FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HH/HMB/2025/0605
Property	**:**	Flat 3, 503 Babbacombe Road, Torquay, Devon, TQ1 1HL
Applicant	**:**	John Jospeh Dennis Harrity
Representative	**:**	
Respondent	**:**	EX1 Ltd
Representative	**:**	Mr O Salaam, director
Type of Application	**:**	Application for a rent repayment order by Tenant Sections 40, 41, 42, 43, 44 & 45 of the Housing and Planning Act 2016
Tribunal members	**:**	Regional Judge Whitney Mrs J Coupe FRICS Mr M Jenkinson
Date of hearing	**:**	26 March 2026
Date of decision	**:**	24 June 2026

DIRECTIONS

Background

1. On 8 September 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the Applicant tenant for a rent repayment order (RRO) against the Respondent landlord. The amount claimed is £6,400.00 for the period 22 April 2024 to 22 December 2024.

2. The application is made alleging an offence in relation to the eviction or harassment of occupiers.

3. Directions were issued on 23 January 2026. Those listed the matter for a remote hearing and for the Applicant to supply an electronic hearing bundle.

Hearing

4. The hearing was attended by the Applicant in person. Mr Omar Salaam attended as a director of the Respondent. Also in attendance were Mr John Paul Harrity and Ms Rosie Harrity. Both were witnesses for the Applicant. Ms Harrity was attending remotely from Malaysia with the Tribunal's prior permission.

5. The Tribunal had an electronic hearing bundle of 183 pdf pages together also with various videos clips and a bundle of photographs running to 40 pdf pages. References in [ ] are to the hearing bundle and P[] are to the photograph bundle.

6. The hearing was recorded and the below is a precis of the same.

7. Mr Harrity explained he was suggesting his family was harassed and illegally evicted. He stated that he had been subject to verbal insults and believed the landlord "gas lit" him. He explained he had received Universal Credit but had not produced copies of any statements as he did not realise that these were required. Universal Credit only paid a proportion of the rent and not all.

8. He confirmed both of his statements at [20-32 & 42-43] were true.

9. Mr Salaam then cross-examined Mr Harrity.

10. Mr Harrity suggested that the email [91] was not a fair reflection of the meeting and was an example of Mr Salaam gas lighting him.

11. Mr Harrity suggested that ~~in~~ the messages from Kai Salaam (Mr Omar Salaam's son) at [49] were offensive when he used words like "stupidity". He also relied on P[2] and the use of a laughing emoji. He felt it was grossly offensive Kai suggesting he and his family made the property uninhabitable.

12. Mr Harrity suggested that at the meeting with Mr Salaam he used this as an opportunity to carry out an inspection. He stated Mr Salaam forced his way into this. He suggested that Mr Salaam instructed Petter Bond (a groundsman) to enter the property without consent.

13. He further suggested that the emailing of formal notices of breach was harassment when for issues that he described as ludicrous.

14. Mr Harrity agreed the meeting at the Property was to discuss the flood. He said he objected to Mr Salaam inspecting the Property. He stated that Mr Salaam saw damp in the bedrooms. The question of damp was not in his opinion part of the agenda for the meeting.

15. Mr Harrity agreed part of the meeting was not recorded.

16. Mr Harrity agreed his family had damaged walls and shower. He agreed he had not paid for the shower and agreed he had said he would pay and so this money was owed.

17. On questioning by the Tribunal Mr Harrity explained he and this family did not live at the Property after the flood. He lived at friends and his wife and daughter with other friends. They then moved in with his sister prior to moving to ~~a~~ new permanent accommodation on 2 February 2025.

18. Ms Harrity then gave evidence. She confirmed her statement was true [167]. She was shown photo P[27].

19. She confirmed she did not take the photograph. It showed what she would call a concrete floor. It was not carpeted or tiled. She thinks she saw this at about 7 or 8 January when helping her brother move his belongings out of the property.

20. Mr John Paul Harrity confirmed his statement was true [168].

21. On cross examining he confirmed the floor looked like bare concrete. He explained he was present to help move belongings out of the property. He confirmed he was not a flooring expert and could not dispute that there was a latex coating on the floor.

22. This finished the evidence for the Applicant.

23. Mr Salaam then gave evidence. He confirmed his statement was true [38-41].

24. He was cross examined.

25. He denied that Kai was verbally abusive. He accepted that Kai and the Applicant had a fractious relationship. He stated that the Applicant was abusive to Kai on the telephone. He accepted Kai had been unprofessional and he had taken this up with Kai.

