



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

Case Reference : HAV/00HB/HMF/2025/0625

Property : Rooms 1, 2, 3 & 4, 22 Brislington Hill,
Bristol, BS4 5BD

Applicant : Deepak Kaggalipura Shanmukhanand
Jasleen Kaur Sethi
Anush Gowda Rajanna
Sanyukta Jain

Representative :

Respondent : Nadeem Ahmed
Tehmina Nadeem

Representative : Ms Eva Sherratt of Justice for Tenants

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 : 17 June 2026

DECISION

Decision

The First Respondent (Mr Nadeem Ahmed) shall pay to the Applicants the following sums, within 28 days:

£6,588 (Six Thousand Five Hundred and Eighty-Eight pounds) (rounded) to the First Applicant, Mr Deepak Kaggalipura Shanmukhanand

£5,708 (Five Thousand Seven Hundred and Eight pounds) (rounded) to the Second Applicant, Ms Jasleen Kaur Sethi

£5,708 (Five Thousand Seven Hundred and Eight pounds) (rounded) to the Third Applicant, Mr Anush Gowda Rajanna

£6,588 (Six Thousand Five Hundred and Eighty-Eight pounds) (rounded) to the Fourth Applicant, Ms Sanyukta Jain

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

The Tribunal was not satisfied that the Second Respondent, Ms Tehmina Nadeem was the Applicants' landlord for the purpose of S.263 Housing Act 2004, that being a person in control and/or a person managing the Property.

Reasons

Background

1. On 17 September 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenants for a rent repayment order (RRO) against the Respondent landlords.
2. The amount claimed is as follows:
 - Deepak Kaggalipura Shanmukhanand - £8,190.41 for the period 23/09/23 – 22/09/24
 - Jasleen Kaur Sethi - £7,098.36 for the period 23/09/23 – 22/09/24
 - Anush Gowda Rajanna - £7,098.36 for the period 23/09/23 – 22/09/24
 - Sanyukta Jain - £8,190.41 for the period 23/09/23 – 22/09/24

3. The Applicants state that the property in question did not have a HMO licence in accordance with the additional licensing designation.
4. On 9 April 2026 the Applicants made a case management application requesting directions from the Tribunal as to how the application will proceed given following a telephone call with the first Respondent. It was said that Applicants had not received any correspondence from either Respondent and so telephoned the first Respondent, Mr Nadeem Ahmed.
5. Mr Ahmed was said to have explained that he sold his company and no longer receives post or emails associated with the same and was abroad. He had not been aware of the forthcoming hearing, nor did he consider the matter to have relevance to him according the Applicants' representative. Mr Ahmed was not forthcoming in providing contact details for the second Respondent, Ms Tehmina Nadeem to the Applicant.
6. A text message was sent by the Applicants' representative following the telephone call with contact details for the Tribunal, the case reference number, details of the application and hearing date and time. The Applicants' representative strongly advised that the Respondent contact the Tribunal. Evidence of the correspondence was provided.
7. The Tribunal reserved the matter for determination at the hearing.
8. 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.
9. Any references in this determination to electronic page numbers in the bundle are indicated as [].

Law

10. 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.
11. 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.
12. 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).
13. 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.
14. 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

15. The hearing took place on the 14 April 2026 remotely. In attendance was Ms Sherratt on behalf of the Applicants and Ms Kaur Sethi, the second Applicant. Ms Sherratt explained that Ms Kaur Sethi was the only Applicant based in England and as such she would be the only Applicant able to give oral evidence at the hearing. Mr Deepak Kaggalipura Shanmukhanand and Ms Sanyukta Jain observed the hearing remotely from India and did not partake in the proceedings.

