



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

**Case Reference** : HAV/00HB/HMF/2025/0626

**Property** : 44 Station Avenue, Bristol, BS16 2DU

**Applicant** : Virjan K Sepe  
Constance Gomez-Martin

**Representative** :

**Respondent** : Roger J Allen  
Lucy Allen nee Williams

**Representative** :

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

**Tribunal Members** : Regional Surveyor Clist MRICS  
Mr Stephen Mason FRICS

**Date of Hearing** : 14 April 2026

**Date of Decision** : 5 June 2026

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**DECISION**

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## **Decision**

**The Respondent shall pay to the Applicant 1 (Mr Sepe) the sum of £2310 and to Applicant 2 (Ms Gomez-Martin) £2,055 within 28 days.**

**The Respondent shall reimburse the Tribunal fees paid by the Applicants of £341 to the Applicants within 28 days.**

## **Reasons**

### **Background**

1. On 26 September 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenant for a rent repayment order (RRO) against the Respondent landlord. The amount claimed is stated as:

Virjan Sepe - £10,200.00 (Contract Total) £9,067.00 (Total taking into account council tax reduction)

Constance Gomez-Martin - £13,500.00 (Contract Total) £12,264.00 (Total taking into account council tax reduction)

2. The Applicant states that the property in question did not have a HMO licence.
3. On 10 April 2026 the second Applicant, Ms Gomez-Martin made a case management application to attend the hearing remotely from France. As Ms Gomez-Martin had not supplied any evidence as to having permission from France to give evidence in English proceedings, his Applicant has applied very late in the proceedings, the application was granted to the extent of observation of the hearing.
4. Also on the 10 April 2026, the Respondents made a request to the Tribunal for an anonymity order or restricted publication of the decision on the basis of any potential reputation harm. The Tribunal reserved a decision on the matter and would deal with the same as a preliminary issue at the hearing.
5. The Tribunal in determining the application needs to be satisfied beyond reasonable doubt that the landlord has committed one or more of the offences outlined in Chapter 4, paragraph 40 (3) of the Housing and Planning Act 2016 before it will decide (a) whether to make a rent repayment order and, if so, (b) for what amount.

## Law

6. A rent repayment order is an order of the Tribunal requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant. Such an order may only be made where the landlord has committed one of the offences specified in section 40(3) of the 2016 Act. A list of those offences was included in the Directions issued by the Tribunal.
7. Where the offence in question was committed on or after 6 April 2018, the relevant law concerning rent repayment orders is to be found in sections 40 – 52 of the 2016 Act. Section 41(2) provides that 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.
8. Section 43 of the 2016 Act provides that, if a tenant makes such an application, the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that the landlord has committed one of the offences specified in section 40(3) (whether or not the landlord has been convicted).
9. Where the Tribunal decides to make a rent repayment order in favour of a tenant, it must go on to determine the amount of that order in accordance with section 44 of the 2016 Act. If the order is made on the ground that the landlord has committed the offence of controlling or managing an unlicensed HMO, the amount must relate to rent paid during a period, not exceeding 12 months, during which the landlord was committing that offence (section 44(2)). However, by virtue of section 44(3), the amount that the landlord may be required to repay must not exceed:
  - a) the rent paid in respect of the period in question, less
  - b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
10. In certain circumstances (which do not apply in this case) the amount of the rent repayment order must be the maximum amount found by applying the above principles. The Tribunal otherwise has a discretion as to the amount of the order. However, section 44(4) requires that the Tribunal must take particular account of the following factors when exercising that discretion:
  - 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 any of the specified offences.

