



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

Case reference : LON/00BB/HMF/2026/0016

Property : 32a Little Ilford Lane, London E12 5PW

Applicant : Ms Anna Stelmach (“A1”)
Mr Julian Widakowicz (“A2”)

Representative : Julian Widakowicz

Respondent : Mr Joseph Mackin

Representative : James Mackin

Type of application : Application for a Rent Repayment Order
by Tenant under ss 40, 41, 43 & 44 of the
Housing and Planning Act 2016

Tribunal member(s) : Judge D Brandler
Stephen Mason BSc FRICS
A Onigbode

Venue : 10 Alfred Place, London WC1E 7LR

Date of hearing : 15 July 2026

Date of decision : 23 July 2026

DECISION

Decision of the tribunal

- (1) The Respondent shall pay to the 1st Applicant the sum of £615 further to the making of a Rent Repayment Order. That amount to be paid to the first Applicant within 28 days of this order.**
- (2) The 2nd Applicant’s application is dismissed.**

- (3) The tribunal makes no order to repay the tribunal fees, as none were paid.**
- (4) The tribunal makes the determinations as set out under the various headings in this decision.**

The relevant legislative provisions are set out in an Appendix to this decision.

Reasons for the tribunal's decision

The application

1. By an application dated 24/08/2025 Anna Stelmach ("A1") and Julian Widakowicz ("A2") applied for a Rent Repayment Order ("RRO") in respect of rent paid to Joseph Mackin ("the respondent") from 04/10/2023 to October 2024 in the sum of £4,920.

2. The applicants allege that the respondent landlord has committed the offence of control and management of an unlicensed HMO under s.72(1) of the Housing Act 2004 ("the 2004 Act"); they allege in the alternative that the respondent landlord committed the offence of being in breach of Additional Licencing requirements managed by the London Borough of Newham ("the Council") in breach of s.95 of the 2004 Act the scheme being in force from 01/06/2023 which required licensing of all HMOs with three or four unrelated people, forming two or more households and sharing facilities such as kitchen, bathroom and toilet; in the alternative that the respondent landlord committed the offence of being in breach of Selective Licensing requirements managed by the council which was in force from 01/06/2023 which required all privately rented properties in the Borough to be licensed.

3. The alleged offence relates to 32a Little Ilford Lane, London E12 5PW ("the property") which is said to contain 4 rooms which were said to be occupied by seven people from three separate households.

4. The applicants allege that their tenancy of room 4 began on 4/10/2023 until 09/04/2025 when they vacated their room. There was no written tenancy agreement, the terms were verbally agreed between A1 and the respondent landlord as follows:

- (i) Rent of £410 pcm to be paid in cash to the respondent each month when he came to the property to collect the rent [A/21]
- (ii) The tenants were responsible for the bills which were excluded from the rent

5. The applicants are applying for a RRO in the sum of £4,920 for 12 months, from 04/10/2023 until October 2024 which represents the first 12 months of their occupation [A/21]

6. The respondent denies that the property required licencing, and in the alternative puts forward a reasonable excuse defence because

- (a) The house which is owned by the respondent contains two separate self-contained flats. The ground floor flat has a licence and is let by the respondent to a family, and this demonstrates that the respondent did not seek to avoid licensing where he was required to do so. The upper flat, which is the subject of this application, is a two-room self-contained flat with a kitchen and a bathroom and was the respondent's residence during the relevant period, from which he had been ousted by the applicants. The respondent, who is 85 years old, had become ill around October 2023 and went to stay with his son to recuperate. In his absence, the respondent's lodger, Natalya Sampara ("Natalya"), placed an advert in the local Ukrainian church advertising the room for rent at £410 pcm.
- (b) It was Natalya who was the applicants' landlord when they moved into the property, not the respondent.
- (c) In November 2023 the respondent's lodger told the respondent that she had let his room out to the applicants, and that she was charging them £410 pcm. The respondent was very upset because it was his room and he wanted to return to live there when he was better. The lodger then handed the money to the respondent.
- (d) Although the respondent accepted the money from the applicants, he kept telling them that they had to move out because he wanted to return to occupy his flat. They kept refusing. Then on or around November 2024 the applicants made a false allegation against the respondent to the Council stating that he had threatened violence if they did not move out by getting his family members to come and threaten them. They did not call the police. It was at that stage that the respondent's son said that he pushed his father to seek legal advice to remove the applicants from the property by a court order. The matter was placed into the hands of solicitors.
- (e) Possession proceedings were issued against the applicants further to service of a Notice to Quit, and the matter was finally settled at the Stratford Housing Court by way of a consent order confirming that there were no rent arrears.

