FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**HAV/00MR/HMF/2025/0623**
Property	**:**	**56 St Georges Way Portsmouth PO1 3AJ ("the premises")**
Applicants	**:**	**Taznim Rizki**
Representative	**:**	**None**
Respondent	**:**	**Grant Murphy**
Representative	**:**	**None**
Type of Application	**:**	**Application for a Rent Repayment Order by Tenant – Sections 40, 41, 43 44 & 45 of the Housing and Planning Act 2016**
Tribunal Members	**:**	**Judge HD Lederman** **Miss J Dalal**
Date and Venue of Hearing	**:**	**23 April 2026** **Remote - Cloud Video platform**
Date of Decision	**:**	**11 May 2026**

DECISION AND REASONS

Decision of the Tribunal

The Tribunal:

a. Orders the Respondent to make payment of a total amount of £5592.60 to the Applicant as a Rent Repayment Order ("RRO") under section 43 of the Housing and Planning Act 2016 ("the 2016 Act") for the period 23rd September 2024 to 26th March 2025 (inclusive).

b. Orders the Respondent to pay £341.00 (£114.00 plus £227.00) as reimbursement of application and hearing fees to the Applicant by 19th May 2026.

Reasons

Preliminaries

1. The Tribunal is required to determine an application received on 31tst August 2025 under section 41 of the 2016 Act for a Rent Repayment Order ("an RRO") in respect of 56 St Georges Way Portsmouth PO1 3AJ ("the premises").
2. In these reasons, references to the page numbers in the Applicant's hearing Bundle (consisting of 101 numbered pages and additional document referred to below) are described as [ ].
3. The first hearing of this application took place at a "face to face" hearing at Havant Justice Centre on 17th March 2026. The background and orders made at that hearing are set out in a separate decision notice and reasons given on that date.
4. The Tribunal adjourned that hearing upon the Respondent asserting that the premises were not a house in multiple occupation which was required to be licensed for the purposes of section 72 of the Housing Act 2004 ("HA 2004").
5. On 17th March 2026 the Tribunal ordered that unless the Respondent send to the Tribunal and to the Applicant a letter from his legal adviser Julian Hunt or other legal adviser by 4 pm on 27th March 2026, explaining the Respondent's contention that the premises were exempt from licensing as a House in Multiple Occupation ("HMO") and produce or provide a reference to any decision of the High Court that he relied upon, he would be debarred from asserting that the premises are not a licensable HMO in the relevant period during which a rent repayment order is claimed.
6. The Tribunal attached the documents produced (for the first time) by the Respondent at the hearing on 17th March 2026 to the directions issued on that date.
7. The context to that order was the Respondent said at the hearing on 17th March 2026 that his legal adviser was in a position to provide an explanation of his legal reasoning for arguing the premises did not require a licence as an HMO.
8. The Respondent did not comply with any part of the order to provide the information or documents by 27th March 2026. A hearing of the adjourned hearing for 23rd April 2026 was notified to the parties.
9. On 14th April 2026 the Respondent's employee "Jasmine" wrote by email to the

Tribunal seeking an adjournment of the hearing listed for 23rd April 2026 in the following terms:

> "I am writing on behalf of Mr Murphy from his student accommodation office.
> As previously mentioned, Mr Murphy is currently away and will not return until the 8th of May. He is presently on a small island in Thailand where there are extremely limited service and connectivity. Unfortunately, the internet access is so poor that we are struggling to establish reliable communication with him. The time difference further complicates matters.
> Considering this, Mr Murphy respectfully requests that the zoom hearing be rescheduled for a date after his return, when he will have access to stable Wi-Fi and communication services.
> We sincerely apologise for any inconvenience caused by this delay; however, it is not feasible for him to participate while he is away.
> Please let me know if this request can be accommodated, and I will ensure that Mr Murphy is informed accordingly."

10. That application was objected to by the Applicant on the following grounds. It was said the Respondent had failed to comply with the Tribunal's directions on more than one occasion. The Applicant noted correctly that at the hearing on 17th March 2026, the Respondent indicated that the documents could be provided within one week.