### **The Hearing**

11. The hearing took place on the 14 April 2026 remotely. In attendance was Mr Sepe, for the Applicant and the first Respondent, Mr Allen.
12. Ms Gomez-Martin was not in attendance. Mr Sepe confirmed that it was his understanding that she did not intend to join the hearing.
13. Mr Allen explained that the second Respondent, Mrs Allen would not attend the hearing as she was caring for their newborn daughter.
14. The Tribunal confirmed to the parties that it had read the bundle, comprising 142 pages prior to the hearing. The parties were invited to direct the Tribunal's attention to any particular documents within the bundle using the electronic page numbers within their submissions.
15. This decision records the most salient parts of the hearing which the Tribunal took account of in reaching its determination. It is not however a transcript of all that took place.
16. Any references in this determination to electronic page numbers in the bundle are indicated as [ ].
17. The Tribunal is grateful to both parties for their submissions.
18. As a preliminary matter, the Tribunal heard submissions from Mr Allen and Mr Sepe with regards to the Respondents' request for an anonymity order. Mr Allen explained that the publication of his and Mrs Allen's names and address would cause stress and reputational harm to them as small private landlords. This was compounded by the fact that the couple had a newborn child. It was said that it would be disproportionate to the matter of a licensing issue and not within public interest.
19. Mr Sepe objected, stating that the matter was within the public interest. Tenants should be aware of their rights and landlord obligations. The publication of the decision would hold the Respondents accountable.
20. The Tribunal considered the submissions and concluded that it would not grant the Respondents anonymity, explaining that it is within the Tribunal's rules (Tribunal Procedure (First Tier Tribunal) (Property Chamber Rules 2013) to issue its decisions in writing (Rule 36). With regard to Rule 17, the Tribunal was not satisfied that the publication of the decision would cause the Respondents any serious harm.

## **The Applicants' case**

21. Mr Sepe stated that the period of tenancy to which the Property was licensed was between 16 September 2024 – 16 September 2025, adding that the third tenant who was not subject to the application, moved into the property later than the Applicants on the 23 September 2024.
22. Mr Sepe submitted that Mr Allen had failed to provide 24 hours notice [139] before visits, sometimes with no notice at all. The lack of HMO license was symbolic of a lack of good practice and it was his intention to hold the Respondents to account. Whilst he acknowledged that the Respondents were small landlords, it was said that Mrs Allen has a professional background in lettings making the failure to licence worse.
23. During the course of his evidence, Mr Sepe explained that there is an inherent power dynamic in Bristol between landlords and tenants. He did not feel comfortable in Mr Allen's presence and found dealing with him difficult, describing it as being Mr Allen's way or no way. That said, he did not consider the Respondents to be bad landlords or bad people but their practice had not been good, citing an occasion whereby during the course of a visit Mr Allen had turned off a fan stating that it was using too much electricity.
24. Mr Sepe referred to another occasion whereby Mr Allen visited the Property following a report of a fault to the refrigerator. It was said that Mr Allen had been reluctant to accept there was a fault with the fridge, necessitating Mr Sepe to provide evidence of the temperature to Mr Allen the next day to convince him that it was not refrigerating to the required level. Mr Sepe stated that the delay was a risk to the tenants' health.
25. Further, it was said that Mr Allen controlled the central heating remotely and any change to the programme needed to be requested.
26. Mr Sepe explained that his rent initially included the council tax but it was decided that it was easier for the tenants to pay the local authority directly. The Respondents therefore refunded the tenants and agreed a new rent net of the council tax payment. Mr Sepe's rent had initially been agreed at £850 pcm to include council tax but was agreed at £747 pcm exclusive of council tax.
27. It was confirmed that Mr Sepe had not been in receipt of universal credit, stating that he and his co-tenants were all professionals.
28. Mr Sepe submitted that there had been three people occupying the Property between September 2024- September 2025. The additional licensing scheme had come into effect in August 2024 and had been well promoted and published beforehand.
29. It was said that Mr Allen had over 20 years experience as a Landlord

and should have known about the requirements. The fact that it was overlooked highlights poor practice.

30. Mr Sepe said that even discounting the matter of the fridge repair, communicating with Mr Allen always felt like a battle and it was not good practice. He had encountered a very different experience with other landlords. The Respondents should be more professional and considerate of their tenants.
31. As to the calculation of the utility bills, this should be apportioned only for two tenants, not the three.
32. As to costs, the Applicants were seeking the return of the Tribunal fees as they should not have to bear the costs of the Landlord's non-compliance.

