



Case Reference : **LON/00BB/HMG/2025/0656**

Property : **147 Strone Road, London, E7 8ET**

Applicant : **Mr Ajmutally Ramtally**

Representative : **In person**

Respondent : **Mr Hanif Saleh**

Representative : **Mr Faiyaz Saleh (son)**

Type of Application : **Application by Tenant for a Rent Repayment Order**

Tribunal Members : **Judge Simon Brilliant**
Ms Fiona Macleod MCIEH

Date and Venue of Hearing : **05 May 2026**
10 Alfred Place, London WC1E 7LR

Date of Written Reasons : **05 May 2026**

DECISION

Determination

1. It is common ground that during the twelve month period commencing on 14 November 2023 and ending on 13 November 2024, 147 Strone Road, London, E7 8ET (“the House”) had a selective licence granted by the London Borough of Newham on 01 June 2023 with a condition that it was to be occupied by no more than three people living as a single household (“the Licence”).

2. It is also common ground (and accordingly we find beyond all reasonable doubt) that during this period that four people were living there as a single household.

3. In the wholly exceptional circumstances of this case, we make no order for any repayment of rent.

The proceedings

4. These proceedings concern an application for a rent repayment order made on 25 July 2025 pursuant to ss.40, 41, 43 and 44 of the 2016 Act. The Applicant is claiming for the 12 month period 14 November 2023 to 13 November 2024

5. Directions for the hearing were given on 25 November 2025.

6. At the hearing the Applicants appeared in person. The Respondent was represented by his son, Faiyaz. All three gave oral evidence.

The issues

7. The issues were whether a rent repayment order should be made, if so for how much, and whether the House had been in disrepair.

The leases

8. The Applicant was originally granted a lease in his name only in 2014. In 2016, he entered into a new lease, also in his name only. This lease has continued since then.

The layout and occupation of the House

9. The House is in a terrace and has a ground and first floor. On the ground floor there is a kitchen with a back door leading into the garden, and two living rooms. On the first floor there are three bedrooms (one being a box room), and a wc/bathroom.

10. Throughout both leases, the Applicant has lived at the House with his wife and two daughters, now aged 25 and 28 respectively. The Applicant and his wife share one bedroom and one daughter another bedroom on the first floor. The Applicant says the box room is uninhabitable because of mould, whilst the Respondent says it is being used for storage. The other daughter uses one of the living rooms on the ground floor as her bedroom.

Repair

11. We heard evidence from all three who attended the hearing about the state of repair of the House.

12. In his reply bundle the Applicant said:

28. *The Applicant's case is that periods of reduced payment occurred in the context of serious disrepair and urgent remedial needs. The Applicant maintains the position that an agreement was reached whereby the cost of necessary repairs would be deducted from rent where the Respondent declined to fund works directly.*

29. *The Respondent disputes any such agreements in the bundle. The Applicant can provide supporting evidence including photographs, and receipts demonstrating the condition of the property and the works undertaken. The evidence is available and can be provided if required.*

30. *Two witnesses can confirm that such an agreement was reached between the Applicant and the Respondent.*

31. *The property was in a materially uninhabitable state during parts of the relevant period, including:*

- *No access to a shower for over ten days;*
- *No access to the upstairs bathroom for approximately six weeks;*
- *Structural collapse involving the kitchen ceiling;*
- *Roofing repair works;*
- *Renovation works to kitchen and bathroom areas.*

31. *The property remained in a state of repair for a prolonged period approaching one year.*

32. *No alternative accommodation was offered by the Respondent during these periods, including during the structural collapse of the kitchen ceiling...*

34. *The Applicant further notes that the property has remained in a persistent state of disrepair, with recurring mould (said to be linked to inadequate insulation and untreated walls), and additional issues reported to the Respondent in writing. By way of recent example, the Applicant reports that a tap has been broken and the Respondent has refused to repair it. The Applicant also reports pest issues including rat infestation, raised with the Respondent in writing without effective response.*

13. However, the Applicant produced no documents or photographs showing disrepair, no witnesses were called, and there is no evidence that Newham have ever found any problems about repairs in the House.