11. On 15th April 2026 the Tribunal notified the parties that the Applicant's request for postponement of the hearing listed for 23rd April 2026 was refused. The Tribunal drew attention to the fact the Respondent was at that stage debarred from participating in the determination of the issue whether the premises occupied by the Applicant was an HMO during the relevant period. The Respondent was reminded that he was not debarred from adducing evidence on other issues and the Respondent could be represented at the hearing on 23rd April 2026.

12. Additional reasons for refusing an postponement of the hearing listed for 23rd April 2026 include the fact that the events relating to this claim took place in 2024- 2025, and the Respondent's omission to provide any satisfactory reason for his failure to provide the evidence relied upon and details of his case at an earlier stage.

13. On 20th April 2026, the Respondent's employee Jasmine wrote to the Tribunal enclosing a statement from the Respondent of the same date as follows:

> "I have been able to contact Mr Murphy when he last was able to use the internet. I forwarded the attached statement to him, prepared as a result of his dictation and approved by him. In his absence and inability to question the Applicant, I ask that the Tribunal use this when considering the outcome of this matter."

14. Attached to the Respondent's statement of 20th April 2026 was one of the documents produced at the hearing on 17th March 2026, a letter dated 15th November 2018 from Portsmouth City Council ("PCC") to which reference is made below.

15. The Tribunal treated that letter of 20th April 2026 as a request to dispense with

or relieve the Respondent from the terms of the order debarring him from participating on the issue of whether the premises required an HMO licence. Although the default was serious and no good reason for the default was shown, the Respondent had produced a letter from PCC dated 21 February 2018 purporting to say that premises described as Fountain Hall did not require an HMO licence at that time in 2018. The efficient conduct of litigation did not require his case about that to be ignored as the letter had been produced at the hearing on 17th March 2026 . To that limited extent the Respondent is allowed to participate on that issue and is granted relief from the sanction imposed by the order of 17th March 2026.

16. The Tribunal turns to consider the issues which arise.

Issue number 1 was the application made in time?

17. The application for a rent repayment order was received by the Tribunal on the 31st August 2025. The application relates to rent paid during the period between 23rd September 2024 to 20 May 2025 when the offence under section 72(1) of HA 2004 is allege to have been committed. If the Tribunal finds that a relevant offence was committed in that period the application would have been made within the 12 month period ending with the day on which the application was made for the purposes of section 41 of the 2016 Act.

Issue number 2: was 56 2-10 St Georges Way an HMO?

18. At the hearing on 23rd April 2026 the Applicant gave evidence which amplified the details contained in her statement of 1st February 2026 at [26-30] as follows:

    18.1. The building at 2-10 St Georges Way was a building some 5- 10 minutes' walk away from Fountain Hall, 16 Edinburgh Road, Portsmouth referred to in the letter of 21st February 2018 from PCC; she had walked to Fountain Hall to contact the Respondent's administrative staff there; the gist of this evidence was also given orally when the Respondent attended on 17th March 2026;

    18.2. The parts of the tenancy agreement provided by the Respondent to the Applicant at [32-40] which highlighted St Georges Way Hall (Murphy Hall) referred to the 2-10 St Georges Way where the room she occupied at the relevant time was contained.

    18.3. The highlighted sections in that copy of the tenancy agreement had been inserted by or on behalf of the Respondent at or before the time of entry into the tenancy agreement. The highlighted parts had not been inserted by her for the purpose of the Tribunal proceedings.

    18.4. The date stamped photographs of the room she occupied at pages [62 – 69] and of the exterior wall of her room at page [70] were taken by an contractor or employee of PCC who inspected the premises at that date who prepared notes at pages [73-74];

    18.5. Room 56 at the premises -the room she occupied at the dates set out in her statement, contained a bed and ensuite bathroom and toilet.

    18.6. At least 20 or more other students occupied different rooms in that Building at the time she lived there as their main or principal residence whilst students at the University or other places of education. She shared cooking facilities with the other residents who were students and living

as separate households; photographs of some of the cooking facilities at pages [81-82] were screenshots from the Respondent's website for the premises. In particular the photograph at page [81] showed an oven and hob the use of which was shared between her and other students. She also used another "electric stove and induction hob" located adjacent to a wall in the photograph at page [82], although the oven/hob itself was not depicted in that screenshot. The Applicant had her own pots and pans and remembered having to share the oven and hob with multiple other students. These photographs were described in the index to her hearing bundle prepared for the hearing on 17th March 2026 as showing "shared kitchen facilities".

