



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

Case reference : LON/00AZ/HMF/2025/0942

Property : 93b Sydenham Road, London, SE26 5EZ

Applicant : Ms Amber Harrison (“A1”)
Ms Dora Pocsai (“A2”)
Mr Kimon Panayiotis Fatseas (“A3”)
Ms Gammorah Britton Gibson (“A4”)

Representative : Amber Harrison

Respondent : Miss Khaula Zahid

Representative : Michael Field of Counsel

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
Carolyn Barton MRICS

Venue : 10 Alfred Place, London WC1E 7LR

Date of hearing : 26 June 2026

Date of decision : 16 July 2026

DECISION

Decision of the tribunal

- (1) The Respondent, Khaula Zahid, shall pay to the Applicants the sum of £17,244.00 further to the making of a Rent Repayment Order. That amount to be paid to the Applicants in the following proportions within 28 days of this order.
- (a) To Amber Harrison (“A1”) the sum of £5,220.00

- (b) To Dora Pocsai (“A2”) the sum of £4,950.00
 - (c) To Kimon Panayiotis Fatseas (“A3”) the sum of £1,944.00
 - (d) To Gammorah Britton Gibson the sum of £5,130.00
- (2) The Respondent is further ordered to repay the Applicants the sum of £330 for the fees paid to this Tribunal in relation to this application within 28 days of this order.
- (3) 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 Amber Harrison (“A1”), Dora Pocsai (“A2”), Kimon Panayiotis Fatseas (“A3”) and Gammorah Britton Gibson (“A4”) applied for a Rent Repayment Order (“RRO”) in respect of rent paid to Khaula Zahid (“the respondent”) from 01/09/2023 to 31/08/2024 in the sum of £22,992.18
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; 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 Lewisham (“the Council”) the scheme being in force from 5/04/2022 expiring on 04/04/2027 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 01/07/2024 until 01/07/2029 which required all privately rented properties in the Borough to be licensed.
3. The alleged offence relates to 93B Sydenham Road, London SE26 5EZ (“the property”).
4. The respondent accepts that the property was required to be licensed during the period of claim under the Additional Licensing requirements and accepts that a RRO must be made against her, but asks the Tribunal to consider their discretion and that any award of a RRO against her be significantly reduced, considering the established principles set out in caselaw and the statutory factors in s.44 of the 2016 Act.
5. The respondent further alleges that the applicants failed to leave the property in a good condition and that the majority of the deposit was retained, by agreement with the applicants for damages caused.

6. The 4 applicants entered into an Assured Shorthold Tenancy agreement (“AST”) with the respondent landlord signed on 29/08/2023 for a period of one year from 01/09/2023 at a monthly rent of £2800.00. No bills were included in that rent. A deposit of £2800 was paid. The respondent accepts that they failed to protect the deposit within the requisite time limit but that it was protected shortly after the deadline. The monthly rent was paid in the following proportions by the 4 applicants: A1 paid £580; A2 paid £550; A3 paid £640; A4 paid £570.

7. A 5th tenant joined the tenancy after its start, but plays no part in these proceedings.

8. The Council confirmed in writing on 09/09/2024 that the property had not been licensed.

9. The applicants allege that the property did not meet the necessary standards under The Regulatory Reform (Fire Safety) Order 2005: there were inadequate smoke alarms installed at the start of the tenancy; there was no door at all from the kitchen, and the bedrooms did not have HMO compliant fire safety doors; that there were no safely installed or recently serviced fire extinguishers in the property; that there was no fire blanket; that there was no emergency lighting; that the managing agent’s details were not displayed in the property; that they were not provided with the landlord’s contact details within 21 days of request (L&T ACT 1985); that the emergency route and exit from the property did not meet the necessary standards; that the only access to and from the property via the external metal staircase was dangerous and put them all at risk of serious injury, or worse, further to one of the metal stairs collapsing and breaking away while A3 was walking down the stairs; that there was a serious window leak in A2’s room, with mould, that was never properly remedied; that there was broken furniture in the property when they arrived as well as a cracked electrical socket in the kitchen and a loose ceiling light; as well as defects in the property when the tenancy started, some of the defects were never properly remedied and the property was very dirty at the start of the tenancy; and that the prescribed information was not provided within 30 days of the deposit having been paid to the respondent landlord.