16. Neither Respondent, Mr Ahmed or Ms Nadeem joined the hearing. Further, the Tribunal had not received any correspondence from either Respondent.
17. 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.
18. The matter of their non-attendance and the Applicants' case management application was addressed as a preliminary issue.
19. Ms Sherratt gave an account of the contact had with Mr Ahmed, confirming that she had not been able to make contact with the second Respondent at all. Ms Shirat submitted that given she had made contact with Mr Ahmed and provided details of the application and the Tribunal, he had been aware of the hearing and had the opportunity to request an adjournment if he had not received the documents. Best efforts had been made to make contact with Ms Nadeem using the email address known to the Applicants and had requested details from Mr Ahmed who had not provided any.
20. Ms Sherratt added that if the Tribunal were to adjourn the hearing it was unlikely that either Respondent would engage. There would be no difference in the outcome and would be a waste of the Applicants' and Tribunal's resources.
21. The Tribunal having reviewed the case file was satisfied that all Directions and correspondence in relation to the application had been served to the Respondents using their known contact details. The Tribunal was grateful to Ms Sherratt for her efforts to further make contact with the Respondents and recommending that Mr Ahmed contact the Tribunal. He had not done so despite the opportunity given to him. The Tribunal therefore agreed with Ms Sherratt that the Respondents had been notified of the hearing. It would be disproportionate to adjourn the hearing and it appeared that the Respondents had chosen not to engage in the proceedings. In which case it was unlikely that anything would change if the hearing was adjourned.
22. Proceeding on, the Tribunal confirmed to the Applicant that it had read the bundle, comprising 199 pages prior to the hearing. The Tribunal had further read Ms Sherratt's skeleton argument/authority bundle of 69 pages. The Applicant was invited to direct the Tribunal's attention to any particular documents within the hearing bundle using the electronic page numbers within their submissions.
23. Ms Sherratt called Ms Kaur Sethi, confirming her witness statement [47-49].
24. Ms Kaur Sethi explained that she and the other Applicants, including a

fifth tenant who was not party to the application, Mr Rahul Devaremani, moved into the Property on 23 September 2023. Mr Devaremani vacated the Property on 20 August 2024 with the remaining tenants vacating the Property between 19th-23rd September 2024.

25. It was said the tenants were not known by each other before moving into the Property and had lived in various parts of India prior. All had found the Property via a website called Cove Properties whereby they had completed a form. It was understood that Cove Properties were an introduction agency between student tenants and Landlords. There was no further contact with Cove Properties once the Applicants arrived at the property on 23 September 2023.
26. Upon moving into the Property Ms Kaur Sethi had met Mr Ahmed for the first time. Ms Kaur Sethi added that Mr Ahmed had said that he was registered with Elite Properties and as such she understood him to be connected to that company. Further, he had requested that rent payments were made to Elite Properties [51]. All correspondence through the course of the tenancy had been directly with Mr Ahmed via Whatsapp.
27. Ms Kaur Sethi explained that there had been disrepair to the Property to which they had reported to Mr Ahmed. Mould growth had appeared in her bedroom from October/November time of 2023. It had also appeared in the kitchen and three bedrooms. Mr Ahmed had been aware of the issue with the tenants reporting problems repeatedly. Mr Ahmed had told them to open the windows and turn the heating on but that had not remedied the situation. Ms Kaur-Sethi had cleaned the mould and used anti-mould sprays but this accelerated the mould growth further upon return.
28. Ms Kaur-Sethi described the mould in Mr Kaggalipura Shanmukhanand's room as significant, referring the Tribunal to photographs within the bundle [29-20]. He had been coughing as a result.
29. It was said that there was no mould in the bathroom but Ms Kaur Sethi could not recall there being any mechanical ventilation in there.
30. Ms Kaur-Sethi referred to an incident at the end of July 2024 whereby there had been no electricity to the first floor of the house. Ms Kaur Sethi had reported the fault to Mr Ahmed but had not heard anything from him after 4 days [45]. Upon chasing the matter with Mr Ahmed, he responded to say would call the electrician and advised using an extension lead in the meantime. Ms Kaur Sethi explained that the nearest working socket was in the kitchen which was too far to use an extension lead for. At the time she had been studying for exams and writing a dissertation which required electricity in her room. The matter took a further few days to resolve and was particularly stressful.
31. It was said that the Property had a vermin infestation which Ms Kaur

Sethi reported to Mr Ahmed [33]. Whilst he did send an exterminator which took 2-3 days to resolve, there were no repairs undertaken to the Property to block the holes where the rats had entered the Property. There had been a second event which was also resolved although there had been no long term solution undertaken.

