



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

Case Reference : **HAV/40UD/HMF/2025/0632**

Property : **31 Hood Road. Yeovil, BA21 5EN**

Applicant : **Kenneth Bajulaiye**

Representative : **Mr Acharya, Tenants4Justice**

Respondent : **Xioaping Niu**

Representative : **N/A**

Type of Application : **Application for a rent repayment order
by Tenant**
**Sections 40 to 45 of the Housing and
Planning Act 2016**

Tribunal : **Judge R Cooper**
Mr A Crawford MRICS

**Venue and date of
Hearing** : **16 June 2026**
**Havant Justice Centre – parties
attending by video**

Date of Decision : **10 August 2026**

DECISION

**The Tribunal makes a rent repayment order in the sum of £2,322.54
which is payable by the Respondent to the Applicant within 28 days.**

The Respondent must also reimburse the Applicant's application and hearing fees in the sum of £341 by the same date.

(References in this decision to page numbers in the Applicant's appeal bundle appear as '[]')

Background to the application

1. On or around 4 June 2024 Kenneth Bajulaiye ('the Applicant') entered into a tenancy agreement for one room in 31 Hood Road, Yeovil, BA21 5EN ('the Property') commencing 22 June 2024. The landlady under the agreement was Xiaoping Niu who is the Respondent to this application.
2. On 14 November 2025 HMCTS received an application from the Applicant under s41 Housing and Planning Act 2016 ('the 2016 Act') seeking a Rent Repayment Order ('RRO') on the grounds that the Respondent was guilty of an offence under s72(1) of the Housing Act 2004 ('the 2004 Act'), namely being a person managing or in control of a house in multiple occupation (HMO) which ought to have been licenced but was not.
3. In his application notice, the Applicant seeks to recover £3,360 from the Respondent, as the rent he paid for occupation of the Property for the period from 17 July 2024 to 17 February 2025 [8].
4. The Applicant also applies for reimbursement of the application fee £114 and hearing fee of £227.
5. A Legal Officer issued directions to the parties on 9 April 2026. They included directions for the filing of all relevant evidence and for the preparation of the bundle for the hearing. Those directions were complied with by the Applicant, but the Respondent failed to provide a witness statement signed by a statement of truth.

Issues in the appeal

6. The Applicant applies for a RRO under s41 of the 2016 Act for the period 17 July 2024 to 16 February 2025. He claims the sum of £3,360 in rent paid over that period.
7. The issues for the Tribunal to determine were whether
 - (i) 31 Hood Road falls within a definition of an HMO that is required to be licenced,
 - (ii) the Respondent had committed an offence by failing to have a licence when the property was required to be licenced without reasonable excuse,
 - (iii) If so, whether a rent repayment order should be made, and
 - (iv) If so the amount of the rent repayment order.

The Law

8. In relation to rent repayment orders, the provisions of the Housing and Planning Act 2016 ('the 2016 Act') so far as relevant to this application are set out in the Appendix to this decision.
9. In summary, a rent repayment order can only be made where the Tribunal is satisfied that the Respondent had committed one or more of the seven specified offences (set out in the table at s40(3) of that Act).
10. Before it may make a rent repayment order the Tribunal must be satisfied to the criminal standard (i.e. beyond reasonable doubt) that the specified offence has been committed (s43(1)).
11. If satisfied an offence has been committed, s43(3) requires the Tribunal to consider whether to make a rent repayment order and the amount of any order must be determined. In the case of an application made by a tenant the Tribunal is required to consider the relevant factors set out in s44.
12. As the alleged offence is one appearing in row 5 of the table in s40(3) of the 2016 Act, the amount of any rent repayment order must relate to the rent paid in a period not exceeding 12 months during which the landlord was committing the offence (s44(2)). It must not exceed the rent paid by the Applicant in respect of that period (less any Universal Credit (or Housing Benefit) paid) (s44(3)). The Tribunal must take into consideration the matters set out in s44(4) namely conduct of the Applicant and Respondent, the financial circumstances of the Respondent and whether she had been convicted or fined for any of the offences listed in s40(3).
13. In this case, the Applicant asserts the Respondent committed an offence under s72(1) of the Housing Act 2004 (the 2004 Act) by being a person managing or in control of an HMO which ought to be licenced but was not.
14. Section 72(1) as it stood at the time of the alleged offence is as follows:

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.

