FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BK/HMF/2025/0797**
Property	:	**Flat 94 Castellian Mansions, Castellian Road, Maida Vale, London W9 1HB**
Applicants	:	**(1) Vhairi MOTHERWELL** **(2) Abigail BEDDOWS** **(3) Iris FABRE** **(4) Ella OINONEN**
Representative	:	**Simon Watkins, lay representative**
Respondents	:	**(1) "POCKET RENTING LIMITED C/O DENDRO LIMITED"** **(2) John CONCANNON** **(3) Peter WILKINSON** **(4) Matthew WILKINSON**
Representative	:	**Respondent (1) Not represented** **Respondents (2), (3) and (4) represented by Mr Philip Byrne, Counsel**
Type of application	:	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	:	**Judge T Cowen** **Mr Stephen Mason FRICS**
Date of Hearing	:	**19 June 2026**
Date of Decision	:	**14 July 2026**

SUBSTANTIVE DECISION AND ORDER

ORDER

The Applicants' application for a rent repayment order is refused.

REASONS FOR ORDER

The Property

(1) The Property is a four bedroom flat on the third floor of a mansion block.

The Application

(2) Section 41 of the Housing and Planning Act 2016 allows a tenant to apply to this Tribunal for a rent repayment order ("RRO") against a person who has committed a relevant offence. The relevant offences are listed in section 40.

(3) The Tribunal received from the Applicant tenants on 19 May 2025 an application under section 41 for an RRO. The Applicant alleges that an offence has been committed under section 72 of the Housing Act 2004 which relates to houses in multiple occupation ("HMOs"). That section says that it is an offence for a person to manage or control an unlicensed HMO that was required to be licensed. It is one of the offences listed in section 40.

(4) It is common ground that the Applicants all left the Property on 25 May 2024, which is less than 12 months before the application was received by the Tribunal. At the time of the application, section 41 of the 2016 Act said that an RRO could only be made if the offence was committed in the period of 12 months ending with the date on which the application was made.

(5) So if the alleged offence was committed in the days between 19 May 2024 (which is 12 months before the application was made) and 25 May 2024 (when the Applicants left the Property), then the Tribunal could make an RRO in this case. We shall refer to the period from 19 May 2024 to 25 May 2024 as "the Alleged Offence Period".

(6) At the time of the application and of the alleged offence, section 44 of the 2016 Act said that the amount of any RRO must relate to rent paid by the Applicants in respect of the period of 12 months ending with the date of the offence. Therefore the Applicants in this case would, if the offence is proved against any of the Respondents, be entitled to an RRO for the repayment of rent for the period from 26 May 2023 to 25 May 2024 ("the Relevant Rent Period").

(7) **Renters' Rights Act 2025**: This application was made before 1 May 2026 and the Applicants ceased occupying the Property before 1 May 2026. Therefore none of the changes introduced by the Renters' Rights Act 2025 apply in this case.

The HMO Licence

(8) It is important to state at the outset that in this case there was an HMO licence in respect of the Property (granted by the City of Westminster on 16 November 2021) for a period of 5 years from 30 August 2021 to 29 August 2026. This covers the whole of the Alleged Offence Period and the whole of the Relevant Rent Period. In fact, the HMO licence was in place for the whole of the period of the Applicants' occupation of the Property. The licence is for a maximum of 5 people living as 4 households. There were, as far as we were made aware, only ever a maximum of 4 occupiers during the Relevant Rent Period and the Alleged Offence Period.

(9) The licence holder is named on the licence as Dendrow Limited. The licence also names the managing agent as Dendrow (Peter Wilkinson), by which we understood (from the context and from other correspondence which we saw) that "Dendrow" was a trading name of an agency business of which Peter Wilkinson was a part.

(10) The Applicants do not dispute that there was a valid HMO licence in place for those periods. Their claim in this case is that the Respondents were not the holders of the licence, but that they were "managing" the Property or "having control" of the Property or that they were the landlord of the Property without a licence. The phrases "person managing" and "person having control" are defined in section 263 of the 2004 Act and broadly relate to the person who is in receive of the rent.

The Respondents

(11) The identity of the correct Respondents was really the primary issue in this matter. The starting point is to identify who are named as Respondents in the application form.