18.7. The Applicant occupied the premises during the time she was an student at Portsmouth University; she was not normally resident in Portsmouth outside of terms time; this was her main residence as student at the university during the period of time when she paid rent to the Respondent;

19. In his unsigned statement dated 20th April 2026 Grant Murphy at page 14 said as follows about the need for licensing of the premises:

> "At this juncture I am bound to accept the Tribunal ruling about the status of the building in relation to the requirement for an HMO. I remain committed to proceedings with Portsmouth City Council (PCC) about the requirement for this Licence. I have cooperated with them in applying for a Licence while the legal requirement is litigated. I repeat that the building was not licensed as a result of any deliberate act on my part but as a result of communications from PCC I received in 2018 in relation to my other Hall of Residence offering identical arrangements to tenants. I attach this letter at Annex B."

20. The Respondent did not produce evidence before the Tribunal about the "arrangements" for accommodation of students *at Fountain Hall* referred to

21. The Respondent's witness statement of 23rd February 2026 at pages [21 to 22] of the bundle do not substantiate his assertion that the failure to obtain or apply for a licence for the premises was as a result of any communications from PCC. No evidence of communications with PCC about the premises in the period immediately before or during the relevant period was put before the Tribunal. The Tribunal is unable to accept that account of events. The Respondent failed to give any details of his interactions with PCC. It is clear from the Respondent's other evidence that he has had access to professional advice.

22. The Tribunal accepts the evidence of the Applicant in relation to the facilities at the premises and sharing of kitchen facilities. The Applicant was a reliable witness who did not embellish or seek to exaggerate her evidence or recollection.

23. The Tribunal finds that at the relevant time room 56 at the premises occupied by the Applicant formed part of a building consisting of a number of separate units of living accommodation which were not self-contained flats. That living accommodation was occupied by persons who did not form a single household.

The occupants of the premises and other units in the Building containing the premises were occupying as their only or main residence or are to be treated as doing so because they were undertaking a full time course of further or higher education within the meaning of section 259 of HA 2004. Occupation by those student residents of the constituted the only use of that accommodation. Those students paid rent to the Respondent for their occupation of the premises. This much was clear from the evidence given by the Respondent at the hearing on 17th March 2026. This is also clear from the Applicant's evidence that more than two of the households occupying the living accommodation at the Building containing the premises shared cooking facilities. Accordingly the premises constituted a "house in multiple occupation" within the meaning of section 254 of HA 2004.

Issue number 3 was 56 2-10 St Georges Way an HMO which required a licence?

24. The Tribunal initial considers the Respondent's case at its highest. At the hearing on the 17th March 2026 he sought to argue that PCC had accepted that the premises were exempt from licencing. He produced the letter from PCC of 15th November 2018.

25. The letter was addressed to addressed to Fenton Property Limited a company which the Respondent is or was a director, and in tis relevant parts read as follows:

> "Dear Mr Murphy
>
> Thank you for your application and documents regarding Fountain Hall, 16 Edinburgh Road, Portsmouth.
>
> This property is exempt from licensing under the statutory instruments 221 (2018) of the 2004 Housing Act and as such, you are not required to have an HMO licence. I have therefore returned your documentation and cheque for £1390.
>
> Please be aware that you will still need to contact Building Control to obtain a completion certificate."

26. The Tribunal is unable to accept that PCC's view about the status of the property known as *Fountain Hall* referred to in the letter of 15th November 2018 is of any relevance to whether the premises were exempt from licencing at the relevant time in 2024 and 2025. That letter related to separate premises at Fountain Hall on a completely different date.

27. The Respondent did not argue that the premises were a self-contained flat purpose-built flats situated in a block of three or more self-contained flats (article 4(c)(ii), Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 (SI 2018/221).

