



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

Case Reference : HAV/00HB/HMF/2025/0633

Property : 519 Stapleton Road, Eastville, Bristol
BS5 6PE

Applicant : Mr Javier Valverde Moral

Representative : ----

Respondent : Dr Justna Muhith

Representative : ----

Type of Application : Application for a rent repayment order by
Tenant
Sections 40, 41, 42, 43 & 45 of the Housing
and Planning Act 2016

Tribunal Members : Judge J Dobson
Ms P Gravell

Date of Hearing : 25th June 2026

Date of Decision : 20th July 2026

DECISION

Summary of the decision

- 1. The Tribunal is satisfied beyond reasonable doubt that the Respondent landlord committed an offence under section 72 of the Housing Act 2004 from 22nd November 2024 to 28th February 2025.**
- 2. The Tribunal has determined that it is appropriate to make a rent repayment order in favour of the Applicant.**
- 3. The Tribunal makes a rent repayment order in favour of the Applicant in the sum of £432.00. The payment is to be made within 28 days of this order.**
- 4. The Tribunal determines that the Respondent pay the Applicant £200.00 as part reimbursement of Tribunal fees, to be paid within 28 days.**

Application and background

5. By an application dated 17th November 2025 [5- 13], the Applicant applied for a rent repayment order in respect of rent paid for a period, of 12 months, although the specific period was not identified. The amount claimed was £480.00 per month so in total £5760.00. The application was submitted comfortably in time.
6. The application was brought on the ground that the Respondent had committed an offence pursuant to section 72 of the Housing Act 2004 of failure to hold a licence from 4th August 2024 for a house in multiple occupation (“an HMO Licence”) and which required an Additional HMO Licence, being 519 Stapleton Road, Eastville, Bristol BS5 6PE (“the Property”). That possessed 4 bedrooms of different sizes, each given a different description and level of rent. In addition, there is a bathroom, a living room and a kitchen.
7. The Respondent is the owner of the Property. The Applicant was the tenant of a room at the Property, the particular room varying during the period of his occupation and commencing with a smaller room and moving to larger ones. The Applicant asserted that there were at least 3 tenants and at various times more than that.
8. A written tenancy agreement was entered into in respect of the first room. The Applicant said that no later agreement was signed, but in the bundle one for the last room and last rent level was produced [107- 113]. The Respondent said in the hearing that she had sent it to the Applicant and he had not signed it and so she sent it again later. In any event, there was a signed agreement (“the Agreement”) for the relevant room for the relevant period and the Tribunal finds it unnecessary to go beyond that. The rent covered the period from 28th of a month to 27th of the next month, payable by 27th of each month.

9. It was not asserted by the Respondent that there was in fact a HMO licence for the Property at any time or that a fully completed application was at any time applied for.
10. Directions [14- 21] were given on 10th April 2026 by a Legal Officer in the usual terms for cases of this broad nature, providing for the parties to provide details of their cases and the preparation of a hearing bundle. The final hearing was listed as video proceedings.
11. The Applicant provided a hearing bundle comprising 250 pages, although only after the issue of further Directions prepared on 22nd June 2026 but retaining the date of 10th April in error [22- 26]. The Applicant originally provided a defective bundle of only some of his case. The hearing bundle contained a number of duplicates and more problematically poor copies rendering various text messages in particular difficult to read.
12. The Tribunal refers to pages of the bundle where relevant. Insofar as it does so, references are to PDF numbering and page numbers are shown in square brackets [].
13. In principle and apply guidance of the Senior President of Tribunals, the Tribunal should try to keep its reasons succinct. It is obvious from the length of this Decision that the numerous issues raised in this case and the need to address those has caused the Tribunal to fail to do that.

The law and jurisdiction in relation to Rent Repayment Orders

14. Rent repayment orders are one of a number of measures introduced with the aim of discouraging “rogue” landlords and agents and to assist with achieving and maintaining acceptable standards in the rented property market. The relevant provisions relating to rent repayment orders are set out in sections 40 -46 Housing and Planning Act 2016 (“the 2016 Act”), not all of which relate the circumstances of this case.
15. Section 40 gives the Tribunal power to make a rent repayment order where a landlord has committed a relevant offence. Section 40 (2) explains that a rent repayment order is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant (or where relevant to pay a sum to a local authority).
16. Section 41 permits a tenant to apply to the First-tier Tribunal for a rent repayment order against a person who has committed a relevant offence, including the offence mentioned at paragraph 7 above, if the offence relates to housing rented by the tenant and the offence was committed within the period of 12 months ending with the day on which the application is made.
17. Under section 43, the Tribunal may only make a rent repayment order if satisfied, beyond reasonable doubt in relation to matters of fact, that the landlord has committed a specified offence (unless the landlord has been convicted). Where reference is made below to the Tribunal being satisfied

of a given matter in relation to the commission of the offence, the Tribunal is satisfied beyond reasonable doubt, whether stated specifically or not.

18. It has been confirmed by established case authorities that a lack of reasonable doubt, which may be expressed as the Tribunal being sure, does not mean proof beyond any doubt whatsoever. Neither does it preclude the Tribunal drawing appropriate inferences from evidence received and accepted. The standard of proof relates to matters of fact. The Tribunal will separately determine the relevant law in the usual manner. The standard of proof for matters found by the Tribunal other than in respect of the question of whether the offence was committed by the landlord is the balance of probabilities.
19. Where the application is made by a tenant, and the landlord has not been convicted of a relevant offence, section 44 applies in relation to the amount of a rent repayment order, setting out the maximum amount that may be ordered and matters to be considered –discussed further below.
20. The relevant offences are firstly those identified in various sections of the Housing Act 2004 (“the 2004 Act”). One of those offences is being in control of or managing a licensable HMO without a HMO Licence being in place, pursuant to section 72(1) of the 2004 Act. That enables others than only the landlord to be guilty if an offence, although it is only a landlord who commits such an offence who can be the subject of a rent repayment order. Section 72(4)(b) of the 2004 Act provides a statutory defence for the period where a duly completed licence application has been submitted to the local authority and has not been determined.
21. The other relevant offences under the 2004 Act relate to other aspects of housing management offences. Relevant offences can also be committed under section 21 of the 2016 Act and under older legislation in relation to unlawful eviction and violence to secure entry.

The Hearing

22. The Applicants and Respondent attended the hearing remotely, representing themselves. There was one other attendee when it was time for her to give evidence, namely Magdalena Organiszczak, a former tenant.
23. The Tribunal identified the documents received and explained the steps which were required to be taken. The Tribunal particularly explained that it had to decide that the evidence demonstrated to a criminal standard that the offence had been committed and that if the Tribunal determined that there may be an offence, the Tribunal would be required to specifically consider whether there was a defence that there was a reasonable excuse for the Property being unlicensed. The Tribunal set out the elements of the alleged offence.
24. A significant issue arose at the start of the hearing which wasted a good part of the hearing time. That issue, raised, by the Respondent, was that the bundle as amended pursuant to the further Directions had also added in new material. The Respondent was quite right to raise that. Directions

had been very clear as to permitted contents and a hearing bundle is absolutely not a time at which it is permissible to adduce further evidence not seen before by the other party- hence the reason for the clarity in the Directions. The Respondent particularly identified a timeline prepared by the Applicant and other commentary.