(12) Section 4 of the Tribunal's RRO1 application form invites the Applicant to name the "RESPONDENT(S)". In this case, the following appears in that box:

> "POCKET RENTING LIMITED C/O DENDRO LIMITED, JOHN CONCANNON, PETER WILKINSON, MATTHEW WILKINSON"

(13) A single address is given for all of these named parties as "19-20 Bourne Court...Essex IG8 8HD" and then a single "address for correspondence" of "2 The Parade, London W5 2PB".

a. 19-20 Bourne Court was the registered office address of Pocket Renting Limited until 11 October 2023.

b. 19-20 Bourne Court is also given as the correspondence address for the last two directors of Pocket Renting Limited, Peter Wilkinson and John Concannon.

c. 19-20 Bourne Court is the current registered office address of Dendro Limited (company number **07462717**) and of another company with a similar name: Dendrow Limited (company number **07605855**).

d. 2 The Parade is the address listed on the HMO licence for the managing agent, "Dendrow (Peter Wilkinson)".

(14) As a starting point, it is relatively clear that Pocket Renting Limited is intended to be a Respondent. It is also relatively clear that the three individuals named were also intended to be Respondents. What is not clear is the status of Dendro Limited in this application. We shall return to that last issue later.

Pocket Renting Limited: a company in administration

(15) There is a copy of a tenancy agreement ("the AST") in the trial bundle. It is dated 14 July 2023 and grants a term from 1 September 2023 to 31 August 2024.This covers the Alleged Offence Period and most of the Relevant Rent Period. The document is labelled as "Renewal Agreement" and at least one of the Applicants said that she was in occupation of the Property before 1 September 2023, but nothing turns on the status or terms of any previous tenancy agreement.

(16) The landlord is named in the AST as "Pocket Renting Limited c/o Dendro Limited ("The Landlord")". This may be why the Applicants decided to name the landlord this way in the RRO1 application form.

(17) Pocket Renting Limited (company number: **11499369**) is a company in administration. It was placed in administration on 2 October 2023.

(18) Paragraph 43(1) of Schedule B1 to the Insolvency Act 1986 says that the whole of that paragraph applies to a company in administration. Paragraph 43(6) says as follows:

> "No legal process (including legal proceedings, execution, distress and diligence) may be instituted or continued against the company or property of the company except—
>
> (a) with the consent of the administrator, or
>
> (b) with the permission of the court."

(19) There is no evidence that any such permission has been sought or granted.

(20) Pocket Renting Limited was a company in administration at the date of the issue of the application and at the date of the hearing. The application therefore cannot be brought or continued against Pocket Renting Limited.

(21) We have therefore decided to exercise our power under rule 10(1) of the 2013 Rules to remove Pocket Renting Limited as a party.

(22) The Applicants' representative did not seek to pursue the RRO application against Pocket Renting Limited in any event, because he said that there would be little chance of enforcing any order against it.

The Individuals named as Respondents

(23) The Applicants indicated during the hearing that they were not pursuing a claim for an RRO against John Concannon and Matthew Wilkinson. They would only pursue the application against Peter Wilkinson for reasons explored later in this decision.

Dendro Limited

(24) The status of "Dendro Limited" on the application form (and therefore in these proceedings) is not at all clear. "Dendro Limited" appears on the application form as a "c/o" (care of) destination for Pocket Renting Limited.

(25) The ordinary meaning of that phrase would indicate that Dendro Limited is being named simply as a post-box address for Pocket Renting Limited, **not as a party in its own right**.

(26) However, the Applicants produced evidence of rental payments in the form of screen shots from mobile phone banking apps. Over the Relevant Rent Period the following different payees were shown:

- Dendro Limited
- Dendre Limited
- DENDRO LTD CSA
- DENDRO LTD (SA)
- New Dendrow Acc

(27) The Applicants invited us to treat Dendro Limited as a Respondent and make an RRO against it on the grounds that it was receiving rent but was not licensed by the HMO licence to manage or be in control of the Property.

(28) We will deal below with the question whether Dendro Limited should be regarded as a Respondent.

The remaining (potential) Respondents

(29) At the hearing, the Applicants were therefore pursuing an RRO only against the following (potential) Respondents:

- Peter Wilkinson
- Dendro Limited

(30) We will address the claim against each of those parties in more detail below.

The Hearing

(31) The hearing took place in person at 10 Alfred Place, London WC1E 7LR on 19 June 2026. The Applicants were represented by Simon Watkins, a lay representative, who is a family friend of one of the Applicants, with the agreement of each of the Applicants. Each of the Applicants also gave oral evidence.