32. There had also been water ingress to the kitchen. It was said that Ms Kaur Sethi and the other tenants [48] believed was from the bathroom to the first floor or the roof. Minor repairs had been undertaken but the matter persisted. A roofing contractor had informed her that the Property was old and required larger more permanent repairs and that there were no quick or easy fixes. Water continued to enter the kitchen throughout the course of the tenancy.
33. With regards to her tenancy deposit, Ms Kaur Sethi said that it was not returned to her. Ms Jain also did not receive her deposit back and it took some 2-3 months of persistent requests for Mr Kaggalipura Shanmukhanand and Mr Gowda Rajanna to receive partial deposits back. Mr Ahmed had sent an invoice for cleaning and rubbish removal. Ms Kaur Sethi said the rubbish had been there at the commencement of the tenancy. She was not aware if the deposits had been protected by a scheme and had never been given any information relating to the same from Mr Ahmed.
34. With regards to fire protection, Ms Kaur Sethi recalled that there was one fire alarm on the ground floor in the hallway. There had been no fire protection equipment in the kitchen.
35. In terms of the arrangement of the Property, there was no living room and no dining space within the kitchen or elsewhere.
36. The rent was said to include water and wi-fi.
37. Ms Sherratt gave her closing statement, submitting that a Rent Repayment Order was sought on the basis that the Respondents had committed the offence of managing/controlling an unlicensed house of multiple occupation during the relevant period.
38. It was said that as the Property was occupied by five tenants forming two or more households, the Property was subject to mandatory licensing however, the Property fell into a ward that was also subject to both selective and additional licensing. The latter licensing schemes were relevant as the period of claim went beyond the fifth tenant (Rahul Devaramani) who vacated the Property on 8 August 2024.
39. Tenancy agreements had been included within the hearing bundle for all Applicants with the exception of Ms Kaur Sethi who had misplaced the same. Ms Sherratt referred the Tribunal to screenshots of group messages for the house [83-97] which included Ms Kaur Sethi.
40. It was said that both Respondents were persons both in control and

managing the Property. Mr Ahmed was said to be in control of the Property as the named Landlord on the assured shorthold tenancy agreements, receiving the rack rent. He was also believed to be the person managing the Property as believed to be a lessee managing the Property in accordance with the definition under Section 262(3) Housing Act 2004.

41. With respect to Ms Nadeem, it was said that she was a person in control as the beneficial owner of the Property, as per the Land Registry Title and therefore the Person receiving or would so receive the rack-rent from the Property. Further, she was a person managing the Property under Section 262 (2) Housing Act 2004 for the same reason.
42. It was therefore appropriate for a rent repayment order to be made against both Respondents, where the offence has been shown to have been made out. There could be no statutory defence for committing the offence as neither Respondent had engaged with the proceedings.
43. As to the quantum of the award, Ms Sherratt referred to her skeleton argument for the award sought by each Applicant [4].
44. Ms Sherratt explained that the rent had included water and wifi costs and so a deduction from the rent would be required. The Applicants were content for the Tribunal to determine the same.
45. As to the seriousness of the offence, Ms Sherratt acknowledged that the offence was less serious than other offences contained within this chapter. Notwithstanding, there was a degree of seriousness of the same type of offence. It was said that the subject offence was more serious than the circumstances in *Newell v Abbott* whereby the starting point was 60% of the rent.
46. Ms Sherratt submitted that the offence was more serious as the Landlords were professional landlords, the offence had been committed for a prolonged period, that being the year of the tenancy. There had been further breaches of legal requirements for the letting of residential properties such as there being no gas safety certificate, no electrical installation safety report or energy performance certificate provided to the tenants.
47. There had also been significant items of disrepair including water ingress through the kitchen ceiling to which no action was taken to remedy and recurring black mould to the bedrooms. The latter had caused Mr Deepak Kaggalipura Shanmukhanand to become unwell.
48. All four witness statements stated that there were no fire protection blankets to the kitchen which would be required for a HMO license.
49. With regards to the tenancy deposits, they had not been protected as they should have been. Two of the Applicants never had theirs returned. The other Applicants had to chase Mr Ahmed for some time before they

were partly returned.

