



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

Case reference : **LON/00AG/HMB/2026/0001.**

Property : **Apartment 4, 202 Regent's Park Road,
NW1 8AE**

Applicant : **Charlie Keller
Elio Fantini**

Respondent : **City Accommodations Re Ltd**

Type of application : **Application for a rent repayment order
by tenant**

Tribunal : **Judge N O'Brien
Mr S Mason FRICS**

Date : **17 August 2026.**

DECISION

(1) The application for a rent repayment order is dismissed.

Introduction

1. This is an application for a Rent Repayment Order (RRO) made pursuant to section 41 of the Housing and Planning Act 2014 (the 2014 Act) made by the Applicants against their former landlord the Respondent. The Applicants were and remain assured shorthold tenants of Apartment 4 202 Regent's Park Road London NW1 8AE ("the premises") The Applicants seek a RRO on the grounds that the Respondent committed the offences of unlawful eviction and harassment contrary to sections 1(2) 1(3) and 1(3A) of the Protection from Eviction Act 1977.

The Proceedings

2. The application was received by the Tribunal on 11 September 2025, Initially the Applicants asserted that the Respondent had committed offences under section 1(2) and 1(3A) of the Protection from Eviction Act 1977. Directions were issued on 10 February 2026 which required the Applicants to file a statement of case by 27 March 2026. The Applicants' statement of case asserted that the Respondent additionally committed an offence under s.6(1) Criminal Law Act 1977 in addition to offences under s.1(2) s.1(3) and s.1(3A) of the Protection from Eviction Act. The Respondents then sought an order from the Tribunal preventing the Applicants from relying on any offence under the Criminal Law Act 1977 or s.1(3) of the Protection from Eviction Act on the grounds that these were new grounds which the Applicants had introduced outside of the 12-month time limit referred to in s.41(2)(b) of the Housing and Planning Act 2016. Judge Martyński determined that the allegation that the Respondent had committed an offence under the Criminal Law Act 1977 had been raised outside the 12-month period within which a claim could be brought. He considered that the all the alleged offences under the Protection from Eviction Act 1977 which were raised in the Applicant's statement of case had essentially also been raised in the Applicant's application form and consequently had been brought in time.
3. The Applicants attended the hearing in person. The Respondent was represented by Mr Carmelo Spitaleri, who is the Respondent's sole director. We were provided with an Applicants' bundle consisting of 421 pages, a Respondent's bundle consisting of 193 pages and the Applicants' Reply consisting of 74 pages. In addition both the Applicants and the Respondent provided the Tribunal with skeleton arguments. Additionally in the course of the hearing we reviewed a number of video clips of an incident which took place at the premises on 12 September 2024. We were not asked to review all 9 of the video clips which the Applicants sent to the Tribunal. In addition we listened to a voicemail which Mr Spitaleri left on the First Applicant's phone, a transcript of which is included in the Applicant's bundle at pages 174 to 175.

Legal Framework

4. In order to make a rent repayment order against a person under s.40 of the 2016 Act the Tribunal has to be satisfied to the criminal standard (beyond all reasonable doubt) that the person has committed a relevant offence (s.43 of the 2016 Act). Relevant offences include offences under section 1 of the Protection of Eviction Act 1977.
5. Section 1 of the Protection from Eviction Act 1977 provides;

(1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

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

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

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

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

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

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

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

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence, and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

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

6. In *Tesco Supermarkets v Nattrass* [1972] AC 153 the House of Lords held that where proof of *mens rea* is necessary to establish that a limited company is guilty of an offence, intent may only be attributed to the company by reference to the intentions of a person who acts as its ‘directing mind’ of the company. Consequently we have to be satisfied that

Mr Spitaleri, the Respondent's sole director, had the requisite intent if we are to make a RRO.

