



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

Case reference : **LON/00AZ/HMF/2025/0928**

Property : **49b Jerningham Road, London SE14
5NQ**

Applicant : **Liberty Rowley**

Representative : **None**

Respondent : **Luther Roberts**

Representative : **None**

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

Tribunal : **Judge Timothy Cowen
Mr John Stead BSc (Hons) MSc (H-W)**

Date of hearing : **24 June 2026**

Date of decision : **25 June 2026**

ORDER AND SUBSTANTIVE DECISION

The Tribunal orders that:

The Respondent is required to make a rent repayment order to the Applicant in the sum of £1,440.00.

REASONS FOR ORDER

The Property

1. The Property (“Flat B”) is the ground floor flat in 49 Jerningham Road (“the Building”). There are four flats in the Building as follows:

Flat A	1 bedroom	Basement
Flat B	3 bedrooms	Ground floor
Flat C	1 bedroom	1 st floor
Flat D	3 bedroom maisonette	1 st and 2 nd floors

The Application

2. Section 41 of the Housing and Planning Act 2016 allows a tenant to apply to this Tribunal for a rent repayment order against a person who has committed a relevant offence. The relevant offences are listed in section 40.
3. The Tribunal received from the Applicant on 13 August 2025 an application under section 41 for a rent repayment order (“RRO”). The Applicant alleges that the Respondent committed an offence under section 72 of the Housing Act 2004, namely that he was managing or controlling an unlicensed house in multiple occupation (“HMO”) that was required to be licensed. That is one of the offences listed in section 40.
4. In this application, the Applicant makes the following assertions all of which she needs to prove as elements of the offence which she is alleging:
 - a. The Respondent is the freeholder of the Building.
 - b. The Applicant and Respondent reached an unwritten agreement for the Applicant to occupy Flat B
 - c. The Applicant moved into Flat B on 7 June 2025 and occupied it until she moved out shortly after 27 July 2025.
 - d. The Applicant occupied Flat B as her only or main residence
 - e. The Applicant shared Flat B with two other occupants, each of whom was also occupying Flat B as their only or main residence. The other occupants were not related to the Applicant.

- f. The Applicant paid the following amounts by way of rent in relation to occupation for the period from 7 June 2025 to 7 August 2025 (“the Period”):

Date	Amount (£)
7 May 2025	100
7 June 2025	800
7 July 2025	900

The first payment of £100 was a partial payment of the first month’s rent. It was paid in advance by way of holding deposit.

- g. During the Period, Flat B was an HMO which was required to be licensed.
- h. Flat B did not have an HMO licence during the Period.
- i. The Respondent had control and/or was managing Flat B during that period.
5. The claim is for the total sum of **£1,800**, being the total paid by the Applicant in respect of her occupation at **£900** per month for the Period.

The Hearing

6. A hybrid hearing took place at 10 Alfred Place, London WC1E 7LR. The Applicant, who was representing herself, attended in person. The Respondent, who was also representing himself, appeared by remote link. No additional witnesses were called by either of the parties.
7. As is common and understandable in cases like this, there was a lot of contentious evidence on both sides about what had happened during and around the Period of the Applicant’s occupation of Flat B. In this decision, we will refer only to those matters which are relevant to the decision we need to make. We are not deciding anything about the matters which are not relevant to our decision.

Whether the Offence was Committed

8. In order to consider whether to make an RRO, the Tribunal must be satisfied beyond reasonable doubt that the offence alleged was committed.

The Respondent’s Defence

9. At the hearing, the Respondent admitted most of the relevant facts asserted by the Applicant. In particular, he admitted that:

- a. He is (and was at the relevant time) the freeholder of the Building. We saw Office Copy Entries from HM Land Registry which showed that was the case.
 - b. He and the Applicant reached an unwritten agreement for the Applicant to occupy Flat B at a monthly rent of £900
 - c. The Applicant moved into Flat B on 7 June 2025 and occupied it, as her only or main residence, until she moved out shortly after 27 July 2025.
 - d. The Applicant occupied Flat B as her only or main residence.
 - e. The Applicant was sharing Flat B with a woman named “Katerina¹” for the length of the Period.
 - f. He received from the Applicant the rent set out above for the Period. We have also seen extracts from the Applicant’s bank statements which show the same payments.
 - g. He did not have an HMO licence for Flat B during the Period.
10. The matters admitted by the Respondent are facts which we find as proved beyond reasonable doubt.
11. The Respondent does not however admit that he committed the alleged offence, because the facts he has admitted do not amount to an offence by themselves. The Respondent’s defence can be summarised as follows:
- a. He denies that, during the Period, Flat B was an HMO.
 - b. As a result, he denies that he needed an HMO licence during the Period; and
 - c. Therefore he denies that the alleged offence was committed.
12. Underlying the Respondent’s defence is a factual dispute about who was occupying Flat B with the Applicant during the Period and what was the status of any other occupiers.

