



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

Case reference : **BIR/17UF/HMK/2025/0004**

Property : **Jasmine Cottage, Stoneyside, Youlgrave,
Bakewell DE45 1WH**

Applicants : **Jonathan Drury and Katie Owens**

Representative : **None**

Respondent : **Christopher Henderson**

Representative : **Edward Webb (counsel) instructed by
Lovedays, solicitors**

Type of applications : **Application for a rent repayment order
under section 41 of the Housing and
Planning Act 2016**

Tribunal member : **Judge C Goodall
Mrs K Bentley**

Date and place of hearing : **26 May 2026 by Video Hearing**

Date of decision : **29 June 2026**

DECISION

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Background

1. This application for a rent repayment order (“RRO”) (dated 29 January 2025) is made by the Applicants in respect of their assured shorthold tenancy of the Property between 6 January 2024 (the date of commencement) and 6 January 2025 (the date the Applicants left).
2. Directions were made by the Tribunal in May 2025 requiring each party to provide a statement of case. Both did so, attaching relevant appendices to their statements. The case came on for hearing before the Tribunal on 26 May 2026.
3. The Applicants both attended by video. They were not represented. They were in the same room and on the same camera as each other. After confirming the documentary basis for their case, the Tribunal Chair explained that their documentary case would be treated as their evidence and invited the Respondent’s counsel to cross-examine them. Rather than give replies consecutively, they both contributed to the replies they gave to Mr Webb’s questions.
4. At the end of the hearing, following a submission that there was no case to answer by Mr Webb, the Tribunal indicated to the parties that the application for a RRO was refused and confirmed that written reasons would be provided for this decision. These are the written reasons.

The basis for the application

5. An application for a RRO can only be granted if the Applicants can prove, beyond reasonable doubt, that the Respondent has committed one (or more) of the offences listed in section 40 of the Housing and Planning Act 2016. In their application form, the Applicants allege unlawful eviction and harassment. It was common ground at the hearing that the allegation that formed the basis of the application was that the Respondent has committed one or more of the offences under sections 1(2), 1(3), or 1(3A) of the Protection from Eviction Act 1977 (“the 1977 Act”).
6. The wording of these three offences is:

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

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

(a) to give up the occupation of the premises or any part thereof; or

(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

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

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

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

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

7. The acts of which the Applicants complained which formed the basis of their case (taken from their application form and expanded statement of reasons) were:

- a. Failure to address concerns about a faulty gas fire;
- b. Failure to address concerns about broken windows;
- c. Failure to address concerns about rats in the attic;
- d. Failure to address concerns about incorrect installation of a shower;
- e. Failure to address concerns about an electric oven failure;
- f. Retracting responsibility for shed use after charging for use of the shed;
- g. Using threatening language;
- h. Failure to provide documents, including an Energy Performance Certificate (“EPC”) and an Electrical Installation Condition Report (“EICR”);
- i. Providing an invalid Gas Safety Inspection Report;

- j. Failing to comply with the statutory requirement to give 24 hours' notice of inspections.
- 8. The Applicants did not rely exclusively on any single issue listed above; their case was that an offence was made out by cumulation of difficulties that dealing with these points caused, resulting in them feeling unsafe in the Property, and causing them stress and ill-health.