25. The Tribunal noted that the bundle included multiple copies of some documents, which there ought not to be but where in practice those additional documents could be ignored. That was a lesser problem. The greater problem lay with material which should be included at all. It was established that fell into two categories- material provided to the Respondent before the bundle but outside of the time allowed in the Directions on the one hand and entirely new material which appeared for the first time in the bundle on the other hand.
26. The Respondent identified which material she said fell into each category, although she also said that she had been unable to go through the bundle more and so could not say whether there were any other additions. As to material late but not entirely new in the bundle, that category comprised letters from the council and the Tribunal was prepared to consider those, given that the Respondent had been able to read them and could say anything appropriate about them.
27. As to the various items of new material, the Tribunal explained that it would not permit reliance upon those and would not further consider them- the Tribunal had read the bundle unaware of the new material which the Applicant had not alerted it to but could ignore material it ought to.
28. The Applicant said that he had put new documents in by accident. That was not wholly unconvincing much as it was apparent that errors had been made- there was example a tenancy agreement for a different tenant [99-105], and what was meant to be a response to the Respondent's statement of case had been omitted. The Applicant said that the occupancy timeline which he accepted to be new was not new information to the Respondent.
29. The Tribunal noted that there was a strong argument for striking out the case for not complying with the Directions in respect of the bundle, not just once requiring expenditure of Tribunal time to issue further directions but a second time where the Tribunal had given the Applicant a further opportunity he had no reason to expect.
30. The Applicant did not vigorously oppose that course, accepting being at fault. The Respondent was keen for the matter to be over.
31. The Tribunal considered the point carefully, noting that pursuant to the Directions it was not a case of the Tribunal now striking out but rather that the application already stood struck out, such that the hearing would only proceed if the Tribunal re- instated it. On a very fine balance, the Tribunal adopted that course, re-instating the application and hearing it.

32. Amongst various reasons, the Tribunal had regard to the fact that The Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 allow a time for an application to re- instate or appeal and to the application may not be concluded if left struck out, whereas there was a clear preference for concluding it. Also, that the letters from the council were not detrimental to the Respondent (although those were ones she had seen before the bundle) and it was not apparent that any of the documents indicated by the Respondent to have been new in the bundle made any material difference. The timelines were not obviously contentious and were useful, in particular as to the relevant occupiers from time to time.
33. Hence with some caution in the event that a document may be referred to and the Respondent then contend it to be new and also detrimental to her, the Tribunal did re- instate the application and proceed. The Tribunal gave its reasons orally, including the above.
34. By that the time those issues had been dealt with and technology issues had been resolved, the first of the 3 hours for which the case was listed had passed. The remaining time had to be utilised as best practicable but there necessarily was some limitation on the matters which could be addressed as compared to the time which the listing would have allowed but for the above matters arising.
35. The Tribunal received written and oral evidence from both the Applicant [28- 31] and the Respondent in multiple documents [41- 57], giving the other the opportunity to ask questions, supplemented by questions from the Tribunal. The Tribunal additionally received the written and oral evidence of Ms Organiszczak [66- 68].
36. In general terms, the Tribunal found that the Applicant had caused difficulties with other tenants during their occupation of the Property and that was a less than attractive feature. However, the Tribunal also found that the Respondent was less than honest in her evidence and tried hard to avoid the Tribunal determining the Property to require licensing, including by presenting matters which were not correct and she knew were not correct. Neither party therefore came across as particularly appealing.

Was a relevant offence committed and during what period?

37. The offence alleged in the application is being in control of or managing a licensable HMO without a HMO Licence being in place.
38. The Property required a Licence if occupied by at least three occupiers as their main residence and living in two or more households. The Bristol City Council required a property to be so licensed as from 6th August 2024, extending the licensing regime from the minimum statutory requirement of an HMO Licence for a property with five occupying as their main residence and living in two or more households and adopting a discretionary Additional HMO licensing policy as it is permitted to do. It is not suggested there were ever 5 occupants.

39. The Respondent specifically asserted that the Property was not occupied by more than 2 individuals in a single household during the relevant period, never reaching 3 persons or 2 households.
40. As to the date of commencement of the potential offence, the Tribunal determines that was 22nd November 2024.
41. The Applicant's timeline of occupants revealed that various persons had lived at the Property at one time or another during the Applicant's tenancy. Some of those had occupied for quite short periods, creating some uncertainty as to whether they had occupied as their only or main residence but that has no relevance for any time prior to 6th August 2024 because at no point is it contended that there were 5 occupiers and only as at 6th August 2024 was there a need for a licence for 3 occupiers.
42. The Applicant's "Occupancy Timeline" [32- 35] identified 2 tenants as at May 2024, a tenant called Clifton in a medium- sized bedroom and the Applicant. There was some evidence that a boyfriend of the Applicant was present in the Property in Spring 2024 but none to clarify until when he was present or to demonstrate that he occupied as his only or main residence during any period.
43. Subsequently, a further tenant called Lucasz moved in during July 2024. That would suggest that as at 6th August 2024 there were 3 occupiers. However, whilst there was no relevant entry on the timeline, it was common ground that Clifton left and was not in occupation at the times relevant for this case.
44. A further tenant called Sunday was agreed to have moved into the Property in August 2024. The Applicant did not provide any exact date and that exact date was not clarified.
45. The Respondent contended that Lucasz stopped residing at the Property after a month- due to issues with the Applicant, so also some time in August 2024. That is where the case became somewhat more difficult.
46. The Respondent's case was that Lucasz went to live with his aunt and only returned to the Property for possessions and similar. In effect therefore, whilst he remained a tenant for some time after- with effects referred to further below- the assertion was that he did not continue to occupy the Property as his only or main residence. That was stated in the Respondent's witness statement and the Applicant did not challenge it. Hence in the absence of any immediate reason not to do so, the Tribunal finds that evidence to be correct.
47. Consequently, on the Respondent's case, there were only 2 persons actually occupying the Property as their only or main residence at any given time from whenever Lucasz is said to have started living with his aunt, possibly indeed only the Applicant. As to the last aspect, given that there was no exact date for Lucasz going to live with his aunt and there is no exact date

for Sunday moving in, it was not made clear whether there was in August 2024 an overlap.

48. However, the Tribunal does not accept the Respondent's case in respect of Lucasz more generally. The Respondent contended in her written evidence that Lucasz simply returned to the Property to collect possessions over a 2-month period. So, not that he actually lived there after August 2024. It is also said in the Respondent's evidence that Lucasz refused to pay rent because of the Respondent.
49. The Tribunal considers that the Respondent has sought to downplay the time for which Lucasz was present and present a case that he was absent for longer seeking thereby to avoid there having been a need to licence the Property and not to present accurate evidence.
50. The Tribunal notes that there is limited evidence about issues between Lucasz and the Applicant during the period August to late 2024. Further, the Applicant did not put to the Respondent that her statement that Lucasz had left the Property after a period of time to live with his aunt was wrong and did not otherwise dispute the matter. There were also none amongst the many messages provided which were between the Respondent and Lucasz about any issues in or about July/ August 2024 and leaving the Property, or indeed returning to it.
51. There is a message to the Applicant from the Respondent included in the bundle [89] dated 12th August 2024 about the council attending the Property and querying who arranged that, noting that there are 2 occupiers. The message reads very much as an attempt to establish the identify of the person who made arrangements rather than anything else. However, the notable point here is the reference to 2, whether the Applicant and Lucasz or the Applicant and Sunday.
52. If Lucasz was still there on 12th August 2024 and so the two are the Applicant and Lucasz, it is not apparent that he still was when Sunday later moved in. The Tribunal does not discount the possibility but the matter is not even close to being demonstrated beyond reasonable doubt.
53. It is plain from documents within the bundle that there were difficulties between Lucasz and the Applicant in December 2024. There is for example a message from Lucasz [88] which has been included somewhat blurred. The Tribunal accepts that may arise from scanning to place in the bundle. The date of 7th December 2024 can be made out and the essence of the contents can be discerned, much as not every word can be read.
54. There is no way of reading the message as demonstrating anything other than that Lucasz was occupying the Property at that time. The Tribunal finds that the occupation was as his only or main residence. As to the content of the message, that is not relevant for the purpose of the period of the licensing offence. The Tribunal infers from the nature of the 7th December 2024 message that Lucasz had been at the Property for at least a

few days, although the Tribunal considers that is as far as any inference can be taken from that message.