(32) Mr Philip Byrne, counsel, represented the following individuals, all of whom were named as Respondents:

- John CONCANNON (against whom the claim was eventually not pursued)
- Peter WILKINSON
- Matthew WILKINSON (against whom the claim was eventually not pursued)

(33) We gave Mr Watkins permission to be heard as the Applicants' representative, after Mr Byrne indicated that he had no objection to that.

(34) Neither Pocket Renting Limited nor Dendro Limited were represented. Pocket Renting Limited has, in any event, been removed as a party.

Absence of Dendro Limited - Rule 34 of the 2013 Rules

(35) Dendro Limited was absent and unrepresented. In the absence of a party, we are required by rule 34 of the Tribunal (Procedure) (First-Tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules") to consider whether to proceed with the hearing in the absence of that party.

(36) We were satisfied that Dendro Limited had been notified of the hearing. Peter Wilkinson, who was represented in his personal capacity, is registered at Companies House as the sole person with significant control of Dendro Limited. We are satisfied that he received notice of the hearing and that he would have seen that Dendro Limited was named in the list of Respondents. Through Mr Wilkinson (in his capacity as a decision maker for Dendro Limited), Dendro Limited would thereby have been in a position to decide whether to be represented and whether to attend. In addition, for the reasons set out above, it is not clear in any event whether Dendro Limited is a party. We therefore decided that it was in the interests of justice to proceed in the absence of Dendro Limited being formally represented.

The section 72 Offence

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

(38) The offence which they allege is expressed in the application form as follows:

THE GROUNDS FOR MAKING THE APPLICATION ARE THEY MANAGE / OPERATE A HMO WITHOUT THE CORRECT NAMED LANDLORD ON THE LICENSE [SECTION 72 HOUSING ACT 2004].
THE CONTRACT WAS MADE WITH 'POCKET RENTING LIMITED C/O DENDRO LIMITED' AND THE LICENSE IS UNDER 'DENDROW LIMITED'

(39) Section 72(1) and (1A) of the 2004 Act define the offence as follows:

> "(1) **If an HMO is required to be licensed under this Part … but is not so licensed**, an offence is committed by—
>
> (a) any person within subsection (1A), and
>
> (b) any person who as landlord under a tenancy or licensor under a licence to occupy has an estate or interest in, or a right in relation to, the HMO that is superior (whether directly or indirectly) to the estate, interest or right of any person within subsection (1A).
>
> (1A) The following are within this subsection—
>
> (a) any person having control of or managing the HMO, and
>
> (b) any person who is the landlord or licensor in relation to a person occupying the HMO under a tenancy or licence.
>
> (**our emphasis added in bold**)

(40) The bold highlighted words demonstrate that the section 72(1) offence is only committed if the HMO **is not** licensed. It seems to us that the plain meaning of the statute is that the section 72 offence cannot be committed where the HMO **is** licensed, regardless of who is managing or having control or acting as landlord.

(41) That does not mean that no section 72 offence could be committed in relation to an HMO which is licensed. Section 72(2) creates an offence of allowing into a licensed HMO more people than are authorised by the licence. Section 72(3) creates an offence of failing to comply with the conditions of a licence.

(42) There was no allegation nor any evidence in this case from which we could conclude that any offences under sections 72(2) or 72(3) had been committed.

(43) There is nothing, as far as we are aware, to prevent an HMO licence holder from delegating its functions to another person or company (such as a managing agent), unless that is expressly prohibited by the terms of the licence itself.

(44) There does not appear to be any higher court or Upper Tribunal decision on this issue. The closest we could find was the case of *Taylor v Mina An Ltd*

[2019] UKUT 249, which concerned an HMO licence holder who had sold the premises to a new owner. The new owner tried to rely on the old licence, which had not yet been officially revoked. The Upper Tribunal decided that the new owner had committed the offence, because section 68(6) of the 2004 Act says that licences cannot be transferred. The Upper Tribunal did not seem to consider the wording of section 72(1) at all. It could be argued from the decision in that case that the offence can be committed in circumstances where there is a licence in place, but in the wrong name. But the facts and rationale in that case are very different from our case.

(45) If we are right on this point, it would follow that the offence as alleged in the application form is incapable of being an offence at all.

(46) However, the issue we have discussed in this section was not raised at the hearing at all. We have therefore not heard any argument on it from the parties.

(47) We will therefore also decide the points which were argued before us. Given the decision we have reached on all those points, we have decided that it would not be proportionate to seek further submissions from the parties on this section 72(1) issue.