15. The definition of an HMO is set out in section 254 of the 2004 Act. Section 263 confirms the meaning of persons having control of or managing an HMO.
16. In relation to the licencing of HMOs, s61 of the 2004 Act provides that every HMO to which Part 2 of the 2004 Act applies must be licenced unless a temporary exemption notice under s62 or an interim or final

management order (under Chapter 1 of Part 4) is in force. Section 55 provides that HMOs that fall within a prescribed description or in an area designated under s56 are to be licenced by a local housing authority. Article 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 sets out relevant prescribed description of HMOs that fall within s55 of the 2004 Act as follows:

4. An HMO is of a prescribed description for the purpose of section 55(2)(a) of the Act if it—

- (a) is occupied by five or more persons;*
- (b) is occupied by persons living in two or more separate households; and*
- (c) meets—*
 - (i) the standard test under section 254(2) of the Act;*
 - (ii) the self-contained flat test under section 254(3) of the Act but is not a purpose-built flat situated in a block comprising three or more self-contained flats; or*
 - (iii) the converted building test under section 254(4) of the Act.*

17. The standard test in s254(2) of the 2004 Act is as follows:

(2) A building or part of a building meets the standard test if –

- (a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;*
- (b) the living accommodation is occupied by persons who do not form a single household (see section 258);*
- (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);*
- (d) their occupation of the living accommodation constitutes the only use of that accommodation;*
- (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and*
- (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.*

The Documents

18. Before the hearing, the Tribunal had considered the documents in the appeal bundle provided by the Applicant (109 pages of PDF), together with the skeleton argument filed by Mr Acharya on behalf of the Applicant.

The Hearing

19. This was a remote hearing by video. No party had objected to this form of hearing, and the Tribunal was satisfied all matters could be fairly determined in this way. The Applicant and his representative attended. The Respondent did not attend.

20. The first consideration for the Tribunal, therefore, was whether to proceed in the Respondent's absence. The Tribunal, having considered Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and the overriding objective decided that it was fair and in the interests of justice to proceed in the Respondent's absence. The Tribunal was satisfied that Xiaoping Niu was aware of the hearing as she had responded to directions which included details of the hearing. She had had a proper opportunity to respond to the application and provide the evidence she sought to rely on, having had the benefit of the information provided to her regarding Rent Repayment Orders in the Directions. There was sufficient information available to make a fair decision, and the Respondent had had time and the ability to contact the Tribunal if for any reason the date was inconvenient.
21. At the outset the Tribunal checked we had the correct documents. The Tribunal heard evidence from the Applicant himself and submissions from his representative. The hearing was recorded, and the recording stands as the record of proceedings. At the conclusion of the hearing the Tribunal reserved its decision which it now gives in writing.

Discussion and reasons for the decision

The application

22. The Applicant's case is contained in the application [3] to [13] and his first and second witness statements [82] to [85] and [105] and the exhibits thereto.
23. In summary he says the Respondent has committed an offence under s72(2) of the 2004 by failing to obtain an HMO licence. In summary, he says the Property was a two-storey terraced residential house, with five rooms (two on the ground floor and three on the first floor) each of which was occupied as a bedroom. There was a shared kitchen on the ground floor and shared bathroom/toilet facilities on each floor. There was no separate communal living room. He says the Property was occupied at all relevant times by five or more people who lived there as their main home. They comprised two couples, and three single individuals who all comprised separate households. He had found the property on spareroom.com, viewed the property remotely with Xiaoping Niu on 2 June 2024, and on 22 June 2024 entered into a tenancy with the Respondent. There were five other people already living in the property when he moved in, and a further individual moved in after him. All the other tenants were still in occupation when he left. He paid a deposit of £480 and monthly rent of £480 from 14 June 2022 until his last payment covering the period to 16 February 2025.
24. He relies on a letter from Somerset Council dated 8 May 2025 which confirms that at the time of its letter the Respondent had not obtained or applied for an HMO licence [43]. He also relies on an official copy of the register of title from HM Land Registry [40], showing the Respondent to be the freehold owner of the Property, a copy of his tenancy agreement

[14], and his bank statements [22] to [38] and evidence regarding the property and other residents.

