



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

Case reference : **LON/00AN/HMF/2025/0872**

Property : **Basement Flat, 4 Glazbury Road,
London W14 9AS**

Applicant : **Ruby Gale**

Representative : **Mr Phillips, Justice for Tenants**

Respondent : **Christopher Turner**

Representative : **N/A**

Type of application : **Application for a rent repayment order
pursuant to ss.40 to 44 of the Housing
and Planning Act 2016**

Tribunal members : **Judge J Moate; Mr Wheeler MCIEH
CEnvH**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **08 June 2026**

DECISION

The Tribunal determines that it shall exercise its discretion to make a rent repayment order in terms that the Respondent shall pay to the Applicant the sum of £3,600 within 35 days of the date of this decision.

The Tribunal determines that the Respondent shall reimburse the Applicant's application and hearing fees of £341, to be paid within 35 days of receipt of the decision.

Introduction

1. The Tribunal is asked to make a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016 ("HPA 2016").

Relevant law

2. The relevant statutory provisions are set out in Appendix 1 to this decision.

The Application

3. On 17 July 2025 the Tribunal received from the Applicant an application dated 12 May 2025, under section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order ("RRO").
4. It is asserted that the landlord has committed an offence of having control of, or managing, an unlicensed HMO, under Part 2 s.72(1) Housing Act 2004, which is an offence under s.40(3) of the Housing and Planning Act 2016.
5. The Applicant alleges that the Property was situated within an additional licensing area designated by the local housing authority, the London Borough of Hammersmith and Fulham, and that the landlord was in breach of the additional scheme between (but not necessarily limited to) 11 February 2024 to 31 August 2024 by not having the relevant licence.
6. By the application, the Applicant seeks a RRO in the sum of £6,690.41 for rent paid for the period between 11 February 2024 and 31 August 2024. In the statement of case dated 21 December 2025, the Applicant seeks the revised amount of £7,000 for rent paid during the period from 01 February 2024 to 31 August 2024.
7. The Applicant contends that the property was occupied as follows:
 - Ruby Gale lived at the Property from 01/02/2024 until 31/08/2024 (Room 1).

- Vasiliki Frantzis lived at the Property from before the Applicant moved in and continued to reside at the Property after the Applicant moved out (Room 2).
 - Michelle Vagi lived at the Property from before the Applicant moved in and continued to reside at the Property after the Applicant moved out (Room 3).
8. There was a tenancy agreement dated 06 September 2023 between the landlord and the tenants who were named as Ms Frantzis, Ms Vagi and Ms Griffith. The agreement specified a rent of £3,000 per month and a deposit of £1,500. Ms Ruby Gale was later inserted onto the tenancy agreement as tenant, marked with the date 29 January 2025 and the tenancy dates 01 February 2024 – 31 August 2024. She alleges that she replaced Cherise Naidu who replaced Ms Griffith in Room 1.
 9. The Property is a three-bedroom self-contained basement flat with a shared kitchen and bathroom, located in an end of terrace 3-storey house. The Applicant claims that during the relevant period from 01 February 2024 until 31/08/2024, the subject property was occupied by at least three persons living in two or more separate households and occupying the property as their main residence. They claim the property met the conditions to be licensed and that the property was a HMO of a prescribed description under s.254 of the Housing Act 2004.

The Issues

10. On 28 November 2025 directions were given in this matter by Judge Hamilton-Farey. The directions provided the following direction as to preparation for the hearing by the Respondent, followed by details (a)-(h) about the evidence which should be included:

How the Respondent should prepare for the hearing

9. The Respondent is urged to seek independent legal advice.

10. By 13 February 2026 the Respondent must email to the Tribunal at London.Rap@justice.gov.uk and email to the Applicant a bundle of all relevant documents for use in the determination of the application comprised in a single document in Adobe PDF format. The bundle must have an index and must be numbered chronologically page by page. The documents must, so far as possible, be in chronological order. The subject line of the email must read: “RESPONDENT’S BUNDLE FOR DETERMINATION: [Case reference], [Property address]”.