The Evidence

- 9. There was no agreed hearing bundle for this case. We therefore identify the key documents considered, being:
 - a. The application form dated 29 January 2025;
 - b. A copy of the tenancy agreement dated 6 January 2024;
 - c. Bank statements evidencing the payment of rent;
 - d. The Applicants expanded bundle of Documents running to 37 pages (excluding evidence of rental payments) and containing a Statement of Case with key documents embedded;
 - e. 4 pages of medical records supplied by the Applicants;
 - f. The Respondent's bundle of Documents running to 107 pages, and including:
 - i. transcripts of WhatsApp conversations between the parties between 17 November 2023 and 3 January 2025 (inclusive);
 - ii. A transcript of a face to face conversation between the parties on 21 December 2024;
 - iii. A transcript of a further face to face conversation between the parties on 30 December 2024.
- 10. A flurry of activity in the immediate days before the hearing resulted in the Applicants applying to admit further documentary evidence at the hearing. The Respondent did not object as long as he was permitted to rely on a short further statement that had been prepared on his behalf. The Tribunal permitted all the additional written material, comprising:
 - a. A document called "Rebuttal & Condensed Summary produced by the Applicants and dated 13 May 2026;
 - b. A document called "Supplementary Evidence Submission" produced by the Applicants and dated 17 May 2026;

- c. Transcript of a face to face conversation between the parties at around lunchtime on 30 December 2024 provided by the Applicants;
 - d. The Respondents Second Witness Statement dated 22 May 2026.
11. Certain key facts are not disputed which we will identify at this point to provide context to the identification of the key evidence on disputed facts later in this decision.
 12. Prior to the commencement of the Applicants' tenancy of Jasmine Cottage, they had rented the Respondents adjoining Airbnb property known as Penny Pint. Jasmine Cottage is next door to the Respondents own accommodation, so at the beginning of the tenancy, the parties knew each other and entered into the tenancy in the knowledge that they would be neighbours.
 13. The Applicants were living at Penny Pint by around 17 November 2023. They and the Respondent exchanged a number of WhatsApp messages concerning the practicalities of their renting arrangements on a friendly basis. The Applicants left Penny Pint a few days before they moved into Jasmine Cottage.
 14. The tenancy of Jasmine Cottage started on 6 January 2024 and ended on 5 January 2025. The rent was £900.00 per month. The tenancy was for an initial term of 6 months. The premises were simply described as "Jasmine Cottage" with no more detailed description. It was let furnished. The Applicants were responsible for utility costs. A deposit of £900.00 was paid. The Applicants say the tenancy agreement was signed on or about 6 January 2024.
 15. We now review the Applicants evidence. Our account which follows represents our findings of fact, following cross-examination of the Applicants.
 16. We give the evidence in chronological order so far as we can ascertain it. The Applicants concerns related to incidents and events throughout the year during which they were in occupation. Some concerns were ongoing throughout the period of the tenancy.
 17. At a very early point during the tenancy, the Applicants made a written request (in an email dated 8 January 2024) to be supplied with an EPC and a Gas Safety Check Report. They raised a number of additional practical issues, such as insurance arrangements and what notice to terminate the tenancy (suggesting 2 or 3 months) would be required and what notice to enter to inspect for repairs should be given (suggesting 24 hours). They enquired about responsibility for repairs etc, including responsibility for windows.

18. The Respondent replied on 11 January 2024. He sent a copy of his Gas Safety Check Report, dated 17 December 2023, and expiring on 17 December 2024. He stated that he did not have an EPC yet, but he would arrange one. He said that he was aware that a couple of double glazing panels had blown and he would look for replacements this summer. He was happy with the suggestions for notice periods for inspection and termination but on notice of inspection said that as he lived next door, he suggested the easiest arrangement would be to simply chat and agree times.
19. The Applicants case is that the tenancy clause concerning notice to inspect (clause 4(g)) is an unfair clause as it does not refer to a legal minimum notice period of 24 hours; it simply provides for access at reasonable hours in the daytime.
20. On 8 February 2024, the Applicants reported to the Respondent that the gas fire was acting strangely. They say this report was ignored.
21. The Applicants say they sometimes noticed a faint smell of smoke in the air. No dates or frequency were provided.
22. The Applicants complain that at some time in the summer of 2024, the Respondent appeared at their open lounge window and asked Mr Drury to move his car. Mr Drury was furious as he felt this was a gross invasion of his privacy. This created something of an atmosphere for which he later apologised. His case is that the Respondent did not “get” the impact of his behaviour. He also stated that the Respondent made rude remarks about women which made him uncomfortable.
23. Other incidents in the summer of 2024 were:
 - a. The Respondent with his family and friends were often outside the Applicants’ house;
 - b. The Respondent installed a new electric shower, but the knobs were installed incorrectly;
 - c. The Applicants’ informed the Respondent there were rats in the attic, but this complaint was not properly addressed;
 - d. The plug on an extension cable provided by the Respondent burnt out and was not replaced.
24. In or around September 2024, the Applicants had cause to complain about a washing machine / tumble dryer because it was said that it had no vent pipe. The Respondent replied to the message in which this issue was raised by explaining that the machine had belonged to his son and he was not aware that it had a tumble dryer function. The Respondent did not