### **The Respondents' Case**

33. Mr Allen explained that the Respondents had purchased and refurbished the Property to a high standard and had intended to let it as a Company let. There was unsuccessful, however. He was then approached by the Applicants who wished to let the Property with a third tenant, a nurse. The Respondents had not realised that a HMO license was needed at this point. Once the Respondents had learnt of the change to the HMO licensing requirements, they had misunderstood the same believing they needed to apply for planning permission first. An application had been made and approved to change the use of the building from 'C3' to 'C4' use.
34. The Property was finished to a high specification and let fully furnished to the tenants.
35. It was said that there had been a good relationship with the Applicants and Mr Sepe's suggestion as to the Respondents conduct had been surprising. Mr Allen accepted that there had been an occasion whereby only 20 hours notice had been provided but the Applicants had consented to the same and it was difficult to obtain 24 hours notice from tradesman. Repairs had been undertaken in response to the Applicants reports or requests and so any visits were carried out in relation to the same, with their consent. Any unannounced visits had been few and far between. Mr Allen apologised for having been too proactive in the management of the Property.
36. Mr Allen said that the Respondents had not obtained any professional advice related to the planning application or HMO regulations, explaining that he keeps a tight budget and should have known himself as a landlord. It was his belief that he needed to apply for planning permission first rather than a licence.
37. Mr Allen confirmed that he had not provided full details of his and his wife's financial circumstances but understood that the Tribunal could

not consider any mortgage payments. It was said that Mrs Allen had no income and Mr Allen himself was semi-retired.

38. Mr Allen stated that he had made an application for a HMO license on 31 October 2025 but it was still being processed. The local authority had a backlog of over 12 months.
39. Mr Allen explained that he had not made an application sooner due to the misunderstanding surrounding the need for planning permission and throughout the period of February – March 2025 Mrs Allen had suffered with health issues including a miscarriage and subsequent high-risk pregnancy. That period of time being difficult for the Respondents and took the focus of their attention. Mr Allen had not provided any medical evidence to the Tribunal as he felt the matter was personal.
40. Mr Allen agreed with Mr Sepe's evidence relating to the reduction in rent to account for council tax, confirming that the correct rent for his room was £747 pcm. The rent included the TV licence, broadband, gas, electricity, water and sewerage costs.
41. Mr Sepe agreed that those items were included in the rent but disagreed with Mr Allen's calculation of the same.
42. Mr Allen confirmed to the Tribunal that he owned one rental property solely and a further two jointly with Mrs Allen, in addition to their marital residence.
43. Mr Allen had no other offences under this chapter.
44. Whilst Mr Allen admitted that he had not held a HMO license, he felt that he and the second Respondent had been good, responsive landlords supplying good quality accommodation and had been otherwise compliant with all letting requirements. A HMO license had been applied for.
45. The regularity of unannounced visits was refuted, as was the allegation of poor practice. Any issues had been dealt with swiftly and responsibly. Mr Allen apologised to Mr Sepe if he had ever made him feel uncomfortable but equally Mr Sepe could have approached him at any time about the issue.
46. It was said that the Respondents are small landlords and normal people, he did not know what else they could have done throughout the course of the tenancy. In relation to the fridge, he had taken a look at it following Mr Sepe's complaint and thought that it was ok. He had contacted the engineer the following day following Mr Sepe's further concerns and the engineer attended the property a day or two later. A new part was required and had to be ordered which took a few days and in the meantime the fridge needed to be defrosted which the tenant did over the weekend. In total the matter took 6 days to be resolved.

47. In terms of other visits, he recalled visiting to respond to report of a damp spot, to fix the broadband and to adjust the heating which is a Hive system and connected to the internet. Any connection issues with the internet resulted in the heating going off.
48. Ms Gomez-Martin was said to have requested the heating go on at 5am to which he had met the request.
49. Other visits involved the installation of a gate lock, four visits to cut shrubs and clear guttering and a gas safety inspection. In addition, as proactive landlords they would visit the Property every two months.
50. It was a good quality Property and the Respondents did the best that they could.
51. Mr Allen stated that he had made a reasonable offer to settle to which the Applicants had rejected. The matter did not have to proceed to a hearing. The Applicants brought the application and will benefit from any rent repayment order made. He should not have to pay their costs for obtaining the same.

### **Consideration and Decision**

Was the Respondent the Applicant's landlord at the time of the alleged offence?

52. The Tribunal has before it two individual tenancy agreements between the parties (both dated 7 September 2024 for a 12 month term commencing 16 September 2024) and evidence of the Applicant's rent payments. Furthermore, the Respondent accepts that he and the second Respondent were the Applicants' landlords throughout their tenancy. Accordingly, the Tribunal is satisfied that the Respondent was the Applicant's landlord at the time of the alleged offence.

Applying the criminal standard of proof, is the Tribunal satisfied beyond reasonable doubt that the alleged offence has been committed?