28. The relevant provisions for exemption of premises used for housing of students are contained in paragraph 14 of schedule 4 of HA 2004. They require such premises to satisfy the following conditions:

"(1) Any building–

(a) which is occupied solely or principally by persons who occupy it for the purpose of undertaking a full-time course of further or higher education at a specified educational establishment or at an educational establishment of a specified description, and

(b) where the person managing or having control of it is the educational establishment in question or a specified person or a person of a specified description.

(2) In sub-paragraph (1) "specified" means specified for the purposes of this paragraph in regulations made by the appropriate national authority. "

29. The Respondent did not produce evidence that he is or was at any relevant time a person "specified", or a person of a specified description so as to fall within the exemption in paragraph 14 of that Schedule. There is no evidence before the Tribunal to show that the Respondent or any of his companies are or were at the relevant time specified for the purposes of that Schedule. The Applicant produced an email from PCC dated 18th February 2026 which contained the following response to her requests made under a Freedom of Information Act request:

"YOUR REQUEST AND OUR RESPONSE:

1• Whether the property required an HMO licence during the relevant period; This is subject to active court proceedings and due to be determined by the court

2• Whether the property held a valid HMO licence during that period; No

3• The dates during which the property was unlicensed (if applicable); Currently unlicensed

4• The date of any licence application and grant (if applicable); Application considered duly made from 19th December 2025. No licence has been granted currently as it is still under review and being verified."

30. The Respondent has in effect declined the Tribunal's invitation to produce details of the litigation about the status of the Building or copies of documents referred to by him on 17th March 2026 or in that letter. The Applicant has produced sufficient evidence to satisfy the Tribunal beyond reasonable doubt that the room she occupied at the premises was an HMO that was required to be licenced under section 61 of HA 2004 in the period in which she paid rent but did not have a licence.

31. The Respondent accepts that he was at the relevant times a person having control of or managing the building containing the premises. He also accepts in

his most recent statement of the 20th April 2026 that at the relevant time he had not applied for and did not obtain a licence. This is confirmed by the email from PCC showing that the HMO licence was not applied for until December 2025.

32. Accordingly the Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence of having control of or managing the premises as an HMO, when it was required to be licenced contrary to section 72 (1) of HA 2004, unless he could show that he had a reasonable excuse for this or a temporary exemption notice or an application for a licence had been duly made.

Issue number 4 did the Respondent have a defence to the offence alleged under section 72 (1) of HA 2004?

33. The Tribunal is required to consider whether the Respondent has a reasonable excuse for controlling or managing the premise without a licence in the relevant period. He asserts that fact the building was not licensed was not a "deliberate act".

34. In deciding this issue the Tribunal has had regard to the following guidance upon the meaning of "reasonable excuse" in *Marigold v Wells* [2023] UKUT 33 (at [48]):

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

35. In his statement of 23rd February 2026 the Respondent accepted that he had applied for a "current" licence "as a safety measure" should the litigation which he refers to decided in PCC's favour. The Respondent has not produced evidence that he had applied for a licence at the time of the Applicant's occupation of the premises. There is no evidence of a temporary exemption notice.

36. The Tribunal is unable to accept the contents of the letter from PCC of 15th November 2018 provided the Respondent with a reasonable excuse for managing or controlling the premises as an HMO without a licence. The Respondent has not produced evidence about enquiries he may have made whether it was objectively reasonable for him to believe or assume that the premises were exempt from the requirement to have a licence.

37. The Respondent has not produced evidence about the date when he applied for an HMO licence or why he did so at that particular time. Nor has he produced

the application form or any information about how the form for that licence came to be completed. The Tribunal cannot accept his assertion that the communications with PCC were a cause of him managing or controlling the premises without a licence. He ahs not produce any of the communications or given any credible or satisfactory evidence about how his state of mind came to be produced, let alone what his state of mind was at the relevant time.

Issue number 5 Discretion to make an RRO

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

39. The Respondent's circumstances are very similar to many landlords who have not complied with the requirement to obtain a licence for an HMO. There were no exceptional or other circumstances which would justify the Tribunal in declining to make an award of an RRO.

Issue number 6 The amount of the RRO

40. Section 43(4) of the 2016 Act states :

> "In determining the amount the tribunal must, in particular, take into account: (a) the conduct of the landlord and the tenant; (b) the financial circumstances of the landlord; and whether the landlord has at any time been convicted of an offence to which this Chapter applies."

