



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

Case Reference : HAV/00HY/HMB/2025/0603

Property : 64 Bradley Road, Trowbridge,
Wiltshire, BA14 0RA

Applicant : Aaron Garrity

Respondent : Meenu Manro

Type of Application : Application for a Rent Repayment Order by a
tenant under Sections 40-45 of the Housing
and Planning Act 2016

Tribunal Members : Regional Surveyor J Coupe FRICS
Judge N Pointon
Mr M Ayres FRICS

Date of Hearing : 8 April 2026

Date of Decision : 18 June 2026

DECISION

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Decisions of the Tribunal

The Tribunal dismisses the Applicant's application for a Rent Repayment Order.

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Applicant is the former tenant of 64 Bradley Road, Trowbridge, Wiltshire, BA14 0RA ("the Property").
2. The property is a three-bedroom detached house and was occupied by the Applicant, his partner and children.
3. The Respondent is the landlord of the Property and the person to whom the rent was payable throughout the tenancy and the person in control of or managing the property.
4. The Property was managed by Town and Country Letting Agents.
5. The Applicant applied for a Rent Repayment Order against the Respondent under section 41 of the Housing and Planning Act 2016 ("the 2016 Act").
6. The basis for the application is that the Respondent committed an offence in relation to the Property let to the tenant pursuant to:
 - i. Section 1(2), (3) or 3A Protection from Eviction Act 1977 – eviction or harassment of occupiers, and/or
 - ii. Section 30(1) Housing Act 2004 – failure to comply with an improvement notice.
7. The Applicant's claim is for repayment of rent during the period 1 April 2024 to 31 March 2025, amounting to £14,400, such amount equating to twelve months rent at £1,200 per month.
8. The Tribunal was provided with a hearing bundle extending to 323 electronic pages and additional supplementary documentation permitted by a case management application.
9. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

10. References in this determination to page numbers in the bundle are indicated as [].

The Application

11. The application was received by the Tribunal on 8 August 2025.
12. Section 41(2) of the 2016 Act 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 was made. The Tribunal is satisfied that, in this matter, such criteria are met.

The Hearing

13. The hearing took place on 8 April 2026 at Bristol Magistrates' Court and Tribunals Hearing Centre.
14. Mr Garrity (Applicant) and Mrs Manro (Respondent) attended the hearing in person. Mrs Manro was accompanied by Mr Vijay Kumar Manro, a named Respondent. Neither party was legally represented.

Preliminary Matters

15. The Property is held in trust. Mr Manro and Mrs Manro are joint trustees. Mrs Manro is the landlord of the Property. Mr Manro provided a witness statement and represented Mrs Manro in her submissions, having had some involvement with the Property himself. However, it was established that for the purpose of these proceedings Mrs Manro is the sole Respondent.
16. Both parties admitted to using artificial intelligence for research in the matter and in the preparation of their witness statements and submissions. Both parties confirmed that they were satisfied that the contents of their respective documentation were accurate.
17. Mr Garrity confirmed that the two grounds relied on for seeking a rent repayment order were those listed at paragraph 6 above.
18. The Applicant submitted a witness statement in the name of Malachi Garrity concerning his health and wellbeing, supported by photographs of medical records and prescription medication [52]. The statement was prepared by the Applicant, in his capacity as parent and guardian. The witness did not attend the hearing. In those circumstances, the Tribunal attached no weight to the statement, given that it had been written by the Applicant and the witness was not available for cross examination.
19. The Applicant also relied upon a witness statement from Stacey Swinburn, the Applicant's partner, addressing her health and wellbeing. Ms Swinburn did not attend the hearing. The statement was brief, comprising five paragraphs. The Tribunal noted that the Respondent was unable to cross examine the witness and, in those circumstances, attached such weight to the evidence as it considered appropriate.

Relevant Statutory Provisions

20. The relevant legislative provisions are set out below:

21. The Applicant alleges that the Respondent committed an offence under:

Section 1(2), (3) or 3A of Part 1 of the Protection from Eviction Act 1977
– eviction or harassment of occupiers,

and/or

Section 30(1) Housing Act 2004 – failure to comply with improvement notice.

