



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

**Case Reference** : **LON/00BE/HMF/2025/0865**

**Property** : **113 Mary Datchelor Close, London,  
SE5 7DY**

**Applicant** : **Evelina Karlsson and Amar  
Chudasama**

**Representative** : **In person**

**Respondent** : **Michael and Bolanle Ogunmefun**

**Representative** : **No appearance**

**Type of Application** : **Application for a rent repayment  
order**

**Tribunal Member** : **Judge Robert Latham  
Steve Wheeler MCIEH CEnvH**

**Date and Venue of  
Hearing** : **17 June 2026 at  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **29 June 2026**

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**DECISION**

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**Decision of the Tribunal**

1. The Tribunal makes a Rent Repayment Order against the Respondents in the sum of £8,278 which is to be paid by 24 July 2026.
2. The Tribunal determines that the Respondents shall also pay the Applicants £341 by 24 July 2026 in respect of the tribunal fees which the Applicants have paid.

### **The Application**

1. On 11 July 2025, the Applicant tenants issued this application against the Respondent landlords seeking a Rent Repayment Order ("RRO") pursuant to section 41 of the Housing and Planning Act 2016 ("the 2016 Act"). The application relates to their tenancy at 113 Mary Datchelor Close, London, SE5 7DY ("the Flat"). This is a one bedroom flat in a block of flats owned by the London Borough of Southwark ("Southwark"). On 4 September 2014, the Respondents acquired the leasehold interest. The Applicants seek a RRO in the sum of £18,000, namely the rent of £1,500 per month which they paid over a period of 12 months.
2. On 12 January 2026, the Tribunal gave Directions pursuant to which the Applicant has filed a Bundle of 204 pages, to which reference will be made in this decision. The Respondents have not engaged with the proceedings.

### **The Hearing**

3. The Applicants appeared at the hearing and gave evidence. We are satisfied that they are witnesses of truth. They both work in Leicester Square, Mr Chudasama as a supervisor of a casino and Ms Karlsson as a poker casino dealer.
4. There was no appearance by either the Respondents or their representatives.

### **The Decision to Proceed in the Absence of the Respondents**

5. Having investigated the background to this application, we are satisfied that the Respondents' nominated representative have been notified of the hearing and that it is in the interests of justice to proceed with the hearing. We are satisfied that the Respondents have made an informed decision not to engage with the proceedings. We have had regard to rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
6. There are three tenancy agreements, dated 20 October 2023 (p.60-77), 1 November 2023 (p.77-92) and 1 December 2023 (p.189-204). The tenancies were granted by Top Move Estate Agents ("Top Move"). In each of these agreements, the landlord is specified in Clause 1.1.1 as " Mr & Mrs B Ogunmefun and N Ogunmefun", their contact address as "77 South South End, Croydon, CR0 1BF" and their contact email address as "info@top-moveuk.com". In Clause 2.1, it is stated that this is the name and address of the landlord for the purposes of section 47 of the Landlord and Tenant Act 1987. Clause 2.2 provides that unless the tenants are informed in writing to the contrary, notice is given pursuant to section 48(1) of the Act the landlord's address and email address for the service of notices (including notices in proceedings) and all other correspondence is

as follows: "C/O 77 South South End, Croydon, CR0 1BF; info@top-moveuk.com. Top Move trade from 77 South End Croydon, CR0 1BF.

7. On 19 June 2025 (p.184) Jack Wharton, a Case Handler with AST Assistance Ltd ("AST") wrote to the Applicants to inform them that the Respondents had appointed AST "on all matters pertaining to" the Flat. The letter attached a notice pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987. The Applicants were directed not to contact the Respondents directly. The letter stated: "If you have any questions, concerns or notices to serve upon our Client please do so via email to Jack@ast-assistance.com or write to the following address: "FAO Jack Wharton, AST Assistance Ltd, Suite 2, 26a St James Street Business Centre, Bacup, OL13 9NJ".
8. In their application form (p.97-106), the Applicants name Mr Michael and Mrs Bolanle Ogunmefun as the Respondents. Two addresses are given for service on their agents:
  - (i) Top Move Estate Agents, 77 South End, Croydon, CR) 1BF; info@top-moveuk.com; and
  - (ii) FAO Jack Wharton, AST Assistance Ltd, Suite 2, 26a St James Street Business Centre, Bacup, OL13 9NJ; Jack@ast-assistance.com".
9. On 23 October 2025, the Tribunal emailed a copy of the application form to both Top Move and AST. Neither responded to state that they were not authorised to act for the Respondents.
10. On 12 January 2026, the Tribunal emailed the Directions and a Listing Questionnaire to both Top Move and AST. Neither returned the Listing Questionnaire.
11. On 17 February 2026, the Tribunal emailed notification of the hearing date to both Top Move and AST. Neither responded.
12. On Monday, 15 June 2026, the Tribunal emailed a letter to both Top Move and AST reminding them that the case had been listed for hearing on 17 June. The letter stated that Mr Michael and Mrs Bolanle Ogunmefun were expected to attend the hearing at 10 am on Wednesday, 17 June 2026. Both Top Move and AST were directed to ensure that Mr Michael and Mrs Bolanle Ogunmefun were aware of this hearing date. Top Move was asked to confirm by return that they had notified Mr and Mrs Ogunmefun of these proceedings. If they failed to do so, they are directed to attend the hearing on 17 June to explain their failure to do so.
13. The Tribunal had no email address for the Respondents. It therefore arranged for the letter to be sent first class by recorded delivery to 21

