



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

Case reference : **LON/00AU/HMF/2026/0023**

Property : **65a Tufnell Park Road, London N7 0PS**

Applicants : **Adam Birkett, Luke Fisher, Bailey
Manoogian**

Representative : **Justice for Tenants
Ref: 38925**

Respondent : **Cuthbert Thomas**

Representative : **Tricia Marie Thomas**

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

Tribunal members : **Judge H Carr
Mr Stephen Mason**

**Date and venue of
hearing** : **28th August 2026
Alfred Place**

Date of decision : **11 September 2026**

DECISION

Decisions of the tribunal

- (1) The tribunal determines to make a Rent Repayment Order to the Applicants of £ 13,887.27.
- (2) The Rent Repayment Order must be paid within 28 days of the issue of this decision.
- (3) The tribunal determines that the Respondent reimburse the Applicants for their application and hearing fees, totalling £341.00
- (4) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The Applicant tenants, Adam Birkett and Luke Fisher and Bailey Manoogian seek a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to 65a Tufnell Park Road, London N7 OPS.
2. The Applicants allege that the Respondent landlord has committed an offence under s.72(1) of the Housing Act 2004 (unlicensed HMO).
3. The Respondent is Mr Cuthbert Thomas who is the registered owner of the property and is listed as landlord on the tenancy agreement produced by the Applicants.
4. The Applicants are seeking to recover £ 23,098.11 for the period 12th November 2023 – 8th November 2024.
5. The application was received by the tribunal on 1st October 2025. Directions were issued in this matter on 18th February 2026 and amended on 9th June 2026.

The hearing

6. The Applicants attended the hearing. They were represented by Ms Eva Sherratt of Justice for Tenants.
7. Mr Thomas appeared at the hearing. He was represented by his daughter, Tricia Marie Thomas.

The law

8. Section 43 of the 2016 Act provides that this Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44 which limits the amount of the award to the rent paid during a period “not exceeding 12 months, during which the landlord was committing the offence.”
9. Section 44(4) says as follows:

(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.”
10. Guidance on how this Tribunal should approach quantification of the amount of a RRO has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and *Acheampong v Roman* [2022] UKUT 239. We refer to that guidance below when deciding how much to order by way of a RRO.
11. In *Williams v Parmar* the Chamber President said [50] that when quantifying the amount of a RRO:

“ A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant.”

12. In *Acheampong* Judge Cooke said at [20] that the following approach would ensure consistency with previous legal authorities:

“ 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).”

13. In *Newell v Abbot* [2024] UKUT 181, the Deputy President, at paras. 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO's awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At para. 57 he said as follows:

“ This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health.”

The background and chronology

14. The property is a four bedroom, two storey flat with a shared kitchen and bathrooms located in a four storey terraced house.
15. The Applicants provided a copy of the assured shorthold tenancy agreement which is in the joint names of the Applicants and Ms Mazaudoux. The Respondent is named as the landlord on this agreement. The Applicants informed the tribunal that Ms Mazaudoux was not pursuing an application as her visa had expired and she had left the country.
16. The tenancy agreement was for a fixed term of 12 months commencing 12th November 2023 and ending on 11th November 2024. The rental was £2800.00 pcm
17. The Respondent is named on the land registry as a joint leasehold owner of the property together with Novlet Joy Thomas. The property was bought in 1998 as a family property. It has been rented out since 2006.
18. The property was occupied as follows:
 - () Adam Birkett lived at the Property from 30th September 2023 until 9th November 2024.
 - () Luke Fishert lived at the Property from 11th November 2023 until 11th November 2024.
 - () Bailey Manoogian lived at the Property from 28th of November 2023 until 7th November 2024.
 - () Julia Mazaudoux lived at the Property from November 2021 until 10th November 2024.
19. The tenancy which expired on 11th November 2024 was not renewed due to the landlord stating that there would be substantial rent increases.

The issues

20. The issues that the tribunal must determine are;
 - () Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?

- () Does the respondent have a 'reasonable excuse' defence?
- () What amount of RRO, if any, should the tribunal order?
- () What is the maximum amount that can be ordered under s.44(3) of the Act?
- () What account must be taken of
 - ()The conduct of the landlord
 - ()The financial circumstances of the landlord:
 - ()The conduct of the tenant?
- () Should the tribunal refund the applicant's application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the respondent has committed the alleged offence?

