FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BC/HMF/2025/0856**
Property	:	**51 Castleview Gardens, London, IG1 3QF**
Applicants	:	**1. Benas Romaldas Sarachovas** **2. Rasa Kavaliauskaite** **3. Meda Staneviciute** **4. Tomas Ronkus**
Representative	:	**Applicants 1-3: in person** **Applicant 4: no appearance**
Respondent	:	**Vijayandera Singh**
Representative	:	**Monica Milasiene** ~~**Andrius Milasius**~~
Type of Application	:	**Application for a Rent Repayment Order by Tenant – Housing and Planning Act 2016**
Tribunal Member	:	**Judge Robert Latham** **Carolyn Barton MRICS**
Date and Venue of Hearing	:	**6 May 2026 at** **10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**15 June 2026**
Date of Amended Decision	:	**9 July 2026**

AMENDED DECISION

We exercise our powers under rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2023 to correct the accidental slip about the representation of the Respondent in these proceedings)

Decision of the Tribunal

1. The application made by Tomas Ronkus: Mr Tomas Ronkus did not attend to prove his case. The Tribunal therefore dismisses his application.

2. The application brought by Mr Benas Sarachovas, Ms Rasa Kavaliauskaite and Ms Meda Staneviciute: The Respondent has established a defence of reasonable excuse. The Tribunal therefore dismisses their application.

3. The Tribunal makes no order for the repayment of the tribunal fees which have been paid by the Applicants.

The Application

1. By an application, dated 19 June 2025, Mr Benas Sarachovas, Ms Rasa Kavaliauskaite and Ms Meda Staneviciute, apply for Rent Repayment Orders ("RROs") against the Respondent, Mr Vijayandera Singh pursuant to Part I of the Housing and Planning Act 2016 ("the 2016 Act"). The application relates to rooms which they occupied at 51 Castleview Gardens, London, IG1 3QF ("the Property") They seek a RRO in respect of the offence of control or management of an unlicenced HMO.

2. By an application, dated 7 September 2025, Mr Tomas Ronkus applies for a Rent Repayment Order ("RRO") against the Respondent pursuant to Part I of the 2016 Act. The application relates to the room which he occupied at the Property. He seeks a RRO in respect of the offence of control or management of an unlicenced HMO.

3. On 24 November 2025, the Tribunal gave Directions pursuant to which:

   (i) Mr Sarachovas, Ms Kavaliauskaite and Ms Staneviciute have filed a Bundle of 61 pages references to which will be pre-fixed by A1.__. They also provided a large number of additional files: Index C (7 pages); Index D (99 pages); Index E-G (107 pages) and Index J (89 pages). References to these will be pre-fixed by C.__; D.__; E.___; and J.___.

   (ii) Mr Ronkus has filed a Bundle of 21 pages references to which will be pre-fixed by A2.__.

   (iii) Mr Singh has filed a Bundle of 91 pages, references to which will be pre-fixed by R.__.

The Hearing

4. There was no appearance from Mr Ronkus. Both Mr Sarachovas and Mr Ronkus had applied to give evidence from Lithuania. It was not possible to arrange this. Mr Sarachovas travelled to London for the hearing.

5. On 3 March 2026, the Tribunal notified Mr Ronkus that he should attend in person. On 4 March, Mr Ronkus informed the Tribunal that he would not be attending in the hearing and asked the Tribunal to determine the case on the papers. We had regard to rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and were satisfied that Mr Ronkus was aware of the hearing and we considered that it was in the interests of justice to proceed. Mr Ronkus was required to satisfy us beyond reasonable doubt that an offence had been committed. We were satisfied that he was unable to do so. We therefore dismissed his application.

6. Mr Sarachovas, Ms Kavaliauskaite and Ms Staneviciute appeared in person. They all gave evidence. They had all made witness statements and submitted Skeleton Arguments.

7. Mr Singh was represented by Ms Monika Milasiene, an employee of London Who's Who Limited. ~~accompanied by Mr Andrius Milasius.~~ Mr Milasius has been a director of both Swifty Solutions North Limited ("Swifty Solutions") and London Who's Who Ltd ("LWWL"). These companies have managed the Property on behalf of Mr Singh. ~~Mr Milasius represented Mr Singh. Both~~ Mr Singh gave evidence. Mr Milasius provided a witness statement. All parties agreed that Mr Singh was the relevant landlord.

8. An issue in this case is whether a company can hold an HMO licence and the consequences if that company is later dissolved. No provision is made for this in the Housing Act 2004 ("the 2004 Act"). We are satisfied that these are matters for the relevant local housing authority ("LHA"), in this case the London Borough of Redbridge ("Redbridge"). We therefore downloaded a copy of the Redbridge scheme details which we shared with the parties. Neither side sought an adjournment to consider the document.

