



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

Case reference : LON/00BG/HMF/2024/0704 (1)
LON/00BG/HMF/2025/0690 (2)
LON/00BG/HMF/2025/0708 (3)

Property : 1 Driffield Road, London, E3 5NE

Applicant : Matteo Crawford (1)
Matthew Horsfield (2)
Joseph Middleton (3)

Representative : N/A

Respondent : Tamsin Elliott

Representative : N/A

Type of application : Application for a rent repayment order
by tenant Sections 40, 41, 43, & 44 of the
Housing and Planning Act 2016

Tribunal members : Judge H Carr
Mr Matthew Williams

**Date and venue of
hearing** : 19th May 2026 by video

Date of decision : 22nd June 2026

DECISION

Decisions of the tribunal

- (1) The tribunal determines to make Rent Repayment Orders as follows:
 - a. Mr Crawford - £720
 - b. Mr Horsfield £4,800
 - c. Mr Middleton £4,800
- (2) The Rent Repayment Order must be paid within 28 days of the issue of this decision.
- (3) The tribunal determines that the Respondent reimburse each Applicant for their application and hearing fees, totalling £330 for Matteo Crawford, £110 for Matthew Horsfield and £110 for Joseph Middleton
- (4) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The Applicant tenants, Matteo Crawford (1) Matthew Horsfield (2) Joseph Middleton (3) seek a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to 1 Driffield Road, London E3 5 NE, the property.
2. The Applicant alleges that the Respondent landlord has committed the offence of having control of or managing a house in multiple occupation that was required to be licensed but was not licensed under of the Housing Act 2004.
3. The Respondent is Tamsin Elliott who is the registered owner of the property.
4. The Applicants are seeking to recover respectively
 - (i) Matteo Crawford £3,600 for the period 1st April 2024 to 30th November 2024.
 - (ii) Matthew Horsfield £ 9600 for the period 1st December 2023 to 30th November 2024.
 - (iii) Joseph Middleton £ 9,600 for the period 1st November 2023 to 31st October 2024

5. The applications were respectively received on
 - (i) Matteo Crawford - 7th October 2024
 - (ii) Matthew Horsfield - 27th January 2025
 - (iii) Joseph Middleton – 12th February 2025
6. Directions joining the three applications were issued on 24th October 2025.

The hearing

7. The three Applicants were in attendance via video link.
8. The Respondent attended the hearing by telephone.
9. The Respondent failed to comply with directions and file a bundle by the required date of 16th January 2026, or at all.
10. The directions contain a warning about non-compliance at paragraph 20, as follows;

If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules

11. The Respondent explained to the tribunal that she had sent a letter to the clerk on 31st March 2026 setting out her case. She did not copy the letter to the other parties, nor did she explain that this was her statement of case for the tribunal.
12. The tribunal with the agreement of the parties, determined to proceed with the hearing on the basis that the letter from the Respondent set out her response. It did so mindful of its responsibilities under its procedural rules, to avoid unnecessary formality and seek flexibility in the proceedings and to enable all parties to participate fully in the proceedings.
13. It adjourned the hearing for half an hour whilst the Applicants read the letter and prepared their response. The tribunal also asked them to provide documentary evidence of Tower Hamlets licensing scheme.

The background and chronology

14. The property is a three bedroomed terraced house built at the turn of the twentieth century.
15. It was purchased by the Respondent's mother for the benefit of the Respondent in 2009. The Respondent said that her mother's name was put on the title to enable the Respondent to obtain a mortgage. The idea appears to have been that she would make additional income from renting out the property. When her mother died, her 75% share was passed to her husband, the Respondent's stepfather. She said that the property was hers, and that the legal title did not reflect the reality of the ownership. She paid the mortgage, and she received all of the rent.
16. The Respondent originally let the property to a couple. The Respondent was not able to provide details of the various people who had lived in the property since 2009. The Respondent said that the original arrangement had continued.
17. Mr Horsfield produced a tenancy agreement dated 1st July 2018 and signed by the Respondent between herself and Stuart Wilson, Craig McWilliam and Helen Haxell. He said that the Respondent did not organise any further written tenancy agreements but that he had frequently asked to be included on a tenancy agreement.
18. Mr Horsfield moved into the property on 7th April 2021 paying a rent of £800 pcm which he paid directly to the Respondent via bank transfer. He directly replaced Helen Haxell.
19. Craig McWilliam moved out on 30th October 2022 and Sam moved in on 1st November 2022. Stuart Wilson moved out on 1st February 2023 and was replaced by Will Lake. Sam moved out and was replaced by Joseph Middleton on 1st November 2022. Joseph Middleton was not given a written agreement. He paid rent of £800 pcm which he paid directly to the Respondent via bank transfer.
20. Will Lake moved out in early February 2024 and was replaced by Matteo Crawford on 1st April 2024. He paid a rent of £900 directly to the Respondent by bank transfer.
21. Joseph Middleton moved out on 31st October 2024. Matthew Horsfield and Matteo Crawford both moved out on the 30th November 2024.

