



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

Case reference : **LON/00BC/HMF/2025/0853**

Property : **99 Endsleigh Gardens, Ilford, IG1 3EG**

Applicant : **Mr Carl Wheeler**

Representative : **In person**

Respondent : **Mr Keith Hill**

Representative : **In person**

Type of application : **Application for a rent repayment order
by tenant Sections 40, 41, 43, & 44 of the
Housing and Planning Act 2016**

Tribunal members : **Judge H Carr
Mr C. Gowman**

**Date and venue of
hearing** : **19 June 2026 via video**

Date of decision : **30th July 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines not to make a Rent Repayment Order.
- (2) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The Applicant, Mr Carl Wheeler, has applied for a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to 99 Endsleigh Gardens, Ilford IG1, 3 EG.
2. The Applicant alleges that the Respondent landlord has committed the offence of harassment under section 1 subsection 1a or section 1 subsection 3A of the Protection from Eviction Act 1977.
3. The Respondent is Mr Keith Hill who is the landlord named in the Applicant's licence agreement and the freehold owner of the property.
4. The Applicant is seeking to recover £6,750 for the period July 5th, 2024 – March 5th 2025.
5. The application was received on 17th October 2025.
6. Directions were issued on the application on 12th January 2026.

The hearing

7. The Applicant attended the video hearing and represented himself.
8. The Respondent attended the video hearing and represented himself. His wife also attended the hearing.

The law

9. The relevant sections of the Protection from Eviction Act 1977 are

1 (1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by

virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

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

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

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

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

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

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

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

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

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

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

The background and chronology

10. The property is a 6 bedroom terraced house with a shared kitchen, 2 bathroom and a separate toilet and shared access to other communal areas.
11. The Applicant moved into the property on July 5th, 2024. The basis of his occupancy was a 6 month fixed term licence. He paid rent of £750 pcm. The rent was due in advance on 5th of each month.
12. The Applicant moved out of the property in the middle of March 2025
13. During the period in dispute the property was licensed under the LB of Redbridge mandatory HMO licencing system

The issues

1. The issues that the tribunal must determine are;
 - (i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?
 - (ii) Does the respondent have a 'reasonable excuse' defence?
 - (iii) What amount of RRO, if any, should the tribunal order?
 - (a) What is the maximum amount that can be ordered under s.44(3) of the Act?
 - (b) What account must be taken of
 - (1) The conduct of the landlord
 - (2) The financial circumstances of the landlord:
 - (3) The conduct of the tenant?
 - (iv) Should the tribunal refund the applicant's application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?

The Applicant's evidence

2. The Applicant gave evidence in connection with his allegations of harassment as follows:

Harassment over alleged arrears of rent

3. The Applicant says that he paid the first instalment of rent on 2nd July 2024 and then paid a further £750 on 11th July. He says this meant that he was one month ahead in his rent payments.
4. The Applicant states that despite being ahead with his payments Respondent replied using red and bold text behaving in an intimidatory way.
5. The Respondent threatened £50 per day late fees and suggested to the Applicant that he should consider taking out loans to cover rent.
6. The Applicant became increasingly distressed by what he considered to be false allegations of arrears and the financial pressure he considered was being applied by the Respondent. He told the tribunal he was becoming very anxious lying awake at night worrying about his position.
7. He says that he required the payment date to be changed to the end of the month because this would fit with the date when he gets paid from work. He says that the Respondent agreed the change in date.
8. The Applicant found the email dated 15th September 2024 (set out on page 40 of the Applicant's consolidated bundle) sent by the Respondent particularly upsetting. In it the landlord said that he (the Applicant) would not be happy if the Respondent had to make a special trip round to the house to have a conversation. The Applicant says that the phrase 'special trip' was intimidating particularly as the Applicant did not believe he was in genuine arrears overall due to advance payments.

Failure to take allegations of poor conditions seriously

9. The Applicant first raised mould concerns with the Respondent by email in September 2024. He sent the Respondent photographs of mould in the bedroom and shower and explained the impact of mould on health.

10. The Applicant found the response of the Respondent to his complaints hostile and intimidating in tone.
11. The Applicant alleges that the disrepair and mould issues were not addressed during his occupancy.
12. The Applicant contacted Redbridge Council about the disrepair and HMO concerns in January/February 2025.
13. In early 2025 the Respondent emailed the Applicant stating that the mould has gone and the situation is satisfactory, without arranging a time or date with the Applicant to inspect or agree the works

Failure to make reasonable adjustments arising from his disability

14. The Applicant told the tribunal that he had been diagnosed with autism spectrum disorder on 30 March 2020 and ADHD. These conditions affect how he processes information, copes with change, and manages stress and conflict.
15. The Applicant alleges that the Respondent ignored or minimised his disability related requests and adjustments. Despite the requests, the Applicant says that the Respondent failed to make reasonable adjustments. He says that the Respondent continued to telephone and message him in a pressuring way, did not consistently give proper written notice before attendances, and he persisted in turning up or sending his wife to the Applicant's bedroom door without prior agreement.