<u>The Housing Act 2004 (“the 2004 Act”)</u>

9. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 of the 2004 Act relates to the licensing of HMOs. Section 61 provides for every prescribed HMO to be licensed. HMOs are defined by section 254.

10. The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 prescribes those HMOs that require a licence. Article 4 provides that an HMO is of a prescribed description if it (a) is occupied by five or more persons; (b) is occupied by persons living in two or more separate households; and (c) meets the standard test under section 254(2) of the 2004 Act.

11. Sections 64 to 71 relate to the grant of a licence. An application must be made for a licence in accordance with such requirements as the LHA may specify. The LHA may grant the licence to the applicant or to some other

person if both he and the applicant agree. The LHA may only grant a licence if satisfied that the proposed licence holder is "a fit and proper person to be the licence holder" and is "out of all the persons reasonably available to be the licence holder ... the most appropriate person to be the licence holder" (section 64).

12. Section 68(7) provides that if the holder of the licence dies while the licence is in force, the licence ceases to be in force on his death. Section 68(8) provides that "during the period of 3 months beginning with the date of the licence holder's death, the house is to be treated as if on that date a temporary exemption notice had been served in respect of the house under section 62.

13. The 2004 Act makes no express provision for a licence holder to be a company or for the consequences should the company be dissolved. However, the Redbridge policy provides for a licence holder to be a company and makes express provision should the company be dissolved whilst the licence is in force. The licence ceases to be in force on the date of the dissolution. The policy provides that a licence cannot be transferred to another person or organisation. A licence holder is required to inform Redbridge of any change in ownership or management of the HMO.

14. 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."

15. Section 72 of the Act provides for offences in relation to the licencing of HMOs (emphasis added):

> (1) <u>A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed</u>.
>
> .....
>
> (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time:
>
> (a) ......
>
> (b) <u>an application for a licence had been duly made</u> in respect of the house under section 63,
>
> and that notification or application was still effective (see subsection (8)).
>
> (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had <u>a reasonable excuse</u>–
>
> (a) <u>for having control of or managing the house in the circumstances mentioned in subsection (1),</u> or
>
> (b) for permitting the person to occupy the house, or
>
> (c) for failing to comply with the condition, as the case may be.
>
> (8) For the purposes of subsection (4) a notification or application is "effective" at a particular time if at that time it has not been withdrawn, and either-
>
> (a) the authority have not decided whether to .... grant a licence, in pursuance of the notification or application.

16. In the recent decision of *Marigold v Wells* [2023] UKUT 33 (LC) ("*Marigold*"), Martin Rodger KC, the Deputy Chamber President, gave guidance on the approach that should be adopted by First-tier Tribunals when considering the defence of "reasonable excuse". He gave the decision

of the Upper Tribunal, Tax and Chancery Chamber, in *Perrin v HMRC* [2018] UKUT 156 (TCC), as a useful example.

> "48. The Tribunal in Perrin concluded its decision with some helpful guidance to the FTT, much of which is equally applicable in the sphere of property management and licensing. At paragraph 81 it said this:
>
> > "81. When considering a "reasonable excuse" defence, therefore, in our view the FTT can usefully approach matters in the following way:
> >
> > (1) First, establish what facts the taxpayer asserts give rise to a reasonable excuse (this may include the belief, acts or omissions of the taxpayer or any other person, the taxpayer's own experience or relevant attributes, the situation of the taxpayer at any relevant time and any other relevant external facts).
> >
> > (2) Second, decide which of those facts are proven.
> >
> > (3) Third, decide whether, viewed objectively, those proven facts do indeed amount to an objectively reasonable excuse for the default and the time when that objectively reasonable excuse ceased. In doing so, it should take into account the experience and other relevant attributes of the taxpayer and the situation in which the taxpayer found himself at the relevant time or times. It might assist the FTT, in this context, to ask itself the question "was what the taxpayer did (or omitted to do or believed) objectively reasonable for this taxpayer in those circumstances?"

<u>The Housing and Planning Act 2016 ("the 2016 Act")</u>

17. 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.

18. 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. The maximum award that can be made is the rent paid over a period of 12 months during which the landlord was committing the offence. This includes the offence of control or management of an unlicenced HMO contrary to section 72(1) of the 2004 Act.

19. Section 40 provides (emphasis added):

> "(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."

20. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". This includes the offence of

21. 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.

22. 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)."

23. 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.

24. 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."

The Background

25. On 27 July 2007 (E.75), Mr Singh acquired the freehold of the Property. It is a two storey terraced property with a loft. There are currently seven bedrooms. There are two bedrooms on the ground floor, three on the first floor and two in the loft. There is a shared kitchen. There are bathrooms on the ground and first floors. It is common ground that the Property required an HMO licence.