HMO Definition

13. In order to explore this factual dispute, it is first necessary to set out the relevant parts of the definition of an HMO. The starting point is the “standard test” in section 254(2) of the Housing Act 2004 which says:
- “A building or a part of a building meets the standard test if–
- (a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
 - (b) the living accommodation is occupied by persons who do not form a single household (see section 258);

¹ Her surname was not known by the Applicant and was not mentioned by the Respondent. Because it is common ground that she occupied as a tenant for the whole of the Period, it is not relevant that we do not know Katerina’s surname

- (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
 - (d) their occupation of the living accommodation constitutes the only use of that accommodation;
 - (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and
 - (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.”
14. Section 254(3) (“the self-contained test”) applies all of the above to a self-contained flat.
 15. It is admitted by the Respondent that Flat B was occupied by **two** persons who did not form a single household (namely the Applicant and Katerina). But as a result of paragraph 7 of Schedule 14 to the 2004 Act, a part of a building occupied by only 2 people is not an HMO.
 16. The Applicant therefore needs to prove that Flat B was occupied by **more than 2** people during the Period in order to prove that Flat B was an HMO during the Period.

Requirement for HMO licence

17. Not every HMO in England occupied by more than two people is required to be licensed. It varies between different local authorities. The Building is in the London Borough of Lewisham. On 29 October 2021, the London Borough of Lewisham issued a Public Notice designating the whole of the Borough as an area for additional HMO licensing under section 56 of the 2004 Act. The designation is in effect from 5 April 2022 until 4 April 2027 and applies to all HMOs which meet the standard test and the self-contained flat test in section 254 of the 2004 Act. It further states that:

“every HMO in the area specified in paragraph 4 [namely the whole of the Borough] that is occupied under a tenancy or licence shall be required to be licensed under section 61 of the Act.”
18. If Flat B did contain three tenants during the Period, as alleged by the Applicant, then Flat B would have been an HMO which required a licence during the Period.
19. The question whether there was an offence therefore turns on the following single question of fact:

- Did the Applicant share Flat B with 2 other tenants during the period?
20. The Applicant needs to prove beyond reasonable doubt that she did. The Respondent admits that Katerina was sharing Flat B with the Applicant for the whole of the Period. The Applicant therefore needs to prove that there was a third person.
 21. Her case is that Ms Palak Garg occupied Flat B with the Applicant and Katerina throughout the Period. She gave clear and consistent oral evidence of that. The Applicant said that Palak Garg's bedroom overlooked the shared garden of the Building and immediately outside her window there was a shared patio containing outdoor table and chairs. She gave oral evidence about living in Flat B with Palak Garg, sharing the common facilities (bathroom, kitchen, living area etc) with her and discussing how to share out the cleaning duties. She described that Palak Garg expressed upset at the fact that Respondent would frequently sit on the patio furniture outside Palak Garg's bedroom window, several evenings a week.

The Respondent's case

22. The Respondent's evidence was that Palak Garg did occupy Flat B, but only for a brief period in the following circumstances. The Respondent said that Palak Garg was in fact the tenant of Flat D (the 1st and 2nd floor maisonette in the Building). After moving into Flat D, Palak Garg discovered a damp or water ingress problem in her room in Flat D. While the problem in Flat D was being resolved, she temporarily moved into Flat B for 13 days.
23. The legal significance of this would be as follows. One of the elements of the standard test in the HMO definition (see above) is that "the living accommodation is occupied by those persons **as their only or main residence**" (emphasis added). If Palak Garg was occupying Flat B only as a temporary measure while her actual main residence was being repaired, then she was not occupying Flat B as her only or main residence. That would mean that, even during the 13 days that Palak Garg was occupying Flat B, it would not have been an HMO.
24. In support of his case, the Respondent produced three documents:
 - An unsigned undated witness statement for himself
 - A document which purported to be a witness statement from Palak Garg dated 3 May 2026 and which was docusigned with the name "Palak Garg". We will deal with the nature of that document in more detail below. But in the meantime, we will refer to it as "Palak Garg's witness statement" for convenience.
 - An undated tenancy agreement of Flat D between the Respondent and Palak Garg also purporting to have been docusigned by Palak Garg.
25. The Respondent's evidence was that Palak Garg moved into Flat B for 13 days: namely from 5 June 2025 (2 days before the Applicant moved in)