50. Ms Sherratt referred the Tribunal to case law as to the level of rent repayment orders awarded (*Aytan v Moore [2022] UKUT 27 (LC) - 85% repayment*, *Wilson v Arrow and others [2022] UKUT 27 (LC) - 90% repayment* *Choudhury v Razak - 2022] UKUT 239 (LC) - 75% repayment*) on the basis of those circumstances, Ms Sherratt submitted that a starting point of 85% was appropriate.
51. It was not known whether either Respondent had any previous convictions. Further, their financial circumstances were unknown. As such the matter fell to conduct.
52. The Applicants had good conduct and acted in a tenant like manner throughout their occupation of the Property.
53. A rent repayment order was sought on the basis of such with the Applicants requesting an order for the Tribunal's application and hearing fees.
54. The Tribunal questioned Ms Sherratt regarding her skeleton argument which stated that both Respondents were Directors of Elite Properties SW LTD (15585437). Ms Sherratt confirmed that this information was not provided in the hearing bundle, nor had there been any supporting evidence of the same. The Tribunal queried the name of the company which appeared to differ with that of the bank account used by the Applicants to pay their rent with Ms Sherratt explaining that the company had changed names, although again there was no evidence of the same within the bundle or skeleton argument.

Consideration and Decision

Were the Respondents the Applicants' landlord at the time of the alleged offence?

55. The Tribunal has before it three individual tenancy agreements between Nadeem Ahmed and Deepak Kaggalipura Shanmukhanand [90], Anush Gowda Rajanna [83] and Sanyukta Jain [97] respectively, each dated 23 September 2023 for a 12 month term. Ms Kaur Sethi had misplaced the copy of her tenancy agreement but evidence of her occupation was included by way of screenshots of a household group chat. The Tribunal further noted that each Applicant's witness statement corroborated Ms Kaur Sethi's evidence as to her occupation of the Property between 23 September 2023 – 20 September 2024.
56. The Applicants each provided evidence of their rent payments to Elite Properties Bristol Ltd.
57. Ms Sherratt's skeleton argument, in explaining service of the Tribunal documents on to the Respondents had noted that both Respondents were Directors of Elite Properties SW LTD (company number

15585437). This information had not previously been provided within the hearing bundle.

58. The Tribunal was not satisfied that this company was the same as that used by the Applicants to pay their rent to. Although Ms Sherratt informed the Tribunal that there had been a change to the company name, there has been no evidence provided of the same within the hearing bundle or otherwise.
59. The tenancy agreements were made between the tenants individually and Mr Nadeem Ahmed. Whilst evidence was adduced showing Ms Tehmina Nadeem to be the beneficial owner of the Property, it was unclear to the Tribunal what relationship there was between the two Respondents. There was no evidence of any agreement between the parties or the capacity held by either.
60. With regards to the oral evidence, Ms Kaur Sethi had said that she and the other Applicants had only ever dealt with Mr Ahmed. He had said that he was registered with Elite Properties and provided the bank details for Elite Properties for the rental payments. Evidence of rent payments had been sent to Mr Ahmed by the Applicants and there was no suggestion within the evidence that this was the incorrect account for the rent to have been paid to.
61. Further, Mr Ahmed had been the point of contact for reports of disrepair or any other issues. He had dealt with end of tenancy matters such as the cleaning and return of tenancy deposits. For all intents and purposes Mr Ahmed was understood to have been the Applicants' landlord.
62. It was submitted by Ms Sherratt that Mr Ahmed was most likely a lessee of the Property.
63. The Tribunal were satisfied on the evidence adduced that the first Respondent, Mr Nadeem Ahmed was the Applicant's direct landlord and in receipt of the rent via Elite Properties Ltd, accepting Ms Kaur Sethi's evidence that he was connected to the company. On this basis the Tribunal determines that the first Respondent, Mr Nadeem Ahmed is consequently a person in control for the purpose of Section 263(1) of the Housing Act 2004 and so a party against which a rent repayment order can be made.
64. The Tribunal considered that Mr Ahmed could be either a lessee or acting as an agent for the Property. It was not clear on the evidence for the Tribunal to make a finding that he was a person managing the Property under S.263(3) Housing Act 2004.
65. With regards to the Second Respondent, the evidence was limited to the Property title register which names Ms Tehmina Nadeem as the beneficial owner. There had been no evidence that Ms Nadeem was in receipt of the rental payments, directly or indirectly, nor was there any