7. The respondent accepts that the property was not licenced, but he says that he didn't licence it because he had been ousted from his room and wanted to return. He could not see why he should pay for a licence when the applicants should not occupy his room.

8. Directions were issued on 14/02/2026 and amended on 24/02/2026.

The hearing

9. The Tribunal did not inspect the property as it considered the documentation and information available in the trial bundles provided sufficient information.

10. This was a face-to-face hearing. The applicants provided a bundle of [A/54] pages, and a reply bundle (Reply/3] pages. The respondent provided a bundle of documents of [R/22] pages. Any reference to pages from those bundles will appear in [] with those prefixes.

11. Both applicants attended the hearing and were represented by A2 and were assisted by an interpreter fluent in Russian. While the applicants identify as dual nationals of Ukraine and Poland, when it became difficult to arrange an interpreter fluent in Ukrainian, they confirmed that they both speak Russian. They both also speak English, A2 speaking better English than A1. The Applicants both confirmed that they understood the interpreter and were asked to alert the Tribunal if they did not understand anything during the course of the hearing. Neither applicant raised any such issue during the course of the hearing.

12. The respondent attended the hearing and was accompanied by his son James Mackin who was his representative. They were accompanied by Inna Feroian who had provided a witness statement written in English with no original in Ukrainian. While she had some difficulty with English, no interpreter had been requested for her. As she does not speak Russian, the Tribunal managed with her limited English only. The respondent's other witness, the respondent's lodger, Natalya, provided a witness statement dated 22/03/2026, did not attend the hearing. The Tribunal were told that she had travelled to Ukraine to see her mother.

Preliminary issues

13. The applicants' witness statements were written in English, not in their native language. Given the requirement of an interpreter, this was investigated at the start of the hearing. The tribunal were satisfied that A2's English was good enough such that he did not require the witness statement to be translated. A1's English appeared much more limited and to resolve the issue, although she was adamant that she spoke and understood English, but had trouble with accents only. Nevertheless, the interpreter translated the witness statement into Russian for A1 and she confirmed the veracity of her statement.

14. A2 confirmed that he had carried out research in the library so as to enable him to draft the application and the witness statements.

The evidence

The property

15. The property is a self-contained flat on the first floor of a freehold house owned by the respondent. He converted the house into two self-contained flats. From 2020 until 2025 Inna Feroian, her husband and their daughter occupied the ground floor flat. The ground floor flat does not share facilities with the 1st floor flat. The ground floor flat is licenced by the Council.

16. At the start of the hearing A2 confirmed that he accepts that the ground floor flat does not share any facilities with the subject property, and that the application relates only to the subject property which is the first-floor self-contained property.

17. The first floor flat contains 2 rooms a bathroom and a kitchen. One of these rooms is occupied by Natalya. The other room was said to have been occupied by the applicants from 04 October 2023 to April 2025. The room occupied by the applicants had two large white wardrobes, a double bed, and bedside cabinet and one or two chairs. There is no sitting/living room. The kitchen is small with a folding table.

The applicants' case

18. A1 states that she found the property advertised for rent in the Ukrainian church and she answered the advertisement. The person who had placed the advertisement was Natalya who was occupying one room in the property. A1 said that she viewed the room with A2 and decided to take it, but that the lodger told her she would have to wait to meet the landlord. A1's case is that she then met the respondent who made a verbal agreement for them to occupy the room at a charge of £410 pcm in cash and that A1 would have to pay bills. A1 states she paid the full rent. A2 agrees he did not pay any rent.

