FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HQ/HMC/2025/0008
Property	**:**	11 Evershot Road, Bournemouth, BH8 9PD
Applicant	**:**	Balazs Trepak
Representative	**:**	
Respondent	**:**	Mehmet Ekinci
Representative	**:**	Quinn & Co
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	**:**	5 May 2026
Date of Decision	**:**	22 June 2026

DECISION

Decision

The Tribunal dismisses the application and declines to order the Respondent to repay the Applicant's application and hearing fees.

Reasons

Background

1. On 20 October 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenant for a rent repayment order (RRO) against the Respondent landlord.

2. The alleged offences relate to failures to comply with three improvement notices:

    - Improvement Notice 1 – Issued 30 May 2024 in relation to category 2 hazards. Remedial works required including damp investigation, electrical safety, heating installation, roof repairs. The electrical hazards were to be remedied by 26 July 2024 whilst the remaining hazards were to be remedied by 3 August 2024.

    - Improvement Notice 2 – Issued 25 October 2024 in relation to category 2 hazards with respect of food safety, personal hygiene, electrical safety and flames and hot surfaces. Remedial works were to be completed by 1 December 2024.

    - Improvement Notice 3 – Issued 25 October 2024 in relation to category 1 hazards of fire safety and falling on level surfaces. Fire safety improvements were to be made by 14th August 2025 and improvements to prevent falling on level surfaces were to be completed by 13th September 2025.

3. On 1 April 2026 the Tribunal received a case management application from the Respondent seeking to vacate the hearing on the grounds that he had not received the Applicant's statement, in accordance with the Tribunal's Directions dated 20 February 2026. The Applicant's statement was due by 16 March 2026.

4. In response, the Applicant made a case management application to the Tribunal on 9 April 2026. It was said that the Applicant had sent his statement to the Respondent's Representative that same day and requested that the hearing was not vacated. The Applicant had explained that he had not understood the Tribunal's earlier directions as English was not his first language. Furthermore, the delay could in part be explained by a lack of response from BCP Council to provide evidence to the Applicant.

5. On 17 April 2026 Judge Skinner decided both applications jointly, stating that as the non-compliance of the Tribunal's Directions had now been remedied it was desirable to preserve the original hearing date. Notwithstanding, the Applicant's three week delay had prejudiced the Respondent's ability to respond to the Applicant's statement and prepare for the hearing. As such, Judge Skinner amended the dates for compliance to afford the Respondent additional time to submit their response to the Applicant. The Applicant's date for a response was shortened and the date for submission for the final hearing bundle extended.

6. On 28 April 2026 a further case management application was received from the Respondent's second representative, Frettons LLP requesting the application is struck out or the hearing adjourned on the grounds that the Respondent's first representative, Quinn & Co had not received the Applicant's statement which was said to have been sent on the 9th April 2026. As such, the Respondent had not filed their statement. The first they had seen of the Applicant's statement was when the final hearing bundle was served.

7. Also on 28 April 2026, the Applicant made a counter case management application requesting that the application is not struck out with the original hearing date to be preserved. The Applicant provided evidence that his statement had indeed been sent to Quinn & Co on 9 April 2026 by email.

8. On 29 April 2026 Regional Judge Whitney refused the Respondent's application to strike the application out or adjourn the hearing date. It was said that the Respondent's first representative had clearly received Judge Skinner's earlier decision which should have alerted them that the Applicant's statement of case had been sent, yet nothing had been done. The hearing date was maintained where the Respondent would have the opportunity to apply for a late submission of any statement or evidence at the hearing.

9. The Tribunal in determining the application needs to be satisfied beyond reasonable doubt that the landlord has committed one or more of the offences outlined in Chapter 4, paragraph 40 (3) of the Housing and Planning Act 2016 before it will decide (a) whether to make a rent repayment order and, if so, (b) for what amount.

Law

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 failing to comply with an improvement notice(s), 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 5 May 2026 at Havant Justice Centre at 10am. In attendance was Mr Trepak, who was accompanied by his daughter Rebekah Trepak who wished to observe.
16. Ms Andrea Rethy, court appointed interpreter for Mr Trepak joined the hearing remotely. This had delayed the start of the hearing somewhat as Ms Rethy had technical issues joining the hearing.

17. Mr Ekinci, the Respondent attended alongside his representative Mr Quinn of Quinn & Co and his son Mr Sal Ekinci who stated that he wished to interpret for his father. It was explained that any interpretation needed to be conducted by a court appointed interpreter which should have been requested and arranged prior to the date of the hearing. As such, Mr Sal Ekinci was not permitted to provide interpretation to his father and could only observe the proceedings. Mr Ekinci stated that he was content to proceed with Mr Quinn representing him. The Tribunal were satisfied that Mr Ekinci had understood the situation and was content to proceed.