10. Directions were issued on 02/02/2026.

The hearing

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

12. This was a remote hearing conducted by video. The applicant provided a bundle of [A/236] pages as well as a reply bundle of [AReply/50] pages. The

respondent provided a bundle of documents of [R/228] pages. Any reference to pages from those bundles will appear in [] with those prefixes.

13. A1, A2 and A4 joined the hearing by video connection and were represented by the lead tenant A1. The respondent joined by video from Canada where she lives, having obtained the Tribunal's permission to give oral evidence from outside the United Kingdom. She was represented by Michael Field of Counsel. Also present as a witness for the respondent was her managing agent, Harun Miah, director of Prime Finders Limited.

Preliminary issues : 2 applications made by the Applicants on 22/06/2026

14. The first application sought permission for the applicants to resubmit their bundle of evidence due to a formatting issue. They did not attach the new bundle but did include a few pages with a photograph. The application was not opposed by the respondent and the pages and photograph were admitted as evidence. There was no alternative bundle produced and the hearing relied on the applicants' original bundle.

15. The second application sought permission for A1 to present A3's evidence in his absence from the hearing. A3 was not able to attend the hearing due to training commitments in a new job. Evidence from the employer was provided. The respondent did not object to the application but sought to restrict A1's presentation of A3's evidence to only that evidence that was within her knowledge. Application permitted on that basis.

The property

16. The property is a 5 bedroom single storey flat at second floor level. It is contained with one other flat within a mid terraced three storey Victorian/Edwardian building fronting the A212 running through Sydenham. This is a busy commercial road comprising a wide variety of lock up shops. Uses to either side comprise a fried chicken shop and a grocery store selling butchery/fresh fish. The ground floor of the building is occupied by a betting shop. There is also a narrow service road to the rear of the premises affording access to the flats via a gate and across a small patio. The sole means of access to both flats is then via an external iron staircase attached to the rear elevation of the building. The metal staircase also serves as the only means of escape from both flats in time of emergency. There is little external lighting.

17. As one enters the property there is an open plan kitchen/dining space. A corridor from there leads to 5 bedrooms which are of various sizes: one large bedroom, three medium sized bedrooms and one small box room. There is a shared bathroom with a WC and shower and a 2nd WC room containing a Saniflo WC.

18. The respondent landlord is the leasehold owner of the property which she purchased by auction in 2020 and which was managed by the director of Prime Finders Limited, Mr Harun Miah.

The rent

19. The respondent accepts that the rent, as claimed, was paid to her. It was paid net of utilities. A bank statement from A1 demonstrated the full payment of rent for the full period claimed from 01/09/2023-31/08/2024 in the sum of £2,800 pcm. A bank statement from A1 also demonstrates the amounts of monthly rent paid by each tenant as detailed above in paragraph (6).

20. While the respondent challenges the award of 100%, she admits that a RRO should be made against her and suggests an award of 35-40%, no challenge was made as to the amount of rent paid by each of the applicants or the amount of housing costs deducted.

21. The only issue for the tribunal to determine therefore is the amount to be awarded to each applicant.

The evidence

22. The applicants allege that the property could not have been licenced due to the defects they had to endure during their tenancy, and further that those defects put them at risk of serious injury or worse. There is no documentary evidence that a licence has been granted since the end of the applicants' tenancy, although there is an email from the local authority that an application was made in 2025. The issues raised by the applicant tenants are as follows:

The external metal staircase

23. The condition of the staircase is the most serious of the complaints, given that one of the treads cracked, collapsed and fell away from under A3 as he was descending the staircase on 30/09/2023. He was holding onto the handrail at the time which may have contributed to him not falling, but the alternative was not lost on either party. [A/76,79]

24. Although A3 was not at the hearing, the above incident, the contents of his emails, the responses from the respondent's managing agents and the emails from the freeholder do not dispute anything claimed by A3 in relation to this incident. Email correspondence confirms that after this incident more cracks appeared on other treads down the staircase causing the applicants great concern for their safety. Remedial works had to be stopped because it was reported that the vibrations were causing further cracks and it was confirmed at the hearing that the staircase has never been replaced although the freeholder in an email to the respondent's agents confirms that the staircase needs to be replaced. No inspection report has been provided assessing its safety.