55. However, additionally on 23rd November 2024, Sunday complains to the Respondent in a message about the Applicant's behaviour and it is said that Lucasz has left the WhatsApp group "yesterday", so 22nd November 2024, because of that. There is reference to "he" does not want to pay for electricity, which the Tribunal finds slightly more likely to have referred to Lucasz but could have meant the Applicant. It is not the most compelling evidence about occupation, but the Tribunal finds that the nature of the message supports Lucasz also having been at the Property at that time.
56. An obvious inference is that Lucasz had been at the Property for some amount of period of time prior. The difficulty is that there is no other evidence at all as to what that period was. The balance of probabilities may support at least a couple of weeks and perhaps more but that is not the standard of proof for this purpose, rather the Tribunal must be sure. The Tribunal is not sure for any day before "yesterday".
57. The Tribunal finds that on the evidence that Lucasz did stop residing at the Property as his only or main residence at some stage during August 2024 and returned again to the Property as that residence after some period of time, having done so by 22nd November 2024. That is as much of a positive finding as the Tribunal can make.
58. There is no evidence other than that of the Respondent as to exactly when Lucasz went to live with his aunt and whilst the Tribunal is not confident in the evidence of the Respondent, all the Tribunal has as to the date is the Respondent's, unchallenged, evidence that was a month or so after Lucasz moved in.
59. The Tribunal determines that the Property was not Lucasz's only or main residence during the period in which he did not in practice live there and was instead living with his aunt. During that period, the main residence and place where Lucasz was actually living was his aunt's house.
60. The net effect is that the Tribunal cannot be sure that the Respondent committed a potential offence on any date prior to 22nd November 2024 on the evidence before it.
61. In terms of the end date of the potential offence, the Tribunal determines that to have been 1st March 2025.
62. The Tribunal noted that the Applicant's timeline identified 3 tenants as at early 2025- Sunday, Lucasz and himself. That was not disputed as to the Applicant and Sunday.
63. Whilst the Respondent did not accept that Lucasz was occupying the Property as his only or main residence at that time, the Tribunal finds that he was.

64. It was said by the Applicant and not in dispute, that Sunday left in March 2025. It was common ground that there were not 3 tenants at the Property after that time and hence the point at which the Property ceased to require licensing was the date on which she left.
65. There was no specific date during March 2025 on which Sunday was said to have left, whether in the timeline or elsewhere and the matter was not clarified in the hearing. Stating the obvious, there are 31 days in March and the exact period of the offence will differ dependent upon on which of those Sunday left.
66. The Tribunal concludes that it can only be sure of the commission of an offence up to 28th February 2025. If Sunday left on 1st March 2025, necessarily a date within March, that is the last date. The Tribunal identifies that later dates in March could have been the last date of commission of the offence but the Tribunal cannot be sure that Sunday left on any date later than 1st March in the absence of any information to support any later date or range of dates.
67. It is not clear when Lucasz left. There is the text of what is described as letter from him (although spelling his name “Lukasz” and so it may be that the parties have used an incorrect spelling but one that the Tribunal has maintained as that reflects the other documents in the case) but which seems to have been sent as a text message or similar to the Applicant dated 29th March 2025 [69] asking the Applicant “immediately cease and desist all harassing activities” and listing various activities. Hence, it is apparent that Lucasz was in occupation at that time. Messages shown [70] suggest Lucasz intending to give the keys back in early April 2025 but not that he then did so. There are messages between the parties related to Lucasz still being at the Property in May 2025 following service of a Notice upon him [86].
68. There was no suggestion of anyone else becoming a tenant of the Property since Sunday left and so necessarily there was a maximum of 2. The exact date of Lucasz vacating is not directly relevant for these purposes. The only tenant since then has been the Applicant. Evidence in the bundle indicated that the council tax was reduced from March 2025 and the Respondent said that was because there was only one occupant, asserting that Lucasz removed his belongings then. The other evidence somewhat called that into question at least for a time, most obviously the above message from Lucasz to the Applicant. The Tribunal did not accept the Respondent’s evidence.
69. For completeness, a note on [69], added by the Respondent refers to “info” sent by someone called on that note “Maggie” in June 2025 but the messages are all dated in 2023 and it became apparent that Maggie is Ms Organiszczak, so the evidence very firmly supports the messages having been sent to the Respondent then rather than that someone else called Maggie was in occupation then, which has not been suggested by either party at any stage.

70. The bundle reveals that the Respondent took proceedings against Lucasz for nonpayment of rent and that rent was held to be owed in September 2025 [93]. That does not on the other hand help with any more precise date and the Tribunal estimating (and nothing at all turns on this) that proceedings are likely to have been issued in or about Spring 2025 adds nothing either.
71. The Applicant also provided an email [204] from an organisation which often appears before the Tribunal as representative of tenants in rent repayment order cases which says that the council stated a breach of the Additional Licensing scheme and on which basis it was prepared to represent the Applicant. However, there is nothing from the council itself so stating amongst communications with council from Spring 2025 and in any event the time period is unclear. The emails produced from the council state that it is looking into the question of licensing as at May 2025 but no more than that. Others provide the Applicant with some information about licensing. The Tribunal does not consider anything is added by these emails.
72. For completeness, the Tribunal also does not accept that there was always only 1 household. The Tribunal does not understand the basis on which the Respondent so asserted but the Tribunal also considers that has never been seriously arguable, there having been separate individuals at any potentially relevant time on both parties' cases. The Tribunal does not dwell on the point.
73. Further, whilst the Applicant included in the bundle copies of envelopes containing post for various tenants, those simply showed that some organisations were still using that address for them. It was not clear what the Applicant sought to demonstrate about occupancy of relevance but in any event the Tribunal found none.
74. The next matter was the question of a defence of reasonable excuse for not holding an HMO Licence for the Property and hence whether there was an actual offence.
75. In her witness statement, the Respondent stated that there was contact with the council, but no action taken to respond and the suggestion was that if the council had responded then the Respondent would have been aware and would have licensed the Property. She also complained generally about a delayed communication from the council in mid- May 2025[61] asserting the fault regarding licensing was with administrative delay by the council. There was nothing to indicate a long- term delay from the council and of significance.
76. The Tribunal found that an unappealing assertion when it was the Respondent's responsibility to address licensing and the Tribunal noted the communication was in May 2025 not identified as relevant to the period of offence. The Respondent did not contend that she was given any incorrect information to dissuade her from making an application which otherwise would have been made.

77. In addition, although the Respondent contended that the council gives landlords a period of 3 months before taking enforcement action, the Tribunal does not regard the particular policy adopted by the particular council to prosecution or other action takes matters anywhere in determining the period of the offence and would not give rise to a defence of reasonable excuse for that period. Equally the fact that in May 2025 the council did not take any action, when there was no longer a need for a licence, does not demonstrate anything about the view the council may have held about the previous need for licensing. In any event, the question of reasonable excuse is a matter for the Tribunal and not determined by the council.
78. The Respondent advanced a more specific contention in the hearing, namely that with regard to the Additional Licensing, the council had given landlords 6 months because the scheme had been introduced “quite suddenly”. The Tribunal has dealt with a significant number of rent repayment orders in respect of Bristol properties and a good number of those have been in relation to Additional Licensing. It has not previously been suggested that the council sprang something on landlords and that would be frankly surprising. Even if the Respondent were correct about the council ‘giving’ 6 months that would relate to enforcement and cannot alter statute law such that if the scheme has been introduced then failing to licence is an offence unless there is a reasonable excuse in the particular instance.
79. The Tribunal determines that none of the above gave the Respondent a reasonable excuse.
80. The Applicant raised with the Respondent that the Property ought to have been licensed by email dated 10th May 2025 and he contacted the council that day [219] enquiring about a licence and being informed there was none. There is no hint that the point was raised with the Respondent at any previous time whether by the Applicant or anyone else and nothing in the many text and similar messages in the bundle give any suggestion of the Respondent being aware that the Property ought to be or have been licensed at any point.
81. The Tribunal accepts on the evidence presented that the Respondent did not know that the Property needed to be licensed but that is as far as the Respondent’s case can be taken.
82. However, the Respondent had let a Property with 4 bedrooms, receiving a significant sum each month as rent and she presented no evidence that she sought to keep up to date with requirements or ever checked the relevant licensing regime. The Tribunal finds that if the Respondent had made any effort following the introduction of the relevant Additional Licensing to establish its application to the Property, she would have been aware that it applied to the Property.