<u>The evidence</u>

(48) The relevant parts of the section 263 definition of "person managing" and "person in control" in this case related to the receipt of rent. Is there any evidence that either Dendro Limited or Mr Wilkinson were in receipt of rent?

<u>Dendro Limited</u>

(49) Our primary view is that Dendro Limited was probably not formally a Respondent, because of the way it is named in the application form as "Pocket Renting Limited c/o Dendro Limited" - see our reasoning above. If Dendro Limited was not a party in the first place, it cannot be added as a Respondent at this stage, because the Applicants are now outside the 12 month deadline (see *Gurusinghe v Drumlin* [2021] UKUT 268).

(50) There is, however, potential ambiguity in the matter, especially since Dendro Limited is named in the headnote of previous tribunal directions[1]. Therefore because of that and because most of the evidence and submissions of the Applicants were directed against Dendro Limited, we will address and decide those issues in any event.

(51) Most of that evidence was seeking to prove that Dendro Limited was unlawfully receiving rent from the Applicants. In our judgment, the evidence was inconclusive and confusing.

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[1] We have adopted a similar approach to headnote here (albeit with inverted commas) to demonstrate that this is an issue which needed resolving.

(52) As noted above, the Applicants' own evidence (in the form of screenshots of mobile phone banking apps) showed a number of different variations of the spelling and naming of the payee of the rent payments.

(53) In addition, the Applicants' evidence was that some of these entries (eg "Dendre Limited" and "New Dendrow Acc") were the result of a "typo" by the relevant Applicant while making entries into her banking app. There is, for example, no company with the name "Dendre Limited" registered at Companies House in the UK. Everyone agreed that none of the parties in this case ever used Dendre as a trading name. The fact that the banking app continued to show that name as a payee was because, according to the Applicants, all their banking apps (for various different banks) at the time of these payments recorded whatever name the payer entered, regardless of whether it matched the real name of the payee account-holder. The banks later changed their practice to ensure that the names of payee accounts always matched the correct account name. But that new practice only started after the Applicants had stopped paying rent for this Property.

(54) What this means is that we have no reliable evidence of the actual name of the company which was the account holder for the payee of the Applicants' rent payments.

(55) On top of that are the following additional pieces of evidence:

a. A number of the screenshots we were shown were clearly a list of search results after the phone user entered "Dendro" as a search term. These were not therefore necessarily complete bank records of payments made, but were showing only selective search results.

b. As well as the self-confessed confusion displayed by some of the Applicants while operating their banking apps, there was evidence that Mr Wilkinson and Mr Concannon were also occasionally confused by the various similar names of the companies they operated and the trading names they used. For example:

   i. The HMO licence is in the name of Dendrow Limited, but no company number is quoted.

   ii. John Concannon (one of the named individual Respondents against whom the Applicants are no longer proceeding) filed a Statement of Case dated 6 February 2026. It was headed Dendrow International Limited, which is a name that does not appear anywhere else in the papers.

   iii. In that statement of case, Mr Concannon stated that the licence was in the name of Dendro Limited, when in fact it appears to be in the name of Dendrow Limited.

   iv. We noted that the words Dendro and Dendrow, while appearing different in writing, sound the same.

v. Dendrow Limited is not a trading entity. It has no evidential connection to the Property other than the HMO licence. It is not at all clear why the people operating these companies and managing the properties would have gone to the effort and expense of deliberately obtaining a licence in the name of one company and then managing the Property in the name of another, if that is indeed what happened. In our judgment, hey were doing their best to comply with the law. They would have gained nothing (and risked much) by deliberately obtaining a licence in the wrong name.

c. We could not even be certain that the City of Westminster had granted the licence in the name of the same company which made the application. We note that the manager named on the licence is "Dendrow" as a trading name of Mr Wilkinson. We have seen no copy of the application and there is no company number on the licence. Given the confusion of all the parties in this case, we cannot be sure that it was Dendrow Limited which applied for the licence or that the City of Westminster genuinely intended to grant a licence to Dendrow Limited in all the circumstances.

(56) In our judgment, the evidential effect of all this is that we cannot find beyond reasonable doubt (a) that Dendro Limited was controlling or managing the Property at all or (b) that it was doing so without an HMO licence.

(57) We therefore find that the offence is not proved against Dendro Limited and we have no basis on which to make an RRO against Dendro Limited.

