



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

Case Reference : LON/00AT/HMG/2025/0626

Property : 25 Bulstrode Avenue, Hounslow TW3 3AA

Applicant : Tamara Dede Larquaye Vanderpuye

Representative : Represent Law Ltd

Respondent : Ranbir Singh Kler

Type of Application : Application for a rent repayment order by tenant

Tribunal : Judge Nicol
Ms F Macleod MCIEH

Date and Venue of Hearing : 13th July 2026;
10 Alfred Place, London WC1E 7LR

Date of Decision : 14th July 2026

DECISION

- 1. The Respondent shall pay to the Applicant a Rent Repayment Order in the sum of £2,700.**
- 2. The Respondent shall also reimburse the Applicant her Tribunal fees totalling £337.**

Relevant legislation is set out in the Appendix to this decision.

Reasons

1. The Applicant resided at 25 Bulstrode Avenue, Hounslow TW3 3AA, from 24th June to 24th December 2024. The Respondent is the freehold owner of the property.

2. The Applicant seeks a rent repayment order (“RRO”) in accordance with the Housing and Planning Act 2016 (“the 2016 Act”). The Tribunal issued directions on 28th May 2025. The original hearing was set for 23rd October 2025 but it had to be adjourned because the Applicant was unable to return from abroad in time and the Respondent had not yet participated in the proceedings, other than to turn up for the hearing.
3. The Tribunal heard the matter on 13th July 2026. The attendees were:
 - The Applicant, represented by Mr Khan from Represent Law; and
 - The Respondent, attended by his parents.
4. The documents available to the Tribunal consisted of:
 - A bundle of 104 pages and a skeleton argument prepared for the Applicant for the original hearing on 23rd October 2025; and
 - A bundle from the Respondent containing the Applicant’s bundle and a further 45 pages of the Respondent’s material.
5. On the last working day before the hearing, the Applicant’s solicitors, unnecessarily, re-filed and re-served the Applicant’s bundle and skeleton argument. The Respondent was not clear if this was new information and drafted a response. The Applicant’s documents contained no new information. There was no basis on which the Tribunal could fairly take into account the Respondent’s new response – he had already had more than sufficient time to respond to the Applicant’s documents since they were first served. Therefore, the Tribunal did not look at the new documents.

The offence

6. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicant alleged and the Respondent admitted that he was guilty of having control of or managing an HMO (House in Multiple Occupation) which was required to be licensed but was not so licensed, contrary to section 72(1) of the Housing Act 2004 (“the 2004 Act”).
7. The property is a terraced house with 7 rooms, occupied by a total of 13 people during the Applicant’s time there, together with shared bathroom and kitchen facilities. Therefore, it was subject to the statutory mandatory scheme.
8. After the Applicant left, the Respondent applied to Hounslow for an HMO licence. It was granted on 14th April 2025, with effect from 28th February 2025.
9. The Respondent said that the property used to have an HMO licence and, according to a screenshot of an email he provided, he applied to renew it on 14th September 2020. In particular, he paid the requisite fee and it was never returned. He said that Hounslow did not try to inspect until

2023. If accepted, this, at the very most, may provide a reasonable excuse for up to 2023 but the Respondent has no explanation for why he did not make another application as soon as he could. He freely admitted that he did not chase Hounslow and that he had not done his paperwork in 2024.

10. Therefore, the Tribunal is satisfied so that it is sure that the Respondent committed the offence of managing and/or having control of the property when it was let as an HMO despite not being licensed and that there was no reasonable excuse.

