



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

Case Reference : **BIR/00CR/HSH/2025/0019**

Subject Property : **19 Grange Road, Dudley, DY1 2AJ**

Applicant : **John Towfiq Jain**

Respondents : **Ian Thomas and Roy Murray**

Type of Application : **Application under section 41(1) of the
Housing and Planning Act 2016 for a
rent repayment order**

Date of Hearing : **20 July 2026**

Tribunal Members : **Deputy District Judge Stephen Haythorne
Mr Andrew Churchill BSc, MRICS**

Date of Decision : **10 August 2026**

DECISION

Decision

- 1 The Tribunal is not satisfied beyond reasonable doubt that the Respondents are guilty of offences contrary to sections 1(3) and 1(3A) Protection from Eviction Act 1977. The Applicant's application for a rent repayment order is dismissed.

Introduction

- 2 This is a decision on an application for a rent repayment order under section 41 of the Housing and Planning Act 2016 (the 2016 Act).
- 3 The Applicant is John Towfiq Jain who was an assured shorthold tenant at a house in multiple occupation (HMO) at 9 Grange Road, Dudley, DY1 2AJ (the subject property). The Applicant rented Room 2 at the subject property (the Room). The tenancy agreement is dated 31 August 2024 and the tenancy ran from 2 September 2024 and was for an initial fixed term of 6 months. On 14 February 2025 the Applicant served notice to end the tenancy and the Applicant gave up possession the same day.
- 4 The Respondents are Ian Thomas and Roy Murray who are the landlords. The freehold owner of the subject property is Investment Provisions Limited who has owned the subject property since 26 October 2023. The Respondents are directors for Investment Provisions Limited.
- 5 The Respondents instructed a property management agent (the Agent) to manage the subject property. AW is an employee of the agent.
- 6 By way of an application dated 17 October 2025, the Applicant made an application for a rent repayment order covering the period of the Applicant's tenancy from September 2024 to February 2025, a period of 5 months at a rent of £599.00 per month. The amount of rent repayment order claimed by the Applicant is £2995.00
- 7 On 1 December 2025 the Tribunal issued Directions for the determination of the application.
- 8 On 20 July 2026 a remote hearing was held by Cloud Video Platform. The hearing was attended remotely by the Applicant and by the Respondents, who all appeared in person.
- 9 Under section 43 of the 2016 Act the Tribunal may make a rent repayment order in favour of the occupier (or former occupier) if it is satisfied beyond reasonable doubt that the landlord has committed an offence which is set out within the table at section 40(3) of the 2016 Act, whether or not the landlord has been convicted of that offence.
- 10 In the application, the Applicant alleges that the Respondents have committed offences contrary to section 6(1) Criminal Law Act 1977 and section 1(2) Protection from Eviction Act 1977. Both offences appear with the table at section 40(3) of the 2016 Act.
- 11 The Respondents deny that they are guilty of the offences alleged.
- 12 The Tribunal did not inspect the subject property, but the Applicant gave a description to which the Respondent's agreed. The subject property is a 6 bedroomed terraced house near Dudley Town Centre. It is a HMO. The Applicant stated that upon entry to the subject property, there is a hallway,

leading to a staircase. The Room, is on the ground floor. The Applicant described the Room as small with an ensuite bathroom. The Respondent advised that the Room was a double room.