26. He did not think Kai should have referred to “unhygienic conditions”. He explained that the Applicant when communicating with Kai over the flood rectification works was calling and texting and the discussions were fractious. He explained that discussions, by phone and text, between the Applicant and Kai regarding the flood rectification works, were fractious.

27. Mr Salaam stated all relationships were good until the second flood. He stated he took over dealing from Kai due to the breakdown in the relationship.

28. He stated he tried to have a face to face meeting to agree a way forward. He did not believe the Applicant wanted to resolve matters. Mr Salaam felt the Applicant’s body language was threatening.

29. Mr Salaam stated that [33] and [91] were emails showing that all got tied up in semantics over the inspection. He stated this was not harassment.

30. When referred to the transcript of the meeting [74] Mr Salaam stated this was a statement of fact as to what would happen if he pursued the legal route. He referred to the fact the first flood was admitted to be caused by the Applicant’s daughter. He stated the second flood was on the basis of evidence provided by the Applicant caused by a build up of fats.

31. Mr Salaam stated he believed the Applicant was aggressive at the meeting. At one point he felt intimidated and asked the Applicant to stop such behaviour. He agreed the Applicant did and the meeting continued.

32. Mr Salaam stated the purpose of the meeting was to try and resolve issues arising because of the flooding. He wanted to achieve a mutually agreeable solution. He wanted the Applicant to work with him to ensure the costs were reduced.

33. Mr Salaam confirmed that Mr Bond was employed to undertake external works. He would not require internal access. Mr Salaam sated he understood Mr Bond attended to brush up leaves and started work, then the Applicant came out of the Property and was aggressive. Mr Salaam stated Mr Bond categorically did not enter the Property. His role was to hoover up leaves from the shared areas.

34. Mr Salaam agreed he gave notice of all the breaches he believed existed. He then arranged for a Section 21 notice to be served on the Applicant. At that point the Applicant voluntarily gave notice.

35. In closing Mr Salaam denied harassing the Applicant. He suggested this claim was only issued as a result of the County Court claim being pursued by the Respondent against the Applicant.

36. In reply Mr Harrity explained he had not been aware that he could apply for a Rent repayment Order until shortly before he made the application. He believed he had been subject to a retaliatory eviction. He suggested there was a litany of issues and he had been baited to make him aggressive.

Decision

37. **We find that no criminal offence pursuant to The Protection from Eviction Act 1977 s.1(2), (3) or (3A) has been proved beyond reasonable doubt to have been committed by the respondent. As a result the application fails and the claim is dismissed.**

38. We note that the Applicant admitted he was in receipt of Universal Credit. No details of the payments received were within the hearing bundle. After the hearing the Applicant did send to the Tribunal evidence of the Universal Credit payments made.

39. The relevant law for the offences alleged under the Protection of Eviction Act 1977 ("the 1977 Act") is set out below:

Section 1 Unlawful eviction and harassment of occupier.

(2)If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3)If any person with intent to cause the residential occupier of any premises—

(a)to give up the occupation of the premises or any part thereof; or

(b)to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A)Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a)he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b)he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises

40. It appears to be common ground that prior to the flood on 26 November 2024 relations had been cordial. After this flood both sides agree relations deteriorated leading to the Applicant and his family vacating the Property on or about 8 January 2025. The Applicant vacated having given notice of his intention to the Respondent.

41. We note that Mr Harrity referred to certain events relating to in particular OVO Energy which took place after he vacated. We are satisfied such events cannot amount to providing any offence under the 1977 Act. We accept they may be used as evidence of conduct by the Respondent towards the Applicant however we are not satisfied on the evidence advanced that it can be proved that the Respondent had caused the energy company to pursue the Applicant for a debt which was not his responsibility.

42. We are not satisfied on the evidence before us that the offences have been proved beyond reasonable doubt.

43. Both sides agree there was a flood. We are satisfied that the Respondent acting by Kai Salaam and latterly Omar Salaam took steps to remedy the same. The flood of itself would have been traumatic for the Applicant and his family. We accept that Kai Salaam was rude. Mr Omar Salaam accepted this and apologised. Such rudeness is not of itself in our judgment harassment such as to amount to an offence of harassment under the 1977 Act. In any event the actions of Mr Omar Salaam in taking over conduct of matters from his son demonstrate that even if rude and unnecessary this was not in our judgment conduct which could be said to be harassment.

