's role as the building caretaker (the leaseholders having purchased the freehold in about 2023), or for some other reason.
65. Whilst the Tribunal found the photograph of the toilet bowl indicated that the property may not have been thoroughly cleaned by the tenant, there was no clear evidence of significantly culpable behaviour or damage on the part of the Applicant.
66. The Tribunal was also satisfied that other than his failure to comply with the improvement notice there were no significant factors in relation to the Respondent's conduct which ought to be taken into account. Mr Freer confirmed in evidence that the Respondent had not been aggressive or rude, and no matters other than the disrepair were raised.
67. Pulling all these matters together when considering the nature of the offence, the breaches of the improvement notice, the Applicant and the Respondent's conduct and the Respondent's financial circumstances as set out above, the Tribunal considered a RRO for 65% of the maximum should apply.

Conclusion

68. The Tribunal makes a Rent Repayment Order in the sum of £2,468.25. This must be paid by the Respondent to the Applicant within 28 days of the date on which this decision is sent to him.

69. As the Applicant has succeeded in his application for an RRO, the Tribunal determined that his application fee of £114 and the hearing fee of £227 should also be reimbursed by the Respondent. The sum of £341 must also be paid by Respondent by the same date.

Note: Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 1

The following are relevant excerpts from the Housing and Planning Act 2016 legislation referred to in this decision

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 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.

(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 by that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1	<u>Criminal Law Act 1977</u>	section 6(1)	violence for securing entry
2	<u>Protection from Eviction Act 1977</u>	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	<u>Housing Act 2004</u>	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
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 rent repayment order

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

(2) A rent repayment order under this section may be made only on an application under section 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance 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 the 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—

- (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.

(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.