22. **Protection from Eviction Act 1977 – Part 1**
Section 1 Unlawful eviction and harassment of occupier

1(1) ...

1(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

1(3) If any person with intent to cause the residential occupier of any premises –

- (a) To give up the occupation of the premises or any part thereof; or
- (b) To refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

Does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

1(3a) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if –

- (a) He does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
- (b) He persistently withdraws or withholds services reasonably require for the occupation of the premises in question as a residence,

And (in either case) he knows, or has reasonable cause to believe, that the conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

23. **Section 30, Chapter 2, Housing Act 2004**

Offence of failing to comply with improvement notice

30(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

The Applicants' Case

24. The Applicant contended that the Respondent committed multiple serious breaches of the tenancy agreement and relevant housing legislation, giving rise to loss of amenity, distress, and financial loss. It was further alleged that there were periods during which the Property was in a state of significant disrepair, presented serious safety hazards, and was subject to prolonged and incomplete repair works. Multiple photographs showing disrepair within the Property were provided by the Applicant.
25. The Applicant stated that the issues of disrepair, including damp, mould and unsanitary conditions, were repeatedly reported to the letting agent but were not remedied by the Respondent within a reasonable time. It was further alleged that the Property was not maintained in a condition that was safe or reasonably fit for occupation, with particular reference to alleged electrical and fire hazards, unsafe fixtures and security failures including a faulty door lock, kitchen hazards, structural defects, hazardous materials and waste. As a consequence, the Applicant asserted that the Property was, on occasion, unfit for habitation. Multiple extracts of communication with the letting agent on the point of disrepair were provided by the Applicant.
26. The Applicant contended that the alleged breaches of the tenancy repairing obligations were substantial, prolonged and cumulative in their effect, thereby interfering with the family's lawful occupation of the Property and causing distress, disruption and a risk to health.
27. The Applicant further alleged that, on occasion, the Respondent attended the Property without providing the requisite advance notice and, on at least one occasion, entered without permission. It was also said that the Respondent was observed sitting in a parked vehicle in the close vicinity of the Property and, on a separate occasion, visiting a neighbouring resident. The Applicant contended that such conduct amounted to a breach of his right to quiet enjoyment of the Property.
28. On, or around November 2024, the Applicant contacted the Private Sector Housing and Environmental Health Department at Wiltshire Council ("the Council") regarding the condition of the Property. In consequence, by notice dated 13 November 2024, the Council informed the Respondent of its intention to inspect the Property on 19 November 2024, pursuant to Section 239 of the Housing Act 2004. A copy of that notice was provided.
29. The Applicant stated that, following the inspection, he was informed by the Council that the Property required significant works, including remedial works in respect of damp, and that such works would be the subject of an Improvement Notice. The Applicant contended that the Respondent did

not complete those works. He stated that he was unable to obtain a copy of the Improvement Notice from the Council due to data protection restrictions.

30. The Applicant relied on a quotation provided by Sovereign Damp and Timber, dated 14 February 2025, for remedial works.
31. The Applicant stated that, on or around 26 March 2025, the Respondent served a notice of possession pursuant to Section 21 of the Housing Act 1988, requiring possession of the Property by 31 May 2025. The Applicant alleged that the service of that notice was a retaliatory eviction, arising as a consequence of the Applicant's referral to the Council.
32. The Applicant and his family vacated the Property in accordance with the Section 21 notice. The Applicant stated that, at the date of leaving the house, the remedial works remained outstanding. It is therefore the Applicant's case that the Respondent failed to comply with the Council's Improvement Notice, and that a breach of Section 30(1) of the Housing Act 2004 is established.
33. The Applicant further contended that the Respondent's behavior set out in paragraph 27 above, and the serving of a Section 21 Notice of Possession, amounted to an offence of unlawful eviction or harassment of occupiers pursuant to sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.
34. The Applicant sought a rent repayment order for the sum of £14,400, that being the rent paid of £1,200 per month for the period 1 April 2024 to 31 March 2025.

