



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

Case reference : **LON/00BG/HMF/2026/0022**

Property : **Flat 12 Trevelyan House Morpeth Street
London E2 0PY**

Applicants : **Mr Doug Wilson (1)
Ms Robyn Petra White (2)
Mr James Morris (3)
Ms Abbi Whoriskey (4)**

Representative : **Mr Mohammed Williams of the London
Borough of Tower Hamlets**

Respondent : **Mr David Martinez (1)
Ms Rahana Ali (2)**

Representative : **-**

Type of application : **Application for a rent repayment order by
tenant Sections 40, 41, 43, & 44 of the Housing
and Planning Act 2016**

Tribunal : **Mrs E Flint FRICS
Ms S Coughlin MCIEH**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **17 August 2026**

Date of decision : **24 August 2026**

DECISION

The tribunal determines that the applicants are entitled to a Rent Repayment Order against the first respondent, David Martinez in the sums set out below, payable within 28 days of the date of this decision. No order is made against the Second Respondent Mrs Rahana Ali. The reasons for our findings are set out below.

Background

1. This was an application made by Doug Wilson, Robyn Petra White, James Morris and Abbi Whoriskey for a Rent Repayment Order (RRO) under the Housing and Planning Act 2016 (the HPA) The respondents are David Martinez and Rahana Ali, the property is Flat 12 Trevelyan House, Morpeth Street London E2 0PY (the Building).
2. The building is a two storey maisonette on the seventh and eight floors of a purpose built block. The accommodation comprised four bedrooms plus a shared kitchen and shared bathroom/wc and separate wc. Two of the bedrooms had been created out of the original living room.
3. On 16 September 2025 the Application for a RRO was sent to the tribunal. The grounds of the application were as follows: The Property is in the London Borough of Tower Hamlets (LBTH) which has an Additional Licensing scheme which was renewed with effect from 1 April 2024 (expiring 31 March 2029) requiring all HMOs with 3/+ occupants in the borough to have an HMO licence. The property was and remains unlicensed. This is an offence listed in s40(3) of the HPA at line 5: an offence under HA s72(1).
4. The amounts to be repaid were stated to be as follows:
Doug Wilson tenancy period: 02/01/2024 – 31/12/2024. >12 months @ £945 per calendar month. 12 x £945 = £11,340.
Robyn Petra White tenancy period: 31/01/2024 – 20/01/2025 >12 months less 10 days @ £895 per calendar month = £9,856
James Morris tenancy period: 01/11/2023 – 31/10/2024 >12 months @£895 per calendar month. 12 x 895 = £10,740
Abbi Whoriskey tenancy period: 01/02/2024 – 31/01/2025 >12 months @£865 per calendar month. 12 x £865 = £10,380
Grand Total: £42,316
5. The Tribunal sent the Respondents copies of the application with supporting documents. Directions were issued on 18 February 2026. The Applicant responded according to the timetable set out in the Directions however, the Respondents did not respond to the Directions at all.
6. A face to face hearing was held on 17 August 2026. Mr Wilson attended, the other three applicants were unable to be present. They had nevertheless

provided brief witness statements, They were all represented by Mr Mohammed Williams of LBTH.

7. Prior to the commencement of the hearing, we were provided with an Applicant's one hundred and sixteen page electronic bundle. The Respondents did not attend nor were they represented at the hearing. The tribunal did not receive any representations from the respondents.

Hearing

8. At the start of the hearing the Tribunal asked Mr Williams if he had had any contact with the Respondents. He confirmed that although the authority had sent letters to Mrs Ali at several addresses, including the address on the Land Registry there had been no response. He had spoken to Mr Martinez and also had an email from him advising that the block was managed by Rightlane properties. Mr Williams had left messages with Rightlane however he had not received a response.
9. Mr Williams stated the Property is subject to an Additional Licensing Scheme ("Scheme") which had been renewed on 1 April 2024, expiring on 31 March 2029. The original scheme ran from 1 April 2019 until 31 March 2024. The Scheme established by the Council, applied across the Borough, it applied to all HMOs with three or more occupants from two or more households. A failure to license a property as required by this scheme is an offence under s.72(1) of the Housing Act 2004. Not licensing such a property is an offence listed in s.40 of The Housing and Planning Act 2016 as amenable to a Rent Repayment Order. At all times during the applicants' occupation of the Property, there were three or more persons in occupation of the Property, each forming a separate household. At no time during the applicants' occupation of the Property was an Additional Licence applied for.
10. The property had been inspected on 15 July 2024 by a Building Control officer who noted that there was no fire detection system in the property. Moreover in the kitchen there was no fire blanket, no CO alarm, door not FD30, no intumescent strips, no smoke seals, the door had only 2 hinges. In addition there were no smoke alarms in the bedrooms, the internal doors were not fire doors with intumescent strips and there was no thumb lock on the front door.
11. During questioning Mr Williams conceded that he had not been able to find any evidence that Ms Ali had received any rent for the property. Therefore she was no longer regarded as a respondent.
12. He called Mr Wilson to give evidence. Mr Wilson said that there had been three others living in the property throughout the time that he lived there. Not all of those residents were included in the current application. His accommodation was cramped there was no communal living space. There was some mould on the ceiling following roof leaks. He accepted that Mr Martinez had inspected and engaged someone to treat the mould. However it

reappeared. Mr Martinez had visited the property after one of the other residents had contacted him regarding a letter from LBTH concerning the lack of a licence. He had taken the letter and advised the tenants that it was none of their business.

