



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

Case reference : **LON/00AZ/HMG/2025/0678**

Property : **92 Stainton Road, Hither Green,
London SE6 1AR**

Applicants : **Loic Laderriere**

Representative : **Mr James Cairns, Justice for Tenants**

Respondent : **Hannah Ekundayo Olatunde**

Representative : **In person**

Type of application : **Rent Repayment Order – ss 40,41,43 & 44
of the Housing and Planning Act 2016**

**Tribunal
member(s)** : **Judge Tagliavini
Mr A Lewicki**

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

Date of hearing : **16 June 2026**
Date of decision : **24 June 2026**

DECISION

The tribunal's decisions

- (1) The tribunal makes a rent repayment order in the sum of £7,370.55.
 - (2) The tribunal directs the respondent to reimburse the application and hearing fee in the sum of £330.
 - (3) The sums at (1) and (2) above are to be paid by the respondent to the applicant within 28 days of the date of this Decision.
-

The Application

1. This is an application made under s.41 of the Housing and Planning Act 2016 for the offence of having control of, or managing an unlicensed HMO, under Part 2 s.72(1) Housing Act 2004. The applicant seeks a Rent Repayment Order (RRO) the sum of £14,741.10 for the rent paid for the period between 01/07/2024 and 20/03/2025.

Background

2. The subject property is a two bedroomed house in a residential area. The property was situated within a selective licensing area as designated by the London Borough of Lewisham. The selective licensing scheme came into force on 1st July 2024 and will cease to have effect on 1st July 2029 (unless extended).
3. The Premises met the criteria to be licensed under the said designation.
4. The applicant was a joint tenant of the property with his partner pursuant to a Tenancy Agreement £1,700 per month exclusive of bills. for a term from and including 29 May 2023 to 28 May 2025 at a rent of The appropriate licence was not held during the relevant for which the RRO was claimed. However, the Respondent's application for a licence was made on 21st March 2025 and the alleged offence was no longer being omitted as of that date.

The Law

5. This application is being made under s.41 of the Housing and Planning Act 2016 for the offence of having control of, or managing, an unlicensed HMO, under Part 2 s.72(1) Housing Act 2004 which is an offence under s40(3) of the Housing and Planning Act 2016. 2. The Housing Act 2004 Part 2 s.72(1) states:

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

6. The Housing Act 2004 Part 2 s. 61(1) states:

(1) Every HMO to which this Part applies must be licensed under this Part unless—

(a) a temporary exemption notice is in force in relation to it under section 62, or

(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4.

7. Section 55 of the Housing Act 2004 states:

(1) This Part provides for HMOs to be licensed by local housing authorities where—

(a) they are HMOs to which this Part applies (see subsection (2)), and

(b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority—

(a) any HMO in the authority's district which falls within any prescribed description of HMO, and

(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation

The hearing

8. The applicant had requested the tribunal arrange an interpreter speaking French. Although this had been arranged the interpreter failed to attend the hearing. However, Mr Cairns informed the tribunal the applicant had sufficient English to understand proceedings and wished to proceed despite the absence of the interpreter.

9. The respondent accepted that the subject property had required a selective licence of which she had the control and management. The respondent also conceded the property had been unlicensed during the period for which the RRO was claimed and admitted she had committed the offence alleged. Although the respondent asserted, she no receives any prior direct notification of the designation before February 2025 from the Local Authority at a time she was suffering from significant health problems, she did not seek to rely on these factors as a defence of 'reasonable excuse'. Therefore, the tribunal went onto to consider the issue of the quantum of the RRO.

Quantum

10. In considering the amount of the RRO the tribunal had regard to the approach set out in ***Acheampong v Roman [2022] UKUT 239 (LC)*** in which the Upper Tribunal established a four-stage approach the Tribunal must adopt when assessing the amount of any order. The applicants submitted that this required the tribunal to:
- a. Ascertain the whole of the rent for the relevant period;*
 - b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal is expected to make an informed estimate where appropriate.*
 - c. Consider how serious this 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 compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That percentage of the total amount applied for is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:*
 - d. 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)**.*
11. Section 44 of the Housing and Planning Act 2016 states:

(1)Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2)The amount must relate to rent paid during the period mentioned in the table.(omitted)

(3)The amount that the landlord may be required to repay in respect of a period must not exceed—

(a)the rent paid in respect of that period, less

(b)any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4)In determining the amount the tribunal must, in particular, take into account—

(a)the conduct of the landlord and the tenant,

(b)the financial circumstances of the landlord, and

(c)whether the landlord has at any time been convicted of an offence to which this Chapter applies.