The Parties Submissions

The Applicant

- 13 The Applicant advised the Tribunal that they no longer wished to pursue the allegation that that Respondents had committed an offence pursuant to Section 6(1) Criminal Law Act 1977 and the Tribunal considered this allegation withdrawn.
- 14 The Applicant also clarified that the offences that they pursued was primarily section 1(3A) Protection from Eviction Act 1977 (the 1977 Act) and also section 1(3) of the 1977 Act.
- 15 The Applicant states that shortly after moving into the subject property, on 11 September 2024 at approximately 11:30am, the Applicant, who was at that time in bed with flu, heard a knock at the door of the Room. When the Applicant opened the door, there was AW from the Agent and Ian Thomas outside. AW stated that that they there for a room inspection.
- 16 The Applicant states that they advised that they had had no notice of any inspection, but despite this AW brushed past the Applicant into the Room, followed by Ian Thomas.
- 17 The subject property had a WhatsApp group for the tenants.
- 18 The Applicant has provided a WhatsApp message from AW from 11 September 2024 to the WhatsApp group which confirms that room inspections took place within the subject property and which expressed concern about the state of the communal areas of the subject property, that things had been left in cupboards and asking the tenants to remove them. The message stated that if items were not removed it would be assumed that they were not wanted and the Agent would dispose of them.
- 19 The Applicant has also provided a WhatsApp message from AW to the Applicant which states that despite the Applicant being told that they were not permitted to smoke in the Room, the Applicant had continued to do so. The message stated that it was a formal warning and that if the Applicant continued to smoke in the Room, the Agent would begin the eviction process.
- 20 The Applicant responded by making clear that they do not smoke in the Room and that they go outside to their car to smoke.
- 21 On 14 October 2024 AW sent a message to the WhatsApp group which again raised issue with the tidiness and general hygiene in communal areas. The message stated that the Agent would start moving out those tenants who do not contribute to keeping communal areas clean and tidy and stated *'Please understand that this is the final warning management will be giving here our next step will be to move on and replace'*.
- 22 On 31 October 2024 AW sent a message to the Applicant which stated that the issue with the Applicant smoking was continuing and that smoke was drifting in from the outside when the Applicant smoked outside. The message stated *'We do not tolerate this kind of behaviour in our properties, unfortunately we are going to need you to move on from the property please'*.

- 23 The Applicant responded and denied that they were the cause of any smoke within the subject property.
- 24 The Applicant's case is that on 4 November 2024 the Applicant was in the Room when they heard the door handle being turned and then the keypad to the Room being used. The Applicant states that they were about to get into the shower and were in state of undress and so had to shout for whoever was trying to gain access to wait.
- 25 The Applicant states that when they opened the door, they saw that it was AW and Ian Thomas. The Applicant states that AW immediately entered the Room and Ian Thomas entered shortly after. The Applicant states that they made clear that no notice had been given and AW said that notice was given through the WhatsApp group chat. A heated discussion took place, before AW and Ian Thomas left the Room.
- 26 The Applicant has provided a short video which the Applicant says shows AW in his room and the Applicant stating to AW that no notice had been received.
- 27 The Applicant has provided WhatsApp messages which were sent to the WhatsApp group from AW on 5 November 2024. The message listed a number of issues at the subject property, including hygiene issues in the communal areas and stated *'Please act on the above so that we do not have to escalate matters here. The landlords and us are really unhappy with the current state of things and are more than prepared to take quite drastic action if things don't improve here. I will be in and out very frequently now to monitor the situation.'*
- 28 The Applicant contacted Dudley Metropolitan District Council Environment Health and Trading Standards – Private Rented Sector (DMDC) on or around 6 November 2024. DMDC advised the Applicant by email that they had spoken to Roy Murray and advised him that entering someone's room without notice could be considered harassment.
- 29 On 10 November 2024 the Applicant made a formal complaint to the Agent. The complaint detailed the incidents on 11 September 2024 and 4 November 2024 and made clear that there was no notice of any inspection given. The complaint also made clear that the allegations which were made against them were untrue, lacked evidence and that the Applicant considered these allegations were made to intimidate them. The Applicant also raised issue about AW's unprofessional conduct, including being asked to 'move on' in the message sent to them. The resolution suggested by the Applicant was;
1. *Early Termination of Tenancy: Given the tenancy agreement violations, I request a mutual agreement to terminate my tenancy early, effective December.*
 2. *Compensation for Breach of Quiet Enjoyment: Due to the unannounced and invasive entries, I request a 50% refund of my rent for the tenancy duration, as I have not been able to quietly enjoy my home.*
 3. *Independent Inspection: Considering Amina's claims about smoking-related damage, I request an independent assessment to fairly determine any impact on the property during my tenancy.*
 4. *Compensation for Unresolved Maintenance Issues: Due to the ongoing mould issue and related health impacts, I request a further 40% rent reduction.*

5. Formal Apology: I believe a formal, personal apology is appropriate, acknowledging the impact of these invasions of privacy and legal violations on my well-being.