25. By email dated 11/10/2023 A1 wrote to the respondent's agent *"URGENT – metal staircase repairs. As we notified you on the day, one of*

the metal stairs leading up to our flat fell through on 30/09/23. This is the only access route to the flat, making it extremely dangerous. On 01/10/23 two maintenance men came to assess the damage and told us that multiple other stairs are at risk of breaking too and we're very concerned for our safety. They have not come back since to carry out the repairs. We are extremely lucky that Kimon wasn't hurt when the first stair fell through; if this happens again there is risk of death or serious injury, and it will become impossible to access the flat. I sent you a reminder via whatsapp on 03/10/23 to ask that you follow up with the maintenance team, however, I got no reply. On 07/10/23 the fire department visited the flat to assess the fire risks and fit new alarms after realising they had not been provided by Prime Finders. They expressed that the missing stair was very dangerous and warned that it should be fixed ASAP as this is our primary fire escape route. We have used bright caution tape to warn anyone who uses the stairs, however, this is not enough to eliminate risk of serious injury and has already caused major inconvenience..." [A/81].

26. By email dated 13/11/2023 A3 reported further cracks in the stairs and sent photographs also demonstrating the tape they had put on the stairs [A/85-86, 99-100]

27. In oral evidence A1 told the Tribunal that they had not only been afraid for their own safety going up and down the stairs, but that they knew children used to run up and down the stairs, for fun, given that the access was not restricted in any way. This was of particular concern during Halloween. They were concerned for their safety as well as delivery people, and had put tape across the gap between the stairs originally. They were so concerned they asked the London Fire Brigade to attend the property. They installed two smoke detectors, reported concern about the fire exit arrangements and described the property as a 'high risk' in time of emergency.

28. A2 felt particularly vulnerable going up and downstairs as she is only 5'2" and did not feel confident carrying her own shopping up the stairs due to the gap.

29. The respondent and her agent Mr Miah are both of the opinion that they responded quickly and did what they could to resolve the issue, but that the staircase was not their responsibility but was the freeholder's property. In essence they considered that the respondent's duty to her tenants' safety ended when the freeholder accepted responsibility and started to consider works. The respondent stated in oral evidence that she was not in a position to take on the freeholder's responsibility in this regard and relied on her agent primarily, but also on the fact that the freeholder was in charge of these repairs.

30. The extent of Mr Miah's actions further to the stair incident are detailed in his witness statement from paragraphs 10-21 [R/13-16] detailing all his actions from 30/09/2023 to 14/12/2023. Those paragraphs confirm that when he received notification from the tenants, he promptly contacted the

freeholder. Of particular note is paragraph 12 of his witness statement in which he quotes from his email to the tenants dated 13/10/23 as follows:

“Metal staircase repairs

When this was raised with us on Saturday 30th Sept 2023, we immediately contacted the maintenance people who came out and done a risk assessment. Can I just clarify that this is not our responsibility and is the responsibility of the free holder who are together property. I explained to them the safety risks and they promised to at the least fix it on a temporary measure. They also promised to fix it the day after as the cited that the (sic) needed specialist parts.

After further examination and our enquiries they said there maybe other stairs that need looking into thus its better that they change other stairs as well. As you rightly point our this was urgent and we was under the impression this was done as we didn't hear anything back from yourselves so thought it was completed. We also gave email address details to Kimon as he wanted to also chase this up.

After receiving your email I followed this up with together property, please see their response below.

Further to our phone call earlier to confirm the staircase has been investigated by two companies so far, however, we have been recommended to replace the stairs entirely in order to fully resolve the issue. We have received one quote for repairs and one for replacement, however, before going ahead I need a comparable quote and second option so I have instructed two new companies GHD Developments and Cuttle Construction to attend and investigate, I have contacted them both this afternoon to chase this up.

We did arrange for temporary repairs to be carried out in the meantime, however, we have had to cease these for the time being as the engineers noted that the vibration of the works being carried out could cause further issues with other parts of the staircase.

We are looking to have these works carried out asap and will be in contact with everyone once we have an update and start date.