11. The issues identified for the Tribunal to determine are as follows:

- (1) Whether the Tribunal is satisfied beyond reasonable doubt that the landlord has committed the alleged offence.
- (2) Did the offence relate to housing that, at the time of the offence, was let to the tenant?
- (3) Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?
- (4) What is the applicable 12-month period?²
- (5) Whether, on the balance of probabilities, the landlord has a 'reasonable excuse' for having committed the relevant housing offence on which the financial penalty is based, such that they have a defence to it.
- (6) What is the maximum amount that can be ordered under section 44(3) of the Act?
- (7) Whether the conduct relied upon in the defence, even if not enough to establish a reasonable excuse, nevertheless justifies a reduction in the amount of the penalty to be imposed. What account must be taken of:
 - (a) The conduct of the landlord?
 - (b) The financial circumstances of the landlord?
 - (c) Whether the landlord has at any time been convicted of an offence shown above?
 - (d) The conduct of the tenant?
 - (e) Any other factors?

The hearing

12. The hearing was held in person on 03 June 2026. In attendance were the following people:

- Applicant: Ms Ruby Gale
 - Applicant's representative: Mr Phillips, Justice for Tenants
 - Respondent: Mr Christopher Turner in person
13. The Tribunal had received an Applicant's paginated bundle of 134 pages but had not received any documents from Mr Turner. On 26 May 2026, Mr Turner had contacted the Tribunal by telephone and a note of that call was made by the case officer as follows:

I did receive a call yesterday from the Respondent Mr Turner, who states that he does not have access to a PC and that he submitted his bundle by post, it has never been received at the tribunal. He says it was sent by registered post so I asked him to check the tracking with Royal Mail, as of now he has not gotten back to me.

14. On 01 June 2026 I asked the case officer to check again if anything had been received from Mr Turner. The case officer responded as follows:

I've literally just gotten off of the phone with him.

He can't find his tracking and doesn't have a copy of his bundle, I'm wondering if he actually sent one in.

He has confirmed he will be attending, he's stated the applicant has never resided at the property and has evidence to prove this, that he'll bring it with him on Wednesday.

He also stated last week he has no pc and so has been unable to email us.

15. Mr Turner arrived late to the hearing, having telephoned the Tribunal to say his train was delayed. At the start of the hearing, the Tribunal dealt with the preliminary issue as to whether the hearing should go ahead or not, given the issues concerning the documents, as set out below.

Preliminary issue

16. Mr Turner said he did not have a bundle, but he had a document upon which he sought to rely. He said he had not received a copy of the Applicant's bundle until the morning of the hearing when it had been handed to him at the Tribunal. He said he had received by post a document from Justice for Tenants dated 17 April 2026 with the directions of Judge Hamilton-Farey attached. He explained that he had not taken any action with respect to those directions

because a) he did not have a computer, so he was not on the internet, b) it was too late and c) he intended to turn up at the hearing and put his case. He further explained that the email address to which the documents were sent was an old email address which he was no longer using.

17. The Tribunal queried why Mr Turner had told the case officer that he had sent in a bundle, if in fact he did not have one. Mr Turner said that he had confused this case with another case in which he had sent in documents. He said he had called in last week and he thought he just had to attend the hearing. He explained that in summary, his case was that he admitted he did not have a licence for the Property but he did not believe the Applicant was a tenant of the Property. He therefore had questions to put to the Applicant. He sought to rely on a copy of the tenancy agreement dated 08 September 2022 which he had brought with him. He showed this tenancy agreement to Mr Phillips, who noted that it pre-dated the tenancy agreement in the bundle, dated 06 September 2023. Mr Turner accepted this and withdrew reliance on the earlier tenancy agreement.
18. The Tribunal explained that in accordance with the directions, parties were required to set out their case in advance of the hearing, giving the other party an opportunity to respond and send in any relevant supporting evidence. The Tribunal raised with the parties that it was concerned about proceeding with the hearing because a) Mr Turner had only just received a copy of the bundle and b) if Mr Turner raised points in defence Ms Gale would not have had an opportunity to respond.
19. The Tribunal asked Mr Turner whether he was seeking an adjournment in the circumstances. Mr Turner said he was not seeking an adjournment and that he would like to proceed by putting questions to Ms Gale. The Tribunal asked if Mr Phillips objected to proceeding in this way, which he did not. Mr Phillips informed the Tribunal that a copy of the Bundle had been sent to Mr Turner as a PDF by WhatsApp on 29 May 2026; Mr Turner responded that he had received this, but he did not know what it was or how to open it.
20. The Tribunal adjourned briefly to take a copy of the letter sent to Mr Turner by Justice for Tenants dated 17 April 2026 and to consider whether to continue the hearing in the circumstances. The letter recommended that Mr Turner seek legal advice and set out the date of the hearing, the requirements of the Tribunal and the alleged offence. It stated as follows:

Please be advised that an evidence bundle relevant to this case had been compiled and submitted to the Tribunal. It is imperative for you to review these documents as they form the basis of the proceedings against you. The evidence bundle can be accessed by contacting us directly at rro@justicefortenants.org, where we can provide further guidance and facilitate access to the documents.

21. There was no telephone number on the letter but there was a postal address.
22. After the brief adjournment, the Tribunal explained to Mr Turner the nature of the offence and the possible consequences. The Tribunal reminded the parties that the standard and burden of proof lay on the Applicant to establish an offence beyond reasonable doubt, but any defence of reasonable excuse raised by the Respondent need only be proved on balance of probability.
23. The Tribunal took the opportunity to remind the Respondent that he could be prosecuted for matters admitted by him or in respect of which the Tribunal made findings of fact; that he did not have to answer any question or make any statement which might tend to incriminate him, although the Tribunal might draw an adverse inference from his failure to answer.
24. The Tribunal then gave Mr Turner a final opportunity to make an adjournment application, which he declined on the basis that he didn't need to provide a bundle and that he preferred to proceed by putting questions. Mr Phillips informed the Tribunal that Mr Turner had said outside the hearing room that may not have the means to pay if an order were made as several applications had been made at the same time. The Tribunal raised with Mr Turner that if he wanted the Tribunal to take into account his financial circumstances he would need to provide evidence. Mr Turner responded that he did not intend to rely on financial evidence and that he would group the matters together (with any orders made against him) and take a view.

The tribunal's decision on the preliminary issue

25. **The Tribunal determined that it was fair and just to continue with the hearing.**
26. No adjournment application was made by either party. Both parties stated they wished to proceed with the hearing notwithstanding that Mr Turner had not received a copy of the bundle before 29 May 2026 (and not seen it until the morning of the hearing) and that Ms Gale had not had an opportunity to consider Mr Turner's contention that she was not a tenant.
27. The Tribunal noted that it had sent Mr Turner a paper copy of the Application on 29 October 2025 and Justice for Tenants had sent him a copy of the directions on 17 April 2026 clearly setting out what steps he needed to take along with a method for him to access the Applicant's bundle. The Tribunal noted that if Mr Turner had wanted to view the bundle or send in any documents, he had had at least six weeks in which to do so; he could have communicated by letter in the absence of access to a computer. Equally, he could have written to the Tribunal asking for more time. Mr Turner had chosen not to take any of those steps and had opted simply to attend the hearing.

28. The Tribunal considered that there was no prejudice to Ms Gale in proceeding with the hearing as her representative, Mr Phillips, did not object to dealing with Mr Turner's case via questions, in the absence of any written documents.
29. Considering the overriding objective, the Tribunal decided that both parties were able to participate fully in the proceedings and that it was fair and just, avoided delay and was proportionate in all the circumstances to proceed with the hearing.

(1) Whether the Tribunal is satisfied beyond reasonable doubt that the landlord has committed the alleged offence?

30. Ms Gale confirmed her witness statement dated 28 July 2025, which confirmed the matters set out in paragraphs 4-9 above. Ms Gale clarified in her oral evidence that she moved into the Property on 03 February 2024 and moved out on 31 August 2024.
31. Mr Phillips accepted on behalf of Ms Gale that the first payment of £1,000 was made on 31 January 2024, before the date of the alleged offence. Mr Phillips therefore amended the amount claimed by Ms Gale to £6,000 pursuant to the decision in *Pearton v Betterton Duplex Ltd* [2025] UKUT 175 (LC).
32. Mr Turner readily admitted that the Property was not licenced during the relevant period. He said it was licenced now, but he did not realise at the time that it needed a licence. He did not dispute that he was the person having control of the Property as landlord, that he was receiving the rent for the Property, that the Property was being let as a HMO and that it was in an area of additional HMO licensing. He did not dispute the terms of the tenancy agreement but contended that Ms Gale was not a tenant (for which see issue 2 below).
33. The Tribunal was satisfied beyond reasonable doubt that the property between 03 February 2024 and 31 August 2024 satisfied the definition of a house in multiple occupation (HMO) on the standard test, that it was in an area of additional HMO licensing, but was not licensed.
34. The Tribunal was also satisfied that the Respondent was at all material times a person having control of the premises, being in receipt of the rack rents for the Applicants' occupation of the property.
35. **Given the Respondent's admissions and the parties' evidence, the Tribunal is satisfied beyond reasonable doubt that the Respondent has committed the alleged offence.**