Peter Wilkinson

(58) The "Notice of Intention to Grant a Licence" dated 16 November 2021 says that the Council is "satisfied" of a number of matters including the following:

- The licence holder is the most appropriate person to be the licence holder of the house.
- The **licence holder** is a fit and proper person
- The manager of the house is either the person having control of the house or a person who is an agent or employee of the person having control of the house.
- The **manager of the house** is a fit and proper person to be the manager of the house.

(**our emphasis added**)

(59) The "manager of the house" is intending to refer to someone other than the "licence holder" and so the "manager of the house" can only be Peter Wilkinson (trading as "Dendrow"), who is named in the licence as the managing agent.

(60) There are references throughout the conditions of the licence itself to management functions being carried out by the manager. According to the true meaning of its wording, the licence itself specifically permits Mr Wilkinson to manage the Property. It is difficult to imagine how in those circumstances he could be said to have been committing an offence under section 72 of managing or being in control of the Property without a licence. He was doing so expressly within the terms of a licence.

(61) The Applicants' case against Mr Wilkinson involves another element. They say that he had somehow unlawfully removed their deposit from the deposit scheme.

(62) The Applicants had paid a deposit of £3,208.85 which was protected by a Deposit Protection Certificate issued by "mydeposits". The certificate is signed by Peter Wilkinson as the agent of the landlord and Vhairi Motherwell (one of the Applicants) as "lead tenant".

(63) That particular scheme (as explained in the certificate itself) works as a guarantee of the deposit by mydeposits - akin to an insurance policy. The deposit money itself is retained by the landlord and is guaranteed by mydeposits. Mydeposits does not hold the tenants' deposit money.

(64) It is therefore not possible for Mr Wilkinson to have removed any money from the mydeposits scheme, because there was no money to be removed. We have no evidence at all as to where the deposit money is now.

(65) The Applicants' allegation seems to be based on an email received by Ms Motherwell in February 2024 from mydeposits informing her that the deposit was no longer protected. She said that she called mydeposits and was told that the only person who could remove the protection is the person who signed it, in other words Peter Wilkinson. We did not see the email and we did not hear any evidence from anyone at mydeposits.

(66) The explanation apparently given to Ms Motherwell simply did not make any sense and cannot be correct. The whole point of the deposit scheme is to protect the tenants' money from a potentially unscrupulous landlord. If a landlord could unilaterally remove the protection during the term, then the deposit protection scheme would be no protection at all.

(67) In reality, we have no way of knowing whether the tenancy deposit protection was lost; or, if it was, the reason. The loss of protection may have been linked to the landlord going into administration but that would be pure speculation on our part.

(68) It is possible that either the person Ms Motherwell spoke to gave erroneous information or Ms Motherwell herself misunderstood it. Either way, in reality we have no evidence to support the Applicants case that Mr Wilkinson had personally removed or otherwise meddled in the deposit money.

(69) In our view, even if he did, this would not have amounted to an offence under section 72 as alleged.

(70) There is no evidence that Mr Wilkinson personally received any rent payment.

(71) There is no credible evidence that Mr Wilkinson committed the alleged offence and we therefore cannot make an RRO against him at all.

Reasonable excuse

(72) Even if there were prima facie evidence of an offence committed by either of the remaining Respondents, we would have no hesitation in finding that there was a reasonable excuse because there was an HMO licence, the Respondents made efforts to obtain n HMO licence and they clearlyand reasonably believed that there was an HMO licence in the name of the correct party.

Amount of RRO

(73) Even if we did have the power in this case to award an RRO we would exercise our discretion not to do so (or to reduce it to 0% of the rent). This would reflect the fact that there was an HMO licence in the hands of the group of people and companies manging the Property. This means that any offence which might have been committed would be of the most technical nature. It would be at the very lowest seriousness level of offences and any such technical breach could not have been responsible for any of the problems experienced by the Applicants during the course of the tenancy.

Other evidence

(74) We also heard evidence about the circumstances in which the Applicants came to leave the Property, including eviction proceedings brought by receivers appointed by a mortgage lender in respect of a debt owed by the freeholder of the Property, Chrystalla Wilkinson. This must have been very distressing for the Applicants, but was completely unrelated to the HMO licence.

(75) None of that evidence was relevant to the matters which we needed to decide in order to dispose of this application, so we make no findings about those matters.

Conclusion

(76) In all circumstances, we find there is no evidence beyond reasonable doubt that the alleged offence was committed by any of the Respondents during the Alleged Offence Period, or at all.

(77) We must therefore dismiss this application.

Name: Judge T Cowen **Date:** 14 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).