



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

Case reference : LON/00AG/HMF/2026/0007

Property : 12 Pratt Street, London NW1 0AB

Applicant : Jasmine Isha Devi Kumar

Representative : Samuel Kumar (brother)

Respondent : Maomao Keira Wang

Representative : I/P

Type of application : Rent Repayment Order

Tribunal : Judge Tagliavini
Mr A Fonka EHO

Date of Hearing : 26 June 2026
Date of Decision : 28 July 2026

DECISION

The tribunal's summary decision

- (1) The tribunal finds the respondent has admitted the offence of having the control and management of an unlicensed property that was required to be licensed.
 - (2) The tribunal finds the respondent has not proved on the balance of probabilities she had a defence of 'reasonable excuse' to the admitted offence.
 - (3) The tribunal makes an order for a rent repayment order in the sum of **£9,606.78**.
 - (4) The tribunal makes an order for the reimbursement of the application and hearing fee in the sum of **£341.00**.
 - (5) The said sums in (3) and (4) above are payable by the respondent to the applicant within 14 days of the date of this decision being sent to the parties.
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The application

1. This is an application made pursuant to s.41(1) Housing and Planning Act 2016 alleging the respondent has committed an offence under the provisions of s.72(1) the Housing Act 2004; i.e. of having the control and management of an unlicensed property. The applicant now seeks a rent repayment order (RRO) from the respondent.

The background

2. By a written agreement dated 27/08/2024, the respondent granted the applicant and two other persons an assured shorthold tenancy of the subject property at **12 Pratt Street, London NW1 0AB** ('the property') with effect from 14 September 2024 to 6 September 2025 at a rent of £3,878.33 per calendar month. The said property comprised a 3-storey house containing 3 bedrooms with kitchen and living room. The applicant was occupied by 3 students (including the applicant) and comprised three households. The tenancy agreement was exclusive of utilities. On the signing of the tenancy agreement on 27/08/2024 the tenants were required to pay the first months rent of £3,878.33 together with a deposit of £4,475.00.
3. The applicant alleges that throughout the period of her occupation of the property, it was required to be licensed under and additional licensing scheme introduced by the London Borough of Camden, which was in effect throughout the period of her occupation and was not so licensed. In the application form the applicant sought a RRO for an 11-month period in the sum of £14,300 together with 1 month's rent paid in

advance of the tenancy and a deposit of £2,791.66. However, the tribunal has no jurisdiction to deal with return of the deposit and can only determine the amount of a RRO, if an offence is proved to have been committed.

The hearing

4. At an oral hearing of the application, the applicant was represented by her brother Mr Samuel Kumar and the respondent appeared in person. The tribunal was provided with a digital bundle of 88 pages by the applicant and the respondent relied upon a bundle of 139 digital pages. Although, the respondent sought to send in additional evidence after the hearing, although the tribunal had not given the respondent permission to rely on further evidence. In any event, the information provided did not contain any new evidence but simply confirmed the respondent's unchallenged oral evidence to the tribunal, in respect of her health and her current application for an HMO licence.
5. At the hearing, Mr Kumar told the tribunal that the applicant now seeks a RRO for the period 14/09/2024 to 13/09/2025 in the sum of £15,600. This included the sum of £1,300 in respect of rent paid in advance of the start date of the tenancy. However, this cannot be included in a RRO even if that money covers time when a licensing offence happens; *Pearton v Betterton* [2025] UKUT 175 (LC). However, the applicant accepted she had given up occupation on 6 September 2025, being the end date of the tenancy as recorded in the written agreement.
6. In a witness statement dated 24/03/2026 made by Samuel Kumar who described himself as an Architectural Assistant, he recounted conversation he had with the applicant during her occupation of the property and his observations of a lack of working fire alarm; a fire-resistant door to the kitchen and no automatic door closers.
7. In a document titled 'Relevant Details of Landlord Conduct' the applicant alleged that there had been a:
 1. *Lack of various safety measures*
 2. *Overlapping of tenancy agreements with other parties*
 3. *Undue threats of eviction from the property*
 4. *Unfair charging of additional rent*
8. However, neither the applicant nor her fellow occupiers provided a witness statement to the tribunal in support of these assertions and relied on the supporting documentation provided to the tribunal. This included confirmation of rent payments, messages exchanged between the parties about leaving the property and extra payments. The applicant also included an email exchange with the London Borough of Camden in which it was confirmed an HMO application had been made on 28/01/2026. However, prior to this date the subject property had not been licensed between 14/09/2025 to 13/09/2025.