(2) The offence related to housing that, at the time of the offence, was let to the tenant

36. Ms Gale asserted in her statement and in her oral evidence that the property was let to her as a tenant. She explained that she had found the property via a Facebook message with a link to an advertisement on sparerroom.co.uk which was attached in the bundle. She said that she had not spoken to the landlord directly at the start of the tenancy but that she communicated with Ms Frantzis who communicated with the landlord. She paid a deposit of £500 to Ms Frantzis to pass to the landlord. She paid her rent of £1,000 in the same way, as shown by her bank statements (and those of Ms Frantzis). Ms Gale said that her first direct interaction with the landlord was on 24 July 2024 when she queried when he would be paying the energy bill as they had received a reminder. This communication was by WhatsApp and appeared in the bundle as follows:

Message from Ruby Gale on 24 July 2024

Hi Christopher,

Can I get an update on when you will be paying our energy bill.

Thanks, Ruby

Message from Christopher Turner on the same day

No

37. There was a previous message to Mr Turner from Ruby to which there had been no reply. The energy bill was attached.
38. In oral evidence Ms Gale said that Mr Turner did not follow up this message by asking who she was. She said she had further direct contact with Mr Turner at the end of the tenancy about the deposit return. She messaged Mr Turner by WhatsApp with her bank details and he called her to confirm she had received the deposit and to check she had left the Property. She said the tone of the conversation was cordial and that he did not ask who she was or how long she'd been living at the Property. She received the deposit money directly from Mr Turner.
39. When questioned by Mr Turner, Ms Gale confirmed that she had not applied for an RRO before. She readily admitted that the handwriting on the tenancy agreement adding her name and tenancy dates, was hers. She said she did not have any documentary evidence in the bundle, such as a medical letter, as

proof of her occupation. She said the tenancy agreement was kept in a drawer in the hallway and that Ms Frantzis got her to sign it. Mr Turner said that he did not believe a word that Ms Gale said and asserted that he had provided reasonable accommodation at a reasonable rent and that she was happy to move in. He said he did not believe that Ms Gale was renting that room and asked if she lived at the Property as her main residence, to which Ms Gale responded “yes” and confirmed that she did not live anywhere else during that time.

40. In his oral evidence, Mr Turner confirmed that he did not make any enquiries about the relationship between the tenants. When asked what the process was when one “tenant” left early, he said he could not remember. When asked who he believed lived at the Property when Ms Gale moved in in February 2024, he said he could not remember but that “Vasiliki” and “Shelley” were there. He confirmed that he received £3,000 in full every month and confirmed the WhatsApp exchange between him and Ms Gale on 24 July 2024. When asked why he did not query who Ms Gale was, if he did not believe she was a tenant, he responded: “I can’t remember” but that he knew he needed to pay the bill. With respect to the deposit, Mr Turner said he remembered paying Ms Gale £500 after moving out because that was what Ms Frantzis said to do. When asked if it was Ms Frantzis who managed who was a tenant, he responded that she was the “chief prefect” and was a “very organized person”. Mr Turner said that he gave Ms Frantzis authority to advertise for a new tenant on [spareroom.co.uk](https://www.spareroom.co.uk). He said that would then speak to them on the phone but he did not have any recollection of speaking to Ms Gale. He said he did not remember the phone conversation with Ms Gale on 31 August 2024 but admitted that he did pay £500 back to Ms Gale upon Ms Frantzis’ instructions.
41. Mr Phillips submitted that Mr Turner was aware that Ms Gale was renting the Property and that he had effectively authorized Ms Frantzis to act as agent as “head prefect” to find a new tenant. He contended that Ms Gale’s rental of the Property was sanctioned by Mr Turner and that he authorized her as a replacement for the previous occupier.
42. Mr Turner submitted that whilst he gave Ms Frantzis the authority to place an advert on [spareroom.co.uk](https://www.spareroom.co.uk), he did not say she had the right to choose tenants or make a replacement
43. **The Tribunal is satisfied beyond reasonable doubt that the Property was let to Ms Gale at the time of the offence.**
44. The documentary evidence shows that the Property was offered for rent on 19 January 2024 on Facebook and [spareroom.com](https://www.spareroom.com); Mr Turner admits that he authorized this. It is not disputed that Ms Gale started paying £1,000 monthly rent to Ms Frantzis on 31 January 2024 which Ms Frantzis in turn paid to Mr Turner along with a further £2,000 to make up the full rental amount of