14. The Respondent and his son maintained that they were good landlords, and that they had carried out repairs where necessary. Indeed, they allowed the Applicant to use his own contractors for which they paid, and went so far as to allow him to choose the designs for the new kitchen and bathroom.

15. The Respondent also said that the Applicant would not cooperate in allowing access to himself and his contractors, one consequence of which was that no EPC had been issued, a matter about which the Applicant complained. He also told us that no rent had been paid since December 2025. He said this was the only private house he rented for his personal gain.

16. Having had the benefit of hearing from all three, and in the absence of any corroborative evidence from the Applicant, we prefer the evidence of the Respondent and his son to that of the Applicant. If parts of the House could not be used that was because works of repair or renewal were being carried out.

The statutory framework

17. s.40 of the Housing and Planning Act 2016 states:

(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 ... under the tenancy.

18. Among the relevant offences is an offence relating to unlicensed houses under s.95 Housing Act 2004. S.95(2) provides:

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 90(6), and

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

19. s.43 of the 2016 Act provides that the Tribunal may make a rent repayment order if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with s.44.

20. Since the condition in the Licence was that the House was to be occupied by no more than three people living as a single household, an offence has been made out.

21. s.44 provides:

(1) *Where the First-tier Tribunal decides to make a rent repayment order under s.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: [The table provides for the offence in these proceedings to be 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*

(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.

Mitigation

22. This is not a case in which a landlord has cynically ignored a condition in order to maximise his profit. It never occurred to him that when he let to a single tenant who had a family of three he was in breach of the condition.

23. No prejudice whatsoever was suffered by the Applicant or his family as a result of the breach of the condition. We have not upheld any of the criticism made of the Respondent.

Should a rent repayment order be made in this case?

24. Pursuant to the 2016 Act, a rent repayment order “may” be made if the Tribunal finds that a relevant offence was committed. Whilst the Tribunal could determine that a ground for a rent repayment order is made out but not make such an order, Judge McGrath, President of this Tribunal, said whilst sitting in the Upper Tribunal in The London Borough of Newham v John Francis Harris [2017] UKUT 264 (LC) said as follows:

I should add that it will be a rare case where a Tribunal does exercise its discretion not to make an order. If a person has committed a criminal offence and the consequences of doing so are prescribed by legislation to include an obligation to repay rent or housing benefit then the Tribunal should be reluctant to refuse an application for rent repayment order.

25. In Soanes v Comer (2022) CHI/45UG/HMF/2021/0039, the Tribunal said:

52. *The very clear purpose of the 2016 Act is that the imposition of a rent repayment order is penal, to discourage landlords from breaking the law, and not to compensate a tenant- who may or may not have other rights to compensation. That must, the Tribunal considers, weigh especially heavily in favour of an order being made if a ground for one is made out.*

53. *The Tribunal considers that this is a rather closer case than most to being a rare case in which an offence has been committed but a rent repayment order should not be made, given the short period involved. The Second Respondent did not, however, seek to argue that the discretion should be exercised such that a rent repayment order was not made.*

54. *The Tribunal is given a wide discretion and considers that it is entitled to look at all of the circumstances in order to decide whether or not its discretion should be exercised in favour of making a rent repayment order. The Tribunal determines that it is entitled to therefore consider the nature and circumstances of the offence and any relevant conduct found of the parties- of which in the event there was none either way as explained below- together with any other matters that the Tribunal finds to properly be relevant to answering the question of how its discretion ought to be exercised.*

55. *On a fine balance but giving the most weight to the purpose of the 2004 Act, the Tribunal exercised its discretion to make a rent repayment order in favour of the Applicant.*

Conclusion

26. In the light of the matters set out in paragraphs 22 and 23 above, we consider this is a wholly exceptional case in which it is justified for us to make no repayment order.

Name: Simon Brilliant

Date: 05 May 2026

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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.