Rent Repayment Order

11. Further therefore, the Tribunal is satisfied that it has the power under section 43(1) of the Housing and Planning Act 2016 to make a RRO on this application. The Tribunal has a discretion not to exercise that power. However, as confirmed in *LB Newham v Harris* [2017] UKUT 264 (LC), it will be a very rare case where the Tribunal does so. This is not one of those very rare cases. The Tribunal cannot see any grounds for exercising their discretion not to make a RRO.
12. The RRO provisions have been considered by the Upper Tribunal (Lands Chamber) in a number of cases and it is necessary to look at the guidance they gave there. In *Parker v Waller* [2012] UKUT 301 (LC), amongst other matters, it was held that an RRO is a penal sum, not compensation.
13. The law has changed since *Parker v Waller* and was considered in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) where Judge Cooke said:
 14. ... under the current statutory provisions the restriction of a rent repayment order to the landlord's profit is impossible to justify. The rent repayment order is no longer tempered by a requirement of reasonableness; and it is not possible to find in the current statute any support for limiting the rent repayment order to the landlord's profits.
 15. That means that it is not appropriate to calculate a rent repayment order by deducting from the rent everything the landlord has spent on the property during the relevant period. That expenditure will have repaired or enhanced the landlord's own property, and will have enabled him to charge a rent for it. Much of the expenditure will have been incurred in meeting the landlord's obligations under the lease. The tenants will typically be entitled to have the structure of the property kept in repair and to have the property kept free of damp and pests. Often the tenancy will include a fridge, a cooker and so on. There is no reason why the landlord's costs in meeting his obligations under the lease should be set off against the cost of meeting his obligation to comply with a rent repayment order.
 16. In cases where the landlord pays for utilities, as he did in *Parker v Waller*, there is a case for deduction, because electricity for example is provided to the tenant by third parties and consumed

at a rate the tenant chooses; in paying for utilities the landlord is not maintaining or enhancing his own property. So it would be unfair for a tenant paying a rent that included utilities to get more by way of rent repayment than a tenant whose rent did not include utilities. But aside from that, the practice of deducting all the landlord's costs in calculating the amount of the rent repayment order should cease.

53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to considerations of conduct and his financial circumstances. ...
14. In *Williams v Parmar* [2021] UKUT 0244 (LC) Fancourt J held that there was no presumption in favour of awarding the maximum amount of an RRO and said in his judgment:
 43. ... "Rent Repayment Orders under the Housing and Planning Act 2016: Guidance for Local Authorities", which came into force on 6 April 2017 ... is guidance as to whether a local housing authority should exercise its power to apply for an RRO, not guidance on the approach to the amount of RROs. Nevertheless, para 3.2 of that guidance identifies the factors that a local authority should take into account in deciding whether to seek an RRO as being the need to: punish offending landlords; deter the particular landlord from further offences; dissuade other landlords from breaching the law; and remove from landlords the financial benefit of offending.
 50. I reject the argument ... that the right approach is for a tribunal simply to consider what amount is reasonable in any given case. A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.
 15. In *Acheampong v Roman* [2022] UKUT 239 (LC) Judge Cooke sought to provide guidance on how to calculate the RRO:
 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).
- 16. The full amount of rent paid by the Applicant for the period from 24th June to 24th December 2024, at £750 per month, was £4,500. However, she also received Universal Credit (“UC”) on 21st November and 21st December 2024. The calculation for each payment included £750 as the housing element. Under section 44(3) of the 2016 Act, the amount of the housing element must be deducted from the rent when calculating the RRO.
 - 17. Mr Khan conceded that the UC housing element in November must be deducted but argued that, since the Applicant left the property 3 days after the December payment, the deduction should be adjusted, pro rata, to £75. However, UC is paid in arrears. The December UC housing element was clearly paid in relation to the rent at this property and, therefore, also falls to be deducted in full.
 - 18. Further therefore, the maximum amount that the Tribunal could award for the RRO is £3,000 (£4,500 - £1,500).
 - 19. The rent was inclusive of utilities but the Respondent provided no evidence of the relevant costs. He admitted that he was aware of the need to gather and present evidence of the utilities costs but had not done so. Given the total lack of evidence of the relevant costs and the extreme difficulty of calculating one tenant’s share in a house with 7 households with 13 occupiers, it is impossible for the Tribunal to estimate a fair or proper deduction from the amount of the RRO. Therefore, no deduction is made for utilities.
 - 20. The next step is to consider the seriousness of the offence relative both to the other offences for which RROs may be made and to other cases where the same offence was committed. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Tribunal sought to rank the housing offences listed in section 40(3) of the 2016 Act by the maximum sanctions for each. The conclusion was that licensing offences were generally lesser than the use

of violence for securing entry or eviction or harassment, although circumstances may vary significantly in individual cases.

21. It is important to understand why a failure to licence is serious, even if it may be thought lower in a hierarchy of some criminal offences. In *Rogers v Islington LBC* (2000) 32 HLR 138 at 140, Nourse LJ quoted, with approval, a passage from the Encyclopaedia of Housing Law and Practice:

... Since the first controls were introduced it has been recognised that HMOs represent a particular housing problem, and the further powers included in this Part of the Act are a recognition that the problem still continues. It is currently estimated that there are about 638,000 HMOs in England and Wales. According to the English House Condition Survey in 1993, four out of ten HMOs were unfit for human habitation. A study for the Campaign for Bedsit Rights by G Randall estimated that the chances of being killed or injured by fire in an HMO are 28 times higher than for residents of other dwellings.