£3,000. Mr Turner admits that he communicated with Ms Gale by WhatsApp on 24 July 2024 about the energy bill which he had not paid, and that he did not query Ms Gale's identity as tenant at that time. Mr Turner also admits that he sent £500 (the deposit amount) directly back to Ms Gale when she left the Property on 31 August 2024.

45. The Tribunal did not find Mr Turner to be a reliable historian – he was often evasive and responded that he did not remember. The Tribunal accepts Ms Gale's evidence that she was living at the Property and that she spoke directly with Mr Turner at the end of her tenancy period about the return of her deposit and moving out. The Tribunal is satisfied beyond reasonable doubt that Mr Turner authorized, via Ms Frantzis, Ms Gale moving into the Property to replace the previous tenant, and that he was aware of her identity as tenant at the time of the offence.

(3) Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?

46. It was not disputed that the Application was received by the Tribunal on 17 July 2025. The offence was continuing until 31 August 2024, when Ms Gale moved out of the Property. The Tribunal is therefore satisfied that an offence was committed in the period of 12 months ending with the date the application was made.

(4) What is the applicable 12-month period?

47. For an offence under s72(1) of the Housing Act 2004, control or management of an unlicensed HMO, this is a period, not exceeding 12 months, during which the landlord was committing the offence. The applicable period in this case is from 3 February 2024, when Ms Gale moved into the Property, until 31 August 2024, when she moved out.

(5) Whether, on the balance of probabilities, the landlord has a 'reasonable excuse' for having committed the relevant housing offence on which the financial penalty is based, such that they have a defence to it.

48. Mr Turner contended that he did not know that the Property needed to be licensed, but that he did now, and had obtained one. In his defence he contended that the Property was in good condition, that Ms Frantzis had agreed it was in good condition (as per the advert on spareroom.co.uk – "It's a really great flat . . . Super chill landlord that we deal with directly"). He said the tenants were being vindictive. They had brought a case against him in the Crown Court where he was convicted for bad language and he believed the tenants must "hate my guts". He said they had colluded against him. He said

he was fully aware of his responsibility about safety and that he knew how important it was to ensure there were fire safety protections in place at the Property. He referenced another property of his in Lambeth for which he had sought an HMO licence and had installed fire doors. Officers from Lambeth had visited the Property twice and approved works as having been done perfectly.

49. In his oral evidence, Mr Turner denied there was no gas safety, electrical or energy performance documentation; he insisted that he had never ever not had those things in place and that he understood the seriousness of compliance. He also denied there was no fire alarm, no carbon monoxide alarm or fire safety equipment. He said he had provided a fire alarm and a fire blanket at the start of the tenancy and that the carbon monoxide was located in the kitchen close to the cooker. He said that the mould in the bathroom must have been caused by the tenants not opening the window to ventilate and that he had never received a single complaint from the tenants about any of these matters. He said he had provided reasonable accommodation at a reasonable price and that the tenants were happy to move in.
50. Mr Phillips contended that Mr Turner had not provided any paperwork, there was no gas safety, electrical or energy performance certificate, no fire alarm, the deposit was not protected and there was mould in the bathroom. A photo of the bathroom mould and the rooms in the Property was provided in the bundle. He further contended that the tenants had received a letter threatening debt collection because Mr Turner had not paid the energy bill. He contended that nothing Mr Turner had put forward amounted to a defence of reasonable excuse.
51. Ms Gale said in her oral evidence that the bathroom window was regularly opened. She admitted that she had not seen any CCJ or letters from debt collectors (the letter from OVO was a threat, not a debt collection agent). She did not deny that she had not raised with Mr Turner any of the issues now raised about mould, certificates or fire safety during her period of occupation. She said the mould had been in the bathroom at the start of her occupation and had remained unchanged throughout.
52. **The Tribunal does not consider that the matters advanced by the Respondent orally or in writing amount to a defence of reasonable excuse for the purposes of section 72(5) of the 2004 Act.**
53. The Tribunal finds on the balance of probabilities that:
 - a) Mr Turner did not know about the licensing requirement and did not act out of malice.