- 30 On 29 November 2024 the Agent responded to the complaint and agreed that notice had not been given to the Applicant on 11 September 2024 and 4 November 2024 and apologised to the Applicant. With regard to the allegation of smoking in the Room and subject property, the Agent stated that allegations of smoking in rooms had to be investigated, but upon review no evidence was found of the Applicant smoking in the Room. With regard to the allegations of AW's conduct, it is stated that AW is clear this was not their intention and was saddened, remorseful and apologetic. It is stated that AW recognised that interactions could have been handled better and regrets contributing to any feelings of insecurity.
- 31 With regard to messages sent by AW, it is stated in the complaint response *'There are some messages where on reflection [AW] agreed the tone of the message could have been softer so tenants aren't left feeling anxious or threatened, but with clarity regarding improvements required. This will be a consideration for [AW] going forwards. [AW] is confident that she treats all tenants equally and does not extend preferential treatment to any individual tenants or situations. [AW] is keen to work with you to improve the working relationship, with a view to achieving improved trust and respect going forward and in order for you to feel safe in your home and personal space, and experience quiet enjoyment'*.
- 32 The complaint response provided a formal apology. With regard to requests for early termination of the tenancy, this was not agreed on the basis that the tenancy was for a fixed 6 month term. The request for compensation was also refused on the basis that whilst mistakes were made, these were not malicious nor did they intend to cause the Applicant harm.
- 33 After the Applicant responded to the Agent's response, the Agent offered to allow early termination of the tenancy as of 2 January 2025, on condition that the Respondent's were permitted to retain the deposit.
- 34 On 10 December 2024, the Applicant filed a complaint with the Property Redress Scheme.
- 35 On 14 February 2025 the Applicant gave notice to quit the tenancy and gave up possession of the Room and subject property the same day. An email in response dated 15 February 2025 from the Agent, accepts the surrender of the tenancy.
- 36 On 3 March 2025 the Property Redress Scheme gave its decision, which was upheld on review from the Applicant. It made clear that the scope of the scheme was limited to how the Respondents and the Agent responded to complaints and how effectively they communicated and any claims for damages for injury or requests for early termination of tenancy were beyond the scheme's scope.
- 37 The scheme found:
'...that the [Agent] breached the complainant's right to quiet enjoyment and failed to communicate with the complainant with reasonable care and skill, I find that an award is justified for the inconvenience caused. In my consideration as to the level of award, I have taken into account the number

of issues and their severity, however, I have taken into account the [Agent's] attempts to resolve the issue to date and I reiterate that the landlord is responsible for the work and any rent reduction/termination of tenancy. I consider further that there is insufficient evidence of financial loss to the [Applicant] that flowed directly from the failures. On balance, I consider an award of £350.00 to be reasonable, as recommended in the Early Resolution Proposal - and direct the [Agent] to pay this sum to the [Applicant] as compensation for the inconvenience caused. I do not, however, consider an apology to be necessary as an award of compensation has been made which reflects that the [Agent] is responsible for the issues identified above and I reiterate that I cannot fine, penalise or otherwise censure an agent.'

- 38 The Applicant's case is also that the Respondents have, after the tenancy ended, pursued the Applicant and their father, who acted as guarantor, for one month's rent, which the Respondents say was due, as the Applicant did not give sufficient notice to end the tenancy.

The Respondents

- 39 The Respondents' case is that they accept that due to administrative error, notice was not given as it should have been to the Respondent on 11 September 2024 and 4 November 2024. The Respondents say that they apologise for this.
- 40 With regard to 11 September 2024, the Respondent says that the Applicant had not been added to the WhatsApp group for the subject property, which is where notice of the inspection was given and that this was just an oversight, not deliberate.
- 41 The Respondent's deny that any form of force was used to gain entry to the Room. The Respondent says that the Applicant opened the door and AW entered followed by Ian Thomas.
- 42 With regard to the inspection on 4 November 2024, the Respondents say that there was a software issue with regard to the WhatsApp group and accept that the tenants of the subject property, including the Applicant, did not receive notice of the inspection.
- 43 The Respondents say that the Applicant opened the door and AW entered, followed by Ian Thomas. Ian Thomas says that they stayed in the doorway with the door open, not in an intimidatory way, but to give some space and allow anyone who wanted to leave easy access as the door to the room was required to have an automatic door closing system.
- 44 Ian Thomas accepts that the Applicant was quite upset about the inspection, but Ian Thomas did not consider it appropriate to intervene as AW on behalf of the Agent, was dealing with the situation.
- 45 The Respondents advised that whilst they had been landlords since around 2021, the subject property was the first HMO they had and they had made the decision to instruct a managing agent to help manage the subject property which due to it being a HMO, is more closely regulated.
- 46 The Respondents stated that whilst they allow the Agent to find tenants and complete the sign up process, the Respondents are more closely involved with maintenance and upkeep issues at the subject property. The Respondents stated that they do attend inspections with the Agent as they wish to see the subject property and be able to deal with maintenance issues.