The Applicants' evidence

21. The property is situated within an additional licensing area as designated by the London Borough of Islington. The additional licensing scheme came into force on 1st February 2021 and ceased to have effect on 1st February 2026. The scheme required that all HMOs occupied by three or more persons who are not members of the same family and which does not require mandatory licensing to be licensed.
22. The additional licensing scheme applied to the property as it was implemented borough wide. The Applicants provided a copy of the public notice of the designation.
23. The property met all the criteria to be licensed under the designation and does not qualify for any licensing exemptions.
24. The breach of the additional license commenced on November 11, 2023, when Luke Fisher moved into the property, resulting in an increase in the number of tenants to three, representing three distinct households. This breach ceased on the 10th November 2024, when the number of

tenants fell below three. Consequently, the claims put forward by the Applicants extend from November 12, 2023, to November 9, 2024.

25. During the relevant period of 12 November 2023 – 9th November 2024 the property was occupied by at least three persons living in two or more separate households and occupying the property as their main residence.
26. Their occupation of the property constituted the only use of the accommodation. They each confirmed that the property was their only residence.
27. The Applicants provided a copy of an email from Jevon Jacobs, a licensing assistant with Islington Council dated 12th September 2024 which stated that the property did not have a valid licence and that no application has been made for a licence. A further email was provided dated 17th September 2025 which again confirmed that the property did not hold a licence nor had an application been made for a licence.

The Respondent's evidence

28. The Respondent denies that an offence has been committed. Ms Thomas said that the property was no longer used as a rental when licensing requirements were introduced into the borough. She said that the tenants had been given notice that their tenancy would not be renewed at the end of the fixed term.
29. She explained that the property had been let and managed for several years by Allen Goldstein. The Respondent used a management company as he had little understanding or experience of the market and because he was 73 years old and lived out of the borough. He paid the management agents a fee of 9% of the rent. Ms Thomas provided evidence of that charge but no copy of the agreement between Allen Goldstein and the Respondent. As far as the Respondent was concerned Allen Goldstein provided an exemplary service.
30. The Respondent said that the management company liaised directly with the council as far as licensing was concerned. However she agreed that the responsibility to licence the property fell on the Respondent.
31. On 30th July 2024 the Respondent received an email from Allen Goldstein advising of licensing changes within the borough. The management agents had learned of the changes via an email from Islington council.
32. The email from Bodrul Ahmed at Allen Goldstein is copied as attachment 2 of the Respondent's bundle.

33. Ms Cuthbert said that the Respondent had already decided not to further rent out the property and was considering his options which included putting the property up for **sale**.
34. On 1st October 2025 the Respondent was notified that the previous tenants had contacted Justice for Tenants.
35. The agent replied on 6th October 2025 to Jordan Thomas where the information about licensing was repeated. The repetition of the information included the reference to selective licensing and to the Hillrise and Tollington wards.
36. Ms Cuthbert also said that the council has advised that local letting agents are normally advised of changes which is in line with our agents being notified of the changes in July 2024.

The Applicants' response

37. The Applicants point out that the correspondence provided does not relate to the offence that they are alleging. The scheme the letters refer to is a selective licensing scheme and it relates to Hillrise and Tollington which are not the correct wards for the subject property which is situated in Tufnell Park.

The decision of the tribunal

38. The tribunal determines that the Respondent has committed the alleged offence.

The reasons for the decision of the tribunal

39. The tribunal relies on the evidence from the Applicants and the information provided by the local authority. The property is in an area of additional licencing and there was no licence for the property for the relevant period. The Respondent admits that the property was not licenced.
40. The argument that no offence was committed is clearly incorrect in the light of the information received from the Applicants.
41. The email from Bodrul Ahmed **of** the management agents that the Respondent relies on is dated 30th July 2024 and does not relate to the additional licensing scheme. It talks about Hillrise and Tollington wards being covered and refers to a selective licence scheme extension that the council was implementing.

42. This evidence does not relate to the additional license which the subject property required and had required since 2021.

Does the Respondent have a ‘reasonable excuse’ defence?