The Evidence

7. Save where it has been indicated that the information has come from one or other of the parties, the following facts are not in dispute. The Respondent operates a business that involves securing residential properties under short-term leases and subsequently subletting the individual rooms to occupants on a House in Multiple Occupation (HMO) basis. In or about 2021 the Respondent entered into a lease with the owner of the premises, a Mrs Tutu Mohammad, for a period of 39 months ending on 13 September 2024. The premises consist of a three-bedroom flat in a modern apartment block in central London. On 28 June 2021 the Respondent granted an assured shorthold tenancy of the whole of the premises to the First Applicant, Mr Keller, and a Mr Akhtar. This was not usually how the Respondent normally lets accommodation. However as Mr Keller and Mr Akhtar wished to rent the whole premises exclusively, the Respondent agreed to grant them an assured tenancy of the whole. The Respondent subsequently granted a tenancy of the whole of the premises to Mr Keller and the Second Applicant, Mr Fantini. Mr Fantini became a joint tenant of the premises on 1 September 2023.
8. At some point in the summer of 2024 the Applicants were approached by an agent acting on behalf of Mrs Mohammad. She did not want to renew the lease agreement with the Respondent but was content for the Applicants to remain as tenants of the premises. It is apparent from the material in the bundle including contemporaneous emails and text messages that the Applicants were by that stage dissatisfied with the service they had received from the Respondent. On 30 July 2024 Mr Keller emailed the Respondent to say that he and Mr Fantini intended to move out of the premises on 12 September 2024. This was acknowledged by the Respondent by email dated 3 August 2024. In fact the Applicants had in principle agreed to enter into a new tenancy agreement with Mrs Mohammad. A copy of the tenancy agreement between the Applicants and Mr and Mrs Mohammad commencing on 13th September 2024 is included in the Applicants' bundle at page 154. It is not clear when it was signed but there is a text message included in the Applicants bundle indicating it was signed by Mrs Mohammed on 28 August 2024.
9. At some point in early August 2024 the Respondent became aware of the understanding between the Applicants and Mrs Mohammad. The Respondent, or at least its director Mr Spitaleri, considered that the tenancy that it held was a protected business tenancy within the meaning of the Landlord and Tenant Act 1954 which would continue after the end of the fixed term unless terminated in accordance with that Act. Mr Spitaleri considered that neither the Applicants nor Mrs Mohammed had

a right to enter into a direct relationship of landlord and tenant as long as the Respondent's tenancy subsisted. On 8th August 2024 the Respondent served a Notice to Quit on the Applicants which purported to terminate their tenancy on 8 September 2024, 4 days earlier than the date which the Applicants had previously said they wished to vacate. This was followed by a solicitor's letter dated 9 August 2024 which stated that the Respondent's tenancy was a business tenancy entitling the Respondent to security of tenure and asserting that if they remained in occupation, paying rent to Mr and Mrs Mohammed, they would also be liable to pay rent to the Respondent.

10. On 13 August 2024 the First Applicant emailed the Respondent to deny that they had been in contact with Mrs Mohammed and reiterating their intention to move out of the premises on 12 September 2024. On 10 September 2024 the Respondent emailed the Applicants stating;

'We have clients that will be moving into two of the rooms (Room A and Room C) and we will continue to advertise and conduct viewings for the third room at the property. One of the clients will be moving in tomorrow. Another one will be moving in in the next few days.... If on 12th September the property results (sic) is still occupied we will proceed with the below

- *Start legal proceedings for eviction*
- *Request compensation from you for not allowing the new occupants to move in on their start date*

Please be reminded that the property must be vacant by 12 September 2024 by 12pm'.

The email was sent from 'admin@cityaccommodations.co.uk'.

11. On 6th September 2024 the locks to the front door were changed by Mrs Mohammed who provided keys to both Applicants. On 11th September 2024 it appears that an employee of the Respondent attempted to enter the premises but was unable to. The Respondent emailed the Applicants that day to ask if the lock had been changed, noting that its employee had tried to access the flat on that date but was unable to do so.

12. On 12 September 2024 the First Applicant emailed the Respondent as follows

'We need 1 more day to move. We will pay the extra day's rent'

13. The Respondent emailed back on the same day at 15.04, again from its admin email address as follows;

Dear Charlie

Thank you for confirming you are moving out tomorrow. As you know the locks have been changed... It is our right to have access to the flat, changing the lock, giving you another copy and allowing the new occupants to move in. One person was due to move in yesterday but due to your actions this has not been possible... We will attend again to change the lock. We invite you to not make any resistance to this. To be clear we don't want to evict you. We will change the lock and a copy will be provided to you.