accept that the machine in fact needed a vent pipe as it should vent through the washing machine extract pipe.

25. On 6 December 2024, the Applicants reported that the heating system was making strange noises. The Respondent asked his plumber, Martin, to investigate. It is not clear whether he did so, but there is a message from Mr Drury to the Respondent dated 9 December 2024 in which the heating noises are not mentioned.
26. It is probable that Martin did attend, because the 9 December 2024 message is from Mr Drury asking whether Martin was “coming back to clean the fire”. Two hours after that message, Mr Drury reported that the fire had packed in altogether. Efforts were made to arrange for Martin to return on 14 December 2024. He did not attend that day but eventually did so a day or so later.
27. On that occasion, Martin removed a black rolled up towel from the air vent in the lounge. He then blew under the gas fire releasing a cloud of dust which appeared to make him quite ill.
28. The current gas safety check certificate expired on 17 December 2024. There were discussions between the Applicants and the Respondent concerning arrangements for the annual check. It is not clear whether the Applicants were pushing the Respondent to arrange for it, but that is quite likely to have been so. But on or around 19 December 2024, the Applicants discovered that Martin was not a currently certified gas engineer and so not qualified to carry out gas safety checks. They reported Martin to the Health and Safety Executive and informed the Respondent on or around that date.
29. There is evidence that the Respondent informed the Applicants that he was trying to find an alternative gas safety engineer to carry out the annual check instead of Martin, but that he had not been able to source one who could attend immediately, but by 20 December 2024 he had sourced an engineer who might be able to carry out the work on a mutually agreed date.
30. The Applicants were so concerned about the check that they arranged their own. Their plumber attended the Property on 21 December 2024 to carry out the check. That was satisfactory, but their engineer condemned the gas fire in the lounge as it was leaking fumes and sealed it off. The boiler check itself and check of the gas hobs was satisfactory, and a new certificate was issued. The Respondent refunded the Applicants the cost of the check.
31. The Applicants case is that the concerns about the gas fire and the fact that the gas safety certificate had been issued by an unregistered gas engineer caused them significant distress such that they did not feel safe in the house. At this point (21 December 2024), Mr Drury and the Respondent

had a discussion which was recorded. In that conversation, the Respondent made the following comments:

“Resp: If my neighbours happened to be tenants as well as neighbours ... that relationship should be friends and neighbours not tenants. The perfect world is friends and neighbours not tenants.

...

Mr Drury: All I wanted was to have some formality in our relationship that's all

Resp: I think it's the formalities and technicalities which I feel are the stumbling blocks

...

We mustn't fall out because if we do fallout, it would be the situation which I am 100% trying to avoid

I don't want to be walking on eggshells in my own home or area

We've just got to be looking out for each other

I want the management to be really easy

I do wonder how other people do it

We both have the right to end the agreement.”