Breaches of privacy

16. The Applicant became aware of a ring doorbell and ring camera in the kitchen with no clear CCTV signage or policy.
17. The Applicant emailed the landlord raising serious concerns about privacy, data protection and constant surveillance.

The visits of the Landlord's wife

18. The Applicant states that the Respondent's wife attended the property on multiple occasions knocking on the Applicant's bedroom door without notice, including when he is sleeping.
19. On one occasion she knocked whilst the Applicant was doing important admin and asked about the effectiveness of the mould treatment. The Applicant refused her entry and explained that he needed email notice and structured communication.

20. The Applicant experiences this as a breach of privacy and a failure to respect disability related communication needs.

The notice to quit

21. The Applicant says that in early 2025 a notice to quit was pushed under the Applicant's door with no prior discussion or fair process.
22. Within days the Applicant receives a solicitor's letter requiring him to move.
23. By the end of March 2025, the Applicant believed he was forced to leave the property. This was the result, he says, of months of pressure from the Respondent, including false arrears, £50 per day fees, mould issues, surveillance, unannounced door knocks and evictions notices.

The Respondent's evidence

24. The Respondent denies that he has harassed the Applicant. He produced many emails which he says demonstrated that he responded to the many concerns raised by the Applicant professionally.

Harassment over alleged arrears of rent

25. The Respondent provided a Schedule of Rent in his bundle at Appendix J. The Schedule shows two payments in July but then no payment in August and the payment in September was on 27th of the month. Only a £50 payment was made in November which was the late payment fee, so arrears then escalated. An additional payment was made in March 2025 so that by the time the Applicant left the property his arrears were reduced to £700.
26. The Respondent denies that he agreed to change the payment date to the end of the month. What he said was that the Applicant could pay when he was paid at the end of the month but that would have to be in advance of the due date of the 5th of the month.
27. The Respondent denies that he behaved in a harassing way about the rent. He relies on *Drane v Evangelou* [1978] 1 WLR 455 to argue that the ordinary acts of a landlord do not amount to harassment, even where they may be unwelcome to the tenant. Such acts would include requesting or discussing rent, arranging access for inspection or repair, and managing the property in the ordinary course of events. The Respondent submits that the conduct relied upon falls within these ordinary and lawful landlord functions.

Failure to take allegations of poor conditions seriously

28. The Respondent denies that he failed to take the Applicant's complaints seriously. He says that he arranged for the mould be treated on 26th October 2024 very shortly after he received the complaint. He arranged for works to be carried out, but he was advised that problem caused by lack of ventilation and drying clothes on the radiator in the room. He provided basic ventilation guidance and advised moving the bed away from under the window.
29. He told the tribunal that to mitigate the risks of damp and mould he provides a laundry service for the occupiers as well as a room clean service.
30. Despite his actions the Applicant escalated the matter to the council and a solicitor. The Applicant did not talk to him about any reoccurrence of the problem before seeking legal advice. The Respondent was prepared to take further action if this was required.

Failure to make reasonable adjustments arising from his disability

31. The Respondent said that he was aware of Mr Wheeler's diagnosis. Although all the other occupiers of the property were in a What's App group that the Respondent used to communicate management issues, the Applicant refused to join. He also refused to respond to phone calls.
32. The Respondent denies that he harassed him over failing to join the What's App group. He explained to the Applicant that it was not a breach of privacy but also made it clear it was not obligatory for the Applicant to be in the group.
33. The Respondent said that he received more emails from the Applicant than any other tenant ever, exceeding the cumulative total by far. The Respondent said that he did his best to accommodate the Applicant's needs within reason.

Breaches of privacy

34. The Respondent agreed that he had a camera in the kitchen and a ring doorbell on the front door. He says that he put a notice in the kitchen when the camera was installed. If it had been removed, then he would of course replace it. He agreed that there is no notice about the ring doorbell on the front door but says he is allowed to have a ring doorbell. The reason for the camera in the kitchen is for the health and safety of all occupiers.
35. The Respondent says that all residents have been made aware of the cameras. He is fully aware of GDPR requirements and is registered with the ICO and pay an annual Data Protection Fee.

The visits of the Landlord's wife

36. The Respondent agreed that his wife had used the opportunity of visiting the property to check on the works that had been carried out. She knocked on the door of the Applicant on two occasions. Once the Applicant said that everything had to be arranged by email, she did not knock on the door again without having made prior arrangements.