until 17 June 2025. This was based partly on Palak Garg's witness statement. Palak Garg herself did not attend to be cross examined on the statement. The Respondent's evidence was that Palak Garg moved out of Flat B on 17 June 2025.

26. The Applicant produced a bundle containing the office copy entries and bank statements we have mentioned above. It also contained several contemporaneous emails and whatsapp messages upon which she relied.
27. The Tribunal considered all this documentary evidence together with the parties' oral evidence at the hearing and their submissions in addressing the following questions.

Did Palak Garg move out of Flat B on 17 June 2025?

28. The Applicant's oral evidence was that she did not. The Respondent's oral evidence was that she did. Palak Garg's witness statement said that she did. But Palak Garg did not attend the hearing.
29. The Applicant referred us to a number of documents in support of her case. The first is an email from the Respondent to the Applicant dated 3 July 2025, more than two weeks after Palak Garg is alleged to have left Flat B. It says:

“Dear Liberty,

There seems to be some misunderstanding you are Not in a property that is rented solely by yourself, as you are aware of the other persons at the property that where living there before you arrived and will be there (maybe not the same people) once you eventually leave...”

30. This email is part of an exchange of emails between the Applicant and the Respondent between 2 and 4 July which refer to the Applicant having more than one flatmate. Two of the emails are copied in to Palak Garg's email address.
31. The Applicant invites us to infer from these emails that:
 - a. There were still three occupiers of Flat B after 17 June 2025
 - b. Palak Garg was one of the three occupiers
 - c. The Respondent knew that there were three occupiers and stated his intention to continue letting Flat B to three individuals in the future - in other words by replacing any occupier who moves out.
 - d. The Respondent's case that Palak Garg moved out on 17 June 2025 cannot be true.
32. The Respondent's reaction to these emails was to continue to insist that Palak Garg had moved out on 17 June 2025. He said that that did not prevent her being copied into emails after that date.

33. The second exchange of emails which the Applicant relied upon was between 11 July and 24 July 2025 and concerned “The moving of garden furniture”. The background to this correspondence was that the occupiers of Flat B (concerned about the patio furniture overlooking one of their bedrooms) had moved the furniture away from the bedroom window. The correspondence between 11 July and 24 July is mainly between the Applicant and the Respondent. The Applicant refers repeatedly to the ground floor bedroom overlooking the patio as belonging to Palak Garg. Palak Garg’s email address is copied into many of those emails as well.
34. Part of that exchange is an email dated 24 July 2025 at 12:18pm (over a month after Palak Garg is alleged to have moved out of Flat B) in which the Respondent wrote to the Applicant:
- “Thank you for your concerns, as of the 24 July 2025 the garden patio furniture will be removed from the **patio area** until further notice as there is a concern about unwanted guests being in front of **palak’s room**.” (our emphasis added)
35. We have in mind that Flat D (to which Palak Garg is alleged to have moved over a month earlier) is a 1st and 2nd floor maisonette. The patio is on the ground floor. There is no patio on the 1st or 2nd floors of the Building.
36. Then at 12:57pm on 24 July 2025, there is an email from Palak Garg’s email account to the Respondent. It says:
- “Hi, I believe that **the garden furniture can stay outside my room** as it has been previously. I quite like to sit outside and draw and would prefer it. As the people who come in the garden are mostly gardeners and other tenants, I hold no objections as the garden and the furniture is not only available for my sole use. If I start feeling uncomfortable with any strange people coming that I don’t know, talking loudly or abusing, invading my privacy, I will let everyone know and then the necessary steps can be taken.” (our emphasis added)
37. This email is also entirely inconsistent with Palak Garg living on the 1st and 2nd floors of the Building in Flat D on 24 July 2025.
38. When asked to explain the emails of 24 July 2025, the Respondent gave the following account. He said that prior to 17 June there had been tension and disagreements between the Applicant and Palak Garg in Flat B (which was denied by the Applicant). As a result according to the Respondent, when Palak Garg moved out on 17 June, she wanted to avoid further interactions with the Applicant. She therefore pretended to continue to be living in Flat B after 17 June. The Respondent said that he was a party to this deception. He said that Palak Garg’s bedroom in Flat B on the ground floor was always locked, so the Applicant would not know that she had moved out. The Respondent said that this explains why, in emails through July 2025, the parties were all corresponding as if Palak Garg was occupying Flat B. But, according to the Respondent, the whole thing was a charade intended to deceive the Applicant.