18. As a preliminary matter, Mr Quinn requested that the he was able to give evidence at the hearing, despite failing to file his statement in accordance with the Tribunal's Directions. Mr Quinn was candid, explaining that he had no prior experience of dealing with Tribunal proceedings and had not understood or appreciated the significance of the Directions. He admitted that he had made a mistake and had instructed a solicitor to assist but by that point it was too late to remedy the failure or for the solicitor to provide representation at the hearing. Notwithstanding, Mr Quinn queried why Mr Ekinci had not been corresponded with directly by the Tribunal. Mr Quinn was concerned that this had not been fair and Mr Ekinci had not had enough notice of the hearing.

19. The Tribunal considered the matter and thanked Mr Quinn for honest explanation. Whilst the Tribunal understood that Mr Quinn had no prior Tribunal experience, the Directions had been clear in what was required to be done and by when. The dates for compliance contained within were of paramount importance in ensuring the parties were ready for a final hearing and ensured procedural fairness, giving each party time to review each other's submissions and respond. The concern was that if the Tribunal were to permit the Respondent's evidence at the hearing, this would prejudice Mr Trepak who would not have had time to review any evidence beforehand.

20. Further, the Tribunal were satisfied that Mr Trepak had served his

statement to Mr Quinn on 9 April 2026. Mr Quinn had received Judge Skinner's decision and all previous correspondence and had therefore been given sufficient notice to comply. Correspondence had been served on the Respondent using the contact details provided by Mr Trepak at the point of application. The Respondent had clearly been aware of the proceedings and had provided authority for Quinn and Co to represent him in March. At no point had Mr Ekinci contacted the Tribunal to provide an alternative correspondence address.

21. As such the Tribunal decided that the Respondent was not able to give evidence or provide any submission as that would naturally veer into the giving of evidence. Mr Quinn, was however welcome to question Mr Trepak on his evidence if he wished to do so.

22. The Tribunal confirmed to the parties that it had read the bundle, comprising 65 pages prior to the hearing. The parties were invited to direct the Tribunal's attention to any particular documents within the bundle using the electronic page numbers within their submissions.

23. 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.

24. Any references in this determination to electronic page numbers in the bundle are indicated as [ ].

25. The Tribunal is grateful to both parties for their patience at the start of the hearing and the helpful manner in which they conducted the proceedings.

26. Mr Quinn questioned Mr Trepak.

27. Mr Trepak could recall one professional visiting the Property in connection with the works required but never received any schedule of works. It was said that a schedule was required by the local authority's housing team as evidence that alternative accommodation was required. Mr Trepak had sent emails to the Respondent's representative and the local authority explaining that his wife had a medical condition and his son was autistic which made access for works difficult.

28. It was said the private sector housing officer dealing with the Improvement Notices, Lisa Bailey, explained that she was working to The Housing Health and Safety Rating System (HHSRS) guidance only and did not know how long that works would take or what the effect would be on the family.

29. Mr Trepak explained that he would always allow access to contractors where notice had been given but was concerned as to the needs of his family. As the local authority housing team had requested a schedule for works he had sought to obtain the same. It was said that schedules contained within the Improvement Notices were not equivalent to a

schedule of works.

30. After some 18 months, the matter had passed to the local authority's homeless prevention team as there was a category 1 hazard in the Property which had now become uninhabitable. It was said that the bathroom floorboards had become rotten.

31. It was said that the Respondent had never intended for any works to have been carried out. There had been no visits from contractors, nor had there been any evidence of any attempt to start the works.

32. In response to the Tribunal's questions, Mr Trepak explained that he occupied the Property between February 2019 and 22 August 2025. It was said that the tenancy agreement was submitted to the Tribunal at the point of application but had not been included from the hearing bundle.

33. Also omitted from the hearing bundle was evidence of Mr Trepak's rent payments which had also been said to have been provided at the point of application only. The Tribunal explained that this was fundamental evidence for a rent repayment order application and all evidence needed to be included in the hearing bundle for the Tribunal and Respondent to be able to review.

34. When asked whether Mr Trepak was in receipt of any universal credit support, Mr Trepak confirmed that he had received the housing element of Universal Credit for the entire duration of his occupation. Mr Trepak added that the award was £1100 per calendar month which covered the entirety of the rent.