22. He then added some comment of his own:

The high or very high risks from fire to occupants of HMOs is confirmed by the study entitled “Fire Risk in HMOs” ... HMOs can also present a number of other risks to the health and safety of those who live in them, such as structural instability, disrepair, damp, inadequate heating, lighting or ventilation and unsatisfactory kitchen, washing and lavatory facilities. It is of the greatest importance to the good of the occupants that houses which ought to be treated as HMOs do not escape the statutory control.

23. These comments are based on old data but are just as apposite today as they ever were. The process of licensing effectively provides an audit of the safety and condition of the property and of the landlord’s management arrangements, supported wherever and whenever possible by detailed inspections by council officers who are expert in such matters. Owners and occupiers are not normally expert and can’t be expected to know how to identify or remedy relevant issues without expert help. It is not uncommon that landlords are surprised at how much a local authority requires them to do to bring a property up to the required standard and, in particular, object to matters being raised about which the occupiers have not complained.
24. If a landlord does not apply for a licence, the audit process never happens. As a result, the landlord can save significant sums of money by not incurring various costs which may cover, amongst other matters:
- (a) Consultants – surveyor, architect, building control, planning
 - (b) Licensing fees
 - (c) Fire risk assessment

- (d) Smoke or heat alarm installation
 - (e) Works for repair or modification
 - (f) Increased insurance premiums
 - (g) Increased lending costs
 - (h) Increased lettings and management costs.
25. The prospect of such savings is a powerful incentive not to get licensed. Not getting licensed means that important health and safety requirements may get missed, to the possible serious detriment of any occupiers. RROs must be set at a level which disincentivises the avoidance of licensing and disabuses landlords of the idea that it would save money.
26. In this case, both licences which the Respondent did obtain, namely the one which expired in 2020 and the one which began in 2025, limited occupation to 6 people. According to the Respondent, Hounslow's officer had indicated to him in 2015 that, if he were to apply successfully for planning permission, there was a possibility that the maximum occupancy could be increased to 10, but the Respondent has never taken any steps towards this. He seemed to think that this meant an increase to 10 was just a matter of filling in some forms and should therefore be regarded as the relevant number. This is an unjustified assumption. Neither he nor the Tribunal have any idea whether the planning authority would grant permission or, if it did, whether it would be subject to conditions, nor whether the licensing authority would then amend the licence accordingly.
27. While some of the 13 occupants had been brought in by tenants without the Respondent's knowledge or consent, he had also let several of the rooms to couples. He knew that the Applicant had her 15-year-old son with her. He said that none of his rooms were ever vacant and that the current occupants still include at least one couple.
28. When the Tribunal pointed out that the Respondent appeared to be in breach of his current licence, he queried whether he was supposed then to evict the couple currently in occupation. He seemed to think that he should not. He let the room to the couple despite the limitation on his licence. He accepted that his monthly rental income from this property (before expenses) is around £5,250.
29. What this means is that the Respondent has always been aware that Hounslow's view was that the maximum occupancy at the property was 6 people. Nevertheless, he went ahead and rented it out to more than 6 people. While the property was not licensed he would not be in breach of any such licence conditions. Even now, he thinks that he is doing nothing wrong in letting the property to more people than is permitted. The Respondent's failure to licence is not merely a serious offence. The only way to ensure there is sufficient deterrence against further offending is to ensure that any sanction is proportionate to that aim.