13. Mr Martinez visited the property frequently without giving notice. Mr Wilson agreed that some of the visits were in response to messages left by one of the other residents. However, they were not given twenty four hours' notice of the inspections.
14. It transpired that none of their deposits had been lodged with a Tenancy Deposit scheme, Mr Martinez did however return their deposits at the end of each tenancy.
15. The Applicants paid for the gas and electricity which they consumed. The landlord paid the council tax, water bills and internet connection.
16. Mr Williams said that the Applicant's evidence showed that an offence had been committed. Mr Martinez was the person managing and having control of the house. All the applicants had paid their rent to Mr Martinez and had no information regarding any other person with an interest in the property. All four occupants had tenancy agreements with Mr Martinez, although he was named as the Property Manager on all the agreements. He was aware of other cases in which Mr Martinez was involved and therefore was seeking the maximum Rent Repayment Order.
- 17.. Mr Williams referred the Tribunal to *Williams v. Parmar* [2021] UKUT 244 (LC) as the leading case in the present line of authority. In *Acheampong v. Roman* [2022] UKUT 239 (LC) the Upper Tribunal set out a four-stage approach to the calculation of quantum in the case of a successful RRO at Para. 20:
 - a. Ascertain the whole of the rent for the relevant period;
 - b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
 - c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

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

The Tribunal's decision and reasons for that decision

18. We have considered all the evidence and submissions and find that the criteria necessary to support a RRO has been met. We find that Mr Martinez is a person having control of the premises (as defined by s263(1)) being in receipt of the rack rent for the property. He has therefore committed the offence of failure to licence under s72(1). and as he is the landlord in receipt of the rent he is a person against whom a Rent Repayment can be made. In all the circumstances of the case we consider that it is appropriate to make such an order.
19. There were a number of fire safety issues in the property: no smoke or carbon monoxide detectors, no fire doors, no fire blanket in the kitchen and no thumb lock on the entrance door.
20. The deposit paid to the landlord had not been protected. It was however confirmed that the landlord did return the deposit to the Applicants.
21. The failure to licence continued from at least November 2023 and was continuing on 31 January 2025 despite the notification from Tower Hamlets. The nature of the tenancy agreement and the email received from Mr Martinez shows an attempt to obscure the ownership of the property. Moreover Mr Martinez removed a letter intended for the tenants to prevent them providing information in writing to Tower Hamlets.
22. Having made these findings we need to consider what level of RRO is appropriate in this case. In *Williams v Parmar* [2021] UKUT 244(LC) it is clear that 100% of the rent paid during a period of twelve months can be awarded.
23. In *Acheampong v. Roman* [2022] UKUT 239 (LC) the Upper Tribunal set out a four-stage approach to the calculation of quantum in the case of a successful RRO at Para. 20:
 - a. Ascertain the whole of the rent for the relevant period;
 - b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
 - c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal

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sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

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

24. The starting point is the rent paid as set out above. Having taken into account all the factors set out above the Tribunal determines the Rent Repayment Order in the sum of 70% of the total rent paid after deducting the Tribunal's estimate of £550 per year per resident as representing the cost to the landlord of paying the council tax, water and internet connection bills.

25. The amounts to be repaid are as follows:

Doug Wilson £11,340-£550=£10,790 x 70% = £7,553

Robyn Petra White £9856 - £533 = £9,323 x 70% =£6,526.10

James Morris £10,740-£550 = £10,190 x 70% = £7,133

Abbi Whoriskey £10,380 -£550 = £9,830 x 70% =6,881.

Mrs E Flint

24 August 2026

ANNEX – 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 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 to 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 (ie 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.

Housing and Planning Act 2016

40Introduction 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	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	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).

44Amount 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

47Enforcement of rent repayment orders

(1)An amount payable to a tenant or local housing authority under a rent repayment order is recoverable as a debt.

(2)An amount payable to a local housing authority under a rent repayment order does not, when recovered by the authority, constitute an amount of universal credit recovered by the authority.

(3)The Secretary of State may by regulations make provision about how local housing authorities are to deal with amounts recovered under rent repayment orders.

56 General interpretation of Part

In this Part—

- “body corporate” includes a body incorporated outside England and Wales;
- “housing” means a building, or part of a building, occupied or intended to be occupied as a dwelling or as more than one dwelling;
letting” — (a)includes the grant of a licence, but
b) except in Chapter 4, does not include the grant of a tenancy or licence for a term of more than 21 years,
and “let” is to be read accordingly;
“tenancy” — (a)includes a licence, but
b) except in Chapter 4, does not include a tenancy or licence for a term of more than 21 years.