Upper Luton Road, Chatham, ME5 7BH, the address recorded by the Land Registry (p.57).

14. On 15 June (at 15.47), Mr Wharton responded in these terms:

"Thank you for your email and for providing the tribunal letters.

For clarity, AST Assistance Ltd have not been instructed on this matter since February 2026.

Please can you ensure we are removed from all future correspondence relating to this case. All communications should now be directed solely to the claimant's managing agents, Top Move, who are copied into this email.

No response was received from Top Move.

15. The Tribunal notes that AST were notified of the Directions on 12 January 2026 and of the hearing date on 17 February 2026. The Tribunal is satisfied that Mr Wharton would have notified the Respondents of these communications and that they took the decision to withdraw their instructions from AST. Neither AST nor the Respondents informed either the Tribunal or the Applicants that the Respondent had withdrawn instructions from AST. No alternative address was provided for the purposes of section 47 and 48 of the Landlord and Tenant Act 1987.
16. On 7 January 2026, the Applicants vacated the Flat. Mr Chudasama told the Tribunal that Top Move were aware of the application. Mr Dayo Badejo, the SEO of Top Move urged him to withdraw the application. Mr Badejo also intimated that he was letting the Flat on behalf of Mr Ogunmefun as a favour for a friend.
17. Section 47 and 48 of the Landlord and Tenant Act 1987 emphasise the importance of any landlord providing their tenants with: (i) their name and address; and (ii) an address at which any proceedings may be served. The Respondents took an informed decision not to specify their address in the tenancy agreement. On 19 June 2025, the Applicants were notified that any proceedings should be served on AST.
18. The Tribunal is satisfied that (i) the application; (ii) the directions; and (iii) the hearing date were properly served on AST, the Respondent's nominated representative. The Applicants had taken the additional precaution of requiring them to be served on Top Move. The Tribunal is satisfied that both AST and Top Move would have informed the Respondents of the application. The Respondents have taken an informed decision not to engage with these proceedings.

## **The Housing Act 2004 (“the 2004 Act”)**

19. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 relates to the licencing of Houses in Multiple Occupation ("HMOs") whilst Part 3 relates to the selective licensing of other residential accommodation. The Act creates offences under section 72(1) of having control and management of an unlicensed HMO and under section 95(1) of having control or management of an unlicensed house. On summary conviction, a person who commits an offence is liable to a fine. An additional remedy was that either a local housing authority ("LHA") or an occupier could apply to a FTT for a RRO.
20. By section 80, a local housing authority ("LHA") may designate a selective licensing area. On 1 March 2022 (p.50), Southwark introduced a Selective Licensing scheme under which the Flat required a licence. The scheme was introduced for a period of five years.
21. Section 95 specifies a number of offences in relation to the licencing of houses. The material part provides (emphasis added):

“(1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85 (1)) but is not so licensed.

22. Section 95(3)(b) provides a defence where an application has been made for a licence and that application has neither been determined nor withdrawn.
23. Section 263 provides:

“(1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.

(3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.”

24. It is to be noted that there may be more than one person who may commit an offence under section 95 as having "control of" or "managing" a house. In such circumstances, it will be for the LHA to determine who is the appropriate person to hold a licence. However, when it comes to the making of a RRO, this can only be made against the "landlord".