32. The Applicants regarded these comments as veiled threats.
33. Whilst the Applicants case is that certain parts of that discussion confirmed that the Respondent was being threatening, on 22 December 2024, they said in their statement that “we think it’s now safe here, at least gas-wise, and feel somewhat relieved.”
34. The Respondent also emailed the Applicants on 22 December 2024 about the gas fire and said:

‘As agreed yesterday I will see if the fire can be reasonably repaired and re certified. To do this I would want to use a local recommended plumber who has valid and current credentials. Given that is now the Christmas period I can't say when this will be. My first step will be to reconnect with the person who offered his services 2 days ago to find out his availability, ask him about his credentials, and get an estimate. I will message him today. No promises on timing.’

35. In fact, the Respondent contacted the Applicants the following day (23 December) to ask if he could come round immediately with a different plumber. The Applicants refused to allow this as Ms Owens was getting ready to go away for Christmas. This is one of the occasions where the Applicants felt they needed the 24 hour notice of visits. Mr Drury's evidence is that he had a miserable Christmas because he felt harassed, manipulated and blamed by the Respondent.
36. Ms Owens returned on 29 December 2024. In the morning of the following day (30 December 2024), the Applicants sent the Respondent an email that is an important document in this case. The text is:

'Morning Chris

More for the new 6 month tenancy agreement please.

We'd like the following amendments and additions:

- new rent £1000 per calendar month
- one month notice for both parties
- garden area specified / itemised
- garden maintenance specified
- shed itemised and its electricity supply
- smoke and CO2 alarms specified
- 6(3) add flood and whatever other things would make it uninhabitable

Hope these help. If you e-mail it we can print, sign and send back before Jan 6th

Also please:

- confirm all furnishings meet fire regs
- supply a copy of the electrical safety certificate

We understand the gas fire is being repaired and re-commissioned, please can you tell us when the central heating thermostat and new double glazing units will be fitted? Also it would be useful for someone to come and put the shower controls on the right way.

Oh, more thing we notice you gave Martin ... and others our phone numbers - please don't supply our private details to anyone else in future without asking us first.

Best regards

Johnny and Katie'

37. The Applicants case is that this email made the Respondent angry. He visited the Applicants and asked to discuss the email, saying “This isn’t working for me”. Mr Drury recorded this conversation.
38. The transcript suggests that the Respondent is very anxious to talk to the Applicants. He said he was uptight. He needed to talk because he “can’t work things out”. He said, “It’s not working for me this, Jonny”. The language is entirely controlled with no hint of aggression. The parties agreed to talk at 6pm that evening.
39. The parties did meet that evening at the Applicants house. Again, the conversation was recorded by the Applicants. In their statement, the Applicants put it this way:

‘CH and his adult daughter Talita come round to evict us’.

40. Mr Drury timed the conversation at 37 minutes. The transcript contains no aggressive or bad language and appears to be conducted in a reasonably calm manner, even though the subject matter of the conversation is difficult for all parties. Essentially, the Respondent stated early in the conversation that:

“And I think the bottom line is this, I don’t think this is working for me, ... letting this cottage. That’s the thing. I don’t think it is working for me. ... I don’t think I can be the type of landlord you want, you know. And when I read the email, and I started going through all the things, and then I thought all the things, I thought, gosh! I’m going to be walking on eggshells all day.”

41. So, in essence, the Respondent informed the Applicants that he wanted to end their tenancy. There is a good deal of personal reflection in the conversation and acceptance on the part of the Applicants that they understand the Respondents decision, and that the relationship wasn’t working well for them either.
42. Towards the end of the conversation, discussion turned to what notice period the Applicants would accept. The Respondent was very relaxed and was not insisting on an early termination, indicating that a two month notice period would be fine for him, to which Mr Drury agreed. The parties ended the conversation on friendly terms.
43. The following day (31 December 2024), the Respondent emailed the Applicants to confirm that he wished to end their tenancy. The key text was:

“As agreed in conversation yesterday evening, I am writing to confirm that I am not in a position to offer you a new tenancy agreement and therefore regretfully need to give you notice. Also to confirm the two months notice period as discussed yesterday and in line with our existing agreement.