83. So, whilst there is no evidence that the Respondent deliberately committed an offence, she was capable of establishing the position had she sought to and simply she failed to do that.
84. The Tribunal finds that situation did not amount to a reasonable excuse for failing to hold an HMO Licence. The Tribunal therefore determines that the Respondent committed an HMO licensing offence in respect of the Property from 1st December 2024 to 1st March 2025.

The decision in respect of making a rent repayment order

85. Given that the Tribunal is satisfied, beyond reasonable doubt, that the Respondents committed an offence under section pursuant to section 72(1) of the 2004 Act, a ground for the making of an order has been made out.
86. Pursuant to the 2016 Act, a rent repayment order “may” be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in *The London Borough of Newham v John Francis Harris* [2017] UKUT 264 (LC) as follows:
- “I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent or housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order.”
87. The very clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant- who may or may not have other rights to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.
88. The Tribunal is given a wide discretion and considers that it is entitled to look at all the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. That is a different exercise to any determination of the amount of a rent repayment order in the event that the Tribunal exercises its discretion and makes such an order, albeit that there may be an overlap in factors relevant. It follows from there being a discretion to make an order, as opposed to such an order following as a matter of course, that there will be occasions on which it may be considered not appropriate to make an order notwithstanding that a relevant offence has been found to have been committed, albeit such occasions are likely to be very rare.
89. The Tribunal having considered the circumstances and the submissions on behalf of the Respondent and giving the most weight to the purpose of the 2004 Act, exercises its discretion to make a rent repayment order.

90. The Tribunal did give considerable thought to that and it is right to say that in light of the conduct found of the Applicant- see above but principally below- there was an argument for making no order. However, in the event and notwithstanding the Applicant's conduct, there was sufficient unsatisfactory from the Respondent that the Tribunal determined that an order should be made.

The manner of determining the amount of rent to be repaid

91. Having exercised its discretion to make a rent repayment order and determined the period for which the order should be made, the next decision was how much should the Tribunal order.

92. In the absence of a conviction, the relevant provision is section 44(3) of the 2016 Act, which states in respect of the offence found to have been committed by this Respondent that the amount ordered to be repaid must "relate to" rent paid during the period identified as relevant in the table in section 44(2), being:

‘a period, not exceeding 12 months, during which the landlord was committing the offence’.

93. The up to twelve months rent which may be ordered to be repaid need not have been paid during the last twelve months prior to the date of the application and could, in principle, be any twelve months during which the offence was committed. The point does not in any event arise in this instance and so need not be dwelt on.

94. Section 44(3) explains that the Tribunal must not order more to be repaid than was actually paid out by the Applicants to the Respondent during that period. The section explains that:

“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.”

95. Hence, the Tribunal can only order repayment of rent paid during the period of the offence and which related to the period during which there was an offence.

96. It necessarily follows that anyone who does not pay rent and in particular pay rent meeting the twin above requirements cannot receive a rent repayment order. Anyone who did pay rent meeting those requirements can as a maximum receive an order for those rent payments.

97. The Tribunal has a discretion as to the amount to be ordered of that which has been paid, such that it can and should order such amount as it considers appropriate in light of case law and the relevant facts of the case.

Relevant caselaw in respect of the amount of a rent repayment order

98. There were several decisions of the Upper Tribunal between 2020 and 2022, in relation to the approach to be taken to the level of order made in rent repayment order cases. The position, at least with regard to the level of order, has very much settled down since.
99. The Tribunal is mindful that the parties did not cite any of those and the Tribunal did not raise any with the parties requesting any submissions from them. As the Tribunal formed the firm impression that the parties were unaware of the relevant caselaw, the Tribunal considered that the parties may find it difficult to make relevant submissions on it.
100. In those circumstances, the Tribunal has essentially only considered such of the judgments of the Upper Tribunal as are now well- established, as deal in broad principles and as are apparently uncontroversial and applied on a regular basis.
101. Section 44 of the 2016 Act does not when referring to the amount include the word “reasonable” in the way that the previous provisions in the 2004 Act did. Judge Cooke stated clearly in her judgement in *Vadamalayan v Stewart and others* (2020) UKUT 0183 (LC) that there is no longer a requirement of reasonableness. Judge Cooke noted (paragraph 19) that the rent repayment regime was intended to be harsh on landlords and to operate as a fierce deterrent.
102. The judgment held in clear terms, and perhaps most significantly, that the Tribunal must consider the actual rent paid- and not simply any profit element which the landlord derives from the property, to which no reference is made in the 2016 Act. The Upper Tribunal additionally made it clear that the benefit obtained by the tenant in having had the accommodation is not a material consideration in relation to the amount of the repayment to order. However, the Tribunal could take account of the fact of the rent being inclusive of the utilities where it was so. In those instances, the rent should be adjusted for that reason.
103. Given that some confusion existed as to the appropriate amount of rent repayment orders following that judgement and subsequent ones, on 6th October 2021, the judgment of The President of the Upper Tribunal (Lands Chamber), Fancourt J, in *Williams v Parmar* [2021] UKUT 0244 (LC) was handed down. The judgment explains at paragraph 50 that:
- “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.”
104. Secondly, the award should be that which the Tribunal considers appropriate applying the provisions of section 44(4). There are matters which the Tribunal “must, in particular take into account”. In *Williams*, they

are described as “the main factors that may be expected to be relevant in the majority of cases”. Fancourt J in *Williams* says this:

“A tribunal must have particular regard to the conduct of both parties (including the seriousness of the offences committed), the financial circumstances of the landlord and whether the landlord has been convicted of a relevant offence.”

105. However, the President then adds:

“The Tribunal should also take into account any other factors that appear to be relevant.”

106. That appeared to settle matters.

107. Subsequently, some further applications in relation to which the Tribunal had made awards prior to that decision were the subject of hearings before the Upper Tribunal.

108. The Tribunal cautiously briefly refers to two judgments have been handed down by Martin Rodger KC, Deputy President of the Upper Tribunal (Lands Chamber) in the cases of *Hallett v Parker and Others* [2022] UKUT 165 (LC) and *Simpson House 3 Limited v Osserman and Others* [2022] UKUT 164 (LC). Both related to offences of failures to hold HMO Licences. The outcome of those cases in terms of the amount of the rent repayment order made and the percentage of the rent to which that was equivalent differed considerably. The consistent factor was the importance of the conduct of the parties.

109. The Deputy President also said, at paragraph 51 as follows:

“The policy underlying the rent repayment regime is directed towards the maintenance of good housing standards. It is consistent with that policy that a landlord who lets a property in good condition and who complies with its repairing obligations should be treated differently from one who lets property in a hazardous or insanitary condition.”

110. Those matters were relevant in those two cases. The size of the landlord’s portfolio and the extent of the landlords’ professionalism was relevant, although there was quite particular, and vindictive, conduct in the latter case which plainly weighed heavily in respect of the level of award made being a much higher percentage of the rent- 90%- than in the former case- 25%. In the 25% instance, the property was the only rental property owed by the landlord and the landlord was unaware of the need to licence.