12. In determining the issue of quantum, the tribunal also had regard to ***Newell v Abbot [2024] UKUT 181 (LC)***. The applicant asserted he had experienced faced some issues or concerns during their occupation, including but not limited to the following:

The property had issues with dampness and mould. This problem was reported to the Respondent, and despite multiple reminders from the Applicant, it was never addressed before the Applicant moved out of the property, as mentioned in the witness statement.

13. The applicant asserted the respondent failed to respond to requests for repairs in a timely manner or at all. The applicant lived in the property with a small baby and asserted the failure to take action in relation to damp, mould and heating and hot water problems is particularly serious given the possible health consequences for infants as illustrated by recent newsworthy events and tragedies
14. The Tribunal is invited to infer that the condition provides no mitigation at all for the failure to obtain a licence. The issue of how to treat the impact of the medical condition on the Respondent's ability to pay an award will be addressed below. It is therefore submitted in sum for this section that the Respondent has not provided fulsome evidence as to their true financial circumstances.
15. At the hearing, Mr Cairns submitted that the tribunal should award 65% of the rent paid for the relevant period.
16. In addressing the issue of quantum, the respondent asserted that she:

- (i) had submitted a licence application on 21 March 2025 and paid the required fee.
 - (ii) There was no refusal to comply and no intention to avoid licensing.
 - (iii) The short delay beyond the 28-day period was attributable to illness.
 - (iv) No enforcement action, civil penalty, prosecution, improvement notice had been served on her by the Local Authority.
- 17. The respondent also submitted that this case falls at the lower end of seriousness because she:
 - (i) Was not deliberately evading licensing.
 - (ii) Was unaware of the requirement until February 2025.
 - (iii) Applied for a licence shortly after notification.
 - (iv) There was no enforcement history.
 - (v) There was no improvement notice.
 - (vi) The property was not found to be unsafe.
 - (vii) There was no exploitation of tenants.
 - (viii) Derived no windfall gain.
- 18. This case is distinguishable from *Newell v Abbott* [2024] UKUT 181, where there was no significant personal mitigation of the kind present here.
- 19. The respondent told the tribunal that:
 - (i) She is currently unemployed due to ongoing medical issues and have been unable to work for almost a year and is unsure when she might be able to return to work.
 - (ii) Has two young dependent children.

- (iii) Owns no other properties and is living with her sister in her sister's home.
 - (iv) The rent received during the relevant period was used primarily to service the mortgage and associated property costs.
 - (v) Any substantial award would cause significant hardship.
20. The respondent asserted that a RRO should be in the region of £1,000.

The tribunal's reasons

21. The tribunal considered this offence was not of the most serious in nature and considered this was demonstrated by the applicant's willingness to stay in the property for over 4 years. The tribunal found the applicant's evidence of the extent of and the respondent's non-responsiveness to complaints about disrepair to be exaggerated. In particular, the tribunal finds the extent of the mould pictured to be superficial and of a nature that could have been remedied by better ventilation of the windowless bathroom by the applicant with extended use of the automatic fan and a periodic wipe down of the surfaces.
22. The tribunal accepted the applicant's submission that there should be no deduction for utilities as these had not been included in the rent.
23. The tribunal also took into account that despite an inspection of the property by the Local Authority at the request of the applicant and not notified to the respondent, this was not followed by any enforcement action of any kind.
24. The tribunal accepted the respondent's evidence as to her curtailed financial circumstances and the fact that the respondent was a relatively experienced landlord, having been letting the subject property for over 10 years, although only had a portfolio of this property.
25. Therefore, taking into account all of the above, the tribunal considers that in the circumstances of this case an award of 50% of the sum claimed to be appropriate. i.e. £7,370.55.
26. The tribunal also directs the respondent to reimburse the application and hearing fee in the sum of £330.

27. The sums at paragraphs 25 and 26 are to be paid by the respondent to the applicant within 28 days of the date of this Decision.

Name: **Judge Tagliavini**

Date: 24 June 2026