This gives you more time than the one month proposed in your e-mail to me should you need it. Also as discussed, if you want to leave before the two months or up, that is fine and we can settle the rent due based on a pro-rata calculation of the rent in the existing agreement - £900 per month. We should use today's date for the start of the notice period or pro rata calculation should it be needed.”

44. The Applicants packed their belongings and moved out on 6 January 2025.
45. Their case is that the acts recounted in this narrative prove beyond reasonable doubt that the Respondent committed an offence of harassment / unlawful eviction. They rely upon feeling unsafe in the Property caused by the lack of an EPC, the existence of a gas safety certificate certified by an unregistered contractor, and the danger of the gas fire in the lounge. So far as harassment is concerned, they rely upon failure to provide statutory notice for visits from the Respondent which they claim were far too frequent and caused them stress, and the failure to deal with the problems that arose during the tenancy, such as rats in the attic, shower knobs on the wrong way round etc.
46. During cross-examination by Mr Webb, the Applicants agreed that:
 - a. there had been cordial times during the tenancy when the parties would socialise, share a glass of wine, exchange holiday photo snaps, or lend or borrow items;
 - b. the Respondent had carried out a number of repairs, such as installing a new shower;
 - c. in relation to the issue of rats in the ceiling, that WhatsApp's exchanges in January 2024 confirmed that the issue had been discussed and Mr Drury had confirmed that he was happy to leave the question of how to deal with the rats for a week as “we might tolerate them”, and that the issue had not been raised subsequently;
 - d. the Respondent had asked Martin to do the annual gas safety check on 7 December 2024, some 10 days before it expired;
 - e. the concerns the Applicants had regarding the gas fire were not raised until 9 December 2024;
 - f. the Applicants accepted the Respondent was trying to source a plumber on 19 December 2024;
 - g. the Applicants did not feel unsafe in the property once the gas fire was capped off;

- h. the Respondent did not at any point force his way into the Property against the Applicants will. They always permitted him entry even if they inwardly felt reluctant to do so.
- 47. At the conclusion of the Applicants evidence, Mr Webb made a submission that there was no case for the Respondent to answer. The submission was based on the following:
 - a. Mr Webb reminded the Tribunal of the legal tests in the Protection from Eviction Act that the Applicants had to establish beyond reasonable doubt. He suggested that an offence under section 1(2) was plainly not committed by the Respondent as there had been no unlawful deprivation of the property. The Applicants had to establish, if relying on s1(3) or 1(3A) that the Respondent had either intended to evict the Applicants or that he knew his acts would be likely to cause them to leave.
 - b. All the evidence led to the conclusion that the Respondent wished the Applicants to stay, not leave. There was no substance to the suggestions that the Respondent committed any acts which were designed to force the Applicants to leave.
 - c. Of the acts complained of, the evidence on the allegation of failing to give adequate notice of inspections was that the Respondent never forced his way into the Applicants property. All attendances in their property were consented to by the Applicants. The incident in the summer when the Respondent appeared at the window and asked for the Applicants car to be moved was nothing to do with the landlord and tenant relationship and was the only feasible action that could be taken if a car was blocking access.
 - d. It is true that there was no EICR, but failure to provide it could not be categorised as an action likely to cause the Applicants to leave.
 - e. When it transpired that the Respondent's plumber was not qualified to carry out the gas safety check, the Respondent made real efforts to find an alternative plumber, and did in fact do so, but the Applicants had by that time found a plumber themselves. The Respondent's actions could not be classified as actions which the Tribunal could classify as actions the Respondent knew would be likely to cause the Applicants to leave.
 - f. In the 21 December 2024 conversation, it was apparent that far from the Respondent seeking to evict the Applicants, he clearly wanted them to stay. Indeed, all communications right up to the 30 December 2024 indicated that the Respondent had no desire for the Applicants to leave. By their email of 30 December 2024, the Applicants appeared content to continue to live at the

property and wanted a new tenancy. Discussions were entirely amicable.