### **The Housing and Planning Act 2016 (“the 2016 Act”)**

25. Part 2 of the 2016 Act introduced a raft of new measures to deal with "rogue landlords and property agents in England". Chapter 2 allows a banning order to be made against a landlord who has been convicted of a banning order offence and Chapter 3 for a data base of rogue landlords and property agents to be established. Section 126 amended the 2004 Act by adding new provisions permitting LHAs to impose Financial Penalties of up to £30,000 for a number of offences as an alternative to prosecution.
26. Chapter 4 introduces a new set of provisions relating to RROs. An additional five offences have been added in respect of which a RRO may now be sought. In the decision of *Kowelek v Hassanein* [2022] EWCA Civ 1041; [2022] 1 WLR 4558, Newey LJ summarised the legislative intent in these terms (at [23]):

“It appears to me, moreover, that the Deputy President’s interpretation of section 44 is in keeping with the policy underlying the legislation. Consistently with the heading to part 2, chapter 4 of part 2 of the 2016 Act, in which section 44 is found, has in mind “rogue landlords” and, as was recognised in *Jepsen v Rakusen* [2021] EWCA Civ 1150, [2022] 1 WLR 324, “is intended to deter landlords from committing the specified offences” and reflects a “policy of requiring landlords to comply with their obligations or leave the sector”: see paragraphs 36, 39 and 40. “[T]he main object of the provisions”, as the Deputy President had observed in the UT (*Rakusen v Jepsen* [2020] UKUT 298 (LC), [2021] HLR 18, at paragraph 64; reversed on other grounds), “is deterrence rather than compensation”. In fact, the offence for which a rent repayment

order is made need not have occasioned the tenant any loss or even inconvenience (as the Deputy President said in *Rakusen v Jepsen*, at paragraph 64, “an unlicensed HMO may be a perfectly satisfactory place to live”) and, supposing damage to have been caused in some way (for example, as a result of a failure to repair), the tenant may be able to recover compensation for it in other proceedings. Parliament’s principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, “a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period”. Further, a landlord is encouraged to put matters right since he will know that, once he does so, there will be no danger of his being ordered to repay future rental payments.”

27. Section 40 provides:

“(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

(a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.”

28. Section 40(3) lists seven offences “committed by a landlord in relation to housing in England let by that landlord”. The seven offences include the offence of “control or management of unlicensed house contrary to section 95(1) of the 2004 Act.

29. Section 41 deals with applications for RROs. The material parts provide:

“(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) 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.

30. Section 43 provides for the making of RROs:

“(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).”

31. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount “must relate to rent paid during the period mentioned” in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

“(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.

32. Section 44(4) provides:

“(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.”

33. Section 47(1) provides that an amount payable to a tenant under a RRO is recoverable as a debt.

34. In *Acheapong v Roman* [2022] UKUT 239 (LC); [2022] HLR 44, Judge Elizabeth Cooke gave guidance on the approach that should be adopted by Tribunals:

“20. The following approach will ensure consistency with the authorities:

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).

21. I would add that step (c) above is part of what is required under section 44(4)(a). 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."

35. These guidelines have recently been affirmed by the Deputy President in *Newell v Abbott* [2024] UKUT 181 (LC). He reviewed the RROs which have been assessed in a number of cases. The range is reflected by the decisions of *Simpson House 3 Ltd v Osserman* [2022] UKUT 164 (LC) and *Hallett v Parker* [2022] UKUT 165 (LC), in which the Deputy President distinguished between the professional "rogue" landlord, against whom a RRO should be made at the higher end of the scale (80%) and the landlord whose failure was to take sufficient steps to inform himself of the regulatory requirements (25%).

36. The Deputy President provided the following guidance (at [57]):

"This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been

granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health.”

37. The Deputy President added (at [61]):

“When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two.”

### **The Background**

38. On 15 September 2023, the Applicants saw the Flat advertised on Zoopla. They were living in South Croydon and had been asked to leave. The letting was arranged by Top Move. The Applicants had no contact with the landlords.
39. The Applicants accepted a tenancy of the Flat, despite the fact that they had some concerns about its condition. They also had concerns about the information with which they had been provided. The EPC certificate had expired. They also inquired about a property licence. There were no white goods. At their insistence, the landlord provided a new washing machine and a second hand fridge/freezer. Not all their concerns were answered by Mr Badejo, the CEO of Top Move.
40. The Applicants had been due to sign the tenancy agreement on 19 October. However, Mr Badejo did not arrive at the agreed time. The Applicants therefore needed to return next day. They were not happy with the manner in which Top Move handled the grant of the tenancy.
41. Mr Badejo wanted the tenancy to grant from the beginning of the month. However, the Applicants were anxious to move in on 20 October. This explains why there are two tenancy agreements dated 20 October 2023 (p.60-77) and 1 November 2023 (p.77-92). The second agreement was for

a term of twelve months from 1 November 2023 to 31 October 2024. The rent was £1,500 pm. They also paid a deposit of £1,730.76.