9. In her oral evidence to the tribunal, Ms Wang admitted she had the control and management of the subject property throughout the applicant's occupation. The respondent also admitted that she had not obtained an additional licence during this period and did not challenge the payment of the rent or occupation by the three named tenants.
10. The respondent challenged the applicant's assertions as to the lack of fire safety measures and also asserted the amount of the RRO should be reduced as:
- *utility elements included within the rent;*
 - *a period during which the property was not a House in Multiple Occupation ("HMO"), namely April 2025; and*
 - *the pre-tenancy period of 7–13 September 2024, which arose from a private arrangement between the Applicant and a previous tenant to which the Respondent was not a party and from which the Respondent received no payment.*
11. In her Statement of Reasons opposing the application, the respondent asserted that during the period 1 April 2025 to 30 April 2025 there were only 2 tenants in occupation including the applicant, and therefore the property was not a licensable HMO during this period as the third replacement tenant only took up occupation on 1 May 2025.
12. The respondent also asserted there were substantial mitigation factors:
- *the absence of an HMO licence arose from a genuine misunderstanding of a legally complex position, not from deliberate or reckless non-compliance.*
 - *the Respondent acted in good faith throughout, sought advice promptly once the issue arose, and took immediate steps to regularise the position by applying for a licence and engaging with the local authority*
 - *the property was safe and well maintained, no enforcement action was taken, and positive feedback was subsequently received from the council.*
 - *the Respondent has no history of housing non-compliance, and has acted as a responsible landlord,*
 - *the Respondent has incurred significant costs in relation to repairs, maintenance, and compliance and has not derived excessive profit from the tenancy.*
13. The respondent also asserted that:

...the Applicant's own conduct is relevant and further undermines her claim. This includes:

- adopting inconsistent positions regarding cleaning and check-out obligations;*
- obstructing end-of-tenancy arrangements;*
- attempting to extend occupation beyond the tenancy end date;*
- attempting to sub-let the property without consent;*
- failing to cooperate with agreed inspections;*
- leaving the property in a poor condition;*
- failing to return keys properly; and*
- advancing retrospective complaints only after deciding to vacate, despite raising no concerns during the tenancy.*

14. Ms Wang also told the tribunal that she had been unaware of the additional licensing scheme; had been away in China and suffered from ill health and had made an application for a licence which was still being processed.

The Law

15. In the absence of any admission, the burden of proof falls on the applicant to prove beyond all reasonable doubt to the criminal standard of proof, that each element of the offence alleged has been committed by the respondent. Section 72(1) of the Housing Act provides:

72 Offences in relation to licensing of HMOs

- (1) *If an HMO is required to be licensed under this Part (see section 61(1)) but is not so licensed, an offence is committed by—*
- (a) any person within subsection (1A), and*
 - (b) any person who as landlord under a tenancy or licensor under a licence to occupy has an estate or interest in, or a right in relation to, the HMO that is superior (whether directly or indirectly) to the estate, interest or right of any person within subsection (1A).*

...

(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)).

...

(4B) *In proceedings against a person for an offence under subsection (1)(b) it is a defence for them to prove that they—*

(a) *they did not know, and had a reasonable excuse for not knowing, that the building or part of the building concerned was an HMO,*

(b) *took all reasonably practicable steps to ensure that the HMO was licensed under this Part, or*

(c) *had some other reasonable excuse for failing to ensure that the HMO was so licensed.*

The tribunal's reasons

16. The tribunal accepts the respondent's admissions and finds beyond all reasonable doubt that Ms Wang had the control and management of an unlicensed property as alleged by the applicant. The Tribunal also finds the respondent has not proved on the balance of probabilities, she had a reasonable excuse for not obtaining the required licence. Ignorance of the licensing requirements is not sufficient to satisfy tis 'defence' and in any event Ms Wang failed to provide any, or any reasonable explanation as to why she had not kept herself up to date with and informed of, her landlord's obligations. Further, the tribunal found that had Ms Wang's ill health been as incapacitating as alleged, she could have employed an agent to manage the property on her behalf or be responsible for applying or informing her of the requirement to apply for any necessary licence.