- g. The evidence is that the Applicants elected to leave of their own free will when it became apparent that the Respondent did not wish to renew the tenancy. The burden of proof of an offence lies with the Applicants and they had not met that burden. The application for a rent repayment order should be dismissed.

48. After consideration, the Tribunal informed the parties that it agreed that no offence under the 1977 Act had been proved and the application for a rent repayment order was dismissed. Written reasons would be issued.

Reasons

49. We consider each of the alleged acts that the Applicants allege demonstrate the commission of an offence under the 1977 Act in turn.

Faulty Gas Fire

50. We agree that there were reasonable concerns that the gas fire was faulty. The evidence is that the Respondent was making reasonable efforts to repair or replace it by 22 December 2024. None of his actions in this respect appear to us to be actions which he intended or knew would result in the Applicants leaving the property. There is a simple solution to feeling unsafe in a property with an unsafe fire, which is to turn it off.

EPC and EICR documentation

51. Failure to supply these documents was admitted by the Respondent. There are legal consequences, including the inability of the Respondent to serve a section 21 Notice ending the tenancy. However, the Applicants have not proved beyond reasonable doubt that the failure to provide them was intended to be an act leading the Applicants to give up occupation, or an act which the Respondent knew would be likely to result in that outcome. The default in the provision of the documents was in existence right from the start of the tenancy and did not result in any comments by the Applicants to suggest that they would have to leave as a result.

Broken windows

52. This complaint relates to the blown double-glazing units, rather than broken glass. The problem was brought to the Applicants attention by the Respondent at the beginning of the tenancy and was not chased by them during it. The Tribunal does not believe it is credible that the failure to replace the units is an act of a type that supports the commission of an offence under the 1977 Act.

Rats in the attic

53. This issue was drawn to the Respondents attention in January 2024, though in their statement, the Applicants list the problem as occurring in the summer of 2024. The WhatsApp exchanges between the parties suggest that the issue was discussed in January which we accept. The Applicants did not complain subsequently. We do not accept that even if the rats were intolerable (and in fact the Applicants said that they would be able to tolerate them), that can hardly be an act justifying the finding an offence was committed under the 1977 Act.

Shower installation

54. The Respondent replaced the shower but apparently the knobs were incorrectly installed. This is a very minor complaint. There was no suggestion that the shower was inoperable as a result. This issue cannot in our view be regarded as an act falling within the requirements of the 1977 Act.

Electric oven failure

55. This concern was mentioned in the Applicants application form where they said that the oven had failed. They say their complaint was initially met with denial, but the oven was then installed correctly. The complaint was not repeated in the Applicants expanded reasons. Our view is that there is no evidence before us that would entitle us to find that whatever deficiency existed in the installation, there is no evidence that failure to install it correctly was an act likely to lead to the Applicants vacating the property.

Shed use

56. This concern is another that was raised in the Applicants' application form but not developed in their expanded statement. It appears that the Respondent did not consider that the original tenancy agreement granted the right to use the shed in the garden, but Mr Drury was keen to be allowed to do so for his work. The parties therefore came to an agreement that for an additional £60 per month, he could do so.
57. The evidence we heard on this issue was very limited. It is insufficient for us to be able to conclude that if the use of the shed was at some point withdrawn (which is the inference from the way the issue is described in the application form), that act of withdrawal was evidence of an offence falling within the 1977 Act.

Threatening language

58. The only evidence the Applicants presented concerning threatening language is their allegation that the selected texts they referred to above

from their conversation on 21 December 2024 amounted to veiled threats to evict them.

59. We simply cannot read these extracts as threats. In our view they are nothing more than mildly expressed reflections on the fact that being a landlord is sometimes difficult.