42. The Applicants had two Chihuahuas and two parakeets which were kept in an aviary in the garden. They sought an assurance that they would be able to keep these pets.
43. The Applicants complained that the Flat was extremely dirty. They found that sanitary towels had been dumped behind radiators. They acquired a steam cleaner and provided the flat with a thorough clean. Top Move agreed to refund them £80 for the cost of a replacement steam cleaner when one broke down.
44. The Applicants complained about a stench in the hallway. It became apparent that there was a problem with the piping throughout the flat, but this was the responsibility of Southwark, the superior landlord. Southwark appointed Smith & Byford to carry out the necessary work which were finally completed in October 2024. It was necessary for the Respondents to install new radiators.
45. The Applicants complained about the smoke alarms which did not work. The Applicants found that the wires had been cut. They complained about this to Top Move, but these were not replaced until 2 October 2024.
46. In November 2023, scaffolding was erected in the garden. This was not removed until March 2024. The Applicants complain that the erection of the scaffolding caused one of their parakeets to escape. It seems that the scaffolding was erected in error. However, this seems to have been erected on the instructions of Southwark and the Respondents cannot be held responsible for this.
47. On 10 July 2024, the Applicants made a complaint to Southwark about the ongoing disrepair. They also alerted Southwark to the fact that there might not be a licence. Southwark alerted the landlord to this fact. On 26 July 2024, the Respondents applied for a licence under Southwark's Selective licencing scheme. On 20 January 2025, Southwark granted a licence (p.53). It is unclear whether the licence was granted to the Respondents or Top Move.
48. On 13 January 2025 (p.54), the Applicants emailed a letter before action to the Respondents using the "info@top-moveuk.com" email address. They raised three matters: (i) their entitlement to a RRO; (ii) the faulty smoke alarms and the absence of any carbon monoxide alarm; and (iii) a complaint that their rent deposit had been placed in a Protection Scheme after a delay of 43 days. In the absence of a reply, they posted a copy to the Respondents at 21 Upper Luton Road, Chatham, ME5 7BH. In an undated letter (p.53) Christian Ayerst (Solicitor) responded on behalf of Mrs Ogunmefun.

49. On 19 June 2025 (p.184), Jack Wharton, a Case Handler with AST wrote to the Applicants to inform them that the Respondents had appointed AST "on all matters pertaining to" the Flat.
50. On 11 July 2025, the Applicants issued their application to this tribunal for a RRO. On 23 October 2025, the tribunal sent a copy of the application to both AST and Top Move. Mr Chudasama stated that Top Move were aware of the application. Mr Badejo had urged him to withdraw the application.
51. On 7 January 2026, the Applicants vacated the Flat. Their deposit was returned. The Respondents are now trying to sell the Flat.

### **Our Determination**

52. The Tribunal is satisfied beyond reasonable doubt of the following:
  - (i) At all material times the Flat required a licence under Southwark's Selective Licencing Scheme.
  - (ii) On 20 October 2023, there was no licence.
  - (iii) On 26 July 2024, the Respondents applied for a licence. Upon applying for a licence, an offence under section 95(1) of the 2004 Act ceased to be committed.
  - (iv) On 20 January 2025, a licence was granted.
  - (v) The Respondents were the persons "managing" the house as they received the rents from Top Move.

The Tribunal is therefore satisfied beyond reasonable doubt that the Respondents committed an offence under section 95 (1) of the 2004 Act, of managing a house which is required to be licensed under but was not so licensed. The offence was committed over the periods of 20 October 2023 to 25 July 2024.
53. The Applicants claim a RRO over twelve months. They can only claim a RRO for the period 20 October 2023 to 25 July 2024, a period of 9 months and 6 days. They paid a total of £13,795.89 in rent over that period. The Applicants were not in receipt of universal credit. The Applicants paid for council tax, gas and electricity. There are therefore no deductions that need to be made.
54. We are then required to consider the seriousness of the offence. The Upper Tribunal considers licencing offences to be less serious than other offences for which RROs can be imposed.