19. A1 stated that as soon as she moved into the property, she put the gas bill in her name because she said she needed to do that so that she could apply for a bank account. She told the tribunal that she needed a utility in her name to do so. Then some months later, A2 put the gas bill in his name because he wanted to be able to register with a GP and to obtain a library card. It was admitted by A2 that they had rows with the Natalya because she didn't want them to put the gas in their names. They seem to have had little trouble doing this without the consent of the respondent or Natalya. However, there were some inconsistencies in what A2 told the tribunal. Initially he said that the lodger didn't want them to put the gas in their name, but then he said that "Natalya told the respondent that we were putting the gas in our name". However, Natalya was not present at the hearing to clarify the issue, and the respondent appeared confused about the whole issue.

20. The room was said to be occupied by A1 and A2, who are said to be mother and son, contains one double bed only. When asked if A2 slept in the bed with his A1, he replied that he had a bad back and had slept on the floor for the duration of their occupation.

21. In oral evidence A1 initially told the tribunal that the respondent had engaged in harassment against them. When asked if she had called the police, she replied that she had not. When asked why not, she changed her mind about her allegation and told the tribunal that in fact she had used the wrong word in Russian, and confirmed that the respondent had not harassed them, but had been demanding the rent. However, although that allegation was withdrawn at the hearing by A1, an allegation of harassment

and threats of violence was previously made by her to the Council. The Council's letter to the respondent dated 17/01/2025 to the respondent from the Council states *"I am writing further to the email sent to you on 24th December 2024, our telephone conversations of 5th December 2024 and 10th January 2025 regarding an alleged incident of harassment including threats of eviction towards your tenant Anna Stelmach on or around 29th November 2024 that occurred at the above address. I have been informed that you attended the property and ordered them to leave otherwise you would get your family onto them. The tenants have stated that they felt threatened by your behaviour. Please note that if these allegations are true, you are committing a criminal offence under Section 1 of the Protection from Eviction Act 1977"* [R/7].

22. She also stated that she had applied for Pension Credit but had been refused. There was no documentary evidence to confirm this.

23. When asked how she spent her days, A1 stated that she was out of the property all day till late at night visiting women's groups, who provided free clothing, free food, advice and a laptop computer for A2. She said she could not apply for work because she did not have proof of address. Once she had the proof of address by way of the gas bill, it seems she did not apply for work either. There is evidence that she had been undergoing treatment for cancer at UCLH. She also confirmed that they flew back to Poland in early 2025. When asked how they survived without benefits or earnings, A2 said they had brought money from Ukraine when they first came some years earlier and said that it was incredibly cheap to live in London because you could get free food, clothing, and a laptop.

24. A1 said that they had left Ukraine originally in 2020 with their own money on which they lived. They then returned to Ukraine in 2021 and came back to London just before they found the property in September 2023. She said they could afford all the flights because flights are very cheap.

25. A1 told the tribunal that the respondent came to the property on Sundays once a month to collect the rent. She said that he came on a Sunday because he worked on building site during the week. The respondent confirmed that he did collect rent, but that he hadn't worked on a building site for many years due to his age. He is over 85.

26. A2 asserts that his mother had an Assured Shorthold Tenancy at the property. He relies on the evidence of the possession proceedings brought by the respondent against her, where he says the respondent accepts his position as a landlord, and accepts that there were no rent arrears. This he says is evidenced by the consent order agreed at Court signed by the respondent's solicitor, as were the particulars of claim.

The respondent's case

27. The respondent had great difficulty remembering details during the course of the hearing. He appeared confused and could not remember how

long he had owned the house. His son, James Mackin confirmed the respondent has memory problems due to his age but that he has no official diagnosis. The respondent is over 85 years old.

28. The respondent was very clear about how he felt when he found out that his lodger had let the applicants occupy his room. He told the tribunal that he was furious. He had left the property only due to being unwell and went to stay with his son just until he recovered. The applicants were stopping him from returning to his home.

29. The respondent allows people stay in his flat when they need help. He told the tribunal that Natalya's mother sometimes came to stay, and sometimes, refugees from Ukraine who have fallen on hard times may need to stay for a week or so and he lets them. He seems to have struck up a connection with the Ukrainian community given that all his tenants in the downstairs flat and his lodger are Ukrainian. His arrangement with the Ukrainian family in the ground floor flat is by way of a written AST [R/4]. The ground floor flat has a valid licence issued by the Council which is valid from 01/06/2023 to 31/05/2028.