- 47 The Respondents stated that attending with the Agent is not intended to be intimidatory, it is a practical way of seeing any issues within the subject property for themselves.
- 48 With regard to the allegations of smoking within the subject property and allegations against the Applicant about being one of the tenants who was not keeping communal areas tidy, the Respondents say that upon visits to the subject property smoke was detected in the subject property and appeared to come from the Room.
- 49 The Respondent has provided a witness statement from another resident in the subject property who was a tenant during the period when the Applicant was a tenant which states that they noticed a strong smell of smoke coming from the direction of the Room, although this tenant did not see the Applicant smoke in the Room. The resident also states that they did raise issue with the Applicant about issues of hygiene and cleanliness in communal areas, but the Applicant was uncooperative and dismissive. The resident also states that they found some of the Applicant's messages within the WhatsApp group and which were aimed at AW, to be rude, confrontational and aggressive.
- 50 The Respondent also provides a statement from a contractor who the Respondents use for repairs and maintenance and whom states that they have smelled smoke coming from the direction of the Room, but once again have not actually seen the Applicant smoking in the Room.
- 51 The Respondent's case is that as the subject property is an HMO, which housed different tenants sharing communal areas, it was important that the subject property was well managed and communal areas kept clean, tidy and smoke free for the benefit of all tenants.
- 52 The Respondents' case is that there was evidence that at the time the allegations were made against the Applicant, that the Applicant was causing issues at the subject property with regard to the smell of smoke and cleanliness issues in communal areas and raised these issues with the Applicant for sound property management reasons, that is to bring about a change of behaviour and adherence to the terms of the tenancy.
- 53 The Respondents' case is that inspections of the Room and the subject property and allegations made against the Applicant were done for property management reasons and not done so the Applicant would leave the subject property or to stop him exercising any rights.
- 54 The Respondents accept that some of the messages from AW were clumsy and could have been worded better. However, the purpose of the messages was to bring about changes in behaviour and to warn of the possible consequences of failing to do so in terms of escalating action, if behaviours did not change.
- 55 The Respondents say that in recognition of the concerns of the Applicant, they offered mediation to try to resolve some of the issues between the Applicant and in particular AW, but that the Applicant refused mediation.
- 56 The Respondents say that they fully dealt with the Applicant's complaint and gave a formal apology (see paragraphs 30 to 33 above).
- 57 The Respondents did not consider that they could agree to all of the suggested resolutions put forward by the Applicant, because it would have involved them paying back the majority of the rent to the Applicant. Further, the

Applicant still had 3 -4 months left on the tenancy agreement, which was a fixed term tenancy and for which they were entitled to the rent for that period.

- 58 The Respondents say that they did not want the Applicant to leave the subject property and hoped that the issues which had occurred, would be ironed out.
- 59 In recognition that despite this, the Applicant stated that did wish to leave, the Respondents say that they did offer to allow early termination in exchange for the Applicant forgoing the deposit that they paid, which the Respondents considered to be a fair compromise.
- 60 The Respondents' case is that the Applicant terminated the tenancy on or around 14 February 2025, which was 1 month or so too early. The Respondents stated that they considered that they were entitled to the last month's rent, which is why they pursued the Applicant and the Applicant's father as guarantor. The Respondents say that this was pursued as what they considered to be a legitimate debt, owed by the Applicant and through the correct channels.

Statutory regime

- 61 Section 1(3) of the 1977 Act states:

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.

- 62 Section 1(3A) of the 1977 Act states:

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.

- 63 Section 1(3B) of the 1977 Act states:

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.

- 64 In order to be guilty of an offence under s1(3) of the 1977, it must be proved, beyond reasonable doubt, that the person accused of the offence committed acts likely to interfere with the peace or comfort of a residential occupier and it must be proved beyond reasonable doubt that there was specific intent on the part of any person to intend to cause a residential occupier to give up occupation of premises or refrain from exercising any right or pursue any

remedy. There must be a positive act rather than an omission [*R. v Ahmad (Zafar)* (1987) 84 Cr. App. R. 64].