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

> "(a) ascertain the whole of the rent for the relevant period;
> (b) subtract any element of that sum that represents payment by the landlord for utilities that only benefited the tenant;
> (c) consider how serious the offence was, both compared to other types of offence in respect of which a rent repayment order may be made and compared to other examples of the same type of offence; and
> (d) consider whether any deduction from, or addition to, that figure should be made in the light of the other factors (mitigating or aggravating) set out in section 44(4) of the 2016 Act, namely.:
> (a) the conduct of the landlord and the tenant
> (b) the financial circumstances of the landlord, and
> (c) whether the landlord has at any time been convicted of an offence identified in the table at section 45 of the 2016 Act."

Rent paid

42. The rent paid in the relevant period was initially explained in the application

form by the Applicant as follows:

Date	Amount Paid
23 September 2024	£1,316
24 November 2024	£1,566
13 January 2025	£1,516
26 March 2025	£1,566

The Applicant said the total rent paid during the relevant period amounted to £5,964.00.

43. When asked why the initial figure of £1316.00 was lower than the instalment stipulated for other months of £1566.00 per 9 week period (at the rate of £174.00 per week). The Applicant said she had been charged twice for a deposit of £250.00 and upon pointing this out to the Respondent's employee, it had been agreed she would be credited with £250.00 from the first instalment of rent required in the tenancy agreement as recorded on page [33]. The lower figure of £1516.00 was explained by the fact the Applicant had contacted the Respondent or his employee when the fire alarm went off in the building and was credited with £50.00.

44. The Tribunal accepts the Applicant's evidence about the reason for the first instalment as £1516.00 and treats the amount of rent paid by that instalment as £1566.00 for the purpose of the initial calculation of rent paid.

45. No additional sums were paid by the Applicant for utilities. The Respondent did not contend that some of the utilities were for the sole benefit of the Applicant

Seriousness of the offence

46. In *Newell v Abbot* [2024] UKUT 181, the Deputy President of the Upper Tribunal Lands Chamber, at paragraphs 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO's awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At paragraph 57 he said as follows:

> "This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a

smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health."

47. The documents provided by the Respondent on 17th March 2026 were section 106 agreements with the local planning authority and others and deeds of variation relating to land known as Trafalgar House Edinburgh Road Portsmouth P01 1DE (and other postcodes). Some of these documents featured the Respondent as a guarantor the obligations of limited companies associated with him. These would have been the subject of detailed legal advice available to the Respondent. Some of these documents dated back to 2007 and 2015. These documents and the assured shorthold tenancy agreement at pages [32 to 41] of the hearing bundle show the Respondent to be an experienced and sophisticated developer of land in Portsmouth with access to high level professional advice.

48. To assess the seriousness of the offence, the Tribunal turns to the Applicant's case about the condition of the premises.

Conduct of the Respondent as landlord and condition of the premises

49. The Applicant's statement at pages [26 -30] and exhibits gave evidence that during the period of the tenancy the condition of the premises was poor. She said there was high humidity significant dampness and mould. She referred to mould growth on a number of occasions recovering despite regular cleaning ventilation. This was largely unchallenged. On being questioned by the Tribunal, the Applicant accepted that these issues manifested themselves from about January/February 2025. She estimated that the photograph on page [49] showing damp in her room and the ceiling of the room was taken in about January or February 2025. She thought the photograph of the underneath of a mattress at page [50] of the bundle was taken in April 2025 the photograph showing mould on the ceiling at page [51] was taken in about March 2025. She said the photograph of mould on page [52] was taken in March or April 2025.

50. The Applicant's evidence was that she purchased mould remover and cleaned the ceiling. She illustrated this by reference to the photographs on pages [54] and [55]. She said the mould was a recurring problem. She said that the ceiling depicted in the photograph on page [55] was the same location as the photograph at page 54. She identified the photograph of the ceiling at page [56] as showing where water entered from the exterior wall depicted in the photograph on the left hand side on page [70] date stamped 18th June 2025 taken by PCC's officer.