The Response

25. The Respondent has not provided a witness statement in response to application, notwithstanding the directions that she should do so. She has, however, provided copies of emails regarding the Applicant's occupation of the Property [88] to [104]. In summary, the Respondent questioned why the Applicant had applied for a RRO, says that the Applicant failed to do the cleaning, ruined the bedroom and refused to allow her to keep half the deposit. She relied on photographs of the bed and wardrobe.

Decision and reasons

26. Having considered the totality of the evidence in the round, the Tribunal was satisfied beyond reasonable doubt that the Respondent was guilty of an offence under s72(1) of the 2004 Act for the reasons set out below.
27. The Tribunal found the Applicant to be straightforward in the evidence he gave. Whilst there were a few discrepancies between the written evidence and his oral testimony, such as the exact date on which he moved out of the property, the Tribunal did not find they substantially undermined his credibility. He provided clarification in his oral evidence, such as that he moved out of the property on 8 February 2025. The Applicant's witness statement and oral evidence was supported by or consistent with other documentation.
28. The Respondent, whilst providing information regarding the Applicant's alleged conduct whilst at the Property and on leaving, has not denied or provided any evidence to rebut the Application or the evidence provided by the Applicant. The Respondent has not challenged his evidence as regards the period and terms of his occupation, the nature, condition and layout of the property, the details of the other occupiers or the lack of an HMO licence. She did not submit to the Tribunal any substantive witness statement or response to his evidence, and she did not attend the hearing and subject his evidence to challenge. The Tribunal gave these matters weight in our consideration.
29. The Tribunal found the Applicant to be a credible witness, and we gave weight to his evidence in making our findings.
30. The Tribunal is satisfied from his witness statement, bank statements, the tenancy agreement and his oral evidence that the Applicant resided at the Property between 22 June 2024 until he left on 8 February 2025. The Tribunal was satisfied that during this period it was his only home as he moved to the property for reasons of his employment to Yeovil. The Tribunal was also satisfied that the Applicant paid rent to the Respondent on a monthly basis in the sum of £480, commencing on 14 June 2024 [24] and, in addition he paid a deposit of £480 on the 4 June [23].

31. In relation to the number of other occupiers of the property, whilst he has not produced witness statements or other evidence from them, the Applicant's evidence is unchallenged. He has also provided WhatsApp messages supporting his claim regarding the other occupiers. The message from the Respondent at [85] supports his account of assisting a new tenant who was moving in to connect to the internet in July 2024. The group messages at [86] and [87] support in part his evidence regarding the other individuals who were residing at the property.
32. The Tribunal finds on the evidence before it that at the time he moved in, the other occupants comprised a single woman (Jherlyn who occupied a room on the first floor) and two couples - an African couple (who resided on the ground floor) and Daniel and his partner (who occupied a first-floor double room). A further individual, a woman of Asian heritage, moved in on 7 July 2024. The Tribunal also finds that all those occupiers were still living at the Property when the Applicant left on 8 February 2025.
33. The Tribunal is satisfied from the official copy of the title register that the Respondent is the registered freehold proprietor of the Property. From the tenancy agreement, the Tribunal also found that she was the Applicant's landlady and she received the rent from him.
34. The Tribunal gave weight to the letter from the Council dated 8 May 2025 [43]. It is satisfied on the basis of this evidence that as at the 8 May 2025, the Property did not have a licence under any of the Council's licencing schemes, it had never held a licence and the Council had not received an application for a temporary exemption notice or an application for a licence [43]. The Tribunal finds that consistent with the email evidence from the Respondent dated 26 April 2026 in which in effect she admits to not having a licence [88].
35. Pulling all these matters together, the Tribunal was satisfied beyond reasonable doubt that during the period of the Applicant's occupation that 31 Hood Road was an HMO as defined by s254(2) of the Housing Act 2004. The Tribunal was satisfied that 31 Hood Road met the standard test in s254(2) as it was a two-storey house that was occupied by six or seven people throughout the period of the Applicant's occupation and the living accommodation they occupied was their only or main residence. The occupiers did not form part of a single household but comprised four separate households (and five households from July 2024). The occupants all shared the use of the same kitchen and the bathrooms/toilets on the ground and first floors, although Daniel and his partner had an en-suite bathroom. Although there is no documentary evidence showing the other residents paid rent to the Respondent, the Applicant has provided evidence that he did.
36. Having made those findings, the Tribunal was also satisfied that the HMO was required to be licenced by virtue of ss55 and 61 of the 2004 Act and Article 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018.