65 Section 1(3A) of the 1977 Act requires proof, beyond reasonable doubt, that there was actual participation by a landlord or agent in acts which are likely to interfere with the peace and comfort of a residential occupier. A landlord cannot be vicariously liable for the acts of the agent, though a landlord could commit the acts carried out by an agent as part of a joint enterprise or conspiracy. Whilst section 1(3A) of the 1977 Act does not require the same specific intent as is required under section 1(3) of the 1977 Act, nevertheless there is a requirement of knowledge or of having reasonable cause to believe, which is based on the subjective state of mind of the landlord or agent accused of committing the offence [*R v Qureshi* [2011] EWCA Crim 1584]

66 The statutory regime for the making of a rent repayment order is set out in Chapter 4 of Part 2 of the 2016 Act. Changes were made to the 2016 Act by the Renters Rights Act 2025 and such changes are in force from 1 May 2026. The changes brought about by the Renters Rights Act 2025 are not retrospective and therefore the Tribunal is concerned with the law which was in force at the time the offences were alleged to have been committed. The law set out below is therefore as it was before 1 May 2026. So far as relevant to the present application, the 2016 Act provides as follows –

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 ...

(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.

	Act	Section	General description of offence
...			
2	Protection from Eviction Act 1977	section 1(2),(3) or (3A)	Eviction or harassment of occupiers
...			

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.

...

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);

...

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)	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.

Determination of the Tribunal

67 The Tribunal considered the application in four stages –

- (i) Whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under sections 1(3) and/or 1(3A) of the 1977 Act.
- (ii) Whether the Applicant was entitled to apply to the Tribunal for a rent repayment order.
- (iii) Whether the Tribunal should exercise its discretion to make a rent repayment order.
- (iv) Determination of the amount of any order.

Offences under sections 1(3) and 1(3A) of the 1977 Act

The requirements of the offence

- 68 The standard of proof is the criminal standard, beyond reasonable doubt and it is the Applicant who has the burden of proving that the Respondents committed the offences. The Respondents are not required to prove that they did not commit the offences. It is a high bar for the Applicant.
- 69 There is no evidence that the Respondents withdrew or withheld any services reasonably required for the Applicant to occupy the subject property as a residence. In terms of acts carried out, the question is did the Respondents carry out acts likely to interfere with the peace or comfort of the Applicant.
- 70 Dealing first with the two inspections on 11 September 2024 and 4 November 2024. It is accepted by the Respondents that these inspections were carried without prior notice as required by the terms of the tenancy. The Respondents attended with the Agent and were present at the time of the inspections. The Respondents did, along with the Agent attend at the Room on these two dates and that was, unbeknown to the Respondents, without notice.
- 71 Attending at Applicant's home unannounced was a breach of the terms of tenancy and was an act which was likely to interfere with the Applicant's peace and comfort and the Respondents did carry out these acts on those dates.
- 72 With regard to entering the Room without waiting to be invited, this was done by AW as the Agent. The Tribunal is satisfied, on the evidence, that once the door to the Room was opened by the Applicant, AW walked in without the opportunity for anyone, including both the Applicant and Ian Thomas, to stop AW. Whilst there is no evidence that any force was used, AW was not invited in.
- 73 There is no evidence that AW was asked to leave the Room, nor that once AW entered the Room, the Applicant refused entry to Ian Thomas. The Applicant did make representations about a lack of notice, but there is no evidence that AW was asked to leave the Room and refused. It appears from the evidence that Ian Thomas also entered the Room after AW had already entered. The Tribunal consider that AW did enter the Room without giving the Applicant the opportunity to refuse entry, however, the Tribunal considers that AW did this alone and that Ian Thomas only entered after the Applicant had had an opportunity to refuse entry to Room. It was reasonable for Ian Thomas to assume that with AW already in the Room and the Applicant having not asked

AW to leave or refused entry to Ian Thomas, that Ian Thomas was permitted to enter.