30. The Council wrote to respondent about making a licence application for the property, which the respondent resisted because he wanted to move back into his flat. However, further to the threats of prosecution in this regard and given the time it took him to have the applicants evicted, he did obtain a licence for the property valid from 03/02/2025 [R/14].

31. In oral evidence there was mention of a Dubschek family who had occupied the respondent's room in June. The respondent says that he let them stay a week or so because they were in difficulty and he wanted to help.

32. In oral evidence his son told the tribunal that the respondent was "soft" and that it was only when the Council had written to say there had been allegations of harassment that the son pushed the respondent to make the applicants leave because they had lied about him making these threats.

The rent

33. The respondent does not deny receipt of £410 pcm from A1. But he told the tribunal that he had never seen A2 until the court hearing at Stratford Housing Court in January 2025. The respondent's contact had always been with A1.

Conduct

34. The tribunal find no poor conduct on by the respondent, the allegation of harassment made by A1 having been withdrawn by her at the hearing.

35. The tribunal find poor conduct by the applicants as follows:

36. A1's false allegation of harassment and threats of violence against the respondent leading to the Council writing to him with warning him that if the allegations were true, he could face a prison sentence. This was extremely concerning and intimidating to the respondent and his family.

37. A1 and A2's behaviour was manipulative and opportunistic, and they took advantage of an elderly vulnerable man, whose lodger had invited them into the property. It appeared to the tribunal that A2 by way of his research in the library had sought to build a case for a RRO and attempting a higher award by making false allegations of threats of violence.

38. The tribunal found that the applicants had an ulterior motive for taking the room, that was demonstrated in their determination to put the gas bill in their name during consecutive periods. That action was clearly in opposition to the wishes of the lodger, and with no permission of the respondent. The tribunal found that this was supported by the fact that the applicants had not previously or since their occupation of the property had a permanent place to live in the UK. When they are in the UK, they spend time staying with friends, otherwise appear to fly back and forth to Poland.

Housing benefit payments

39. The applicants say they did not receive any benefits in the UK. A2 says he sought advice from the CAB who said he could not claim anything, and A1 states that she made a claim for Pension Credit but was refused. There is no challenge made to that claim.

The decision of the tribunal

40. The Tribunal finds beyond a reasonable doubt that the respondent landlord has committed the offence of being in breach of Selective Licensing requirements managed by the council which was in force from 01/06/2023 which required all privately rented properties in the Borough to be licensed during the period 04/10/2023 to January 2025. The tribunal find that he has a reasonable excuse defence for part of that period.

41. The tribunal find that Natalya, the lodger, and A1 occupied the property for the period claimed. The Tribunal were not satisfied beyond a reasonable doubt that A2 occupied the property as his main home, given his claim that for an extended period he slept on the floor, and given the long absences from the property apparently in the library from 10 a.m. to 10 p.m. and given that the respondent has never seen A2 until court hearing in January 2025. The Tribunal also accepts the statement from A2 that he did not pay any rent.

42. The tribunal determine that a RRO therefore must be made.

The reasons for the decision of the tribunal

43. The respondent did not make a verbal contract with A1 to rent a room to her. The contract was made verbally between Natalya and A1 without the respondent having knowledge of it. Natalya was the landlord at the time of the contract.

44. The respondent was not aware that A1 was occupying the property until November 2023 when Natalya told him that she had let his room to the applicants and gave him the rent she had accepted from A1. From that point the respondent accepted his position as A1's landlord. He was not able to occupy his room and so he could not claim the exemption from licencing requirements, as a landlord in occupation. Even though he asked A1 to vacate his room so that he could move back in, she refused and there was then a delay in him issuing possession proceedings at court against A1.

45. The tribunal found that the respondent has a reasonable excuse defence to the making of a RRO for a limited period given the circumstances of the letting by his lodger. That period of reasonable excuse defence is from 04/10/2023 until 04/12/2023 because from 4/10/23 to at least 4/11/23 the respondent was not aware of the applicants occupying his room. He should at that stage have applied for a Temporary Exemption Notice or issued possession proceedings but failed to take the latter action until late 2024 or early 2025. The tribunal considered a short period of grace after he found out was reasonable, given that the Council would have given him a deadline by which he should apply for a licence, thereby giving him some leeway and time to apply. The tribunal therefore allow a further month for his reasonable excuse defence.