37. The Respondent appears ultimately have obtained an HMO licence in April 2026 [88]. However, the Tribunal was satisfied from the letter from Somerset Council that by 8 May 2025 (three months after the Applicant vacated), an HMO licence had never been issued for 31 Hood Road and nor had any application been made either for a licence or a temporary exemption notice [43]. The Tribunal was satisfied beyond reasonable doubt that the Respondent was both a person managing a and having control of 31 Hood Road. She was the registered freehold owner, had granted a tenancy to the Applicant and received the rent from him.
38. The Tribunal considered whether the Respondent has established that she had a reasonable excuse for her failure to obtain a licence for 31 Hood Road but found that she had not. The Respondent has not filed a witness statement, nor has she provided any explanation or excuse as to why she did not have a licence.
39. Having made the findings of fact set out above, the Tribunal is satisfied beyond reasonable doubt that an offence under s72(1) of the Housing Act 2004 was committed by the Respondent throughout the period of the Applicant's occupation from 22 June 2024 and 8 February 2025 as she was a person managing or having control of an HMO that was required to be licenced but was not.
40. As the application for an RRO was received on 14 November 2025 it was made within 12 months of the offence under s72(1) of the 2004 Act being committed. Having considered the totality of the evidence, the Tribunal decided that a rent repayment order should be made under s43(1) of the 2016 Act. The making of such an order both punishes the Respondent for her failure to comply with the law relating to the rental letting of properties in England and Wales and the making of such orders may deter both her and other landlords from engaging in such criminal behaviour and result in an improvement in housing standards.

Quantum

41. The Applicant applied for a RRO in the sum of £3,360 for the rent paid from 17 July 2024 to 16 February 2025. This is 100% the monthly rent of £480.
42. The Tribunal is satisfied that the Applicant has demonstrated with his bank statements that he paid the Respondent £480 per month throughout the period of his occupation. In addition, he paid a deposit of £480 [23]. Mr Acharya accepted that as the rent for June 2024 was paid on 14 June before he moved in, it could not be included in any rent repayment order. The Tribunal was satisfied that the Applicant had not been in receipt of housing benefit or universal credit housing costs element.
43. Although his rent was paid up to 21 February 2025, the Tribunal was satisfied based on his oral evidence that the Applicant actually vacated

the property on 8 February 2025 when he moved into his new accommodation, not on 17 February as stated in his application. 31 Hood Road, therefore, was no longer his main residence after 8 February. The Tribunal, therefore, finds the maximum amount of rent for any rent repayment order, assuming a start date of 17 July 2024 and a leaving date of 8 February 2025 (a period of 207 days), would be £3,266.46 based on a daily rate of £15.78 (£480 x 12, divided by 365 x 207).

44. Although the Applicant accepts that the rent included utilities and internet which were for the benefit of the tenants Mr Acharya submitted that the Tribunal should not deduct any amount in respect of utilities or council tax given that the Respondent had failed to provide any evidence. The Tribunal accepts that no deduction for council tax should be made but decided that some deduction should be made from the rent to cover the cost of water, gas, electricity and internet charges from which the Applicant benefitted during the period of his occupation. It estimated £25 per month to be a reasonable sum to cover all utilities included in the rent. This gives a net rent of £455 per month equating to £14.96 per day.
45. The Tribunal finds the net rent paid for the period 17 July 2024 to 8 February 2025 (207 days) was £3,096.72.
46. Mr Acharya submits that the starting point should be 60% of the rent (following *Newell v Abbott* [2024] UKUT 181 (LC)), but that the Tribunal should make a RRO at 85% of the rent to reflect the seriousness of the offending behaviour. The failure to licence had resulted in significant risks to the occupiers. There were no fire doors in the property, no gas safe certificate or electrical installation condition report (EICR) had been provided and on the Respondent's own admission works had been required before the local authority had granted a licence.
47. In reaching its decision, the Tribunal has considered the seriousness of licencing offence under s72(1) of the 2004 Act in relation to the other housing offences listed in the table at s40(3) of the 2016 Act. It also considered the individual circumstances and the seriousness of the Respondent's actions and failures.
48. The Tribunal agrees with Mr Acharya that licencing offences, although serious, are not the most serious of all the offences listed in the table of offences in s40(3). The Tribunal is satisfied that offences involving the use of violence, unlawful eviction, a failure to comply with an improvement notice or banning order offences are all of a more serious and significant nature justifying a higher penalty.
49. As regards the seriousness of this particular Respondent's actions, the Tribunal finds that she has paid scant regard to the safety, comfort and wellbeing of the occupiers and appears to be simply concerned with maximising profit. In this regard the Tribunal noted that no communal living space was provided in the Property for the use of the occupiers. All rooms save for the kitchen and bathrooms were utilised as bedrooms. The

