FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/HMG/2026/0014.**
Property	**:**	**28A Beechfield Rd, London, N4 1PE.**
Applicants	**:**	**Rhiannon Humphreys (1)** **Nicole Cohen (2)**
Representative	**:**	**James Cairns of Justice for Tenants**
Respondents	**:**	**Adbul Rob and Fathma Lulu Robbani**
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 Member	**:**	**Mr A Harris LLM FRICS** **Mr S Mason FRICS**
Date and Venue of Hearing	**:**	**4 August 2026 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**5 August 2026**

DECISION

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Decision of the Tribunal

1. The Tribunal makes a Rent Repayment Order (RRO) against the Respondents, Adbul Rob and Fathma Lulu Robbani in the in favour of each Applicant in the sum of £6724.13 to be paid within 28 days.

2. The Tribunal determines that the Respondent shall also pay the Applicants a total of £341.00 within 28 days in respect of the reimbursement of the tribunal fees paid by the Applicants.

3. **Background**

4. The Applicants were the tenants of 28 A Beechfield Rd N4 1PE (the Flat). The property was first let to the tenants on an assured shorthold tenancy agreement prepared by Andrew Lloyd Estates Ltd, the letting and managing agent for a term of 12 months from 4 September 2020 Naming the Respondents as landlord and the two applicants as tenants. The rent was £1500.00 per month.

5. A second agreement on the same basis was entered into for a term of 12 months commencing on 4 March 2024 at an increased rent of £1800.00 per month.

6. Although the terms of the agreement were that the tenants were to be responsible for utility costs, in practice, as the two flats in the building were not separately metered, utility costs were paid by the landlord without a further rent increase.

7. The tenancy ended on 25 November 2024 when the tenants moved out.

8. On 8 March 2022 the London Borough of Haringey designated the various wards in the Borough as an area for Selective Licensing requiring properties which were to be let to be licenced.

9. The Flat is in Hermitage and Gardens Ward which is one the wards included in the designation. The flat met the criteria for selective licencing to apply.

10. **The Application**

11. By an application dated 23 July 2025 the Applicants seek Rent Repayment Orders ("RRO") totalling £20,700.00 for the period 26 November 2023 to 25 November 2024 against the Respondents pursuant to Part I of the Housing and Planning Act 2016 ("the 2016 Act").

12. The Tenancy ended on 25 November 2024 and the application was made on 23 July 2025. Therefore the offence was being committed in the period of 12 months ending on the day on which the application was made. The

application is made on the basis that the landlord has committed the offence under section 95 (1) of the Housing Act 2004 of control of, or managing, an unlicensed house. There is no suggestion that the landlord has been convicted of the offence.

13. On 23 February 2026, the Tribunal gave Directions for a hearing on a date to be fixed. There was a lack of a response from the Respondents until the day before the hearing when a statement of case and supporting evidence was submitted. The Applicants raised no objection to the admission of the material and both Respondents attended the hearing.

The Hearing

14. Both the Applicants and their representative appeared in person and the Respondents also appeared in person.

The Law

Housing and Planning Act 2016 ("the 2016 Act")

15. Section 40 provides :

> "(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."

16. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". The Claims are made in respect of the following three offences

(1) the offence of eviction or harassment of occupiers contrary to section 1 (2), (3) or (3 A) of the Protection from Eviction Act 1977

(2) the offence of control or management of an unlicenced HMO under section 72(1) of the Housing Act 2004 ("the 2004 Act")

(3) the offence of having control of, or managing an unlicensed HMO under part 3, section 95 (1) of the Housing Act 2004

17. Section 41 deals with applications for RROs. The material parts provide:

> "(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.

18. Section 43 provides for the making of RROs:

> "(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)."

19. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount "must relate to rent paid during the period mentioned" in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

> "(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."

20. Section 44(4) provides:

> "(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."

21. Section 56 is the definition section. This provides that "tenancy" includes a licence.

The Housing Act 2004 ("the 2004 Act")

22. Part 3 of the 2004 Act relates to the Selective Licencing of houses.

23. Section 95 provides

(1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85 (1)) but is not so licensed.
(2) 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 under section 90 (6), and
    (b) he fails to comply with any condition licence
(3) 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 86 (1) or
    (b) an application for a licence had been duly made in respect of the house under section 87 and that notification or application was still effective
(4) in proceedings against a person for an offence under section (1) or (2) 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 failing to comply with the condition
as the case may be
(5) a person who commits an offence under subsection (1) is liable on summary conviction to a fine
(6) a person who commits an offence under subsection (2) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

....

S263 Meaning of "person having control" and "person managing" etc.

24. (1)In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(1) In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.

(2) In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.

(3) In its application to Part 1, subsection (3) has effect with the omission of paragraph (a)(ii).

(4) References in this Act to any person involved in the management of a house in multiple occupation or a house to which Part 3 applies (see section 79(2)) include references to the person managing it.

The property

25. The Flat is a ground floor converted self-contained flat with accommodation consisting of reception room, bedroom, kitchen, office, shower room and separate WC.

The Evidence

26. At the start of the hearing the parties advised the tribunal that the Respondents admitted the offence of not having a licence for the property which was required to be licensed and confirmed that the total amount of the rent over the relevant period was agreed at £20,700.

27. As the offence was admitted and the rent paid was also admitted the hearing focused on the amount of any rent repayment order.

Utility costs

28. In Acheampong v Roman [2022] UKUT239 (LC) the Upper Tribunal restated the amount of a rent repayment order should start with the amount of rent paid and then deduct any element of that sum that represents payments for utilities that benefit the tenant such as gas and electricity and internet access.