- b) There was no good reason why Mr Turner could not have properly informed himself as a landlord and applied for a licence. He says he has done so now.
 - c) There were no other facts raised which could give rise to a reasonable excuse defence.
54. Applying the guidance in *Marigold v Wells* [2023] UKUT 33 (LC) at paragraphs 47-49 as to the factors relevant to the question of reasonable excuse, the Tribunal finds that, viewed objectively, given that the licensing scheme was introduced in 2022, the Respondent had no reasonable excuse for not keeping pace with his regulatory duties.

(6) What is the maximum amount that can be ordered under section 44(3) of the 2016 Act?

55. By section 44(2) of the 2016 Act, the amount must relate to rent paid by the Applicant in respect of a period not exceeding 12 months during which the landlord was committing the offence.
56. Mr Turner did not dispute the rental amount paid as set out in paragraph 44 above.
57. Mr Turner did not dispute that there was no receipt of universal credit or bill payment by the landlord to deduct from any rental payment.
58. Mr Phillips contended that £6,000 was the maximum amount which could be ordered and this was not disputed by Mr Turner.
59. **The Tribunal finds that the maximum amount which could be ordered is £6,000.**

(7) Whether the conduct relied upon in the defence, even if not enough to establish a reasonable excuse, nevertheless justifies a reduction in the amount of the penalty to be imposed. What account must be taken of the matters in s.44(4) or any other factors?

60. The Tribunal finds that Mr Turner acted out of ignorance and not out of malice.
61. Mr Turner has another rental property, in Lambeth, for which he has had to obtain a licence and install fire doors throughout. The Tribunal accepts Mr Turner's contention that once the issue of licensing was brought to his attention, he corrected it.

62. The Tribunal finds that the Property was generally in a good state of repair, based on the photographs. Whilst there is mould present on the bathroom ceiling, there was no evidence to suggest this was ever reported to Mr Turner and that he had failed to respond, or that Mr Turner was responsible for the mould. The tenants did not bring a claim for disrepair.
63. The Tribunal notes that Ms Gale alleges that Mr Turner did not provide any paperwork, that there were no gas safety, electrical or energy performance certificates, that there were no fire/carbon monoxide alarms and the deposit was not protected. There was no documentary evidence to support these assertions, and it was not clear from the photos whether fire safety measures such as a fire alarm, carbon monoxide alarm or fire blanket were in place or not. Ms Gale was unable to confirm whether any of these issues were raised by the tenants during the tenancy; she had not raised them.
64. It was agreed that Mr Turner returned Ms Gale's deposit upon demand and it was not denied that in January 2024 that Ms Frantzis described Mr Turner as a "super chill landlord".
65. The Tribunal does not consider there is sufficient evidence to show non-compliance with fire regulations or other serious conduct issue which should be given weight or impact on the amount ordered.
66. Mr Turner did not provide any information or make submissions about his financial circumstances. The Tribunal finds that Mr Turner's financial circumstances do not have any impact on the amount ordered.
67. The Tribunal was not provided with any information to suggest that Mr Turner has been convicted of an offence under s40 of the Housing and Planning Act 2016.
68. The Tribunal finds that there are no tenant conduct issues which have any impact on the amount ordered.
69. **The Tribunal finds that the appropriate penalty in this case is 60% of the maximum amount.** This percentage takes into account that the offence was not deliberate, the property was in reasonable condition generally and there were no other serious conduct issues. The Tribunal finds this to be a fair reflection of the seriousness of the offence: the offence is less serious than other types of offence in respect of which a rent repayment order may be made (for example unlawful eviction) and it is less serious than other examples of the same type of offence (for example rogue landlords who have let property in a state unfit for human habitation or refused to return deposits).