51. The Applicant's unchallenged evidence was a housing regulation officer from PCC attended the premises to carry out an inspection on the 17th June 2025. That officer sent an e-mail to the Applicant on 18th June 2025 at page 61 of the bundle which in its material parts read as follows:

> "During our visit… we noted that two of the walls showed significant damp readings. This was found on the left hand wall where the chimney is situated as well as the right hand side of the wall where the window is. The damp is very likely caused by the roof leaking in or around the

chimney. This will need investigating and all remedial works completing. We plan to return in three to four months to fully assess the room for damp and mould once the room is occupied" That officer's manuscript notes dated 18th June 2025 are found at pages 73-74 of the hearing bundle. The material parts of those notes record that the premises were inspected. It was noted that "windows sashes are broken with cracked glazing left hand exterior wall and chimney breast is wet however has been recently painted. Room contains ensuite with no cooking facilities".

52. Photographs of damp meter readings of 18th June 2025 are found at pages [65-68] of the hearing bundle.

53. The Applicant was inexperienced in renting properties. Her evidence was she initially raised concerns about the condition of the room with the Respondent's employees one of whom was known as "Billy". One of the responses she received was an e-mail on the 9th May 2025 at page [45] from the Respondent's employee known as "Jasmine" who said that "Billy has looked at this and confirmed its mould he won't be painting over it he will be wiping it away with solution than painting over it". The Applicant had said previously the same day in an e-mail "before any work is carried out on the ceiling including painting over the mould I'd appreciate written confirmation such as a survey or test report that the ceiling material does not contain asbestos. This is simply for my peace of mind as if it does contain it could cause me serious respiratory problems. If that documentation is isn't available right now I kindly ask that any work on the ceiling be postponed until after my stay".

54. A further e-mail from Jasmine to the Applicant on the same day said that "there have been refurbs carried out in all rooms in the last couple of years and it was not the original ceilings and sought to reassure the applicant that more modern materials have been used for the ceilings". Despite the concerns about asbestos no survey or risk assessment relating to asbestos appears to have been produced by the Respondent at any stage

55. The Respondent's statement of 20th April 2026 gave the following account about this:

> "a. 8/5/25-first email sent from Tasnim stating there was an issue with the tumble dryer and that she is experiencing mould in her room which isn't helping her asthma, she also stated she spent £200 on dehumidifiers but she was told she would be given one by maintenance but never did? She never provided a receipt at the time.
>
> b .9/5/26 - PSA responded with "I have alerted Billy to come and take a look at the mould. I will let you know when he can come out to you. I would recommend you open all windows to create airflow if you can and make sure the areas that have it are clear. As for the tumble dryer which one is it? I will alert the Landlord and let you know the outcome. Billy will be there tomorrow to do the second coat for the mould." Tasnim's response was- "Thank you could I ask for them to not touch the ceiling as I am concerned it is asbestos and touching it could be very dangerous, if it's not then they can cover the ceiling as well. Before any work is carried out on the ceiling, including painting over the mould, I'd appreciate

written confirmation such as a survey or test report that the ceiling material does not contain asbestos. This is simply for my peace of mind as if it does contain any it could cause me serious respiratory problems. If that documentation isn't available right now, I kindly ask that any work on the ceiling be postponed until after my stay. Thank you for your understanding."

c. Repairs were refused until after she moved out. We then continue to reassure her that it is not asbestos, but she would not except that without a professional reading as her brother believes its "asbestos" as he has his own construction company.

d. 19/5/2025- Tasnim then requests to terminate her tenancy due to the "mould" as she deems the property is no longer safe or sustainable for her to live in. We then reply asking her to follow the correct way as stated in her tenancy to provide a replacement tenant which then she is able to leave and reminding her that there was still a rent payment of £1,566.00 due on the 21/5/26 which she never paid. Tasnim then says she doesn't think it's fair to be asked to pay the remaining rent due to the issues she's expressed and that it's been left and not replaced and that she wouldn't offer another person the option to take over her tenancy. - Repairs couldn't be fixed as she refused Billy to enter to do so.

e. .....

f. Tasnim vacated the building on the 21/5/25 without confirmation to do so.

h. 23/6/25 - We then emailed Tasnim and her Guarantor again asking for her arrears to be paid (£1513.00) and listed out the damage in her room after checking out which were - £200 - broken window. £65 - to remove dumped bed £50- for broken wardrobe £25- light cleaning fee £10 - broken blind £150- rest taken for late payment fees. This left no deposit to be returned. We also stated we believe the small amount of mould was caused by her hanging wet clothes in her room to dry and the tenant vaping without opening any windows to ventilate the room. Also, she was told to clean her room on multiple occasions because when room inspections took place her room was in a state."