111. That is quite a contrast and demonstrates the potentially wide range of outcomes dependant on the nature of the offence, the factors specified in the 2016 Act and the other circumstances.

112. Notwithstanding that the approach to take appeared to have been settled by *Williams*, the Upper Tribunal chose to give more specific guidance about the approach to be taken to the level of rent repayment

orders in the case of *Acheampong v Roman (and Others)* [2022] UKUT 239 (LC).

113. At paragraph 20, the judgment of Judge Cooke says this:

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

- a. Ascertain the whole of the rent for the relevant period;
- b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
- c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
- d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).

21. I would add that step (c) above is part of what is required under section 44(4)(a). It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked.”

114. The Tribunal does not consider it a necessity for the Tribunal to always work through the specific steps in order to arrive at an appropriate answer, although it accepts that the factors identified are relevant. Nevertheless, in this instance, the Tribunal considers that it is suitable and convenient to follow the steps set out in *Acheampong* so that it is clear to the unrepresented parties as to the approach the Tribunal has taken.

115. The evidence demonstrates that the rent paid during the period amounted to £ 1440.00. The Applicant sought 12 months of rent, although it was never clear exactly for what period and any such period would have needed to extend before the Additional Licensing scheme was introduced, but given the period of offence found, the relevant rent is rather less.

116. The Applicant is shown to have made a payment of £480.00 on 5th December 2024, another the same on 8th January 2025 and a further payment of £480.00 on 5th February 2025 [196]. Those are therefore the payments made during the period in which the Respondent has been

found to have committed the offence. The next payment was 5th March 2025 but that falls outside of the period of the offence being committed.

117. The period covered by any given payment of rent was 28th to 27th as noted above.

118. It is not entirely clear whether those payments were made early and well bear the due date or a little after it. As the Applicant said nothing about the particular, matter, the Tribunal finds that the payments being slightly late is the more probable. There is no indication of the Respondent being troubled or of rent arrears prior to those payments or other evidence that they were made other than periods around the payments.

119. The Tribunal therefore finds that payments relate to the periods commencing 28th November 2024, December 24th and January 2025, so the last one ending 27th February 2025.

120. The rent did not include bills, the Tribunal finds. The parties' cases were not clear about the point, but Ms Organiszczak complained about the Applicant not contributing to "top up credit on the gas electric meter that was shared between all tenants" (the Tribunal perceives the word "and" was omitted between "gas" and "electric"). On reviewing the Agreement that includes at clause 3.3 the Applicant agreeing to pay utility bills (and indeed the other tenancy agreement included in the bundle said the same).

121. On that note, payment of water charges was made by the Respondent for at least some of the time [90] whereas those are one of the utilities listed to be payable by the tenants in clause 3.3 but neither party presented any case about that and so the Tribunal leaves it out of consideration of the rent level.

122. The Respondent has referred to paying £60 per month for internet access for the period of the Respondent's occupation but the Respondent appears to complain principally about only the Applicant having the use of that. The Applicant cross-examined her in the hearing about ceasing payment to which the Respondent replied that she had been advised that the Agreement did not require such payment and it had been a benefit. That does not demonstrate any of the sum to be included in the Applicant's rent (nor does the Tribunal to consider the matter adds anything of note about conduct irrespective of the correct situation).

123. The Tribunal therefore finds the rent relevant for these purposes to be the £480.00 per month.

124. The rent must also be paid for the period of the offence. The period found by the Tribunal does not match the rent payment dates and nor the rent periods.

125. However, the Tribunal finds that rent is payable in full for the next month on 27th. There is no daily rate applied. If the tenancy ends on any day after 28th but before the next 27th, the rent payable was the same sum

of the full rent. The Applicant is not entitled to the return of any amount if the tenancy ends before the end of any full rent period. The payments made covered those periods so the first such rent payment was made in respect of the period 1st December onwards and the other days from 28th November.

126. Hence the total rent paid during the period of the offence and for that period is the £1,440.00.

The relevant factors

127. The Tribunal turns to the factors relevant in this application and to the particular facts of this application and to the outcome of weighing those factors.

Seriousness of the Offence

128. The Tribunal determines that in general- and the extent will differ from one case to the next- cases involving unlawful eviction and/ or violence to obtain entry are likely to be more serious than offences which relate solely to the absence of a HMO licence. However, the word “solely” should be taken with some caution: there are many cases where there is no HMO Licence and there are various other problems with the given property, not uncommonly such that no licence would be granted or would only be granted if conditions imposed about addressing the condition of the property were met.
129. As to the specifics of this HMO licence offence, the Applicant alleged the Respondent’s failure to licence to be deliberate. The Respondent’s primary case was that there had been no need to licence, although that was premised on there not being 3 occupiers occupying as their only or main residence and her more specific assertions, which the Tribunal does not accept.
130. However, she also said that she was unaware of the need to licence and the Tribunal has found the balance of evidence does not demonstrate otherwise.
131. The Applicant also contended that the lack of a licence placed other occupiers and himself at risk. However, he did not suggest there to be any issues with the Property. There was no assertion, and there was no evidence, that the Property was incapable of being licensed in the condition of it during the period of the offence. Whilst the Applicant raised repair matters- see below as to conduct- and the Tribunal has no doubt that the council would have required a standard which may potentially have required some work at the particular time (although not necessarily dependent upon when that time was), that is as far as the issue goes. There was little direct detriment to the Applicant identified- and whilst the amount of a rent repayment order is not a payment of compensation, nevertheless that feature is relevant to seriousness.

132. There was no suggestion and not evidence that the Respondent owns any other property let to tenants. Hence the Tribunal proceeds on the basis that she does not. That plus lack of knowledge of the need to licence are the key features.
133. Taken together those features put the offence along the scale of seriousness for a licensing offence as not the least but far from the worst.

Financial circumstances

134. In terms of the financial circumstances of the Respondent, the Tribunal was not in possession of specific relevant information. The Respondent gave no detail and produced no relevant documentary evidence.
135. The Respondent did in her statement of case describe herself as a single mother and unemployed. The Respondent indeed stated in her case that she had no income at all, although she continued to pay the mortgage on the Property, for the upkeep of the Property (insofar as that occurred) and legal fees. That ignores any rent as being income and so it not entirely correct but the Tribunal accepts that the Respondent is likely to have intended to refer to earned income. It was not explained as to the age of her children or clear that they are dependent on her- all that was mentioned was use of the term “children” not “child”.
136. The Respondent’s was position was that she had received a severance payment and she produced the agreement [97] which was another unclear copy as provided in the bundle but seemed to indicate a payment of £20,000.00.
137. The Respondent in another document referred to pay £1,500.00 per month for the Property by way of mortgage and bills and the current rent from the Applicant alone not covering that. On the other hand, when there were 3 or 4 tenants the rent would appear to have covered those costs or nearly done so, dependent upon the exact sums at the given time. There is evidence of the mortgage payment and water payment [89 and 90] and other monthly expenses related to the Property, although the images are such that not all figures can be discerned.
138. The Tribunal notes that the Respondent had provided evidence of the balance of a bank account [97]. However, there was no evidence, the Tribunal finds, as to whether the Respondents holds other bank accounts. She did not state in terms a lack of other accounts. Bearing in mind that the Tribunal finds the Respondent inclined to downplay matters where potentially helpful to her to do so, the Tribunal makes no positive finding that there is no other relevant account.
139. The Tribunal is also mindful that the amount of rent paid during the period of commission of an offence as found is not high. The Tribunal considers that there would have needed to be convincing evidence of particular hardship for there to be an impact on the amount of rent

repayment order otherwise awarded in this instance, much as a different approach may be more appropriate in other circumstances.