I have asked for a timeline but they are not able to give me a timeline as they are waiting for the last competitive quote. I know this is nuisance and please believe me we are following this up with the to make sure they complete this asap. As I have explained before this is not

our responsibility however we understand the problem it causes and are chasing them to resolve this”

31. The email from the freeholder was not provided to the Tribunal. There is no report advising on whether it is safe to use the stairs while options are being considered. The only evidence that works were causing more damage which required works to stop appear in an invoice dated 2/10/23 for £312 inclusive of VAT which states “*Engineer attended as requested to issue with metal staircase. Engineer cordoned off the area to carry out works. He applied a rusts treatment to area where step had fallen away. He then returned the following day but was unable to carry out repairs as the works were causing more damage due to the vibrations from the tools*” [R/42].

32. A further invoice is dated 28/11/23 for £1,158 inclusive of Vat for the following works:” *Dismantled and removed the 2 broken steps, cleaned and cleared the surface. Applied coating to the edges and new steps, painted the steps in black with anti rust paint, supplied and installed 2 new Galvanised Durbar metal treads with bright Zinc plated nuts and bolts*” [R/44]

33. A further invoice dated 05/01/2024 for £595 for the following works: “*Dismantled and remove the broken (sic) step. Cleaned and cleared the surface. Applied inorganic zinc and epoxy coating to the edges and new step. Painted the step in black with anti rust paint. Supplied and installed one new Galvanised Durbar metal treads..*” [R/46]

34. By email dated 13/12/23 from A3 to the freeholders and the agents confirms that after two steps were replaced, two new cracks had appeared on the stairs below those replaced and that they are very concerned for safety and sending photos [A/99-100]. The freeholder’s reply was that because they didn’t have A3’s details registered on the system, they could open a repair request for him, and said he should contact his agent. By email on the same day, A3 informed the agent, Mr Miah, that further cracks have appeared [A107-109]

35. The last mention of the metal staircase in Mr Miah’s witness statement dated 30 April 2026 was on 14/12/2023 after A3 reported more cracks in the metal stairs, in response to which Mr Miah confirmed he had reported the issue to the freeholder, Together Property [R/16].

36. From 14/12/2023 there was no further mention about the staircase by the respondent’s agent.

37. In oral evidence, the respondent’s position was that she did what she could, but she had her “limitations”. Nevertheless she had, she said, been in discussion with Mr Miah as to whether they should do something, but she was unclear about what action they did consider.

38. At no point, as far as the Tribunal has been made aware, did anyone conduct a structural report on the staircase to establish whether it was safe; nor did anyone contact any insurers to see whether that was something that they could assist with; nor did the respondent herself consider that she was in a position to commission any report. In her oral evidence her position was that she was an absent landlord living in Canada with a busy life and a full-time job, and that was why she had instructed Mr Miah as her managing agent for the property. She had given him a glowing reference on Google, even though Mr Miah incorrectly categorised the 5 tenants as a family unit/single household, without any investigation, so that there appeared to be no need to apply for an HMO licence.

39. The only explanation by Mr Miah for believing it was a single let property was, he said, that he was told by the tenants that they had all lived together before.

Failure to comply with fire safety regulations

40. The issue of fire safety in the property was also of concern to the applicants. The kitchen/living area is open plan and there is no door from the kitchen to separate the rest of the property. The kitchen/living room is the first room as one enters the property, the rest of the rooms being along a corridor. There are no emergency lights in place, and although Mr Miah reported that the bedroom doors were all compliant with fire safety and that there were adequate smoke alarms, he provided no documentary or photographic evidence.

41. Mr Miah's witness statement confirms that he doesn't recall when he purchased the smoke alarms for the property [paragraph 22, R/16] and confirms that a fire blanket and a fire extinguisher were purchased in 2020. An invoice is provided confirming the purchase on 10/02/2020 [R/65].

42. As for testing, they hired an electrician to test the smoke alarms and it is said that he raised no concerns about the detectors. There is no mention of servicing the fire extinguisher.

43. Mr Miah confirms that Prime Finders did not commission a Fire Risk Assessment or install emergency lighting *"because we did not believe that this was required for what we understood to be a single-let property"* [paragraph 26 R/17].

44. Given the layout of the property and potential difficulties with escape from the bedrooms along the corridor to the kitchen to exit the property, even if it was a single family let, this assertion by Mr Miah suggests little consideration of risk assessment.