53. The Tribunal is satisfied that the property was required to be licensed as a HMO during the period of the alleged offence.
54. Correspondence confirming the occupation of the third tenant was included within the bundle [48-52]. The first Respondent accepted that the property was occupied by three individual tenants for the relevant period.
55. The first Respondent has admitted that he did not hold a licence over the relevant period. A HMO licence application was later lodged 31 October 2025. Evidence of such was produced in the hearing bundle [70].

56. The Tribunal is satisfied that the property required, but did not have [22-25], a relevant licence during the relevant period.
57. The Tribunal is satisfied that the Respondents were landlords having control of or managing an HMO that was required to be licensed but which was not. Evidence of such was produced in the hearing bundle and was not disputed by the Respondent.
58. The Tribunal finds that the offence of controlling and/or managing an HMO which was required to be licensed under Part 2 of the Housing Act 2004 but was not so licensed contrary to section 72(1) of the 2004 Act is made out.
59. The Tribunal next turned its attention as to whether the Respondents had a reasonable excuse defence for the failure to licence the property.
60. The first Respondent admitted that the property was a HMO, and that it required and did not have the appropriate licence. The first Respondent had explained that he was a small landlord with a portfolio of three properties. It was not disputed that the second Respondent had professional lettings experience.
61. Mr Allen had explained that the Respondents had not intended to let the Property as a HMO initially but rather as a Company let. They had not been initially aware of the introduction of the city-wide additional licensing scheme, believing it was restricted to certain wards, although when they became aware they had misunderstood the requirements and believed that they had needed to apply for planning permission to change the use of the Property to a 'C4' HMO use first. Mr Allen admitted that this was an error. They had not taken any further action at the time of the grant as Mrs Allen was experiencing health issues at that time.
62. The Tribunal considered that whilst the first Respondent was a credible witness providing candid responses to questions, his grounds of making an oversight were insufficient to extinguish his culpability. Notwithstanding, the action taken to obtain planning permission for HMO use, albeit under a mistaken believe was a mitigating factor.
63. Having established that an offence was committed the Tribunal finds that the offence occurred from 23 September 2024, that being the date that the third tenant took occupation to the 15 September 2025, that being the last day of the Applicants' tenancy agreements.

Exercising its discretion, should the Tribunal make a Rent Repayment Order?

64. Section 43 of the 2016 Act provides that the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies. The Tribunal is satisfied that, in this instance, the offence has been made out and considers it is appropriate to make an order.

### Determining the amount of the Rent Repayment Order

65. In determining the quantum of an Order, Section 44 of the 2016 Act requires the Tribunal to have regard to specific factors. In particular, Section 44(4) refers to the conduct of the landlord and the tenant, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of an offence to which this Chapter applies.
66. In *Acheampong v Roman* [2022] UKUT 239 the Upper Tribunal provided guidance on how to calculate the appropriate Order. In summary, the Tribunal is advised to:
  - i. Ascertain the whole of the rent for the relevant period;
  - ii. Subtract any element of that sum that represents payment for utilities that only benefitted the tenant;
  - iii. Consider how serious the offence was and what proportion of the rent, after deductions, is a fair reflection of the seriousness of the offence;
  - iv. Finally, 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) and as referred to in paragraph 64 above.
67. Taking each in turn.
68. The relevant period is 23 September 2024 to 15 September 2025, one week short of the 12 month term under the Applicants' tenancy agreements. The total rent paid by the 1st Applicant throughout this period was £8,892.63 which was inclusive of utility bills, but exclusive of council tax which had been adjusted for by the parties in the rental payments.
69. With respect to the 2<sup>nd</sup> Applicant, the Tribunal noted that evidence of rental payments for February, March, July and August 2025 were missing [56]. The Tribunal therefore had no evidence of rent being paid for these months.
70. Taking the sum of the eight payments evidenced within the hearing bundle and deducting one week's rent to reflect the period prior to the third tenant's occupation, the Tribunal arrived at a total figure of £8,043.15, also inclusive of bills but excluding council tax.
71. Both parties accepted that the rent included utility bills with evidence of the costs incurred provided by the Respondents [67]. The Tribunal

accepted the figures provided in relation to gas, electricity, TV licence, broadband water and sewerage. These costs were for the benefit of the tenants and the Tribunal are content to adopt the same, noting that they had not been disputed by the first Applicant.