Applicant in evidence said there was not even a communal table in the kitchen for tenants to eat at. Whilst no details have been provided of the rent paid by other occupiers, if the rent levels for their rooms were similar to the Applicant's, the Respondent's gross turnover from the house would have been in the region of £28,000 per annum.

50. There was nothing in the evidence to suggest that the Respondent was a commercial landlord with a large portfolio of rental properties. Nor is there any evidence demonstrating the length of time she had been letting out 31 Hood Road. There is no evidence demonstrating that the Respondent has been convicted of a housing related offence.
51. The Tribunal finds the Respondent's failure to ensure adequate fire prevention and to check that installations for gas and electricity were safe in a house occupied by so many individuals indicates a disregard for their safety. This is a serious matter justifying a higher level of penalty. It finds from the Respondent's email of 28 April 2026 that she was required to undertake works and make changes for safety reasons before she was given a licence [88] from which the Tribunal infers that at the time the Applicant lived there the Property did not meet the necessary health and safety standards required for HMOs.
52. However, the Tribunal found from the evidence before it that 31 Hood Road is a new build property in what appears to be a decent state of repair. Certainly, no evidence is relied on by the Applicant indicating significant defects such as damp, mould and other disrepair.
53. As to the matters in s44(4) which must be taken into account, the Tribunal finds that there should be no reduction in the RRO on the basis of tenant conduct or the Respondent's finances.
54. The Respondent makes allegations regarding the Applicant's conduct, that he was lazy and failed to carry out cleaning duties. However, she provides limited evidence to support what she says, and on balance the Tribunal accepted the Applicant's evidence that the mattress was stained when he moved in, and he had used a mattress topper as a result. The only other photographic evidence was of the loose back of what appears to be a very cheap flat pack wardrobe. The Tribunal has no reason to doubt the Applicant's evidence that this too was broken when he moved in. The Tribunal accepts the Applicant's evidence that the Respondent failed to provide him with copies of the inventory of photographs of condition from the time he moved in sufficient to justify retaining over 50% of the deposit and by the date of the hearing had failed to return any of his deposit.
55. No evidence is relied on by the Respondent regarding her financial position, and this, therefore, has no impact on the level of the RRO.
56. Other than the Respondent's disregard for the safety and wellbeing of the occupiers and her failure to return his deposit, there was no other behaviour of the landlady complained of by the Applicant to be taken into account.

57. Putting all these matters together the Tribunal decided that the RRO should be set at 75% of the net rent.

Conclusion

58. The Tribunal makes a Rent Repayment Order in the sum of £2,322.54. This must be paid by the Respondent to the Applicant within 28 days of the date on which this decision is sent to her.
59. As the Applicant has succeeded in his application for an RRO, the Tribunal determined that his application fee of £114 and the hearing fee of £227 should also be reimbursed by the Respondent. The sum of £341 must also be paid by Respondent to the Applicant by the same date.

Note: Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 1

The following are relevant excerpts from the Housing and Planning Act 2016 legislation referred to in this decision

Housing and Planning Act 2016

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.

(3) 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.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
1	<u>Criminal Law Act 1977</u>	section 6(1)	violence for securing entry
2	<u>Protection from Eviction Act 1977</u>	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	<u>Housing Act 2004</u>	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).

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.

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).

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.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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.