140. There was insufficient for the Tribunal to conclude, not least in light of the limited period of offence and limited sums involved, to specifically alter upwards or downwards the amount of any rent repayment order from the level that it would otherwise have ordered. The Tribunal therefore does not alter the level of order otherwise considered appropriate.

Conduct

141. The Tribunal is mindful that in his witness statement, the Applicant talked about taking on what he described as management responsibilities for the Property, including carrying out cleaning and maintenance tasks, assisting with new tenants, acting as an intermediary between the Respondent and other tenants and reporting repair issues.
142. It is demonstrated by the evidence produced that the Respondent did place some reliance upon the Applicant to show potential tenants the Property and in relation to some repair matters. The Tribunal finds that notwithstanding other matters identified below, that persisted. The impression created is that the parties had a relatively good relationship despite all else- and indeed whilst there were matters which would have pointed against that- at least until Spring 2025. The Tribunal finds that insofar as the Respondent did rely upon the Applicant that at least created the conditions for some of the matters described below.
143. Whilst the Applicant commented that he was not financially compensated, there is no suggestion that it was agreed that he should be. There is the suggestion in messages from other tenants that they felt the rent paid by the Applicant ought to have been higher and so there is an impression created that the Applicant may in fact have effectively been remunerated to the extent of the rent level being lower than otherwise. However, it should be emphasised that neither party argued for that, in particular the Applicant, in their written cases. The furthest matters went was a suggestion by the Applicant in oral evidence in response to a question from the Respondent angled at the Applicant having been charged lower rent to avoid problems, that he may have paid £20 less than he otherwise would have, which he said was little compared to the matters he dealt with. Even that modest figure was not agreed and indeed it was apparent that there had been no agreement about reduced rent. The Tribunal concluded that there was insufficient to refer to in considering the level of rent for the purpose of the rent repayment order (hence the matter is not mentioned above).
144. There is, the Tribunal adds for completeness in that regard, reference in the Respondent's written evidence that she reduced the rent payable to £480.00 from £550.00 as what is said in part of the Respondent's case to have been a gesture of goodwill and in another, one of good faith to try to avoid problems. It is possible that any reduction, if there was one, was

instead effectively the remuneration. However, the Tribunal would be venturing into speculation if it put matters any higher, not least where the Applicant advanced no case on the point.

145. Although this situation is relevant to the wider picture, the Tribunal does not find that it is in itself relevant conduct impacting upon the level of any award.
146. The parties both made allegations against each other of relevant conduct. Given the limited period of the offence and the other factors which affect the amount of any rent repayment order, there is not especially large amount of realistic difference that conduct can make. Even if one assumed a range extending as far as 50%- so between an award which might be 25% at one end or 75% at the other- there would be just over £700.00. That 50% is just an easy figure to give as an example and has no direct relevance.
147. Coupled with that, the allegations were many and varied and the Tribunal finds no way to deal with them as succinctly as the amount involved might preferably merit. Indeed, allegations are messy to address and the picture complex with matters going each way. Neither party comes out of the various matters at all well overall.
148. The Tribunal has addressed most of the allegations and that includes ones where the Tribunal does not consider the allegation to be made out or not to affect the overall level of order. That said, the Tribunal has not attempted to address every single item which it considers does not impact on the level of award, considering it unnecessary to do so.
149. The Applicant relied upon the Respondent having issued possession proceedings against him [142- 148] and then discontinuing those in October 2025 [187]. The Applicant contended that was harassment of him by the Respondent. More specifically in his application form, he alleged that the proceedings were a retaliation for seeking information about his deposit and raising concerns about licensing, starting with the Respondent serving a Notice Seeking Possession. Indeed, there were two, both a section 21 Notice [157- 158] and Section 8 Notice [167- 170].
150. The Applicant further contended that the section 8 notice contained allegations about the behaviour of the Applicant which were false and he said caused distress to him.
151. The Tribunal does not find there to be relevant conduct. The Tribunal accepts that the Respondent issued proceedings and also that it withdrew the proceedings shortly before the hearing of those. However, the Tribunal does not find that the Respondent acted to seek to harass or intimidate the Respondent.
152. The Tribunal notes the complaints made to the Respondent by Lucasz during the period of commission of the offence and by other earlier tenants- see further below-. The Tribunal did not have the advantage of

hearing from all but did have the advantage of hearing from the Respondent and although that evidence is not first hand, it is evidence nevertheless and the Tribunal is able to, and does, take account of it. The Tribunal also saw and heard from the Applicant.

153. The Tribunal finds on the balance of probabilities that at least many of the allegations made against the Applicant had foundation and that the Respondent made them based on her belief of their likely accuracy. It may be that the Applicant was unhappy or even distressed to receive those allegations, but the Tribunal does not accept that he would have had cause where there was truth in them.
154. The Tribunal finds that the Respondent did wish to obtain possession of the Property and to that extent, the taking of proceedings was genuinely motivated. The Tribunal accepts that the Respondent wishes to sell the Property as she asserted. There is nothing implausible about that and indeed for various reasons, including licensing and similar requirements, it is well-known that a number of landlords with perhaps just one or two or thereabouts properties are doing the same. The Tribunal noted that the Respondent said that her mortgage term is ending- with the implication of an interest- only mortgage but provided no supporting evidence. No finding is needed about that matter.
155. The actions of the Respondent were, the Tribunal had no doubt, also affected by something of a falling out between the parties but the Respondent was entitled to decide to pursue possession. Whilst she did not succeed in the proceedings, her evidence about still wishing to obtain possession was amply convincing enough for the Tribunal to accept that she does still wish it.
156. The Respondent was also in a situation in which a house with 4 lettable bedrooms, subject to licensing, was occupied by only 1 tenant. Applying its experience, the Tribunal finds that the rent which could have been achieved was at least 4 times the amount paid by the Applicant at the time and that in practice the rent would have been likely to be at least a little above that. The Respondent had experienced other tenants leaving citing the Applicant's behaviour. The Tribunal considers it entirely realistic that the Respondent would wish to obtain possession as against the Applicant, whether to sell or otherwise.
157. The Tribunal also finds that the reason for discontinuance reflected a realisation on the part of the Respondent that the claim would be unlikely to succeed. The Respondent stated in her witness statement that she instructed solicitors and received legal advice, which was consistent with her actions. The Respondent could only realistically succeed with allegations of nuisance or similar by the Respondent if she could rely upon witness evidence from other tenants or former tenants not too long ago. The indication is that the Respondent would not be able to and so would be likely to fail. Evidence by way of messages alone ran a real risk of failure. Discontinuance in those circumstances was an understandable step.