- 74 Turning to the allegations made against the Applicant of breaches of tenancy in terms of smoking in the Room and subject property and failing to keep communal areas tidy. Accusations, particularly accusations that a tenant considers are false, are also likely to interfere with a tenant's peace and comfort. Whilst it is noted that it was the Agent and not the Respondent who actually made these accusations, the Respondents gave evidence about smelling smoke in the subject property and of issues with communal areas and the Tribunal is satisfied that the Agent and Respondents were jointly responsible for such allegations being made.
- 75 With regard to the WhatsApp message sent to the Applicant by the agent on 31 October 2024 which stated that the Applicant needed to 'move on', this was sent by AW to the Applicant. The Respondents were clear that they considered the wording clumsy and not wording they would have used. The Respondents evidence was that they did not want the Applicant to move, merely to work with them for a more positive outcome. The wording of the message was an act likely to interfere with the peace and comfort of the Applicant, however, the message and how it was worded was that of AW alone. The Respondents cannot be vicariously liable for the acts of an agent. The Tribunal is not satisfied that the message was sent on the instructions of or with the participation of the Respondents and are not satisfied that the Respondents were a part of this act which was AW alone. The Tribunal finds that the Respondents did not carry out the act of stating that the Applicant was required to move on and this allegation is not proved as against the Respondents.
- 76 With regard to the WhatsApp message which was sent to the subject property WhatsApp group, as opposed to just the Applicant, on 5 November 2024 and which stated that 'drastic action' would be taken if issues within the communal areas did not improve, this is something which would interfere with the Applicant's peace and comfort. However, this was sent by AW and the wording was chosen by AW alone. Once again, the Respondents were clear that the wording was clumsy and not wording they would have chosen. The Respondents evidence was that if issues did not improve, the type of further steps to be taken would be mediation or other steps aimed at addressing individual behaviour and bringing about an understanding of the need to respect other tenants. The Tribunal is not satisfied that the message was sent on the instructions of the Respondents and are not satisfied that the Respondents were a part of this act which was AW alone. The Tribunal finds that the Respondents did not carry out the act of stating that 'drastic action' would be taken and this allegation is not proved as against the Respondents.
- 77 With regard to the allegation regarding the refusal of the Respondents to agree to an early termination of the tenancy agreement and to the other terms proposed by the Applicant as part of the Applicant's complaint, the Tribunal consider that a refusal to agree to something cannot be an act which interferes with Applicant's peace and comfort. In any event, the Respondents, as landlords, were under no obligation to allow an early termination of a fixed term tenancy agreement, unless the tenancy agreement had such break clause. It would have been unreasonable to expect the Respondents to not

only allow such a termination and forego rent for the remaining period, but also to pay the majority of rent back. This allegation is not proved.

- 78 With regard to requesting 1 month's rent after the Applicant had given up possession, once the Applicant gave up possession, the Applicant was no longer a residential occupier and therefore the Respondents could not have committed the offence at that point. In any event, legitimately pursuing a debt that is genuinely believed to be owed is reasonable and not likely to interfere with the Applicant's peace and comfort. The Applicant did terminate the tenancy before the expiry of the fixed term.
- 79 The Tribunal therefore considers that attending at the Room for inspections on 11 September 2024 and 4 November 2024, without notice and the accusations regarding smoking in the subject property and failing to keep communal areas in the subject property clean, were acts committed by the Respondents likely to interfere with the Applicant's peace and comfort. For the avoidance of doubt, the Tribunal does not consider the other alleged acts proved as against the Respondent, including entering the Room without giving the Applicant an opportunity to refuse, as set out above.
- 80 In order for the Respondents to have committed the offences there must either have been a specific intent to cause the Applicant to give up the occupation of the premises or any part thereof; or to refrain from exercising any right or pursuing any remedy, for the purposes of section 1(3) of the 1977 Act or, for the purposes of section 1(3A) of the 1977 Act to know, or to have reasonable cause to believe, that that conduct is likely to cause the Applicant to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy.
- 81 The Respondents' case is that it was always the intention that notice would be given for inspections and that the failure to give such notice was an administrative error. The Respondent's case is that they were not aware that no notice had been given and therefore could not have the necessary intent. The Respondents say that the inspections were carried out to identify any maintenance issues, to check with the tenants if they had any issues and to check on the communal areas.
- 82 The Respondent's say that this was their first HMO and they were conscious of the stricter regulation of such a property, which is the reason why they instructed the Agent.
- 83 The Respondent says that it was important for them that the all tenants had a safe and comfortable environment and that any issues which effected safety and comfort, were dealt with. The Respondents therefore say that the inspections were carried out and issues raised about potential breaches of tenancy for property management reasons only.
- 84 The Tribunal notes that the Respondents as landlords have every right to ensure that terms and conditions of tenancy are adhered to, including properties being kept clean, safe and tidy. The Respondents were permitted to raise issues with tenants to bring about compliance with tenancy conditions and to escalate matters if this did not achieve a positive outcome, including taking lawful steps to evict a tenant through the court process.
- 85 With regard to the allegations made against the Applicant, the Respondent has produced evidence in the form of a witness statement from another tenant at the subject property which states that the Applicant was the cause of smoke

odours in the subject property, was responsible for untidiness in communal areas and was uncooperative. A contractor also gave witness statement evidence that they smelled smoke from the Room.