14. At approximately 4pm an employee of the Respondent attended the property with a locksmith. We were told by Mr Spitaleri that the employee's name was Daniel. The First Applicant was in the premises when they attended. He became aware that someone was changing the front door lock when he heard the internal part of the lock dropping to the floor of the hallway. He put the security chain on the door. This was cut with something which he thought was an angle grinder. The locksmith then changed the lock and Mr Keller was given two copies of the new keys. Daniel remained outside the flat for several hours. The Second Applicant returned to the premises at about 5pm. Daniel remained outside the premises in the corridor. At about 7.15 pm another person attended the property. He is shown on the video clips provided by the Applicants. He had a wheeled suitcase with him. We have seen a video clip which shows Daniel telling the First Applicant that the person who had attended the flat had a tenancy agreement and asking if he could enter the flat. Mr Keller refused to permit either Daniel or the other person to enter the flat. The other person left at around 7.30pm and Daniel left shortly thereafter. The Applicants called the police but they did not attend. Later that evening Mrs Mohammed's agent arranged for someone to attend the flat and change the locks again, providing the Applicants with two new sets of keys.
15. Mr Spitaleri's evidence was that he was aware that Daniel was attending the property with the locksmith on 12 September 2024. His evidence was that as far as he was aware the purpose of the visit was to change the locks and to give the Applicants both copies of the new keys if they remained in occupation. He told us that he had not instructed Daniel or anyone else to attempt to force entry or to cut the security chain. He told us that he did not send the email from the admin@cityaccommodations.co.uk address of 12 September 2024 and it would have been sent by one of three administrative employees employed by the Respondent. He told us it would not have been sent by Daniel. Included in the Respondent's bundle is a series of WhatsApp messages passing between Mr Spitaleri and Daniel on 12 September 2024. A message sent by Mr Spitaleri to Daniel at 16.55 reads '*we need a copy of the keys too. 2 for current occupants and 1 for us.*' Daniel messaged back '*give me a call when you can please.*' There was a 41 second telephone call which was followed up by a further message from Mr Spitaleri to Daniel stating '*are the occupants OK? Is important they are not scared or disturbed. We made clear this has nothing to do with them and we are not there to evict them or whatever.*' He accepted that the Respondent had entered into an occupancy agreement of one of

the rooms in the premises with the person who attended the property with a suitcase, however he told us that this person had insisted on attending the property to see if he would be permitted to enter, despite being advised by the Respondent that the property was still occupied by the Applicants.

Discussion

16. In their application and their statement of case the Applicants asserted that the act of serving notice to quit on 9 August 2024, and the events leading up to 12 September 2024 amounted to an offence. However as these events took place more than 12 months prior to the application it cannot form the basis of a RRO. In order to make an order we have to be satisfied that an offence was committed by the Respondent on or after 12 September 2024.
17. In order to be satisfied that the Respondent is guilty of an offence under section 1(2) 1(3) or 1(3A) of the Protection from Eviction Act 1977, we have to be satisfied that someone who could be described as ‘a controlling mind’ within the Respondent’s corporate structure had the intention or knowledge required by those subsections. Mr Spitaleri is the sole director of the Respondent, and the Applicants did not seek to suggest that any other person could be described as a controlling mind of the Respondent. Consequently in order to find that the Respondent committed an offence under section 1(2) of the Act we would have to be satisfied, to the criminal standard, that Mr Spitaleri intended to unlawfully deprive the Applicants of their occupation of the premises. In order to be satisfied that the Respondent committed an offence under section 1(3) of the 1977 Act, we have to be satisfied both that the Respondent committed acts likely to interfere with the peace and comfort of the residential occupier and that Mr Spitaleri’s intention was to cause the Applicants to cease occupying the premises or to refrain from exercising any right in relation to them. In order to be satisfied that the Respondent committed an offence under s1(3A) we would have to be satisfied that Mr Spitaleri knew that the acts of Daniel, or anyone else acting on the Respondent’s instructions, would cause the Applicants to leave the premises or to refrain from exercising any other right in relation to them, such as the right to exclusively possess them.