46. The tribunal found the applicants to be dishonest and opportunistic in seeking to obtain accommodation for the purpose of putting utilities in their names for other services.

47. However, the respondent was aware of licencing requirements, having licensed the ground floor flat. His failure to apply for a TEN, or issue possession proceedings until a year later, he has no reasonable defence excuse from 5/12/2023 and so a RRO must be made against him for the remainder of the period claimed by the applicants from 5/12/2023 to 04/10/2024.

48. In considering the amount of a RRO, the tribunal has to have regard to the landlord and tenant conduct as well as the landlord's financial circumstances. No submissions were made in relation to the landlord's finances. The tribunal also have to consider whether the landlord has been prosecuted, for which there is no evidence.

49. In relation to the landlord's conduct the Tribunal find nothing adverse in his conduct. Indeed, he appears to have formed a relationship with the Ukrainian community and demonstrated that he sought to help that community or members of it who were in need of assistance.

50. The tribunal find very poor conduct by the applicants as detailed above.

51. The Tribunal keeps in mind that a RRO is meant to be a penalty against a landlord who does not comply with the law. It is a serious offence which could lead to criminal proceedings. Taking these matters into account and having had regard to the principles set out in *Acheampong v Roman* [2022] UKUT 239 (LC) at paragraphs 8-21:

- a. The maximum award that the Tribunal is able to award is the rent paid, net of housing benefit (no utilities are included in the rent). The net rent paid by A1 for the period from 04/12/2023 to 04/10/2024 was £4,100: No rent was paid by A2.
- b. The Tribunal note that that the offence of control or management of an unlicensed HMO is less serious than the other offences in respect of which RROs can be made.
- c. The tribunal has considered the UT case of *Newell v Abbott* ([2024] UKUT 181) as well as the cases considered in that case at paragraphs 48-56, to remind ourselves of the level of RROs made for breach of licencing which vary widely. The Tribunal also considered the recent case of *Chinn v Hoilund-Carlson* [2026] UKUT 110 (LC) where a landlord had deliberately breached licensing requirements for a HMO, which was an aggravating factor which was likely to increase the award, and the award in that case was increased to 50% to account for the deliberate breach.
- d. The tribunal determine that 50% in the current case is the starting point given the failure to act when a licence was required and given his knowledge of the scheme. However, the tribunal takes into account the very poor, manipulative and deceitful and opportunistic conduct of the applicants in taking advantage of an elderly man who was trying to assist the community and reduces that by 35% of the rent paid.
- e. Taking all of the factors above into account the respondent is ordered to repay to A1 15% of the rent paid by her for the period 04/12/2023-04/10/2024 s order being issued to the parties.

52. The Tribunal therefore makes a RRO against the respondent in the sum of £615.00 to be paid to A1 within 28 days of this decision being issued.

53. No order is made to repay the tribunal fees; the applicant having had the benefit of help with fees.

Name: Judge D. Brandler **Date:** 23 July 2026

ANNEX

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

(2) A person commits an offence if–

(a) he is a person having control of or managing an HMO which is licensed under this Part,

(b) he knowingly permits another person to occupy the house, and

(c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if–

(a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time–

(a) a notification had been duly given in respect of the house under section 62(1), or

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse–

(a) for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b) for permitting the person to occupy the house, or

(c) for failing to comply with the condition,

as the case may be.

(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.

(7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are—

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

- (a) repay an amount of rent paid by a tenant, or
- (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

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

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

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

Section 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
- (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

(3) A local housing authority may apply for a rent repayment order only if—

- (a) the offence relates to housing in the authority's area, and
- (b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).

(2) A rent repayment order under this section may be made only on an application under section 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance with—

- (a) section 44 (where the application is made by a tenant);
- (b) section 45 (where the application is made by a local housing authority);
- (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

***If the order is made on the ground
that the landlord has committed***

***the amount must relate to rent
paid by the tenant in respect of***

an offence mentioned in row 1 or 2 of the
table in section 40(3)

the period of 12 months ending
with the date of the offence

an offence mentioned in row 3, 4, 5, 6 or 7 of
the table in section 40(3)

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

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

- (a) the rent paid in respect of that period, less
- (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

- (a) the conduct of the landlord and the tenant,
- (b) the financial circumstances of the landlord, and
- (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