55. We are finally required to have regard to the following:
- (a) The conduct of the landlord: The Applicants had raised the issue of a licence with Top Move before the tenancy was granted. The Respondents only applied for a licence after the Applicants had raised the issue with Southwark. The Respondents had arranged for Top Move to manage the tenancy. Top Move should have been aware of the licencing requirements. There were also some items of disrepair.
  - (b) The conduct of the tenant: There is no criticism of the conduct of the Applicants. We accept their evidence that the Flat was let in a filthy condition and that they gave it a thorough steam clean.
  - (c) The financial circumstances of the landlord: There is no evidence in respect of this.
  - (d) Whether the landlord has at any time been convicted of an offence to which this Chapter applies: There is no evidence of any relevant conviction.
56. Taking these factors into account, we make a RRO in the sum of £8,278, namely 60% of the relevant rent of £13,795.89. We also order the Respondent to reimburse to the Applicant the tribunal fees of £341 which the Applicant has paid. These sums shall be paid by 24 July 2026.

### **Events Subsequent to the Hearing**

57. After the hearing, we were provided with copies of emails which the Respondents had sent to the Tribunal at 19.13 on 16 June and 13.02 on 17 June (after the hearing had been concluded). The first email attached two documents only one of which could be opened. These were air tickets to and from Nigeria. The second email attached the following letter:

"We, the undersigned, hasten to inform the Tribunal that we did not receive the notice of hearing fixed for the 17th June 2026 regarding the above matter.

We had earlier instructed our solicitors (Emily Joel Solicitors) to recover the unpaid rents owed by the Claimants, Evelina Karlsson & Amar Chudasama.

It was from the Claimant's response to our solicitors' letter that we learned that the hearing at the First Tier Tribunal has been fixed for 17.06.26.

Unfortunately, we are currently away from the United Kingdom. We have attached details of our ticket itinerary for your ease of reference.

In the interest of fairness, we respectfully ask the court to adjourn the hearing date to a date after our return date on 19.06.2026.

We do not think the applicants would suffer any prejudice regarding our request for adjournment.

We thank you in anticipation for your cooperation."

58. The Tribunal invited the Applicants to comment on this letter. They provided two letters. On 4 June 2026, they had received a letter dated 27 May 2026 from Emily Joel Solicitors, claiming £7,500 in rent arrears. The letter alleged that the Applicants had failed to give prior notice to Mr & Mrs Ogunmefun of their intention to vacate the Flat. A response was invited within 21 days.
59. On 15 June 2026, the Applicants had responded disputing the claim and raising issues of disrepair. They disputed that they had left without giving notice. They noted that proceedings were currently before this tribunal with a hearing date scheduled for 17 June 2026.
60. The Applicants also provided an email dated 19 January 2026 in which Top Move had requested a forwarding address. It is apparent that Top Move had provided the Respondents with their new address as this was used by the Solicitor.
61. The Tribunal is satisfied that Top Move were aware that the Applicants had vacated the Flat on 7 January 2026. On 11 July 2025, the Applicants issued their application for a RRO. On 23 October 2025, the tribunal had sent Top Move a copy of the Application. On 12 January 2026, the tribunal had sent a copy of the Directions and the listing questionnaire to Top Move. On 17 February 2026, the tribunal had notified Top Move of the hearing date. The tribunal is satisfied that Top Move would have notified the Respondents of this correspondence.
62. This case highlights the importance of section 47 and 48 Landlord and Tenant Act 1987. On 19 June 2025, AST had notified the Applicants that they had been appointed on all matters relating to the property. The Tribunal is satisfied that this letter was sent on the instructions of the Respondents. It was not until 15 June 2026, that AST informed the Applicants that their instructions had been withdrawn in February 2026. The Tribunal is satisfied that the Tribunal served the application, the Directions and the hearing date on AST at a time when they purported to act for the Respondents and to be the address for service of any proceedings.
63. In any event, even were AST not to have been the address at which any proceedings should be served, the Applicants took the precaution of also requiring the tribunal to serve proceedings on Top Move, whose address

had been provided in the tenancy agreements as the relevant address for section 48.

64. The Tribunal therefore remains satisfied that these proceedings have been properly served on the Respondents and that they have taken an informed decision not to engage. If their nominated agent did not notify them of the proceedings, that is a matter for them to take up with AST and/or Top Move.
65. Sections 47 and 48 of the Landlord and Tenant Act 1987 have been enacted to ensure that any tenant is aware of their landlord's name and address and the address at which any proceedings should be served. Parliament did not intend that landlords should be able to apply to set aside a decision on the ground that they have not been notified of proceedings by their nominated agent.

**Robert Latham**  
**29 June 2026**

### **RIGHTS OF APPEAL**

1. 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.
2. 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.
3. 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.
4. 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.