Conclusion

70. The Tribunal determines that it shall exercise its discretion to make a rent repayment in terms that the Respondent shall pay to the Applicants the total of £3,600 within 35 days of this decision.

Costs application

71. The Applicant has applied under paragraph 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for an order that the Respondent reimburse the application fee of £114 and the hearing fee of £227, giving a total of £341.
72. As the Applicant has been successful in this claim, the Tribunal is satisfied that it is appropriate in the circumstances to order the Respondent to reimburse the application and hearing fees of £341. This sum should be paid within 35 days of receipt of the decision.

Judge: J Moate

Date: 08 June 2026

ANNEX – 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 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 to 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

Housing and Planning Act 2016 Section 40

- (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 ...
- (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.

Act	Section	General description of offence
1) Criminal Law Act 1977	Section 6 (1)	Violence for securing entry
2) Protection from Eviction Act 1977	Section 1 (2), (3) or (3A)	Eviction or harassment of occupiers
3) Housing Act 2004	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 of management of an unlicensed house
7) This Act	Section 21	Breach of a banning order

Section 41

- (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.

Section 43

- (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 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)
...

Section 44

- (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.

If the order is made on the ground that the landlord has committed ***the amount must relate to rent paid by the tenant in respect of***

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
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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
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- (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.

Housing Act 2004

Section 72

Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) ...
- (3) ...
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63, and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

- (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
- (b) for permitting the person to occupy the house, or
- (c) for failing to comply with the condition, as the case may be.

254 Meaning of “house in multiple occupation”

(1) For the purposes of this Act a building or a part of a building is a “house in multiple occupation” if– (a) it meets the conditions in subsection (2) (“the standard test”); (b) it meets the conditions in subsection (3) (“the self-contained flat test”); (c) it meets the conditions in subsection (4) (“the converted building test”); (d) an HMO declaration is in force in respect of it under section 255; or (e) it is a converted block of flats to which section 257 applies.

(2) A building or a part of a building meets the standard test if–

- (a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
- (b) the living accommodation is occupied by persons who do not form a single household (see section 258);
- (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
- (d) their occupation of the living accommodation constitutes the only use of that accommodation;
- (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

(3) A part of a building meets the self-contained flat test if–

- (a) it consists of a self-contained flat; and
- (b) paragraphs (b) to (f) of subsection (2) apply (reading references to the living accommodation concerned as references to the flat).

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

- (a) it is a converted building;
- (b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);
- (c) the living accommodation is occupied by persons who do not form a single household (see section 258);
- (d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
- (e) their occupation of the living accommodation constitutes the only use of that accommodation; and
- (f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.

(8) In this section—

“basic amenities” means— (a) a toilet, (b) personal washing facilities, or (c) cooking facilities;

“converted building” means a building or part of a building consisting of living accommodation in which one or more units of such accommodation have been created since the building or part was constructed;

“enactment” includes an enactment comprised in subordinate legislation (within the meaning of the Interpretation Act 1978 (c. 30));

“self-contained flat” means a separate set of premises (whether or not on the same floor)— (a) which forms part of a building; (b) either the whole or a material part of which lies above or below some other part of the building; and (c) in which all three basic amenities are available for the exclusive use of its occupants.

S.263 Meaning of “person having control” and “person managing” etc.

- (1) In this Act “*person having control*” , in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of

another person), or who would so receive it if the premises were let at a rack-rent.

- (2) In subsection (1) “*rack-rent*” means a rent which is not less than 2-thirds of the full net annual value of the premises.
- (3) In this Act “*person managing*” means, in relation to premises, the person who, being an owner or lessee of the premises—
 - (a) receives (whether directly or through an agent or trustee) rents or other payments from—
 - (i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and
 - (ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or
 - (b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

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

- (4) In its application to Part 1, subsection (3) has effect with the omission of paragraph (a)(ii).
- (5) References in this Act to any person involved in the management of a house in multiple occupation or a house to which Part 3 applies (see section 79(2)) include references to the person managing it.

The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018

“4. An HMO is of a prescribed description for the purpose of section 55(2)(a) of the [Housing] Act [2004] 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.