Gas Safety Inspection Report

60. There is no doubt that the Applicants took the discovery that Martin was not a certified gas engineer extremely badly. But there is no evidence that the Respondent was aware of Martin's lack of certification until the Applicants brought it to his attention, and there is evidence that when it was discovered he took action to find an alternative engineer, and had indeed done so by 20 December 2024, though the alternative engineer was not available to attend immediately. The fact is that the Applicants moved faster so the Respondents engineer was not needed.
61. We do not agree that the Respondent's failure to arrange a gas safety inspection by the expiry date of the current certificate was an act which he knew or intended would cause the Applicants to leave the property.

Notice of Inspections

62. The evidence we considered leads us to find that there was in fact never any occasion when the Respondent entered the property without the consent of the Applicants. There is evidence that on one occasion they refused access as it was not convenient.
63. In our view, the Applicants have slightly misunderstood the legal right on which they base this allegation. The landlord has a right under section 16 of the Housing Act to carry out repairs on giving reasonable notice. Unless it is an emergency, it is generally accepted that reasonable notice is at least 24 hours' notice. The landlord also has an implied right (section 11(6) Landlord and Tenant Act 1985) to inspect in order to view the state and condition of the premises on giving 24 hours' notice.
64. Apart from these provisions, the landlord has no right to enter the interior of the tenant's property at all without consent. He does have a licence to go to the house and seek consensual access – for example ringing the doorbell or attracting the attention of the occupants if he can see they are present.
65. Our view is that bearing in mind the proximity of the parties two houses and the regular social interaction they enjoyed, no breach of the Applicants rights took place whilst they were living at the property and so any complaint of this nature cannot support the existence of an offence under the 1977 Act.

Conclusion

66. At least at the time the Applicants left the property, a landlord was lawfully entitled to bring any residential tenancy agreement to an end without cause, even if the tenants had not breached any provision of it, once the contractual term ended, by serving a section 21 Notice under the Housing Act 1988.
67. In this case, neither of the parties appeared to have taken proper advice and in fact:
 - a. Quite apart from the fact that the Respondent did not serve a section 21 Notice, even if he had, he would not have been able to rely on it because there was no EPC in place. His email of 31 December 2024 purporting to give notice would not have obliged the Applicants to leave;
 - b. The Applicants were fully entitled to simply stay in the property whether before or after 6 January 2025 as it was already a monthly statutory tenancy under section 5 of the Housing Act 1988 in any event, the contractual term having expired on 5 July 2024. There was simply no reason in law for them to leave.
68. What has happened though, is that in the minds of the Applicants, they simply did not want to live at the property anymore. They didn't get on with the neighbours, and the tensions in the relationship were exacerbated by the fact that the neighbour was their landlord. They might have developed significant fears for their safety, but our view is that if so, those views were misplaced and were not caused by the Respondents actions. They therefore chose to leave, which as the Respondent's counsel put it, we consider was a mutual termination or surrender of the tenancy.
69. Our view is that none of the complaints the Applicants had about the Respondent came anywhere close to the threshold required to establish that he had committed any offences under section 1 of the 1977 Act.

Determination

70. For the reasons given, the application for a rent repayment order is dismissed.

Costs

71. The Respondent applied for an order for costs from the Applicants in his Statement of Case. If he intends to pursue the application, he must provide a Statement of Case to the Tribunal and the Applicants within 28 days of this Decision. The submission should identify the legal basis for the costs application and set out what acts are alleged to be unreasonable acts in the bringing of or the conduct of the application, by reference to the guidance set out in *Willow Court Management Company (1985) Ltd v Ratna*

[2016] UKUT 0290 (LC). It should also specify the costs claimed (in Form N260).

72. The Applicants may then provide a Statement of Case to the Tribunal and the Respondent explaining the reasons why the Tribunal should not make a costs order within 28 days of their receipt of the Respondent's statement.
73. Unless either party asks for an oral hearing, the Tribunal will then determine the costs application on consideration of the submissions made and will notify the parties in due course of our determination.

Appeal

74. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall
First-tier Tribunal (Property Chamber)