Poor condition of property at start of tenancy

45. Evidence given by A1 to the Tribunal stated that when they moved in, there had been a cleaner present, but despite their presence, the property

was not clean and they spent three hours cleaning it upon arrival. In addition to the poor state of cleanliness, the wardrobe in A3's room was broken and the sofa bed in there was soiled and broken. There was a cracked electrical socket in the kitchen and a loose ceiling light, remedied 17/09/2023 [R/76]. Photographs provided evidence of the dirty conditions and the defects [A/53-64].

46. The tenants had been advised of a plumbing issue that would be resolved after they moved in.

47. Counsel for the respondent submits that tenants cannot expect to move into a perfect property, that there are often snags which have to be remedied.

48. A1 confirmed that the wardrobe in A3's room was "repaired" by way of further tape, they took away the soiled sofa bed, and the broken socket and the loose ceiling light were remedied after 2 weeks, and the leaking window and faulty 2nd WC were never resolved.

The leaking window in A2's room, and other areas

49. On 13/10/23 Mr Miah was notified that A2's window in her room would not open. When he visited the property he was able to force it open, but thereafter it leaked when it rained as reported on 26/11/23. An operative attended on 29/11/23 who advised that a *"window engineer needs to come and reseal the window frames all the way round, also wall repairs and re-paint and the gutters at front and back need doing to eliminate the leaks"*. On 8/1/24 an operative attended to fix the window. On 13/3/24 A2 reported that the water leak had returned and on 19/3/24 an operative revisited the property and reapplied silicon. [paras 35-37 R/19]

50. A2 sent WhatsApp reminders about the window in which the responses were that the agents would come back and look at it again and asking the tenants to provide photographs and video [A/93-97]

51. By email dated 14/11/2023 from A1 in which she reports water leakage issues which are damaging the woodwork in the property *"creating health and safety risks such as slippages and damaging our... water streams under the front door and leaks all the way into the centre of the kitchen.... In Dora's room, there is a gap between the top of the window and the window frame where water drips down, dripping and splashing onto things near the window... In the meantime we've cleared the area and mop the floor whenever water comes through. I am attaching images.."* [A89]

52. Mr Miah from Prime Properties Limited's response to this was as follows [A/89]:

"Dear All

We hope this finds you well.

Unfortunately, it appears this property does not meet your needs or expectations. Therefore, we are happy if you want to exercise the break clause and vacate the property. We hap.....

Please have a discussion amongst yourselves and get back to us

Warm Wishes

Harun Miah”

53. In a response on 26/11/23 A3 stated that they do not want to vacate, but they do want the issues to be resolved. [A/103]

54. On 29/11/2023, the respondent was told about the leaking window. The agent writes “*They are also moaning about a leak coming from rain. I don’t know if you remember from old yusufs room.*” The respondent replies: “*tell them to wait or pay for the repair and I can reimburse in January. They can pay I mean*” [R/47]. This was confirmed by the respondent in her email [R/13]

55. On 19/03/2024 the respondent is told that “*window leaking again. So our guy went and soliconed (sic) and put expanding foam on frames however after couple of months it’s still leaking. We sent him again he foamed it again but I (sic) it’s still leaking. It’s seems as thought (sic) the wood holding the windows was not put on and sealed property (sic)*” R/48]

Plumbing and the 2nd WC

56. The tenants state that the 2nd WC in the property was never functioning. It was a Saniflo WC and were told that although the WC would accommodate stools, it would not accommodate toilet paper or anything else solid. So they didn’t use it.

57. Mr Miah in his witness statement acknowledges that he knew there were problems with this WC when the tenants moved in, and he arranged for a plumber to attend on 9/9/2023. He is also aware that the plumber didn’t attend the property but he doesn’t know why. [para 27 R/17].

58. On 16/9/23 a visit took place and repairs were carried out, but a follow up visit was required. For various reasons repairs were delayed and the operatives did not return until 14/10/23 to complete the works. However, it is acknowledged by Mr Miah that this WC needed replacing but due to the cost of £1,500-£2,000 the respondent did not approve this expense [para 30/33 R/18].