Decision

18. We are not satisfied that Mr Spitaleri intended to evict the Applicants, notwithstanding the fact that someone, apparently acting on behalf of the Respondent forced entry into the premises and changed the locks. We are not so satisfied because such an intention would be inconsistent with the email sent from the Respondent’s email address on 11 September 2024 which indicated that if the Applicants had not vacated by 12 September 2024 that legal proceedings would be commenced. It is also inconsistent

with the email sent by the Respondent on 12 September 2024 at 15.03 which stated that the locks were going to be changed, that the Applicants would be given keys and that it was not the intention of the Respondent to evict them. It would also be inconsistent with the WhatsApp messages passing between Mr Spitaleri and Daniel on the evening of 12 September 2024. Consequently we are not satisfied that Mr Spitaleri intended to deprive the Applicants of their rights of occupation, notwithstanding the fact that he was aware that Daniel was going to change the locks, and that therefore we are not satisfied that the Respondent committed an offence under section 1(2) of the 1977 Act.

19. Similarly we are not satisfied that Mr Spitaleri intended to cause the Applicants to give up their right of occupation, or any other rights to the premises, notwithstanding the fact that he was aware that Daniel was going to change the locks. We accept that the changing of the locks, in the face of the First Applicant's objections, was an act likely to interfere with his peace and comfort. We are satisfied that the acts of Daniel after the locks were changed were similarly likely to interfere with the Applicants' peace and comfort. However we are not satisfied that Mr Spitaleri had the requisite intention to cause the Applicants to vacate the premises or to refrain from exercising any other rights in relation to the premises, for example their right to exclusively possess the premises. We are not satisfied that Mr Spitaleri had the locks changed so that the new tenant could move into the premises irrespective of whether the premises were still occupied by the Applicants and irrespective of whether or not they objected. The circumstances described above could give rise to such an inference, but we have to be satisfied to the criminal standard that this was the case. Consequently we are not satisfied that the Respondent has committed an offence under section 1(3) of the Act.
20. Finally we do not consider that Mr Spitaleri had reasonable cause to believe that the act of changing the locks was likely to cause the Applicants to give up occupation or exercise any right in respect of them. We accept that both Daniel and the locksmith knew or ought to have known that the First Applicant was in occupation and that he objected to the lock being changed. However we consider that in order to be satisfied that the Respondent was guilty of an offence under s.1(3A) we would have to be satisfied that Mr Spitaleri knew or had cause to believe that Daniel and/or the locksmith would act in a way that was likely to cause the Applicants to give up occupation or refrain from exercising any of their rights. In our view in the circumstances of this case we cannot be so satisfied as we are not satisfied that Mr Spitaleri knew or had reason to believe that the locksmith was going to force entry into the flat and change the lock in the face of Mr Keller's objections. We are further not satisfied he had cause to believe that the locksmith and/or Daniel were going to engage in acts which were likely to cause the Applicants to move out or to exercise any of their rights in relation to the premises such as the right to exclusively possess them.

21. Consequently we are not satisfied that the Respondent committed any of the offences alleged, and the application for a RRO is therefore dismissed.
22. Had we been satisfied that an offence had been committed we would have made an RRO equal to 50% of the rent paid. The maximum rent repayment order in this case is agreed to be £35,067.08, being the rent paid by the Applicants in the 12 months prior to the offence, less sums paid by the Respondent in respect of utilities and cleaning. We consider that the offences alleged to have been committed by the Respondent are of a most serious nature justifying a starting point of 100% of the maximum award. However we consider that the Applicants' deliberate lack of candour regarding their intentions was a significant contributing factor to the events of 12 September 2024. This was deliberate conduct on their part which directly led the Respondent to believe that they would vacate the premises on 12 September 2024 despite having no such intention. In our view this conduct would have justified a reduction to 50% of the maximum order.

Name Judge N O'Brien

Dated 17 August 2026

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.