39. In our view, none of this explanation made any sense. Even if such a scheme was genuinely implemented, there was almost no chance of it ever succeeding. Palak Garg did not inhabit only a locked bedroom in Flat B. She would have had to have used the bathroom, the kitchen, the communal areas and the front door of the Flat. It is simply impossible for the Applicant to have believed that Palak Garg was living in Flat B for over 6 weeks, if in fact Palak Garg was living upstairs in Flat D. It was not easy to understand how pretending that Palak Garg was still living in Flat B would have been the best way (or indeed any viable way) of reducing the possibility of interactions between her and the Applicant in any event. In addition, the Applicant's emails in July 2025 demonstrate that she had been having interactions with Palak Garg about the garden furniture in July 2025. We also note that there is no mention of this alleged charade in Palak Garg's witness statement. One might have thought it would be relevant for her to have mentioned that, when she moved out of Flat B on 17 June 2025 (the main purpose of the statement), she deliberately deceived the Applicant into believing that she had not moved out.
40. The most likely explanation for the July 2025 emails is that Palak Garg was continuing to live in Flat B after 17 June 2025 up to at least 24 July 2025; in other words, what the Respondent claims to be a charade was in fact the true position.
41. The Respondent's case, that the appearance of her living in Flat B after 17 June 2025 was all a deliberate deception, is simply not credible. We have no doubt in saying so. From listening to the content of his evidence and observing the way he gave it, we have formed the view he was making it all up in an attempt to reconcile the obvious inconsistencies between his case and the documentary evidence.
42. We have no doubt that the Respondent was deliberately giving false evidence to try to help his cause - in other words to try to avoid an RRO being made against him.
43. For that reason, we do not accept the truth of anything the Respondent says unless the Applicant agrees with it or unless it is corroborated by an independent verifiable document. We will deal below with the credibility of the documents produced by the Respondent.
44. We have therefore established that Palak Garg remained in occupation of Flat B after 17 June 2025. And we accept the Applicant's credible and clear evidence that she saw Palak Garg occupying Flat B throughout the entire Period.
45. Even though we have decided that Palak Garg was occupying Flat B longer than the Respondent claims, we still need to examine his claim that her stay in Flat B was a temporary arrangement (ie not her only or main residence), pending remedial works at Flat D.

When (if at all) did Palak Garg first move into Flat D?

46. To resolve that question, we considered evidence of her alleged tenancy of Flat D. The Respondent's evidence on that issue was as follows:

- a. In Palak Garg's witness statement, it says: "I would like to confirm that my tenancy agreement for my continued stay at the property has always been for 49D Jerningham Road, New Cross, SE14 5NQ. **Approximately a few weeks into my tenancy**, I reported damp patches in certain areas of the ceiling to the landlord." (emphasis added). This implies that she started a tenancy of Flat D "a few weeks" before she moved into Flat B
 - b. The Respondent's oral evidence at the hearing was that Palak Garg moved into Flat D on about 2 or 3 June. Her bedroom in Flat D had not been let for a while and had been locked up. She immediately noticed damp patches and reported them to the Respondent who moved her temporarily into Flat B 2 or 3 days later on 5 June. That would have been **a few days into her tenancy**.
 - c. The Respondent also produced, a few days before the hearing, a tenancy agreement of Flat D purportedly docusigned by Palak Garg. The tenancy agreement itself was not dated, but it purported to grant her a tenancy of Flat D for the term of a year commencing on 7 July 2025. That would mean that she moved into Flat B **before her Flat D tenancy had started**. When challenged about the dates on the tenancy agreement, the Respondent said that the dates on the tenancy agreement must have been a mistake and that people sign things without checking.
47. Other than that, the Respondent was unable to explain the inconsistencies between all of the above dates.
 48. The Tribunal looked at the tenancy agreement and witness statement carefully. We noted that despite both documents having been docusigned, the usual Docusign certificate was missing and there was no evidence of any metadata showing when they were signed.
 49. The Respondent could (or would) not say when the tenancy agreement was signed.
 50. Without that evidence, we have no way of knowing when the tenancy agreement was signed or whether it was a genuine tenancy agreement.
 51. When asked about how the witness statement came to be drafted and signed, he said that he had approached Palak Garg for a witness statement several months ago and she had been reluctant. Then, two weeks before the hearing (namely on about 10 June 2026), the deadline for bundles was imminent and he contacted her again. This time she responded with the typed docusigned statement (bearing the Tribunal office address). That would mean that her statement was drafted and signed some time in mid-June. When it was pointed out to the Respondent that the statement itself was dated 3 May 2026, he was unable to explain the inconsistency.
 52. We reached the following conclusion about Palak Garg's witness statement and the tenancy agreement produced by the Respondent:

- We could not be satisfied when either of them was created and/or signed.
 - We could not be satisfied that either of them had genuinely been signed (or drafted) by Palak Garg at all.
 - We did not accept the truth of the content of either of them.
 - We did not accept any of the Respondent's explanations for the anomalies and missing elements.
 - In particular, there was no valid explanation for why docusigned documents appeared to have had the usual accompanying DocuSign certificate removed from them before being submitted to the Tribunal.
 - We formed the view that the most likely explanation was that both of them had been fabricated by or on behalf of the Respondent for the purpose of giving false evidence to this Tribunal.
 - In particular, in the case of the tenancy agreement for Flat D, we have formed the view that it was not created or signed in or around June/July 2025. Rather it was likely to have been created and signed much later, probably for the purposes of manufacturing evidence, and the evidence of its later fabrication has been deliberately removed.
53. In particular this leads to our conclusion that there is no evidence that Palak Garg ever had a tenancy of Flat D. This is important because it means that there is no evidence that, during the Period, Palak Garg had any residence other than Flat B.
54. We also note in passing that there is no documentary evidence of remedial works being done in Flat D between 5 June 2025 and 17 June 2025, but the case does not turn on that.
55. All of the above leads to the conclusion that during the Period, Palak Garg was occupying Flat B as her only or main residence.
- Is the offence proved? Our decision*
56. As a result of all of the above we have no doubt, and we find beyond reasonable doubt, that:
- a. Palak Garg was living at Flat B with the Applicant and Katerina for the whole of the Period; and
 - b. Palak Garg was during the Period living in Flat B as her only or main residence.
57. As a result of the fact that the Respondent has admitted that he owned the Building and accepted rent from the Applicant during the Period, we also find beyond reasonable doubt that the Respondent was a person managing and/or in control of Flat B during the Period within the meaning of section 263 of the 2004 Act.

58. It follows from all the above that we find, beyond reasonable doubt, that the offence as alleged was committed by the Respondent throughout the Period.

Reasonable Excuse?

59. In *IR Management Services Limited v Salford City Council* [2020] UKUT 81, the Upper Tribunal held that the First-tier Tribunal should always consider whether there may be a reasonable excuse, even if it is not raised by the Respondent.
60. There is no evidence here of a reasonable excuse. In fact, there is evidence that the Respondent was deliberately and knowingly trying to let out rooms in the Building without having to obtain and pay for an HMO licence and compliance with other regulations, by pretending that the occupiers were lodgers (when he knew that they were not). The Applicant told us that that is what the Respondent had told her. And in the hearing bundle there are contemporaneous whatsapp message exchanges between them which support that.
61. Since there is no reasonable excuse we find beyond reasonable doubt that the offence was committed as alleged.

Rent Repayment Order – whether to make an order

62. As a result of all of the above, the Tribunal may make a rent repayment order in this case (see section 43 of the 2016 Act).

Rent repayment order – amount of the order

63. The steps to be taken by the Tribunal in assessing the amount of the rent repayment order to be paid under section 44 of the 2016 Act was set out by the Upper Tribunal in *Acheampong v Roman* [2022] UKUT 239 (LC) at paragraph 20 of the judgment as follows:
- “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 will be able to make an informed estimate.
 - 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 figure 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).”