The notice to quit

37. The Respondent agreed that he had arranged for the notice to quit to be sent by recorded delivery and he also put a copy under the door of the Applicant.
38. He says this was not without prior discussion. He raised the issue of renewing or extending the licence in email correspondence.
39. The Applicant vacated his room voluntarily, he did not invite the landlord to undertake a checkout inspection, nor did he hand the keys back in person. The Respondent assumed he was happy to move out.
40. The Respondent explained that he used a licence in this case because he was unsure that the Applicant could afford the rent but felt sorry for him and wanted to give him a chance.

The decision of the tribunal

41. The tribunal determines that the Respondent has not committed the alleged offence.

The reasons for the decision of the tribunal

42. The Tribunal must be satisfied beyond reasonable doubt a landlord has committed an offence under the Protection from Eviction Act 1977 before it can make a Rent Repayment Order. In this case the tribunal is not satisfied that an offence has been committed.
43. The Applicant claims that the offence of harassment has been committed because of an accumulation of harassing activities which were carried out with the intention of making him leave the property.

Harassment over alleged arrears of rent

44. The tribunal finds that the Applicant was in arrears of rent. The table of rent payments provided by the Respondent was accepted by the tribunal. The rent was due on the 5th of the month in advance. The table shows that other than the first month, the Applicant paid his rent late. He fell

into arrears from November 2024. This meant that the contractual term relating to arrears was activated and the Respondent was entitled to demand the late payment fee and make requests to the Applicant to discharge the arrears.

45. Although the Applicant wanted the Respondent to agree a different rent payment date based on when he was paid, the Respondent was entitled to insist on the payment of rent in advance on the 5th of the month. The tribunal finds that there is no evidence that the Respondent changed the due date for the rent. The Applicant cannot simply change the due date of the rent and then claim that the Respondent's claims that he is in arrears are false and harassing.
46. Moreover, the Protection from Eviction Act 1977, at section 1(3B) makes it clear that a landlord is entitled to carry out acts if he has a good reason to do so. In these circumstances the Respondent was entitled to ask for arrears to be cleared and to exercise the late payment clause.
47. The Applicant may consider that the ways in which the Respondent demanded arrears was insensitive and anxiety provoking. However, the tribunal found no evidence that the demands were made in any way other than as a normal landlord practice.
48. It therefore determines that the Respondent's behaviour with regards to the rent arrears did not constitute harassment under the Protection from Eviction Act 1977.

Failure to take allegations of poor conditions seriously

49. There are clearly circumstances where failure to carry out repairs to a property, or a history of neglect would constitute an offence under the Protection from Eviction Act 1977 if it were combined with the necessary statutory intention. However, in this case, there is no evidence of such a failure.
50. The tribunal determines that the Respondent took the concerns of the Applicant about damp and mould seriously.
51. It accepts his evidence he carried out works to the room and provided advice that the problem caused by lack of ventilation and drying clothes on the radiator. He was prepared to carry out further works if required by the LB of Redbridge.
52. It therefore determines that the Respondent's behaviour with regards to damp and mould did not constitute harassment under the Protection from Eviction Act 1977.

Failure to make reasonable adjustments arising from his disability

53. There is no evidence of failures on the part of the Respondent to make reasonable adjustments such that there would be an offence under the Protection from Eviction Act 1977. Indeed, the Respondent appears to have adjusted some of his business practices to meet the needs of the Applicant, for instance communicating by email rather than knocking on his door, including him in a What's App group, or calling him.
54. It therefore determines that the Respondent's behaviour with regards to the Applicant's disability did not constitute harassment under the Protection from Eviction Act 1977.

Breaches of privacy

55. The tribunal accepts the evidence of the Respondent and determines that there were no breaches of the Applicant's privacy.

The notice to quit

56. The contract between the Applicant and the Respondent entitled the Respondent to terminate the occupation after a period of six months. There is no suggestion that the Respondent failed to follow the appropriate procedure for terminating the contractual licence.
57. During the hearing the Applicant raised the question as to whether the Respondent was wrongfully using a licence agreement. He said that this had been raised by the tribunal judge hearing the case management hearing.
58. Whilst it is clear to the tribunal that there is an argument to be made that the letting arrangement between the Respondent and the Applicant constituted a tenancy the tribunal did not consider the potentially wrongful use of a licence as part of the Applicant's case. The Applicant did not include this in his statement of case and indeed described his agreement in his statement of case as a non-exclusive agreement. Nor did he produce any argument that the wrongful use of a licence was an intentional act which could constitute harassment under the Protection from Eviction Act 1977.
59. It would be unfair to the Respondent to open this aspect of the legal relationship between him and the Applicant at this late stage of the proceedings.
60. It therefore determines that the service of a notice to quit did not constitute harassment under the Protection from Eviction Act 1977.

Summary

61. Overall the tribunal finds that there is no evidence of an offence under the Protection from Eviction Act 1977 whether the acts complained of are considered individually or taken together.
62. It therefore dismisses the application for a RRO.

Name: Judge H Carr

Date: July 30th 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 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).