The Respondents' Case

35. The Respondent disputed both grounds of the Applicant's claim. She contended that the Council did not serve an Improvement Notice and denied that she unlawfully evicted or harassed the tenants.
36. The Respondent maintained that all reports of disrepair made by the Applicant to the letting agent were addressed in a timely manner.
37. The Respondent explained that the Property has a suspended ground floor beneath which a water leak in the shower room occurred. She accepted that this resulted in significant disrepair to part of the ground floor during the Applicant's period of occupation.
38. The Respondent stated that she instructed a contractor to carry out remedial works. She further stated that, on occasion, she assisted the contractor herself by transporting materials to and removing waste from the Property in order to minimise costs. She said that she attended the Property periodically to inspect the progress of the works and to discuss matters with the contractor, and that her presence was not objected to by the Applicant. She denied entering the Property without permission or in the absence of the tenants. She admitted sitting in a vehicle outside the Property on occasion but stated this was whilst she waited for the contractor. She also accepted visiting a neighbour of the tenants, said to be a friend. She denied that such could be deemed harassment.

39. The Respondent relied upon electronic communication between the parties which, she alleged, demonstrated that the Applicant expressed appreciation for the remedial works and was aware of, and supportive of, her attendance at the Property.
40. While accepting that the works caused disruption, the Respondent pointed to the availability of additional bathroom facilities within the Property.
41. The Respondent submitted that the parties maintained a positive landlord and tenant relationship. She contended that, contrary to the Applicant's allegation of harassment and unlawful eviction, the parties had in fact engaged in discussions concerning a renewal of the tenancy.
42. The Respondent further stated that the Applicant had not previously raised any allegation of harassment, and that this issue had only been advanced in support of the present application for a rent repayment order.
43. The Respondent stated that, at the request of the Applicant, the Council inspected the Property on 19 November 2024. Both the Applicant and Vijay Manro were present at the inspection.
44. On 21 November 2024, the Council officer emailed the Respondent stating that "*although there is not significant evidence of mould there is evidence of damp*" [175] and invited her to make "*informal arrangements*" within 14 days, failing which "*more formal action*" would be considered to set timescales for remedial works. [175]
45. The Respondent stated that she fully co-operated with the Council and, within 3 days, instructed a contractor to attend the Property.
46. Some delays thereafter followed, due to the festive period. A report was subsequently obtained from Sovereign Damp and Timber which recommended remedial works on one wall.
47. The Respondent stated that she kept the Council officer informed of the proposed work, which was accepted.
48. Accordingly, the Respondent stated that no Improvement Notice was served.
49. The Respondent subsequently sought to exercise her legal rights to regain possession of the Property in order to undertake further renovation works.
50. The Respondent maintained that she acted as a responsible landlord and complied with her statutory obligations throughout the Applicant's tenancy.

Findings of fact and Reasons for the Decision

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

51. The Respondent accepts that she is the landlord of the Property and that

she received rent from the Applicant for the period in question. The Tribunal is therefore satisfied that Meenu Manro, was the person to whom the rent was payable, the person in control of and managing the Property and the Applicant's landlord.