The issues

22. The issues that the tribunal must determine are;
 - (i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?

- (ii) Does the Respondent have a 'reasonable excuse' defence?
- (iii) What amount of RRO, if any, should the tribunal order?
 - (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
 - (b) What account must be taken of
 - (1) The conduct of the landlord
 - (2) The financial circumstances of the landlord:
 - (3) The conduct of the tenant?
 - (iv) Should the tribunal refund the applicant's application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?

The Applicants' evidence

- 23. The property is situated within an additional licensing area as designated by the London Borough of Tower Hamlets. The additional licencing claim was in force for the period in dispute. The scheme requires to be licensed. They provided a webshot of the information.
- 24. The additional licensing scheme was implemented borough wide.
- 25. The property met all the criteria to be licensed under the designation and does not qualify for any licensing exemptions. The Applicants said that they were unrelated to each other, and not in relationships with each other. They told the tribunal that the property was their only residence.
- 26. The Applicants provided copies of email correspondence from the Local Authority dated 24th July 2024 in which the LB of Tower Hamlets stated that there was no licence in place for the property.

The Respondent's evidence

27. The Respondent agrees that she has not obtained a licence for the property.
28. She said that the original agreement started long before additional licensing scheme commenced. She said that the original couple had various friends come to stay with them, who would contribute toward the rent. No tenancy deposits were taken, and no subsequent agreements were signed. When the additional licensing scheme for the whole of Tower Hamlets came into force in April 2019, she said that it was her understanding that a landlord's licence was not required since the original tenants were the sole occupants and any additional people staying at the property were guests of the tenants.
29. She suggested that two of the people named on the 2018 agreement, Stuart Wilson and Craig McWilliam were in a relationship. Mr Horsfield said that this was not accurate. He lived in the property with them and said that they were not in a relationship. He pointed out that they left the property on different dates, which corroborates his evidence.
30. The Respondent agreed that no application for a licence has been made. The property has now been sold.

The decision of the tribunal

31. The tribunal determines that the Respondent has committed the alleged offence.

The reasons for the decision of the tribunal

32. The evidence is that the property required licensing. It was occupied by three different people in three different households who were not in a relationship with each other who occupied the property as their only or principal residence.
33. It relies on the information provided by the LB of Tower Hamlets and the email correspondence with the Applicants as well as the evidence from the Applicants.
34. It also relies on the tenancy agreement of 1st July 2018 provided by the Applicants which is signed by the Respondent. That tenancy agreement lists three different individuals as tenants. It accepts the evidence of Mr Horsfield that the two other occupants of the property were not in a relationship when he moved in.
35. On this basis the tribunal does not find the evidence of the Respondent credible. Whatever the original terms of the agreement, which has not

been provided by the Respondent, certainly by 2018 there were three different individuals living in the property who were unrelated.

36. It also relies on the fact that the Applicants each paid their rent directly to the Respondent. There is no question of a tenancy to one of them who then sublets to the others.
37. The fact that there is no current written tenancy agreement is irrelevant. The facts as presented to the tribunal demonstrate that for the period in question the property required licensing and it was not licensed.
38. The tribunal notes the undated WhatsApp message from the Respondent which appears to have been sent in September 2024. This says that Mr Horsfield was the lead tenant and that he could have written a lodgers agreement for the other tenants. The tribunal discounts this assertion from the Respondent. There is no evidence of any agreement to substantiate this claim. If the Respondent had intended this to be the legal arrangement, she would have required a tenancy agreement to provide exactly this. The tribunal notes that Mr Horsfield gave evidence that there was no agreement that he would be a lead tenant.
39. The tribunal also notes that the Respondent sent a letter for Mr Crawford to forward to Universal Credit dated 5th September 2024 stating that he was a joint tenant. Again, the tribunal determines that this was an inaccurate statement of the legal status of the occupiers. For a joint tenancy to exist, the law requires that four conditions need to be complied with. There are in brief, that all the tenants have an equal undivided right to occupy the property, that all tenants have an identical interest in the property, that all tenants acquired their interest at an identical time, and that all derive their interest from the exact same legal document. The simple fact that each of the Applicants started renting their rooms on different dates demonstrates that they were not joint tenants. Following the decision of HHJ Luba QC in *Sturgiss & Anor v Boddy & Ors* (2021) EW Misc 10 (CC) if the Respondent had provided a tenancy agreement with all three names on which they all signed, it may well have been a joint tenancy. But she did not do that, and therefore the tribunal determines that they were tenants in common, each with an individual interest in the property.