29. As set out above the Respondents paid the utility bills which were included in the rent. The Respondents provided evidence of the cost of utilities and stated that gas and electricity together cost £408.50 per month for both flats in the property and that water charges were £53 per month for both flats.

30. The tribunal notes that in its decision dated 26 January 2026 in respect of the upper flat the tribunal deducted £50 per month in the absence of any evidence.

31. The tribunal prefers the evidence of the actual bills and apportioning the cost equally between the flats produces a cost of £2451 for gas and electricity and £318 for water for the entire year.

Repayment Order

32. The Tribunal is satisfied that the conditions for the making of a Rent Repayment Order have been made out. Under section 44 of the 2016 Act the amount the landlord may be required to repay must not exceed the rent paid in that period. The Tribunal must also take into account the conduct of the landlord and tenant and the financial circumstances of the landlord and whether the landlord has been convicted of an offence. There is also a defence available to the landlord of reasonable excuse.

33. The Tribunal has no evidence of a conviction.

The Respondents financial circumstances.

34. The tribunal has no evidence as to the Respondents financial circumstances and makes no adjustment for this factor.

Conduct of the parties

35. The Applicants gave evidence of various items of disrepair arising throughout the tenancy. Both flats were said to be wired to the same fuse box and whenever the upstairs flat turned on the oven all the power in both flats would turn off. An electrician attended and eventually switched the safety off (in the words of the electrician) which alleviated the problems. Concern was expressed over the external doors which were key operated,

there were no fire doors in the property and the fire alarm sounder was also faulty.

36. There were issues with mould despite cleaning and ventilation. A leak in the kitchen ceiling coming from the upstairs flat bathroom resulted in parts of the kitchen ceiling being removed for a period of time. There was a crack in the wall through which slugs came in and an ongoing infestation of mice. There were recurring invoices in the Respondent's bundle.

37. The Respondents said that the agents were responsible for managing the property and arranging repairs. Mr Rob attended the property personally on several occasions particularly when works were being done.

38. Having heard the evidence of both parties the tribunal considers that the repair items complained of were attended to but sometimes not as speedily as in an ideal world but on balance the tribunal does not make any adjustment for the conduct of parties.

Reasonable excuse

39. No defence of a reasonable excuse has been raised by the Respondents. The Respondent stated they were the landlords and relied heavily on then managing agent to deal with issues. Until the applications for rent repayment orders from each flat they were unaware of the licensing requirements. Although the Respondents placed the blame for various issues on the managing agents, the agents were not present to give evidence and the tribunal has no knowledge of the terms of appointment of the agents.

40. The tribunal finds there is no evidence of any wrongdoing on the part of the tenants.

41. The tribunal finds that the Respondents did not have a reasonable excuse for failing to licence the flat.

The amount of a rent repayment order

42. The Tribunal has considered the guidance given by the Upper Tribunal in Acheampong v Roman, *Williams v Parmar)* and *Aytan v Moore [2022] UKUT 027 (LC)* and finds that the appropriate starting point for assessment of an RRO is 75 % of the rent paid.

43. The Tribunal has then considered that the Respondents used experienced managing agents who should have been familiar with the licensing regimes

for housing. It has also considered the state of repair of the property and accepts the evidence of the tenants.

44. The tribunal also takes into account complete failure of the Respondents to seek a licence at any stage.

45. The Court of Appeal in Kowalek v Hassanein [2022] EWCA Civ 1041 quoted with approval from Jepsen v Rakusen [2021] EWCA Civ 1150, [2022] 1 WLR 324, (s44) "is intended to deter landlords from committing the specified offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": and further Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period".

46. The Upper Tribunal in Acheampong set out several stages to the assessment of a rent repayment order.

a. Ascertain the whole of the rent for the relevant period;

b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.

c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).

47. Applying the above guideline, the whole of the rent is £20700.00 being 3 months at £1500 per month and 9 months at £1800 per month.

48. The cost of utilities is set out in paragraph 31 above and totals £2769.00.

49. Council tax is not a utility and is not deductible.

50. The net rent after deduction of utilities is £17931.00.

51. Failing to licence a house which is required to be licensed is a serious offence and is part of a policy to ensure housing is of an appropriate quality. During the tenancy complaints were made about disrepair including roof leaks, mould and a pest infestation. Taking all these factors into account the tribunal determines that the appropriate level of rent repayment order is 75%.

Our Determination

52. The Tribunal is satisfied beyond reasonable doubt that the Respondents have committed an offence under section 95(1) of the 2004 Act of managing an unlicenced property and the Respondent's have admitted this.

53. The Tribunal makes a rent repayment order in favour of the Applicants in the sum of £13,448.25 as set out below to be paid within 28 days.

Amount of the rent paid		£1,500.00	
period months		3	
total			£ 4,500.00
increased to PM		£1,800.00	
		9	
			£ 16,200.00
			£ 20,700.00
less			
deductions			
gas	)	£2,451.00	
electricity	)	£ -	
water		£ 318.00	
broadband		£ -	
…			£ 2,769.00
			£ 17,931.00
seriousness of offence		75%	£ 13,448.25
any other deduction for conduct etc			£ -
RRO			£ 13,448.25
RRO per person			£ 6,724.13

54. We are also satisfied that the Respondents should refund to the Applicants the Tribunal fees of £341 which have been paid in connection with this application.

A Harris LLM FRICS **5 August 2026**
Valuer Chair

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).