- 86 The Tribunal is not required to make a finding as to whether or not the Applicant committed the acts complained of and the Tribunal notes that the Applicant vigorously denies such acts. However, the Tribunal is satisfied that the Respondents had sufficient reason to believe that the Applicant was carrying out such acts and as landlord was entitled to put these allegations to the Applicant.
- 87 The Tribunal is satisfied that the Respondents made the allegations based on evidence it had at that time and for sound property management reasons. If a landlord can be convicted of an offence for making accusations of breaches of tenancy, it would make it impossible for landlords to ever take action to stop or prevent breaches of tenancy and that cannot be what Parliament intended.
- 88 The Tribunal is not satisfied, beyond reasonable doubt, that the Respondents made the allegations with specific intent, for the purposes of section 1(3) of the 1977 Act or that the Respondents knew or would have had to cause to believe that this would cause the Applicant to give up occupation or to refrain from exercising any right or pursuing any remedy.
- 89 With regard to the inspections, the Tribunal cannot be satisfied that notice was deliberately withheld and is satisfied that this was an administrative oversight. That is the direct evidence of the Respondents, whereas the Applicant can only speculate that notice was not given deliberately.
- 90 The Respondent's direct evidence is that inspections were carried out for property management reasons and not to bring about the Applicant giving up possession or refraining from exercising any right or pursuing a remedy.
- 91 Landlords are entitled to request access to a property without notice, but have no right to access without such notice. Tenants, whether there is notice or not are free to refuse access, however where notice is correctly given in accordance with the tenancy agreement and the tenant refuses access, that will be a breach of tenancy on the tenant's part.
- 92 As stated above, the whilst AW did commit the act of entry of the Room without giving any opportunity for the Applicant to refuse, the Tribunal does not consider that the Respondents committed this act.
- 93 On the evidence provided, Ian Thomas appears to have been in more of the position of bystander, who appears to have wandered into the Room whilst AW and the Applicant argued about notice.
- 94 The Applicant had the opportunity to stop Ian Thomas entering the Room and could have asked Ian Thomas to leave. There is no evidence that the Applicant took this opportunity or asked Ian Thomas to leave.
- 95 The Tribunal is not satisfied, beyond reasonable doubt, that the Respondents attending for inspections on 11 September 2024 and 4 November 2024 was done with specific intent, for the purposes of section 1(3) of the 1977 Act or that the Respondents knew or would have had to cause to believe that this would cause the Applicant to give up occupation or to refrain from exercising and right or pursuing any remedy.

- 96 The Tribunal stood back and looked at the cumulative effect of acts carried out by the Respondents, that is attending at the Room for an inspection without notice on two occasions and making accusations about breaches of tenancy. The Tribunal is satisfied that the rationale behind these acts were for property management reasons only and the fact that notice was not give was unknown to the Respondents when they attended for the inspection. The Tribunal could not be satisfied, looking at all acts carried out by the Respondents, that the Respondents committed the offences set out at section 1(3) and 1(3A) of the 1977 Act.
- 97 The Tribunal is not satisfied, beyond reasonable doubt, that the Respondents committed the offences alleged by the Applicant. The Tribunal is not required to consider any further stages and the Applicant's application is dismissed.
- 98 As the Applicant has been unsuccessful, the Applicant is not entitled to reimbursement of fees paid to the Tribunal under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Appeal

- 99 If a party wishes to appeal this Decision, that appeal is to the Upper Tribunal (Lands Chamber). However, a party wishing to appeal must first make written application for permission to the First-tier Tribunal at the Regional office which has been dealing with the case.
- 100 The application for permission to appeal must be received by the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- 101 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(s) for not complying with the 28-day time limit. The Tribunal will then consider the reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- 102 The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking.

10 August 2026

Stephen Haythorne
Deputy District Judge