Failure to protect the deposit within statutory time limit

59. Mr Miah acknowledges that he was late protecting the deposit, but he says not very late, only just slightly after the deadline. In evidence he stated there was some fault concerning the deposit company's on-line system, but he failed to complain to them or safeguard himself against any claim for failure to correctly protect the tenancy.

Failure to provide the tenants with the name and address of the landlord

60. When requested, Mr Miah failed to provide the tenants with the contact details for the respondent.

Failure by the Respondent to licence the property

61. Mr Miah told the Tribunal that he "*did not deal with HMO properties as a matter of policy*" because they required too much work.

The decision of the tribunal

62. The Tribunal finds beyond a reasonable doubt that the respondent landlord is in breach of the Additional licensing requirements for the property for the period claimed by the applicants from 01/09/2023 to 31/08/2024 and determine that a RRO should be made against her.

The reasons for the decision of the tribunal

63. Given that the respondent accepts that she breached the licensing requirement for the property, and that a RRO should be made against her, and given that she does not dispute the amount of rent paid to her for the period 01/09/2023 to 31/08/2024, the only issue for the tribunal to determine is the amount of the RRO:

64. The maximum award that the Tribunal is able to award is the rent, net of housing benefit (no utilities are included in the rent). The net rent paid by applicants for the period from 01/09/2023 to 31/08/2024 was £22,992.18 in the following proportions: A1 paid £6,960; A2 paid £6,600; A3 paid £2,592.18; and A4 paid £6,840.00.

65. Having determined the maximum RRO that is open to this Tribunal, s.44(4) of the 2016 Act requires us to take into account the following factors:

- (i) The conduct of the landlord and of the tenant
- (ii) The financial circumstances of the landlord
- (iii) Whether the landlord has at any time been convicted of an offence to which this chapter applies

66. There is no evidence to suggest that the landlord has been prosecuted, and she makes no submissions in relation to her financial circumstances, other than her confirmation that she owns 2 tenanted properties in the UK.

67. The tribunal finds no bad conduct by the tenants. The cleaning required at the end of a tenancy period claimed by the respondent is not bad conduct, it is a normal requirement at the end of a period of rental. In any event, the respondent has been compensated for cleaning services by the retention of the majority of the deposit.

68. The tribunal finds very poor conduct by the respondent in failing in their duty to ensure that it was safe for the applicants to occupy the property, this is both in terms of the woeful fire safety, given that there was no fire door to the kitchen, leading to a corridor on which the rooms were located, the only access and egress being the front door near the kitchen. In addition, the tribunal finds that the respondent's failure to check whether the metal staircase was safe for the tenants to use was in breach of her duties as a landlord.

69. If, as she says, she was limited and could not commission a report on that basis, she could have instructed her agent to find the tenants alternative accommodation if there was any doubt at all about their safety. Her agent has 30 properties that he manages and no attempt was made by him to consider alternative accommodation. The only "*assistance*" claimed by him was the email in which he suggested that if the tenants were not happy in the property, they could exercise the break clause. This was apparently preferable to the respondent and her agent, rather than remedy the defects.

70. While the leaking window in A2's room and the faulty Saniflo WC are not as serious, they provide an indication of the respondent's attitude to save money by not carrying out repairs. Although the advice was that the WC needed to be replaced the respondent failed to do so due to the cost. Similarly, her attitude to the window was that the tenants could pay for it or they would have to wait.

71. More minor issues relate to the failure to provide the name and address of the landlord and the late protection of the tenants' deposit, and are further evidence of the respondent's and her agent's disregard for tenants' rights.

72. The Tribunal finds that the respondent demonstrated poor conduct for the following reasons:

- (i) Failure in her duty to ensure the property was safe for occupation, both in terms of the woeful fire safety provisions, given that there was no fire door from the kitchen along the corridor from which there was no escape, the only access and egress being the external door near the kitchen. The respondent's agent took the view that there was no requirement for a fire safety assessment because as the tenants were all "one unit" the property would not be classed as an HMO. The tribunal questions why it would be

considered safe even if this had been let to a family unit.