Does the Respondent have a ‘reasonable excuse’ defence?

40. The Respondent told the tribunal that she had a genuine belief that the property did not require a licence. She also said that she was not in the right emotional state to ensure that a licence was obtained.
41. The letter sent to the tribunal from the Respondent said that during the relevant period she was suffering with grief trauma and has subsequently

been referred to Tower Hamlets talking therapies for counselling to help her cope with her depression.

42. She told the tribunal that she had not been coping well with the fallout from the death of her parents which led to the sale of the property because the family of her stepfather challenged that her ownership. This has caused extensive worry and financial strain.
43. She also said that she had found Covid very stressful and had been caring for her grandmother who lived in Cornwall. She was therefore not able to think about licensing requirements at that time.

Decision of the tribunal

44. The tribunal determines that the Respondent does not have a reasonable excuse defence.

The reasons for the decision of the tribunal

45. The tribunal accepts that the Respondent has been under a lot of stress. However it determines that the reason the Respondent did not obtain a licence is that she had made her mind up that she did not need one. She did not provide any evidence that she had sought advice on the licensing situation or indeed on any aspect of her responsibilities as a landlord. She has clung to the belief that as the original letting did not attract licensing requirements, subsequent lettings also fell outside of the regulatory framework.
46. The tribunal does not accept that Covid provides the Respondent with a reasonable excuse defence either. Not only did the additional licensing requirements come into force prior to Covid, the Applicants' period of claim postdates Covid and there was nothing to stop the Respondent subsequent to April 2021 approaching the council and asking advice on the basis of accurate details of the renting arrangements. Alternatively, she could have instructed managing agents.

Should the tribunal make an award of a RRO? If so, for what amount?

The exercise of the tribunal's discretion

47. The Applicants asked the tribunal to exercise its discretion and make an RRO.

The decision of the tribunal

48. The tribunal determines to exercise its discretion to make a rent repayment order.

The reasons for the decision of the tribunal

49. The tribunal considered the evidence and determined that it was appropriate for it to exercise its discretion and make a rent repayment order because there had been a clear breach of the law.

The maximum amount of the RRO which can be ordered

50. The Applicants each produced evidence of having paid rent.
51. The Applicants were responsible for all utility payments.
52. Mr Crawford who is self employed provided evidence in connection with his receipt of Universal Credit.

The decision of the tribunal

53. The tribunal found that the maximum RRO it could award to each Applicant is as follows:

(v) Matteo Crawford -£3,600

(vi) Matthew Horsfield - £9600

(vii) Joseph Middleton – £9600

The reasons for the decision of the tribunal

54. The Applicants have each provided evidence of payment of rent for their period of claim
55. Mr Crawford gave evidence of his receipt of Universal Credit. This evidence indicated that he did not receive Universal Credit for the period of his claim.

Other arguments concerning the amount of the RRO to be awarded.

56. The Applicants argue that their conduct has been good.
57. The Applicants argue that the conduct of the Respondent was poor

- (i) No written tenancy agreement has been provided for them. This caused problems for Mr Crawford who was unable to claim the Housing element of Universal Credit without details of the agreement. The Respondent provided details in September 2024.
- (ii) The Applicants say that there were no safety certificates provided, and no statutorily required information provided.
- (iii) The Applicants say that the Respondent turned up without notice on several occasions.
- (iv) The Applicants say that the property was in poor condition and lacked working smoke alarms. They complained particularly about a leak into Mr Crawford's room and rotten floorboards in the bathroom.