56. The Tribunal draws the following conclusions from the above evidence:

56.1 the Applicant's case that the premises were suffering from damp mould and water penetration in May and June 2025 is amply supported by the evidence of PCC's officer and the photographs in the bundle.

56.2 the damp and mould were in all probability caused by defects in the external wall and or chimney near to or defects in part of the flank wall forming the external part of the premises.

56.3 on the balance probabilities these were long standing defects which developed well before in April or May 2025,

56.4 mould and water penetration are well known factors which may give rise to or exacerbate adverse respiratory and other health conditions;

56.5 Appropriate works with repair or remedial works could not safely or lawfully be carried out with the Applicant in occupation of the premises until an assessment of possible risks to the health of the Applicant had been carried out. That assessment may have had to include a risk assessment for the presence of asbestos.

56.6. The Respondent did not carry out an appropriate risk assessment or if he did, he has not provided it to the Applicant or the Tribunal.

57. The Tribunal finds there is no reliable or satisfactory evidence that:

57.1 lack of ventilation by the Applicant was a material cause or damp or mould; the Respondent has not produced any evidence to support this assertion.

57.2 the broken sash window or wardrobe was the result of any misconduct or lack of care by the Applicant. (The inventory on page 10 of the tenancy agreement [at 41] was not competed before or after the tenancy and the Respondent did not provide any photographic or other evidence to substantiate these complaints);

57.3 the Applicant did anything wrong in removing a damp mattress from her room which had mould;

57.4 the Applicant's lifestyle was a cause of lack of ventilation or damp;

58. In reaching the above findings the Tribunal emphasises (as it explained during the hearing on the 23rd April 2026), its jurisdiction does not extend to considering claims for damages or counterclaims or whether deductions from a deposit were properly made. Nothing in these reasons should be read as determining those issues. That said, the Respondent's omission to produce any records relating to maintenance repair or remedial works relating to the premises means that where his evidence conflicted with that of the Applicant, his evidence could not be accepted given the expectation that a commercial experienced landlord would retain such records.

59. On the issue of the deposit paid by the Applicant, there was no evidence in the tenancy agreement or elsewhere that the deposit was protected by an authorised scheme complying with section 213(1) of HA 2004. The tenancy agreement in the hearing bundle contained no reference to prescribed information required by The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (SI 2007/797). The Applicant confirmed that she did not receive such information.

60. The Tribunal does not attach a great deal of weight to the failure to provide prescribed information. However the failure to complete the inventory on the subsequent making of deductions from the deposit on the basis of alleged breakages without reference to an authorised dispute resolution scheme is however, well below the standard expected of landlords for student accommodation.

Conduct of the Applicant

61. At the hearing on the 17th March 2026 the Respondent alleged the Applicant breached the terms of her tenancy agreement by allowing her boyfriend too reside at the premises. The Applicant answered this allegation in her evidence

on 23rd of April 2026. She said her boyfriend did visit her at the premises but did not reside. The Tribunal accepts her account. This complaint was not preceded in in the Respondent's witness statements or recorded in writing before the Respondent's evidence on the 17th March 2026. These allegations bore all the hallmarks of a late attempt to undermine her credibility.

62. The Tribunal is unable to accept that the Applicant's conduct in terminating the tenancy in May 2025 could be regarded as misconduct for the purposes of this application or unlawful. It is not for this Tribunal to determine whether or not the Applicant's wish to terminate the tenancy agreement early amounted to acceptance of a repudiatory breach or breaches by the Respondent. It suffices to say the Tribunal does not regard her conduct as in any way blameworthy or relevant to the assessment of the amount of any rent repayment order.