26. On 3 March 2016, Mr Singh entered an agreement with Swifty Solutions who would manage the Property on his behalf. Mr Milasius, a director, took the lead.

27. On 21 November 2019, Mr Singh applied for an HMO licence. He stated that he had applied to be the licence holder, but Redbridge decided that Swifty Solutions would be the appropriate person to hold the licence. On 18 February 2021, Redbridge informed Mr Singh that a licence had been granted.

28. On 25 October 2021 (R.31), Mr Milasius sent the following email to Redbridge:

> "I am writing about the HMO licence for 51 Castleview Gardens, London, IG1 3QF. The licence is currently held under Swifty Solutions North reference number 067906, where my business partner and I are both directors.
>
> We are planning to go our separate ways, and my business partner intends to transfer the property to me from January 2020 so that I can continue managing it on my own.

> Could you please advise what we need to do in this situation? Specifically, I'd like to know whether anything needs to be updated or changed in relation to the HMO licence once the property is transferred."

29. By return, Redbridge sent a standard response. The receipt of the email was acknowledged. The email stated that Redbridge was currently experiencing a high volume of calls and enquiries. Due to Covid-19, responses might take longer than usual. Redbridge apologised for any inconvenience and appreciated "your patience and understanding". Redbridge would answer the query as soon as possible. However, a response might currently take up to 14 working days.

30. On 10 November (R.32) and 6 December 2021 (R.32), Mr Milasius sought a response from Redbridge. On each occasion, the same standard response was received.

31. On 5 January 2022, Mr Singh terminated his agreement with Swifty Solutions and entered into a new agreement with LWWL. Mr Milasius continued to have the lead role in managing the Property. On 22 March 2022 (E.96), Swifty Homes was dissolved. Mr Milasius stated that he was no longer involved with the company at this time.

32. On 6 January 2023 (at D.1-8), Ms Staneviciute, the Third Applicant, was granted a tenancy of the first floor rear room at a rent of £720 pm. In February 2024, this was increased to £750 pm. She is still in occupation of her room. She seeks a RRO in the sum of £9,000 for the period 1 July 2024 and 30 June 2025.

33. On 10 August 2023 (at D.9-16) Ms Kavaliauskaite, the Second Applicant, was granted a tenancy of a room in the loft at a rent of £650 pm. In April 2024, this was increased to £670 pm. She is still in occupation of her room. She seeks a RRO in the sum of £8,040 for the period 1 July 2024 and 30 June 2025.

34. On 27 August 2023 (at D.17-24) Mr Sarachovas, the First Applicant, was granted a tenancy of the first floor front room at a rent of £740 pm. On 11 September 2025, he left the Property and now lives in Lithuania. He seeks a RRO in the sum of £7,507.45 for the period 1 July 2024 and 30 June 2025.

35. On 17 April 2025, Mr Singh checked the Redbridge online Register Portal. This recorded that the HMO licence expired on 15 January 2026. The screen shot is at R.34.

36. On 4 June 2025 (at R.35), Redbridge informed the Applicants that the Property had a mandatory HMO licence.

37. On 23 June 2025 (E.94), Redbridge emailed Mr Sarachovas:

> "Please be advised this has been looked into further and I can confirm this property does not have a valid license as the license has expired.
>
> This has been forwarded to the Housing Standards department to look into further.
>
> My apologies for any confusion this may have caused."

38. On 23 June 2025 (R.30), Mr Singh emailed Redbridge:

> "I was checking the HMO register portal recently (April 2025) and the details for my HMO stated that the renewal was due in January of 2026. I have recently just checked again, and it stated that the licence expired November 2024. Could you please clarify which is correct and what my next steps should be. I attach a screen shot of the register as evidence."

39. On 26 June 2025 (R.30), Redbridge responded:

> "Thank you for your email, apologies for the inconvenience. We are currently having issues with the online register which we are trying to resolve.
>
> The licence for the property expired on 20th November 2024".

40. Mr Singh told the Tribunal that he had to obtain relevant documents before he could make an application for a new licence. On 16 July 2025 (C.3), Mr Singh applied for a new licence. On 21 July 2025 (R.27), Redbridge confirmed receipt of the application. On 22 September 2025 (R.40), Redbridge confirmed that a licence had been granted. The licence was granted for a period of five years from 16 July 2025 (C.3).

41. Meanwhile, on 29 July 2025 (R.28), Mr Milasius sought his own clarification from Redbridge. When his company had checked the register, the licence seemed to be valid until January 2026. Having raised it with the licencing team, they had been advised that the property held a valid HMO licence. However, it had recently become apparent that the licence had expired in October 2024. Confirmation was sought that the licence renewal would be accepted without any gap in validity and that the current licencing status remained fully compliant.