158. The Respondent complained that these proceedings were issued after the possession ones and was in retaliation. That was not demonstrated and so the Tribunal discounts that argument. It would not in any event alter any need for licensing and any compliance or failure at compliance with that.
159. The Tribunal does on the other hand consider that there was behaviour of the Applicant that does amount to relevant conduct.
160. There are numerous messages sent to the Respondent on various dates apparently from different tenants making complaints about the behaviour of the Applicant [69- 78]. That is some 10 pages of messages with several to a page, creating a significant volume of evidence. Those suggest something of a clear pattern of behaviour, including drug- taking, aggression and intimidation, taking over communal areas and similar.
161. Further, the written and oral evidence of Ms Organiszczak, also set out problems caused by the Applicant, although it should be identified not all matters of which she was directly aware and some not helpfully reciting matters she had been told by the Respondent. The witness described being happy at the Property until the Applicant moved in and leaving due to his behaviour. She said that other tenants told her that the Applicant acted as if he was in charge of the house. Whilst that is firmly hearsay, that does not render it without value in itself and it is consistent with other evidence. She gave direct oral evidence of the Applicant's unpredictability, aggression, shouting, argumentativeness and seeking to make everyone live the way he wanted. She talked convincingly of being scared of the Applicant.
162. Indeed, much of that behaviour pre- dated the period for which the Applicant sought repayment of rent and further the period within that for which the Tribunal awards repayment of rent. However, the messages from Lucasz shown on [69] dating from December 2024 and February, March and April 2025 indicates the same sort of problems being experienced with the Applicant. Lucasz refers to effects both on himself and on Sunday during her occupation consistent with earlier messages sent by others. In respect of the message dated 7th December 2024 referred to above, there is a comment also shown which highlights that Lucasz complains of the Applicant battering on his door and of upset caused by the Applicant's attitude. The message is contemporaneous and has the ring of truth.
163. The Tribunal is mindful that the evidence is contained in messages and the authors of those messages were not present to be questioned save for Ms Organiszczak [messages at 73] and for the contents to be challenged. However, Ms Organiszczak who was one of those making such comments did attend and gave cogent and credible oral evidence where she had direct knowledge. That is corroborated by and provides corroboration for the contents of the messages and the number of contemporaneous messages in itself provides good evidence of the broad accuracy of the sorts of allegations set out. Whilst, her time as a tenant significantly pre- dated the time of commission of the offence by the Respondent, that does not detract

from the usefulness of the evidence as corroboration and the Tribunal is not limited to considering the period of the offence.

164. The Tribunal has further considered the response in respect of his alleged behaviour as given by the Applicant. The Applicant denied any behaviour of the nature set out in the messages. The Applicant accepted having made mistakes but then said that the allegations were not true and (although more logically or) exaggerated. The Tribunal found the Applicant to seek to play down or refuse to admit fault. The Tribunal does not find the Applicant credible.
165. Given that the Tribunal finds Ms Organiszczak cogent and credible in contrast, the Tribunal prefers her evidence and the detailed information in the various messages related to the Applicant's behaviour sent by other tenants.
166. The Tribunal therefore finds that the Applicant did behave in a manner variously controlling, aggressive, threatening and intimidating to other tenants, and somewhat dominated use of the Property, including on occasions during the period of the commission of the offence by the Respondent for which rent is repayable.
167. It was noted by the Tribunal- and the Tribunal mentions it lest there be any doubt- that the Applicant suggested poor behaviour of Lucasz. However, whether that was correct to any extent or not does not impact for these purposes.
168. The Tribunal agrees with the Applicant that the lack of effective management by the Respondent- see below- and matters dealt with for the by the Applicant made for a difficult situation. The fact that the Applicant, from an unclear starting time, came to be relied upon by the Respondent and may have regarded himself and/ or been regarded by other tenants as being in a different position to the rest gave a prospect of conflict. The Tribunal finds that increased the scope for problems between the tenants. It does not excuse the nature of the Applicant's behaviour as repeatedly described by other tenants.
169. The Tribunal notes that the Applicant complained that the Respondent left the tenants to resolve issues between themselves and, as returned to below, the Tribunal finds that the Respondent's management of the Property was poor. However, that provides no excuse to the Applicant for his own behaviour.
170. The Applicant sought to take the tenancy of the whole house and be able to sub-let rooms and then sought to purchase the Property from the Respondent. That was April and May 2025 [78 and 81- 82]. However, the Respondent refused. It is difficult to be clear of the extra tenor of the relationship between the Applicant and Respondent until then but the Tribunal finds the evidence to support the parties then falling out. That is consistent with the Respondent then seeking to take proceedings for possession against the Applicant. More immediately, the Respondent

having asked for support from the Applicant is proceedings against Lucasz, the Applicant declined to provide that [83].

171. It was also at that point, by message 10th May 2025, that the Applicant raised with the Respondent that the Property ought to have been licensed. By that stage, licensing was no longer required.
172. The Respondent complained in her case that the Applicant caused her loss because of tenants leaving and difficulties renting rooms out. The facts of the Applicant's behaviour causing other tenants to leave is documented in the many text messages. The Tribunal is not persuaded of the remainder of the Respondent's assertion.
173. The twin issues for her are that in spite of the comments received by her from other tenants, including ones who left, the Respondent is shown by the evidence to have relied upon the Applicant to show prospective tenants round and, most significantly, that of course at any point at which there would have been 3 or 4 tenants at least from August 2024 (although it is right to say not earlier), the Respondent would have been required to hold an HMO License and was unable to lawfully rent out the Property to more than 2 persons without one. On that latter basis, there is at most a fairly limited amount of additional rent which the Respondent could have achieved during the period of the offence and the months either side of that at least until Spring 2025 from which point there could have been one other tenant without a licence being required.
174. The Tribunal considers that it can only give that aspect light weight.
175. The Respondent also provided evidence of a company registered at the Property as at September 2025 [96]. The indication was that the Respondent had been trading from the address. The Applicant did not deal with that point. The Tribunal noted that the terms of the tenancy documents provided include at clause 26 the usual provision not to use a house for the carrying on of any business or similar. The Tribunal lacks evidence of why the company had the Property address as its registered address office and sufficient to find whether it actually traded from there and so cannot find any relevant conduct on the evidence presented.
176. The Respondent alleged that the Applicant had falsified a receipt for a rent payment not actually made. The Applicant said that was not done by him but rather by his boyfriend and without his knowledge when he was out of the country and his boyfriend had access to his account and was managing payments whilst he was away. Whilst the Tribunal does not find the Applicant credible about conduct and that could have fed into a finding on this allegation, the Tribunal concludes that the Respondent failed to make out the allegation.
177. In respect of the boyfriend, the Respondent's written evidence asserted the Applicant has allowed him to live at the Property full time in breach of the tenancy but it was not apparent when that was said to have been and it was not clear upon what basis the assertion was made, not least when the

Respondent said that she was scared to attend at the Property. There is mention in messages of other former tenants to a boyfriend- it is not clear whether the same person throughout or not- but demonstrating full- time occupation and the Applicant did not accept the matter, specifically stating that his boyfriend stayed (rather than living at the Property). There was insufficient evidence supporting the Respondent's allegation.

178. The Tribunal also notes that the Respondent offered that the Applicant and his boyfriend could rent the Property and whilst the copy of the message was poor [81] that appears to have been an offer made in Spring 2025. There was no suggestion of any potential breach. The impression created is that such an arrangement suited the Respondent then but asserting breach by the Applicant suited better in the case.
179. The Respondent finally alleges that the ongoing situation with the Applicant and particular the occupation of the Property by him alone is affecting her mental health. She asserts in general and brief terms an impact on ability to work and on her mental health more generally.
180. There was however no medical or other evidence to corroborate or explain further. Bearing in mind the account taken of the Applicant's behaviour generally and the various conduct matters as a whole, the Tribunal determined that it could give no additional weight to this matter in the absence of such evidence.
181. Set against that, the Tribunal finds that there was relevant conduct of the Respondent. As identified above, the Respondent did not accept the need for an HMO licence and sought to present a case where one would not have been required. The Respondent's management of the house is demonstrated by the evidence to have been poor.
182. The Respondent contended that she had kept asking the Applicant to leave but she did not actually take action despite the numerous complaints of her other tenants at various times. Whilst the Respondent had plainly kept messages of complaints made to her given that she produced them in evidence, she did not produce any evidence of any written complaint, by way of messaging or a warning letter, that she had given to the Applicant about those allegations until the service of the s8 notice. It is at least possible that warning letters highlighting the risk to Applicant's home if behaviour continued might have had an effect in changing at least some of the behaviour complained about.
183. The management of repairs was also asserted by the Applicant to be poor, with specific examples mentioned, and the Respondent was unconvincing in her responses to that. Whilst not related to the most significant disrepair ever, a striking example of failure to deal with disrepair- and a troubling lack of apparent concern- was set out occurring in March 2025. The date was slightly unclear as there is also reference to March 2023 and a sufficiently similar issue that having considered the point following the hearing the Tribunal is less than clear that the two are different. The Tribunal accepts it to be unfortunate that was not identified

so as to be able to be clarified in the hearing, although in the event the particular question is such a small part of the wide picture that nothing is affected by it. It should also mentioned those dates appear in the Disrepair Timeline document [36- 38] which is one of the documents which might potentially not have been considered but the Respondent did not identify any detriment.