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

52. Taking each alleged offence in turn.
53. The Applicant alleges that the Respondent failed to comply with an **Improvement Notice** and is thereby in breach of **Section 30(1) of the Housing Act 2004**.
54. The Applicant relies upon an alleged verbal statement made by the Council officer who inspected the Property on 19 November 2024, to the effect that an Improvement Notice had either been served or was shortly to be served. No evidence of this conversation was produced, whether by way of a contemporaneous note or a witness statement from the officer. The Applicant was unable to explain why no such statement had been obtained for the purpose of these proceedings. Further, the Applicant was unable to produce a copy of any Improvement Notice relating to the Property.
55. The Respondent contends that the Applicant's inability to produce either a copy of an Improvement Notice or any confirmation from the Council that such a notice was served is attributable to her engagement with the Council following the inspection, and the remedial works subsequently undertaken. She asserts that, in light of those steps, the Council did not consider it necessary to issue an Improvement Notice.
56. Having considered the totality of the evidence, including oral submissions from both parties, the Tribunal finds no evidence that an Improvement Notice was served. Consequently, there can be no failure on the part of the Respondent to comply with such a notice. The Tribunal is therefore not satisfied that an offence is made out.
57. The Applicant's claim that the Respondent failed to comply with an Improvement Notice is therefore dismissed.
58. The Applicant further alleges that the Respondent is in breach of sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977, in that the Respondent either unlawfully evicted the Applicant and/or subjected the Applicant to harassment with the intent that he relinquishes occupation of the Property.
59. Having considered the totality of the evidence, including oral submissions from both parties, the Tribunal finds no evidence that the Respondent unlawfully evicted the Applicant or harassed him with the requisite intent to cause him to vacate the Property.
60. The Tribunal finds that the Respondent was entitled to recover possession of the Property by service of a Section 21 Notice pursuant to the Housing Act 1988, and that the Applicant and his family vacated the Property in consequence of that notice.

61. The Tribunal therefore finds no evidence that the Respondent unlawfully deprived the Applicant and his family of their occupation of the Property. Accordingly, an offence under section 1(2) of the Protection from Eviction Act 1977 is not made out.
62. Further, the Tribunal finds no evidence that the Respondent acted with intent to cause the Applicant to give up occupation of the Property, or to interfere with his peace or comfort, nor that the Respondent persistently withdrew or withheld services reasonably required for occupation. There is likewise no evidence that the Respondent had reasonable cause to believe that her conduct was likely to cause the Applicant to give up occupation. Accordingly, the Tribunal finds that an offence under sections 1(3) or 1(3A) of the Protection from Eviction Act 1977 is not made out.
63. It is common ground that the Property was affected by a significant escape of water beneath the ground floor shower room, resulting in substantial structural and material damage. It is further agreed that extensive and disruptive remedial works were required and were subsequently undertaken by the Respondent, although some work remained outstanding at the date the Applicant vacated. During this period, alternative bathroom facilities within the Property remained available to the occupiers.
64. The Tribunal finds that the Applicant reported the disrepair to the Respondent via the letting agent and subsequently to the local authority. In response, the Respondent instructed contractors to carry out the necessary repairs. The Tribunal accepts that the works were, by their nature, disruptive. However, there is no evidence that the carrying out of those works amounted to harassment or was undertaken with intent to cause the Applicant to vacate the Property.
65. The Respondent accepts that she attended the Property to liaise with and, occasionally assist, the contractor but maintains that she did not attend without prior notice or in the absence of the contractor. Whilst the Tribunal considers that greater notice could have been given, it places weight on the contemporaneous exchanges between the parties indicating general agreement to the works and arrangements. The Tribunal finds that even if on occasion, of which there was no evidence, the Respondent attended the Property with the contractor without having given prior notice, such behaviour did not amount to harassment within the meaning of the Act.
66. The Tribunal has considered the allegation that the Respondent's presence outside the Property, including waiting in a parked vehicle or visiting a neighbouring Property, amounted to harassment. Even if such conduct could be perceived as intrusive, the Tribunal is not satisfied that it was undertaken with the requisite intent, nor that it amounts to harassment within the statutory meaning.
67. In substance, the Tribunal considers that the Applicant's complaint is more properly characterised as one relating to alleged breaches of repairing obligations, rather than unlawful eviction or harassment. This Tribunal does not have jurisdiction to determine claims for breach of a landlord's repairing obligations, that resting with the County Court.

68. For these reasons, the Tribunal concludes that there has been no offence under sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.

DECISION

69. The Tribunal finds neither ground alleged by the Applicant made out. Accordingly, the Tribunal is not required to consider the quantum of any Order or any defence of reasonable excuse. On that basis, the Tribunal dismisses the application.

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 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.