We shall go through each of those steps as follows.

(a) Ascertain the whole of the rent

64. The maximum possible RRO is the rent paid during the relevant Period, minus any universal credit (or Housing Benefit – section 51 of the 2016 Act) paid during that period. There is no evidence of universal credit or housing benefit in this case.
65. It is common ground that the Applicant paid a total of £1,800 for the Period. The maximum rent recoverable as an RRO would therefore be **£1,800**.

(b) Subtracting element of utilities from the rent

66. There are no deductions to make under this category.

(c) Ascertain the seriousness of the offence

67. In considering the seriousness of the offence itself, the Upper Tribunal in *Acheampong* gave the following additional guidance at para 21:

“It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked.”

68. In assessing the seriousness starting point under stage (c), the authorities have identified two matters which the Tribunal should consider. Firstly the seriousness of the offence compared to the other offences specified in section 41 of the 2004 Act: the offence under section 72(1) is less serious than those in rows 1, 2 and 7 in the table in section 40 of the 2016 Act, and we take that into account².
69. Secondly, we need to consider this offence in the spectrum of all section 72(1) offences. We take into account the fact that the Respondent made a deliberate and calculated attempt to circumvent the HMO licensing regulations and in doing so deliberately made the tenants feel insecure and intimidated. Taking all of that into account, we agree that this is at the upper end of section 72(1) offences and we have decided that 75% of the maximum RRO would reflect the seriousness of the offence.

² see *Ficcara v James* [2021] UKUT 38 (LC), paras 32 and 50, *Hallet v Parker* [2022] UKUT 239 (LC), para 30; *Daff v Gyalui* [2023] UKUT 134 (LC), paras 48-49 and *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC), paras 34 to 39.

(d) Other section 44(4) factors

70. We now need to consider whether to make any additions or deductions to that figure, taking into account all the factors in s44(4). The first of these is conduct.

Conduct

71. We are required by section 44(4)(a) of the 2016 to take account of the conduct of the landlord and the tenant.
72. In addition to the matters already mentioned above, the Applicant relied on additional incidents of bad conduct by the Respondent. In particular, her evidence was that the Respondent frequently let himself into Flat B unannounced and into the tenants' bedrooms, sometimes in the evening or in the early morning, to inspect the state of cleanliness and to tell the tenants to clean. About three evenings a week, he spent up to an hour sitting on the patio outside the kitchen and Palak Garg's bedroom. The Applicant said that she had reported all this to the police and that the police told her that there had been at least one other such complaint to them against the Respondent.
73. The Applicant said that this made her feel insecure and unsafe. We take the view that feeling safe and secure in one's home is an important part of renting a room in a flat and is therefore also an important part of the rental value paid by a tenant.
74. In relation to the Respondent's conduct, we also take into account that he deliberately tried to mislead the Applicant and the Tribunal with false oral evidence and manufactured documents in a further attempt to avoid the conclusion that Flat B was a licensable HMO.
75. There are no incidents of tenant conduct which we need to take into account.
76. Altogether, as a result of the Respondent's conduct we have decided to add a further 5% (to the 75% above) to reflect all of that.

(d) Other section 44(4) factors: Landlord's financial circumstances

77. We are required to take into account the landlord's financial circumstances under section 44(4)(b) of the 2016 Act. There is no written statement of the financial circumstances of the Respondent. The Respondent told us that he receives rental income for all of the other rooms and flats in the Building, some of which are rented privately and some of which are rented to tenants placed there by the local authority.
78. Therefore, in taking account of the landlord's financial circumstances, we have decided that there is nothing to warrant any adjustment to the amount of the rent repayment order under this heading.

(d) Other section 44(4) factors: Previous convictions

79. We have no evidence that the Respondent has been convicted of any offence to which Chapter 4 of the 2016 Act applies, for the purposes of section 44(4)(c) of the 2016 Act.

Conclusion

80. We have decided in the light of all of the above that the correct level for the rent repayment order would be 80% of the maximum rent claimable. The figure we have arrived at is therefore 80% of £1,800 which amounts to the sum of £1,440 payable by the Respondent to the Applicant.

Dated this 25th day of June 2026

JUDGE TIMOTHY COWEN

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).