184. Photographs revealed damp to the ceiling which the Tribunal considered had the appearance of being caused by a water leak [249]. The Respondent asks the Applicant to apply damp remover, although what is shown in the particular photograph is quite an amount of peeling paint and paper.

185. In addition, a mouldy mattress was shown on a photograph [243]. The Applicant's message says the particular room "looks a bit mouldy" and "Even the mattress has mould", the latter of those at least being unquestionably correct. The Tribunal finds that the photographic evidence shows the mattress, insofar as shown, to be in a very poor and unusable condition. The Respondent's reply is to suggest the Applicant puts a cover over the mattress "until we get someone in" and the continues "The I can maybe change it?" to paint the wall.

186. That is unsatisfactory. It is not apparent that painting the wall would do anything to address the problem. The Tribunal does note that at least the Respondent does not state the mattress will continue to be the one for a tenant to use but "maybe" is a rather less than certain response to a change very obviously necessary. It would be entirely inappropriate to let the room and expect the tenant to use that mattress.

187. More generally, other matters were mentioned by the Applicant and responded to by the Respondent. The Applicant referred to ongoing issues but it is unclear to the Tribunal whether the Applicant meant that issues kept arising or that issues were not addressed and so continued. The "Disrepair Timeline" document prepared by- or more likely from its wording referring to the Applicant as "you" on behalf of the Applicant- next after March 2023 (assuming that date to be correct) records issues in Spring 2025. There are matters which the Applicant tells the Respondent he will sort out. The Respondent maintained in the hearing that she had sent contractors round to the Property and had paid them. The Tribunal accepts that she did on some occasions, although it was also abundantly clear that she asked the Applicant do deal with some matters, for example the mould/ paint above.

188. The Tribunal was unable on the evidence to find that there was delay in undertaking repairs which amounted to a breach of contract and/ or statutory requirements, given that a landlord in such a situation would have a reasonable time in which to undertake any repairs. There was too little evidence. It is quite plausible that the Respondent would have been in breach but for actions of the Applicant in some instances. There is mention of the Applicant incurring some cost but not what that was and it is not

demonstrated that he sought re- imbursement so it cannot be known whether that would have been agreed or refused.

189. Overall, the repair matters are found by the Tribunal to give rise to some unsatisfactory conduct by the Respondent, but the Tribunal finds that is as far as it can go on that specific point.
190. The Tribunal found it somewhat unexpected in light of the messages that in the hearing the Respondent expressed surprise at the Applicant's claim that he had undertaken tasks at the Property. She accepted only about asking for someone delivering a washing machine to be let in but that was not credible.
191. The Tribunal is not persuaded by the Respondent's assertion that she did not address issues because she did not feel safe attending the Property alone and finds that she has sought to latch onto the allegations about the Applicant's behaviour as an excuse for poor management. That is by no means to detract from the wider fact that it is perfectly understandable that a female landlord may be fearful of attending a property occupied by a male tenant believed to be aggressive. The relevant point is that there is no convincing evidence in this instance that was the cause of the poor management.
192. The Respondent had also said that was why the Applicant showed prospective tenants the Property- that is to say because the Respondent did not feel safe doing so and why the Applicant undertook small works. However, the Tribunal was again not persuaded of that being the reason.
193. Those matters combined with the failure to identify the need for licensing demonstrate a failure on the part of the Respondent to properly seek to understand and then to operate on the basis of her responsibilities as a landlord. The Tribunal found some truth in the Applicant's assertion that the Respondent was not interested in the Property but only being paid the money.
194. The Applicant additionally contended issues arose with his deposit. He said that the amount of the deposit altered each time he moved rooms, to be the equivalent of a month's rent in each instance, starting at £275.00, increasing to £400.00 and finally being £480.00. It was alleged that the first deposit was protected in a scheme, but the later ones were not.
195. The Applicant did not expand on the above in his written case, he was not questioned about the matter by the Respondent and did not otherwise say anything about it. The Tribunal did not raise the issue because of the various other and apparently more significant issues as to conduct raised by the parties and the hearing time available. It follows that there was no evidence about what was said about deposits, when and how any sum was paid, or most significantly about the amount which was protected and that there was an additional sum not protected.

196. The Respondent additionally said that the deposit was repaid in full in November 2025. The Applicant did not dispute that and evidence of the payment was provided [65]. The Tribunal notes that if there had been a failing in protecting the deposit, there would have been a need to return the deposit before a valid section 21 Notice Seeking Possession could be served. The bundle included [58- 60] such a Notice and a section 8 Notice and documents relating to service of them. The step and the timing of it are consistent a failure to protect and with possession proceedings.
197. The Tribunal finds that by far the most likely reason for the repayment. In any event, the Respondent accepted not securing some of the deposit, although only the £80.00. The Tribunal does not consider the difference between the parties as to the sum not secured significant and does not consider it necessary to make a specific finding.
198. In those circumstances the Tribunal found this allegation to be correct.
199. As touched upon above, there are negative conduct issues found which go against both of the parties. The Tribunal finds the issues with the Applicant's conduct to weigh the greater of the two, although the scales tilt rather less than they would if there had not also been relevant conduct of the Respondent.
200. There were various matters in the bundle about the Applicant remaining in the Property and the Respondent's need to sell, together with questions in the hearing but the Tribunal did not consider those took matters further for these purposes.

Previous offence

201. The Applicant did not assert any previous relevant offence had been committed by the Respondent and there was no evidence of any.
202. The Tribunal finds there was no previous relevant offence.

Other circumstances than those specifically listed in the 2016 Act

203. The Tribunal does not identify any other relevant circumstances.

The appropriate award

204. The Tribunal principally concentrates on the offence itself, including but not limited to how that sits with the Upper Tribunal cases referred to above, and then making allowance for the conduct matters insofar as found. The Tribunal carefully weighs the seriousness of the offence in the context of rent repayments orders and has considered the appropriate percentage of the relevant rent paid which reflects that. The Tribunal has then adjusted that for the balance of relevant conduct.
205. The Tribunal considers that those matters taken together merit an award of 30% of the rent. The Tribunal therefore awards the Applicant a

sum equivalent to 30% of the net rent paid in respect of the period in which the offence of failing to hold an HMO Licence was committed. So, 30% of £1440.00.

The amount of the repayment

206. A rent repayment order is therefore made in favour of the Applicant in the sum of £432.00.

207. That sum shall be paid by the Respondent within 28 days.

Application for refund of fees

208. There was nothing specific said in the hearing in relation to the fees paid in respect of the application. However, it is rather implicit that the Applicant sought the fees back should they be successful, namely reimbursement of the £114.00 issue fee and the £227.00 hearing fee.

209. It is difficult to identify what the parties could have advanced which would have assisted the Tribunal with considering how to approach the fees beyond the impact of the outcome of the application.

210. Fees having needed to be paid in order to bring the claim and the Applicant has been successful in the proceedings in the sense of the Respondent being ordered to repay an amount of rent. However, he has been successful in a very modest sum and not far beyond the fees payable to bring the case. It is doubtful that was a proportionate step to take. The Applicant has also succeeded to the tune of less than 10% of the award sought, which was for a full 12 months of full rent.

211. Taking those features together, the Tribunal does order the Respondent to pay part of the fees paid by the Applicant in the sum of £200.00, to also be paid within 28 days.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.