63. The Tribunal does not accept that any breakages or damage which the Respondent alleges were caused or contributed to by the Applicant, were the result of any breaches of the tenancy agreement or any relevant conduct on her part. The Respondent's failure to produce any evidence of the condition of the premises before the tenancy was granted in a commercial undertaking of this kind, means the Tribunal is unable to attach any weight to these allegations.

64. The Tribunal attaches no significance to the offer of settlement made by the Respondent referred to in his statement of 23rd April 2026 and has not taken it incite account. It is inadmissible as the result of "without prejudice" negotiations.

65. The Tribunal is not aware of any relevant convictions against the Respondent. The Respondent did not adduce any evidence of his financial circumstances.

Overview on amount of rent repayment order

66. The Respondent's experience and sophistication as a multiple landlord and the relative vulnerability of the Applicant as a new student in the city, taken with the poor condition at the premises and lack of compliance with the regulatory aspects of the Housing Act mean this is at the higher end of seriousness for this kind of offence. An award based upon 90% of the actual rent paid that is to say 90% of the following amounts is appropriate:

23 September 2024	£1,566 (deemed full payment)
24 November 2024	£1,566
13 January 2025	£1,516
26 March 2025	£1,566
	£6214.00

RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 1

5 (five) Section 106 Agreements and copy letter 21st February 2018

Appendix 2 relevant legislation

Section 72(1) of the 2004 Act provides that a person who has control of or manages an HMO required to be licensed under section 61 of the 2004 Act commits an offence if it is not so licensed. Section 72(5) of the 2004 Act provides that "In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that [the person accused] 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." (Tribunal's insertions)

Section 61(1) of the 2004 Act provides that "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."

The relevant part of the 2004 Act is Part 2. Section 55 of the 2004 Act is entitled "Licensing of HMOs to which this Part applies". Sections 55(1) and 55(2) of the 2004 Act (in their relevant parts) provide:

"(1) This Part provides for HMOs to be licensed by local housing authorities where–

(a) they are HMOs to which this Part applies (see subsection (2)), and
(b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority–

(a) any HMO in the authority's district which falls within any prescribed description of HMO, and
(b)....."

Article 4 of Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018/221 provides that "An HMO is of a prescribed description for the purpose of section 55(2)(a) of the Act if it—

(a) is occupied by five or more persons;
(b) is occupied by persons living in two or more separate households; and
(c) meets—

(i) the standard test under section 254(2) of the Act;
(ii) the self-contained flat test under section 254(3) of the Act but is not a purpose-built flat situated in a block comprising three or more self-contained flats; or
(iii) the converted building test under section 254(4) of the Act."

References to "the Act" in that Order are to the 2004 Act: article 3.

1. Section 62(1) provides: "This section applies where 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, notifies the local housing authority of his intention to take particular steps with a view to securing that the house is no longer required to be licensed."

2. Sections 62(6) and 62(7) of the 2004 Act provide:

"62(6) If the authority decide not to serve a temporary exemption notice in response to a notification under subsection (1), they must without delay serve on the person concerned a notice informing him of—

(a)the decision,
(b)the reasons for it and the date on which it was made,
(c)the right to appeal against the decision under subsection (7), and
(d)the period within which an appeal may be made under that subsection.

(7)The person concerned may appeal to [the FTT] against the decision within the period of 28 days beginning with the date specified under subsection (6) as the date on which it was made."

3. Section 72(4) of the 2004 Act provides: "In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time— a notification had been duly given in respect of the house under section 62(1),..... and that notification ..... was still effective (see subsection (8))."

4. Section 72(8) of the 2004 Act provides "For the purposes of subsection (4) a notification ..... is "effective" at a particular time if at that time it has not been withdrawn, and either—

(a)the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or....."

Section 254(2) of the 2004 Act. This sets out what constitutes an HMO, falling within the "standard test":

"A building or part of a building meets the standard test if

(a) it consists of one or more units of living accommodation not consisting of self-contained flats;
(b) the living accommodation is occupied by persons who do not form a single household;
(c) the living accommodation is occupied by the tenants as their only or main residence;
(d) their occupation of the living accommodation constitutes the only use of that accommodation;
(e) rents are payable in respect of the living accommodation; and
(f) two or more of the households who occupy the living accommodation share one or more basic amenities, namely the kitchen, a bathroom and a toilet. "