42. On 1 August 2025 (R.29), Redbridge responded:

> "The previous licence expired in November 2024. A renewal application has been submitted and is currently waiting for it to be processed (sic)".

43. There is ample evidence of Redbridge's continuing problems with their online Register Portal. A screen shot dated 1 August 2025 (R.35) recorded:

> "We are currently experiencing technical difficulties with our live public register. We are actively working to resolve this as soon as possible".

A screen shot, dated 16 October 2025 (at R.36) still recorded that Swifty Solutions held a mandatory HMO licence in respect of the Property.

<u>The Tribunal's Determination</u>

44. The Tribunal must consider whether Mr Singh has established a reasonable defence for having control of or managing an HMO which required a licence, but which was not so licenced over the relevant period that the Applicants seek their RROs namely 1 July 2024 to 30 June 2025. Mr Singh must establish this on the balance of probabilities (see *IR Management Services Ltd v Salford City Council* [2020] UKUT 81 (LC); [2020] HLR 24).

45. The Tribunal makes the following findings:

(i) On 21 November 2019, Mr Singh applied for a licence in his own name.

(ii) Redbridge subsequently granted a licence to Swifty Solutions, having satisfied themselves that Swifty Solutions was the most appropriate person to be the licence holder. The licence was granted for a five-year period, namely 21 November 2019 to 20 November 2024.

(iii) On 25 October 2021, Mr Milasius notified Redbridge that Swifty Solutions was no longer the appropriate person to hold the HMO licence and sought advice on what he should do. Despite being chased on at least two occasions, Redbridge did not respond.

(iv) The 2004 Act makes no specific provision for a company to be a licence holder. However, under Redbridge's policy, a licence may be granted to a company, but this would cease to be in force if the company is dissolved.

(v) On 22 March 2022, Swifty Homes was dissolved. The effect of this was that licence ceased to be in force.

(vi) This is not a matter which either Mr Singh or Mr Milasius would reasonably be expected to know, particularly given the advice that Milasius had sought on 25 October 2021. They reasonably believed that the 2019 licence was still effective.

(vii) Mr Singh was uncertain as to when the 2019 licence expired. In April 2025, he checked the Redbridge online Register Portal and was satisfied that the licence had not expired and continued until 15 January 2026. This was one of a number of inquiries which had been made.

(viii) On 4 June 2025, Redbridge informed the Applicants that the property had an HMO licence.

(ix) On 26 June 2025, Redbridge notified Mr Singh that the licence had expired on 20 November 2024. They recognised that there were technical problems with their online portal.

(x) On 16 July 2025, Mr Singh applied for a licence which was granted on 22 September 2025 for a period of five years from the date of the application.

(xi) Mr Singh applied for a licence within a reasonable period of being informed that the HMO licence had expired. A reasonable period for a landlord to gather all the documentary evidence required to make a valid application would be 28 days. Mr Singh made his application within this period.

46. The Tribunal turns to the three-stage test formulated by the Deputy President in *Marigold v Wells*:

> (i) Mr Singh's defence of reasonable excuse is that he reasonably believed that there was an HMO licence in place. The relevant period of the offence is 1 July 2024 to 30 June 2025. In 2019, Mr Singh had applied for a licence which had been granted to Swifty Solutions. The Property was being managed by Mr Milasius through two companies. Mr Milasius had taken reasonable steps to check that there was an HMO licence in place. In April 2025, Mr Singh had sought to satisfy himself that the HMO licence was still in place. He was given inaccurate information by Redbridge. On learning that the HMO licence had expired, he applied to renew it within a reasonable time.
>
> (ii) The Tribunal is satisfied that these facts are proved.
>
> (iii) Viewed objectively, this amounts to a reasonable excuse.

47. In reaching this decision, the Tribunal has regard to the practical realities faced by a landlord in seeking to licence a property. This can only be done online. The process requires a landlord to submit a number of documents before a valid application can be made. Any landlord is required to raise any queries by email. Such a system depends upon a LHA having a functioning online system and an accurate online Register Portal. A LHA must also be able to respond to any emails within a reasonable time. Redbridge did not have such a system. The Tribunal recognises the challenges posed for Redbridge by Covid-19.

48. Given that the Tribunal is satisfied that a defence of reasonable excuse has been established, it is not necessary for us to consider what RROs we might have imposed had we found the offence to be established. In the light of our decision, it is not appropriate to make any order for the refund of the tribunal fees paid by the Applicants.

Judge Robert Latham
15 June 2026

Judge Robert Latham
9 July 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.