35. In Mr Trepak's closing statement, he submitted that Mr Ekinci did not co-operate with him or the local authority to undertake the required works, nor did he acquire a schedule of works which would have assisted Mr Trepak and his family in obtaining alternative accommodation sooner.

Consideration and Decision

36. The Tribunal identified significant deficiencies in the application relating to the evidence provided within the final hearing bundle.

37. There had been no inclusion of a tenancy agreement or evidence of rent payments included within the hearing bundle. Whilst the Tribunal accepts Mr Trepak's explanation that the same was provided to the Tribunal at the point of application, neither the Tribunal panel considering the application, nor the Respondent had these documents before them.

38. This is disappointing whereby the Tribunal's Directions dated 20 February 2026 were clear as to the documents to be included within the final bundle. The omission poses an issue in terms of procedural fairness to the Respondent who should have had sight of those documents and in creating a difficulty for the Tribunal panel in making the findings it is required to make in considering the outcome of the application.

39. On the basis of the evidence of correspondence between the parties and the local authority, in addition to Mr Trepak's oral evidence, the Tribunal were satisfied, on balance that the Respondent was the Applicant's landlord at the time of the first two alleged offences. However, Mr Trepak's written and oral evidence was at odds as to the date that he vacated the Property, that being either 20 August 2025 or the 22 August 2025. It was therefore unclear to the Tribunal what date in August 2025 Mr Trepak had moved out and whether he was in occupation at the time of the alleged offence of failure to comply with the third notice.

40. The second substantial deficiency in the application was that the evidence adduced from the local authority in relation to non-compliance of the Improvement Notices was vague and informal. The local authority had simply confirmed that a civil penalty notice had been served to Mr Trepak's "*former landlord*" for failure to comply with "*the improvement notices*" [64] served within the required timeframes.

41. The correspondence fails to name Mr Ekinci and refers only to Mr Trepak's 'previous landlord', although the Tribunal does note that the email heading provides the address '11 Evershot Road'.

42. More significantly, the email fails to identify which improvement notices were not complied with. The statement can be taken to mean all three notices, but being plural, could also mean just two notices. This is relevant to the Tribunal as it needs to identify which of the alleged offences have been committed and satisfied of the same beyond a reasonable doubt (the criminal standard).

43. Whilst it would be sufficient for the Applicant to prove beyond reasonable doubt that just one of those improvement notices had not been complied with, it is important to identify which one (or more) due to the restricted period of the application and the timing of the offence(s).

44. The Tribunal notes that the date for compliance for the first improvement notice (3 August 2024) is outside of the relevant period, that being more than a year before the date of application.

45. With respect to the third Improvement Notice, the final date for compliance was after the Applicant had vacated the Property. The Tribunal notes that Mr Trepak's oral evidence was that he had vacated

on 22 August 2025, yet his written statement was that he had vacated by 20 August 2025. The Tribunal was not therefore certain of the date that Mr Trepak had vacated the Property.

46. The Tribunal therefore considered that it was only the second Improvement Notice that was relevant to the period of the Applicant's claim. The local authority's statement that 'the improvement notices' had not been complied with was therefore insufficient to prove beyond reasonable doubt that Mr Ekinci had failed to comply with the second improvement notice (issued 30 May 2024).

47. The Tribunal further considered that an email from the local authority's private sector housing officer, Lisa Bailey, to the Applicant [53] discussing the preparation of a report to her manager to evidence non-compliance of the Improvement Notices dated 30 May 2024 and 25 October 2025 was an inference, but not sufficient to prove to the Tribunal that the offences had been committed beyond reasonable doubt. The email made no mention of the property address or Mr Ekinci.

48. The Tribunal considers that neither of the email correspondence documents [53 & 64] from the local authority constituted good evidence, such as the provision of a witness statement.

49. Notwithstanding, had the Tribunal been minded to accept the evidence of the tenancy agreement and rental payment evidence not contained within the hearing bundle, and had it further been minded to make a finding that an offence within the relevant period *had* been committed *beyond reasonable doubt* it could not have made a rent repayment order in any event. This is in light of the Applicant having been in receipt of the housing element of Universal Credit which covered the total sum of the Applicant's rent throughout the entire period of his occupation under Section 44(3) Housing and Planning Act 2016:

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.

50. The Tribunal would have therefore been required to deduct the sum of the Universal Credit from that of a calculated award which, given the whole sum of the rent was covered by Universal Credit would have resulted in a nil award.

51. In light of the above, the Tribunal dismisses the application. Further, owing to the deficiencies in the application identified, it declines to make an order for the repayment of the application and hearing fee.

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.