72. The Respondents had however, included their costs relating to mortgage interest, insurance, annual gas safety testing and pre-tenancy cleaning. The Tribunal considers these costs as those a Landlord should bear as costs of operating the Property and are not services provided to the tenants that are reflected in their rental payment.
73. The Tribunal therefore calculated the sum of the utility bills to be £3,649.50 which was divided by three to arrive at a figure of £1,216.50 per tenant for the year. The Tribunal then deducted one week to reflect the relevant period arriving at £1,193.11 cost per tenant.
74. The Tribunal then deducted this figure from the Applicants' rental payments, arriving at a net rent of £7,699.52 for the first Applicant, Mr Sepe and £6,850.04 for the second Applicant, Ms Gomez-Martin.
75. The Tribunal is next required to decide how serious the 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 when compared to other examples of the same type of offence. From there, the Tribunal will consider what proportion of the rent is a fair reflection of the seriousness of this offence.
76. Turning to the former of these two points the Tribunal reminded itself of the guidance provided by the Upper Tribunal in *Newell v Abbott & Okrojek* [2024] UKUT 181 (LC), where, at paragraph 38, the Upper Tribunal referenced previous Tribunal guidance handed down within *Acheampong* and in *Hallet v Parker* [2022] UKUT 165 (LC) commenting that, in a list of housing offences which includes the use of violence to secure entry, unlawful eviction and failure to comply with an improvement notice, a licensing offence is relatively of lesser seriousness.
77. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Upper Tribunal went further and, at paragraph 48 and 49 of the decision, the Deputy Chamber President attempted to rank the housing offences by reference to their general seriousness. At paragraph 49, Judge Martin Rodger KC refers to the offence of controlling or managing an unlicensed HMO as "*generally of a less serious type. That can be seen by the penalties prescribed for those offences which in each case involve a fine rather than a custodial sentence.*" Judge Rodger KC continues "*Although generally these are lesser offences, there will of course be more or less serious examples within each category.*" The Tribunal reminded itself that circumstances pertaining to a licensing offence may vary significantly.

78. Turning to the circumstances of this case, Mr Allen says that the Respondents own and manage a small portfolio of rental properties, two being held jointly whilst one being owned solely by Mr Allen.
79. The Tribunal does not find the Respondents' omission to obtain the required licence to have been a deliberate act. However, it is incumbent on any landlord to keep abreast of statutory and regulatory requirements. In omitting to obtain the necessary HMO licence the Respondent failed to keep abreast of such requirements.
80. The Tribunal accepts Mr Allen's evidence that he had misunderstood the requirement to obtain a licence, instead applying for planning permission, although the Tribunal finds that the Respondents ought to have had a better understanding of the legislative requirements or have made an enquiry with the local authority as to the requirements, considering Mr Allen was an experienced Landlord and Mrs Allen's professional background in the lettings industry.
81. With regards to the condition of the property, it was said by the first Respondent that the property was in very good condition and finished to a high specification, photographic evidence of the same was provided by the Respondents. This was not disputed by the First Applicant.
82. The Respondents also included evidence within the bundle of a gas safety certificate, electrical installation condition report (EICR), an energy performance certificate (EPC) and the grant of planning permission for the change of use to a HMO.
83. Turning to the seriousness of the offence, the Tribunal considered that it was low when compared to other types of offence in respect of which a rent repayment order can be made although when compared to other examples of the same type of offence and owing to the relatively good condition of the subject property, albeit acknowledging that a HMO licence. Furthermore, the Tribunal acknowledged that the Respondents were experienced landlords with a portfolio of properties. Mrs Allen had a professional background in the lettings industry. Whilst the lack of licence was an inadvertent error, it was an error that was not acceptable given the landlords' experience.
84. With this in mind, the Tribunal considered a starting point of 50% of the proportion of the rent was appropriate.