evidence as to having any involvement with the letting or management of the Property whatsoever. The Tribunal did not find Ms Sherratt's submission regarding the Respondents being directors of Elite Properties SW LTD to be of any assistance as there had been no evidence that that company was the same as that to which Mr Ahmed was connected to and the Applicants had paid rent to.

66. The Tribunal considered that Ms Nadeem may have been a Superior Landlord if Mr Ahmed was indeed a Lessee, in which case there would be no direct landlord-tenant relationship between the parties. The Tribunal is not therefore satisfied that the Second Respondent, Ms Tehmina Nadeem was a person in control and/or a person managing the Property for the purpose of S.263 Housing Act 2004.
67. Accordingly, the Tribunal is satisfied that the first Respondent, Mr Nadeem Ahmed was the Applicants' 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?

68. The Tribunal is satisfied that the property was required to be licensed as a HMO during the period of the alleged offence.
69. The Tribunal accepts the Applicants' evidence that the Property was occupied by five individuals forming more than two households between 23 September 2023 – 28 August 2024. The nature of the occupation would have met mandatory licensing conditions, however, the Applicants submitted evidence showing that the Property fell under the Brislington West ward [182] which was subject to both additional and selective licensing schemes from 6 April 2022 – 5 April 2027 [181].
70. The Applicants further adduced evidence from Bristol City Council that a mandatory licence application was not made until 11 April 2025 with no temporary exemption notice application having been received previously [170].
71. The Tribunal is therefore satisfied that the property required, but did not have, a relevant licence during the relevant period.
72. The Tribunal is satisfied that the first Respondent was a landlord having control of a HMO that was required to be licensed but which was not.
73. 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.
74. The Tribunal next turned its attention as to whether the Respondent had a reasonable excuse defence for the failure to licence the property.

75. As the Respondents had not engaged in the proceedings, there was no evidence before the Tribunal to consider whether there had been a reasonable excuse for failure to hold a HMO license.

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

76. 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.
77. 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

78. 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.
79. 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.
80. Taking each in turn.
81. The relevant period is 23 September 2023 to 22 September 2024. The total rent claimed by the Applicants is £30,800, which consists of £8250 for Deepak Kaggalipura Shanmukhanand, £7150 for Jasleen Kaur Sethi, £7150 for Anush Gowda Rajanna and £8250 for Sanyukta Jain.
82. The Applicants have each included rental payment evidence from their respective bank accounts. Further, statements were included at [190-191] relating to Ms Kaur Sethi's and Mr Gowda Rajanna's rent payments in November and October 2023, respectively whereby they received assistance. Authorisation was provided by those parties for Ms Kaur

Sethi and Mr Rgowda Rajanna to reclaim the rent which is accepted by the Tribunal.

83. The Tribunal notes that although the claim period is twelve months, the figure sought relates to the sum of eleven months rent for each Applicant. Further, there has been no rent payment evidence submitted for Mr Kaggalipura Shanmukhanand nor Ms Kaur Sethi for September 2023. The Tribunal takes the rental figure sought by the Applicant, as a starting point.
84. The Applicants stated that the rent included Wifi and water bills although did not make any submissions as to the cost of the same, leaving the Tribunal to determine the matter. On the basis of the Tribunal's expert knowledge and experience, the Tribunal considered that the sum of £600 per year for water and £300 for wifi would equate to this cost, or £15 per tenant per month on the basis of the five tenants in occupation.
85. The Tribunal then deducted this figure from the Applicants' rental payments, arriving at a net rent of £8,235 for Mr Kaggalipura Shanmukhanand, £7,135 for Ms Kaur Sethi, £7,135 for Ms Gowda Rajanna and £8,235 for Ms Jain.
86. 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.
87. 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.
88. 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.