- (ii) In addition to the that failure, the tribunal found the respondent's failure to check whether the metal staircase was safe for the tenants to use, pending the full staircase replacement that was recommended to the freeholder, was in breach of her duty of care as a landlord. This is evidenced by the ongoing cracking in the metal stairs in November 2023, and no correspondence from the agent in this regard from December 2023.
- (iii) Given the serious nature of a metal stair collapsing under a tenant, 2 storeys high, and the potential injury or worse, the Tribunal found the respondent's self confessed "*limits*" of not being able to do more than refer it to the freeholder surprising. While there are often disputes between leaseholders and freeholders about works that are required, as soon as the freeholder advised that they had been recommended to replace the whole staircase, and their statement that they would have to consult prior to the decision about works, the respondent should have found out from the freeholders about the safety, or commissioned her own report. Instead, she just decided to step back and wait to see what the freeholder did. It is not for the Tribunal to advise her on how to manage such a risk, but she had a professional agent assisting her who similarly failed to consider what his duties were, or how he could resolve the issue other than sending emails to the freeholder reporting the issues. No one asked the freeholder or anyone else if it was safe for the applicant tenants to continue to go up and down the stairs.
- (iv) No offer of alternative accommodation was made. The only offer of "help" made by the respondent was to suggest the tenants use the break clause to move out because they were reporting incidents that required the respondent's action.
- (v) The respondent's position throughout was that because her agent had acted promptly in contacting the freeholder, that somehow absolved her of taking the matter further. The tribunal found it did not matter how many emails or telephone calls were made to the freeholders, that without making sure the tenants were safe, the respondent was breaching her duty of care to her tenants.
- (vi) The respondent stated she had landlord insurance and building insurance yet she did not contact the insurance companies to see whether there was any appropriate insurance cover provided which might

facilitate alternative accommodation for her tenants or cover for emergency repairs or urgent remedial action. Neither the respondent or her agent did enough to ensure that the tenants were safe when using the metal staircase.

- (vii) The respondent told the Tribunal she previously had difficulty letting the property and it had been empty for some time. The Tribunal concluded from the condition in which the property was handed over to the tenants, that nothing much had been done since the last tenants had moved out: the property was dirty requiring the tenants to clean, there were some issues that took weeks to remedy: broken socket, loose light fitting, broken wardrobe, remove broken sofa bed, in other cases, such as the WC and the leaking window, were never remedied. It was submitted on the respondent's behalf that no tenant expects a perfect property when they move in, that there are snags. The Tribunal disagrees. Snags suggest small issues that may have been missed by a landlord. However, the items on this list were obvious, extensive and potentially dangerous.
- (viii) While the respondent claimed to have had a good survey in relation to the metal staircase when she purchased by Auction in 2020, this was not provided, and she provided no evidence that she had ever checked its safety since then.
- (ix) Failure to adequately remedy the leaking window in A2's room. Although attempts were made to resolve the issue, the photos demonstrated that the matter had not been fully resolved and the respondent told the agent that the tenants could pay for it, or they would have to wait.
- (x) The agent's failure to licence is crucial. He admits awareness of HMOs as he told the Tribunal his company did not normally manage such properties as a matter of policy because of the additional work involved. His suggestion that he thought the tenants were all of the same household was without basis as he failed to investigate the issue. This was reckless and/or negligent.

73. 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 applicants for the period from

01/09/2023 to 31/08/2024 was £22,992.18 in the following proportions: A1 paid £6,960; A2 paid £6,600; A3 paid £2,592.18; and A4 paid £6,840.00.

- b. The Tribunal accept the submission on behalf of the respondent 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. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.
- 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-Carlsen* [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. However, there are further aggravating features in respect of the lack of fire safety, both internally and in relation to the defects to the external metal staircase, and the ongoing window leak and broken 2nd WC throughout the tenancy. All of these issues would have contributed to the failure of the landlord to be successful in obtaining a licence, even if they had sought to do so.
- e. Taking all of the aggravating features into account, detailed fully at paragraph 72 above, that these increase the award to 75% of the rent paid should be returned to the tenants.
- f. The respondent landlord does not seek a reduction further to their financial situation and therefore no deductions are made.

74. The Tribunal therefore makes a RRO against the respondent in the sum of £17,244.00 in the proportions detailed under Decision of the Tribunal.

75. The Respondent is also ordered to repay to the Applicant the sum of £330 being the tribunal fees paid by them in relation to this application.

Name: Judge D. Brandler

Date: 16 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.

(4) 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.