30. Further, under section 44(4) of the 2016 Act, in determining the amount of the RRO the Tribunal must, in particular, take into account the conduct of the respective parties, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of any of the relevant offences. The Respondent does not have any previous convictions. He provided no evidence as to his financial circumstances.
31. As to conduct, the Applicant complained that:
- a) The property was severely overcrowded relative to the maximum permitted occupancy under the previous and future licences.
 - b) The Respondent refused to provide a written tenancy agreement, despite several requests. As a result, the Applicant didn't know how much notice was due to terminate the tenancy and the Respondent didn't respond to her phone calls trying to find out.
 - c) When the Applicant first moved in, the room was dirty to the extent that she concluded it had not been professionally cleaned. The Respondent admitted that viewings had taken place since the room had been cleaned but asserted that it was in a good condition. His bundle included a photo he took of the room on 22nd June 2024 which appeared to show the room in good condition although it was difficult to see how clean it was.
 - d) There was disrepair, including a non-operative stove, a leaking kitchen sink, a leak with resulting mould in her room, a roof leak into the upstairs toilet, electrical faults, and a collapsed ceiling in the upstairs bathroom. The Respondent said he fixed the source of the leak and the bathroom ceiling eventually, as the availability of his contractor allowed, but there was no point patching the wall or getting rid of the water stain in the Applicant's room until she had vacated.
 - e) There was a rodent infestation. The Respondent admitted this but blamed the tenants for leaving the back door and the food bin open. He said he had done all he could with traps and a pest control contractor.
 - f) The property felt unsafe, with shaky bannisters and a lack of fire safety provision. The Respondent said he had installed fire doors, thumb locks, heat detectors and mains-wired fire alarms in 2013 and the relevant parts were renewed during £60,000-worth of refurbishment works in 2023. He asserted that the property was not just in good condition but were the best rooms to rent in Hounslow.
 - g) The security deposit of £750 was not protected in accordance with section 213 of the Housing Act 2004. The Applicant has already taken proceedings in the county court in relation to this and the Respondent said he paid £4,100 to the Applicant's solicitors for the penalty sum and their costs. Despite this, the Respondent gave no indication that he understood the gravity of his default nor any explanation as to why he had not protected the deposit.
32. The main problem with the Respondent's approach was the almost complete lack of evidence to support his assertions, despite a full opportunity to provide it and an apparent understanding of the need to do so. His demeanour and his willingness to admit matters adverse to his case suggested he genuinely believed what he was saying but the Tribunal cannot accept his assertions as to the quality or timing of his

efforts when he could have produced supporting evidence but chose not to.

33. As for the Respondent's complaints, he asserted that, although the Applicant did pay her rent eventually, she was the only tenant who paid her rent late. Further, he asserted that, by not giving notice of her departure, she was still liable to another two months' rent. The RRO is limited to the 6 months for which the Respondent admits the Applicant paid rent, so the notice period is irrelevant. If the Respondent has any claim for an additional two months' rent, it would have to be brought in the county court as the Tribunal has no jurisdiction.
34. Taking into account all the circumstances, the Tribunal concluded that the Respondent's failure to licence was a serious default and warrants a proportionate sanction. In the light of the above matters, particularly the need for deterrence referred to in paragraph 29 above, the Tribunal has concluded that the RRO should be set at 90% of the maximum amount. That produces a final figure of **£2,700** (90% x £3,000).
35. The Applicant also sought reimbursement of the Tribunal fees: a £110 application fee and a £227 hearing fee. The Applicant has been successful in her application and had to take proceedings to achieve this outcome. The Tribunal concluded that it is appropriate that the Respondent reimburse the fees.

Name: Judge Nicol

Date: 14th July 2026

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).

Appendix of relevant legislation

Housing Act 2004

Section 72 **Offences in relation to licensing of HMOs**

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made 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 a reasonable excuse—
 - (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,as the case may be.
- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
- (7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
- (7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.
- (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 serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
 - (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (9) The conditions are—
- (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

- (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.
- (3) A reference to “*an offence to which this Chapter applies*” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

Act	section	general description of offence
1 Criminal Law Act 1977	section 6(1)	violence for securing entry
2 Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3 Housing Act 2004	section 30(1)	failure to comply with improvement notice
4	section 32(1)	failure to comply with prohibition order etc
5	section 72(1)	control or management of unlicensed HMO
6	section 95(1)	control or management of unlicensed house
7 This Act	section 21	breach of banning order

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

- (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.
- (3) A local housing authority may apply for a rent repayment order only if—
- (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

- (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).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
- (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed ***the amount must relate to rent paid by the tenant in respect of***

an offence mentioned in row 1 or 2 of the table in section 40(3) the period of 12 months ending with the date of the offence

an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3) a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
 - (a) the rent paid in respect of that period, less
 - (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) In determining the amount the tribunal must, in particular, take into account—
 - (a) the conduct of the landlord and the tenant,
 - (b) the financial circumstances of the landlord, and
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.