17. Therefore, having found the offence pursuant to s.72(1) of the Housing Act 2004 to have been proved, the tribunal went on to consider the issue of the amount of the RRO. The tribunal had regard to s. 44 of the Housing and Planning Act 2016 which provides:

- (3) *The amount that the landlord may be required to pay in respect of a period must not exceed—*
 - (a) *the rent paid by, or on behalf of, the tenant 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,*
 - (aa) *the amount of any rent received by the tenant in respect of the period mentioned in the table in relation to the housing let to the tenant,*
 - (b) *the financial circumstances of the landlord,*
 - (c) *whether the landlord has at any time been convicted of or received a financial penalty in respect of an offence to which this Chapter applies and*
 - (d) *whether the landlord has at any time had a rent repayment order made against them.*

18. In addition, the tribunal had regard to the guidance provided by the case of *Acheampong v Roman and others* [20022] UKUT 239 and the four stage test it set out:

- (i) Ascertain the whole of the rent paid for the relevant period.
- (ii) subtract any element from that sum that represents payment for utilities that solely benefitted the tenant.
- (iii) Consider how serious the offence was, both compared to other types of offences in which a RRO can be made and in relation to the same type of offence.
- (iv) Assess what proportion of the rent reflects that seriousness and make any necessary adjustments to reflect any wider mitigating or aggravating factors.

19. The tribunal finds the following;

- (i) The applicant paid the applicant paid rent during the period

for a period from 1 October 2024 to 31 March 2025 and 5 May 2025 to 31 August 2025; i.e. a period of 10 months less 4 days providing a total of £12,809.04.

- (ii) The tribunal finds utilities were not included in the rent and therefore no deduction for them is made by the tribunal.
 - (iii) The tribunal does not consider to be the most serious of offences for which an RRO can be made. It also considers the circumstances of this offence to be on the highest level of severity.
 - (iv) The tribunal considers that 75% of the rent claimed by the applicant is an appropriate proportion to award
20. In making these findings, the tribunal found the applicant to be a credible witness and her evidence supported by the documents on which she relied and where her evidence conflicted with that of the respondent, the tribunal preferred that of the applicant. The tribunal accepts that there was a 4-day period from 1 to 4 May 2025 where the property was not occupied as an HMO, as there were only two tenants (including the applicant) in occupation until a new tenant moved in.
21. The tribunal finds the respondent lives abroad in China and has done so for a number of years. Although the respondent told the tribunal she owns at least three properties in London, she has chosen not to inform herself of her obligations as a landlord or employ an agent to ensure these are met.
22. The tribunal accepts the respondent has recently lost her current employment due to a redundancy but found no other evidence of her financial circumstances was provided by Ms Wang other than a reference to a 'high mortgage' that was unsupported by any documentary evidence.
23. The tribunal finds the applicant's conduct throughout the period of her occupation to have been reasonable and that the property suffered from only 'fair wear and tear.'
24. The tribunal accepts the respondent suffers from ill-health but finds this provides more reason for the applicant, as an experienced albeit absentee landlord, to have employed an agent to manage the properties on her behalf.
25. Consequently, the tribunal makes no further reductions to the 75% of the rent paid and makes an RRO in the sum of **£9,606.78**.
26. Further, the tribunal makes an order requiring the respondent to reimburse the applicant the sum of **£341** in respect of the application and hearing fee.

27. The sums of **£9,606.78** and **£341** are payable by the respondent to the applicant within 14 days of the decision being sent to the parties.

Name: Judge Tagliavini

Date: 28 July 2026

Rights of appeal

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

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application 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).