- 58. The Respondent argues that her conduct has been good.
- 59. She says that she did her best to keep the property well maintained. She agrees she turned up without proper notice with a workman to inspect the leak and she agreed that the leak needed fixing. She did not have sufficient funds to carry out the work. She also agreed that the floor in the bathroom was problematic and she provided a temporary solution to this. She could not afford to repair the bathroom floor.
- 60. She said that she did provide smoke alarms and replaced the batteries when she visited which was about every six months. She had obtained gas safety certificates, but did not realise that these had to be provided to the occupants of the property.
- 61. The Respondent says that the conduct of the Applicants has been poor. She referred in particular to Mr Crawford. She stated, and he agreed that whilst he paid rent for the first four months of his tenancy, he failed to pay rent for the following five months. She also said that Mr Crawford was a difficult tenant who made numerous requests of her.
- 62. Mr Crawford said that most of the requests related to his need to provide a tenancy agreement to Universal Credit. The reason why he did not pay rent for five months was that Universal Credit would not pay his rent without a tenancy agreement. When he was unable to provide one, he was advised by Universal Credit not to pay his rent. He realises now that this was poor advice. He asked the tribunal to note that he only claim an RRO for the first four months of his occupancy of the property.

63. The Respondent says that her income is very depleted. She explained to the tribunal that following the death of her stepfather, his family challenged her equitable ownership of the property. The property has now been sold and the money held by the solicitors. The sale price was £830,000 and the outstanding mortgage was £520,000. The dispute between them is ongoing and it may be that she receives very little from the sale.
64. The Respondent said that she had very little income other than the rental income which has now ceased. She runs a stall at Brixton market. Her mortgage before the sale was very expensive. It was a buy to let mortgage with a high interest rate and she had remortgaged to cover various debts. She was unable to switch to a more affordable mortgage because she had been in arrears and she had a low income. The interest rate had doubled in recent years and the rental income barely covered the repayments.
65. She owns no property. She is the tenant of a Housing Association property.

The decision of the tribunal

66. The tribunal determines to award a RRO of £4,800 to Mr Horsfield and to Mr Middleton. It determines to award an RRO of £720 to Mr Crawford.

The reasons for the decision of the tribunal

67. There is extensive case law on how the tribunal should reach a decision on quantum of a rent repayment order. In reaching its decision in this case the tribunal has been guided by the very helpful review of the decisions in the Upper Tribunal decision *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC).
68. *Acheampong v Roman* (2022) UKUT 239 (LC) established a four stage approach which the tribunal must adopt when assessing the amount of any order. The tribunal in this case has already taken the first two steps that the authorities require by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant. There is no deduction for utilities that needs to be made in this case as the Applicants paid for all utilities.
69. There is no deduction to be made for receipt of Universal Credit as Mr Crawford did not receive universal credit during the period of his claim.

70. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.
71. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.
72. In this case the tribunal determined that the case is a moderately serious example of one of the less serious offences in which a rent repayment order may be made.
73. The reasons for this are as follows:
- (i) Failure to take proper advice about the need for a licence.
 - (ii) Failure to take advice about the status of the occupiers.
 - (iii) The length of the period when the property was unlicensed was considerable.
 - (iv) Failure to provide a tenancy agreement meant that occupiers had a lack of clarity about their status
 - (v) Evidence of poor quality living conditions and evidence that the Respondent did not have the means to maintain the property properly.
 - (vi) The failure to licence meant that there was no oversight of the fire precautions in the property placing the Applicants at risk.
74. The tribunal does note that the Respondent was not a portfolio landlord which provides some mitigation to her conduct.
75. At this stage the tribunal considered that the appropriate level of RRO is 60%.
76. The tribunal decided not to reduce the amount payable to Mr Horsfield and Mr Middleton on the basis of conduct. There were no allegations of misconduct by them.

77. The tribunal decided to reduce the amount of RRO payable to Mr Crawford because of his failure to pay rent for the final five months of his tenancy. It does not however reduce the amount to 0% because the Respondent made a significant contribution to his failure to pay rent by failing to provide him with the details required by Universal Credit. It therefore decides at this stage that Mr Crawford should receive 30% of his claimed amount.
78. The tribunal then considered the financial circumstances of the Respondent. It noted that she had failed to provide documentation to support her oral evidence. However the tribunal considered that she was in straitened circumstances and therefore decided to reduce the amount of the RROs payable by a further 10% for each of the claimants.
79. It therefore determines to award RROs to Mr Horsfield and Mr Middleton at 50% of their claim and to Mr Crawford at 20% of his claim.
80. In the light of the above determinations the tribunal also orders the Respondent to reimburse the applicants their application fees of £110 each and hearing fee of £220.

Name: Judge H Carr

Date: 22nd June 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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

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.

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

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).