44. Further the Applicant relies upon a meeting on 29 November 2024. We have listened to the recording. We are satisfied that it was Mr Harrity who had an aggressive demeanour at that meeting in our judgment. Mr Salaam drew this to his attention at the meeting. It was in our judgment plain the meeting had been jointly agreed to. Having taken all the evidence we had before us of the meeting including the transcript, the recording and the oral evidence of each party we are not satisfied that any of the actions of Mr Omar Salaam at that meeting amounted to harassment.

45. It is suggested that Mr Bond may have crossed the threshold of the Property. Whilst we did not hear from Mr Bond on the evidence before

us we were not satisfied that Mr Bond did enter the Property. Even if we were wrong on the evidence given to us we would not be satisfied beyond reasonable doubt that this amounted to a breach of the 1977 Act.

46. As to the question of unlawful eviction we find that Mr Harrity gave voluntary notice and vacated the Property in accordance with the same. The service of a section 21 notice and the various notices of breach do not in our judgment amount to unlawful eviction. A prudent landlord might in our judgment given notice of all alleged breaches prior to bring possession proceedings. The service of a section 21 Notice was a legitimate means at that time for the Respondent to seek possession. Mr Harrity could have remained, however on his own evidence he chose to move and made arrangements for new accommodation.

47. We have stood back and looked at the totality of the evidence to consider whether as a course of conduct these amount to a breach of the 1977 Act.

48. Mr Salaam candidly admitted mistakes, including the behaviour of his son. He apologised for this and we find his apology was genuine. It was plain he felt relations had broken down and did not look to apportion blame between his son and Mr Harrity.

49. Much was made of the fact that a floor had not been tiled or carpeted by 7 January 2025. What the photo to which the witnesses refer show is a recently treated floor, whether concrete or latex is perhaps irrelevant. Works had clearly been undertaken and given all parties agreed flooding was the cause of the need for works using our expertise we would expect the landlord to await until all was fully dry before covering the new screed. It is clear from the photograph the screeding was undertaken to a good standard.

50. Overall we find that Messrs Salaam acted to remedy the damage caused by the flood. It is not suggested that the respondent deliberately caused the flood and in our judgment the Respondent acted properly and reasonably in remedying the same. We accept the Applicant may have been frustrated by these events but this is not the same as a breach of the 1977 Act.

51. Standing back we are satisfied that no offence under the 1977 Act has been proved to the criminal standard of beyond reasonable doubt on the evidence before us. If no offence has been committed then an application for a rent repayment order fails and must be dismissed.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

Explanation of the Tribunal's jurisdiction to make a Rent Repayment Order

1. The **issues** for the Tribunal to consider include:

Whether the Tribunal is satisfied beyond a reasonable doubt that the landlord has committed one or more of the following offences:

	Act	*Section*	*General description of offence*
1	Criminal Law Act 1977	s.6(1)	violence for securing entry
2	Protection from Eviction Act 1977	s.1(2), (3) or (3A)	unlawful eviction or harassment of occupiers
3	Housing Act 2004	s.30(1)	failure to comply with improvement notice
4	Housing Act 2004	s.32(1)	failure to comply with prohibition order etc.
5	Housing Act 2004	s.72(1)	control or management of unlicensed HMO
6	Housing Act 2004	s.95(1)	control or management of unlicensed house
7	Housing and Planning Act 2016	s.21	breach of banning order

Or has a financial penalty[1] been imposed in respect of the offence?

(i) What was the date of the offence/financial penalty?

(ii) Was the offence committed in the period of 12 months ending with the day on which the application made?

(iii) What is the applicable twelve-month period?[2]

(iv) What is the maximum amount that can be ordered under section 44(3) of the Act?

(v) Should the tribunal reduce the maximum amount it could order, in particular because of:

[1] s.46 (2) (b): for which there is no prospect of appeal.
[2] s.45(2): for offences 1 or 2, this is the period of 12 months ending with the date of the offence; or for offences 3, 4, 5, 6 or 7, this is a period, not exceeding 12 months, during which the landlord was committing the offence.

(a) The conduct of the landlord?

(b) The conduct of the tenant?

(c) The financial circumstances of the landlord?

(d) Whether the landlord has been convicted of an offence listed above at any time?

(e) Any other factors?

2. The parties are referred to The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for guidance on how the application will be dealt with.

Important Note: Tribunal cases and criminal proceedings

If an allegation is being made that a person has committed a criminal offence, that person should understand that any admission or finding by the Tribunal may be used in a subsequent prosecution. For this reason, he or she may wish to seek legal advice before making any comment within these proceedings.