89. Turning to the circumstances of this case, Ms Kaur Sethi explained that the Property had only one fire alarm on the ground floor hallway. There had been no fire protection equipment in the kitchen or elsewhere within the Property. This was corroborated by the written witness statements of all Applicants.
90. With regards to the condition of the Property, Ms Kaur Sethi had referred to significant black mould growth and water ingress to the kitchen. Neither of these matters had been dealt with by the Landlord. There had been further incidents of rodent infestations and electrical faults, although the Landlord had sent contractors to deal with the same.
91. Whilst Ms Kaur-Sethi had referred to the mould leading to Mr Kaggalipura Shanmukhanand becoming unwell, although he had not referred to the same within his witness statement nor had any medical evidence been adduced.
92. The Applicants stated that the Respondent had not provided evidence of a gas safety certificate, energy performance certificate or electrical safety certificate. Ms Kaur Sethi confirmed this within her oral evidence.
93. As the Respondents had not provided witness statements to the Tribunal, there were no mitigating factors to consider.
94. It was said by the Applicants that the First Respondent was an experienced Landlord. There had been no evidence adduced of the same other than the connection with the company Elite Properties, to which it is not known whether this company was an agency or otherwise. However, it is incumbent on any landlord to keep abreast of statutory and regulatory requirements. In failing to obtain the necessary HMO licence the Respondent failed to keep abreast of such requirements.
95. 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 the Tribunal considered that it was at the higher end of the spectrum, acknowledging serious failings with fire safety and the condition of the Property.
96. With this in mind, the Tribunal considered a starting point of 70% of the proportion of the rent was appropriate.
97. Finally, turning to those factors set out in s.44(4) of the 2016 Act the Tribunal finds that the tenants' conduct was good throughout his occupation of the property. The Tribunal therefore sees no reason to make a deduction in respect of such.

98. The Tribunal found that the Landlord's conduct had at points throughout the tenancy been poor. Mr Ahmed had been slow to deal with the electrical malfunction and not dealt with the mould or water ingress to the kitchen which continued throughout the duration of the Applicants' occupation. Further, Mr Ahmed had been slow to return the deposits of Mr Kaggalipura Shanmukhanand and Mr Gowda Rajanna (both not being fully refunded) and had failed to return the deposits of Ms Kaur Sethi and Ms Jain, according to Ms Kaur Sethi's oral evidence.
99. On balance, there had been evidence of reasonable communication with Ms Kaur Sethi throughout her occupation of the Property and the electrical repair had been dealt with within a week and an exterminator had been called for the two rodent infestations. Mr Ahmed had been, to some extent, engaged in the management of the Property, albeit falling short of a reasonable standard.
100. The Tribunal gave further consideration to the case law cited by Ms Sherratt, in addition to its wider knowledge of relevant case and experience in applying the same.
101. In consideration of such, the Tribunal considers it necessary to make an upward adjustment to its starting point, finding that a 80% of the rent was proportionate.
102. There was no evidence before the Tribunal that the First 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.
103. On that basis the Tribunal determines that an appropriate order is 80% of the rent paid and makes an order for:
- £6,588 (Six Thousand Five Hundred and Eighty-Eight pounds)
(rounded) to the First Applicant, Mr Deepak Kaggalipura
Shanmukhanand
- £5,708 (Five Thousand Seven Hundred and Eight pounds)
(rounded) to the Second Applicant, Ms Jasleen Kaur Sethi
- £5,708 (Five Thousand Seven Hundred and Eight pounds)
(rounded) to the Third Applicant, Ms Anush Gowda Rajanna
- £6,588 (Six Thousand Five Hundred and Eight-Eight pounds)
(rounded) to the Fourth Applicant, Ms Sanyukta Jain
104. The sums are payable to the Applicants within 28 days of the date of this decision.
105. The Tribunal further orders that the Respondents reimburse 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 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.