85. Finally, turning to those factors set out in s.44(4) of the 2016 Act the Tribunal finds that the tenant's conduct was good throughout his occupation of the property. The Tribunal therefore sees no reason to make a deduction in respect of such.
86. The Tribunal found that the Landlord's conduct had also been good throughout the course of the tenancy. With regards to the allegations made by the tenant regarding a lack of notice when responding to maintenance or repair issues, Mr Allen accepted that he had provided less than 24 hours notice on 21 January 2025 when his builder attended the property to replaster a wall. The Applicants did not provide any further evidence within the bundle of other occasions although Mr Sepe's oral evidence was that there had been other occasions including unannounced visits. Mr Allen accepted there may have been other occasions although disputed that they were regular occurrences, adding that it may have occurred once or twice on the basis that he thought he had a good relation with the tenants and it was with the intent to maintain the Property. Mr Sepe did not dispute the purpose of the visits or that consent had been given, although did explain that there had been an imbalance of power that affected the ability to communicate with Mr Allen.
87. On balance, the Tribunal finds that there were other occasions whereby the Landlord provided less than the required notice or unannounced visits although accepts the Respondent's evidence that these occurrences were not frequent and consented to by the tenants for the purpose of carrying out repairs or maintenance.
88. Whilst the Tribunal accepts that this would not have been convenient to the tenants who are entitled to 24 hours notice, the Tribunal has difficulty in finding that the same was poor conduct on the landlord's part whereby the tenant had consented to the same and where it was clear to the Tribunal that Mr Allen had been a proactive landlord, keen to tend to any necessary repairs or maintenance. That is not to say that the Tribunal did not understand Mr Sepe's explanation of an imbalance of power and difficulty in communication. Much of this appeared clear to the Tribunal to be down to differences in personalities and approaches, in addition to the consequence of the roles of each party as Landlord and Tenant. There was no evidence before the Tribunal that the Respondents had intended to abuse that power, only an intention to maintain the Property.
89. With respect to the repair of the refrigerator, the Tribunal does not accept that Mr Allen's approach was unreasonable. A landlord is entitled to investigate any matters of disrepair prior to engaging a contractor or engineer or replacing any items. It was clear that Mr Allen accepted Mr Sepe's report following his visit that the refrigerator was not operating at the required temperature and Mr Allen acted upon the same arranging for an engineer to visit. The delay in ordering the required part was unavoidable and the Tribunal were not satisfied that the event amounted to any poor conduct on Mr Allen's part.

90. With regards to Mr Sepe's oral evidence that Mr Allen had switched a fan off whilst visiting the Property, the Tribunal did not find this event to be significant enough to warrant a finding of poor conduct.
91. Further, the Respondents have also been candid in admitting the oversight in obtaining a HMO licence and have engaged meaningfully in the proceedings.
92. The Tribunal considered that the Respondents' application for planning permission on 11 November 2024 to be a significant mitigating factor. Whilst the Respondents had failed to obtain a HMO license on the basis of a misunderstanding as to the requirements, an unacceptable oversight given their experience, an attempt was made to become compliant, even if that course of action had been the wrong course to take. It demonstrated that the Respondents had attempted to take action. Notwithstanding, Mr Allen said that it was understood that a licence could be obtained once planning permission was granted, however an application was not made as an oversight due to Mrs Allen's health. Whilst the Tribunal accepts Mr Allen's oral evidence on this, it was not sufficient for the Tribunal to find that the Respondents had a reasonable excuse for omitting to make the license application, however the Tribunal has considered the explanation in the round of evidence as to the Respondent's conduct.
93. In consideration of such, the Tribunal considers it necessary to make a downward adjustment to its starting point, finding that a 30% of the rent was proportionate.
94. In regard to the Respondents' financial circumstances, no evidence had been submitted other than some costs of the subject property. There was no evidence of income, assets or otherwise advanced. The Tribunal therefore found there was insufficient evidence relating to the Respondents' financial circumstances to warrant any adjustment to its starting point.
95. There was no evidence before the Tribunal that the Respondent had at any time been convicted of a relevant offence to which Part 2 Chapter 4 of the Housing and Planning Act 2016 applies. The Tribunal therefore makes no deduction of such.
96. On that basis the Tribunal determines that an appropriate order is 30% of the rent paid and makes an order for:

£2,310 (Two Thousand Three Hundred and Ten Pounds)  
(rounded) to the First Applicant, Mr Sepe

£2,055 (Two Thousand and fifty-five pounds) (rounded) to the  
Second Applicant

97. The sums are payable to the Applicants within 28 days of the date of this decision.
98. The Tribunal further orders that the Respondents reimburses the Applicants the £114 application fee and £227 hearing fee within 28 days of the date of this decision.

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which 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.