43. The tribunal considers that the defence of the Respondent should be treated as a reasonable excuse defence. It therefore considered whether reliance on the agents and on the email dated 30th July 2024 could consider a reasonable excuse defence.
44. The Applicants say that none of the three legs relating to landlord’s reliance upon an agent as set out in *Aytan v Moore* [2022] UKUT 027 (LC) are met. They quote from *Aytan v Moore* at paragraph 40 of that decision where it is stated;

40. We would add that a landlord’s reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition there would generally be a need to show that there was a reason why the landlord could not inform themselves of the licensing requirements without relying upon an agent, for example because the landlord lived abroad.

45. The Applicants also note that Respondent alludes to potential Reasonable Excuse defences but has not submitted any that are either, read separately, or in sum, reasonable in all circumstances as required by *Marigold* [2023] UKUT 33 LC.

Decision of the tribunal

46. The Tribunal determines that the respondent’s reasonable excuse defence does not succeed.

The reasons for the decision of the tribunal

47. The tribunal has paid close attention to the decision of the Upper Tribunal in *Marigold v Wells* [2023] UKUT 33 (LC), in deciding what approach it should take when considering a defence of reasonable excuse. In that case Martin Rodger KC, Deputy Chamber President said that the proper approach, derived from the approach of tax tribunals, was for the tribunal to ask itself three questions :- (i) what were the facts on which the Respondent was relying in putting forward its defence of

reasonable excuse (ii) which of those facts were proven and (iii) whether viewed objectively the proven facts provided an objectively reasonable excuse for the conduct of the appellant, taking into account their experience and other relevant circumstances.

48. The tribunal has also paid attention to *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC) in which the Upper Tribunal applied the approach to reasonable excuse defences that it articulated in *Marigold*.
49. The respondent is relying on the following facts to substantiate his reasonable excuse defence:
 - () He did not know that the property required licencing.
 - () He relied on the agents
50. However viewed objectively the tribunal does not consider that the proven facts provide an objectively reasonable excuse for the applicant.
51. Whilst the tribunal can agree that the Respondent was unaware the property required licencing because he relied on his agents, there was ample evidence that the agents were not providing competent advice on licencing requirements. It was not therefore reasonable for the Respondent to rely on them.
52. The email relied on by the Respondent sent to him by the agents includes an extract from the council which explains what selective licensing is as well as explaining mandatory and additional licensing. In the email the council says that landlords in Hillrise and Tollington wards will be allowed until 20th August 2024 to submit a valid application for a property licence.
53. Any careful reading of that email by the Respondent would at the very least have alerted him to the need to check the licencing position. His property was not in wards covered by the extension of the scheme. It would also have alerted him to the poor level of competence of the agents.
54. Further no evidence has been provided that the Respondent was not capable of understanding the licensing requirements in Islington. The Respondent appears competent in his communications with the agents and he is ably assisted in the matter by his adult children.
55. The Respondent's daughter said that they believed that the property was let out to a family and not as a shared house.

56. The tribunal did not find this statement credible. Ms Cuthbert attended the property to collect mail from the communal hall and would no doubt have seen letters addressed to the tenants. She inspected the property alongside the managing agents and would have seen the sleeping arrangements in the property. The police complaint form she completed related to alleged offences which had taken place during the tenancy of the Applicants, and they were each named as suspects on that form. Indeed, the form includes statements that the complainant knows the people involved which is inconsistent with being unaware the property was let to separate individuals.
57. Emails from Jordan, the Respondent's son, included in the Respondent's bundle also addressed the tenants by name indicating that the Respondent was fully aware who was renting the property.
58. The tribunal also located an email in the Respondent's bundle from a Mark Winship of the agents to the Respondent which referred to a couple of tenants sourcing replacement tenants by themselves. This is inconsistent with a family letting.
59. In addition landlords should ensure that they receive copies of letting agreements, so they are fully aware of who is living in the property and the legal requirements arising from the living arrangements.

Should the tribunal make an award of a RRO? If so, for what amount?

The exercise of the tribunal's discretion

60. The Applicants asked the tribunal to exercise its discretion and make an RRO.

The decision of the tribunal

61. The tribunal determines to exercise its discretion to make a rent repayment order.

The reasons for the decision of the tribunal

62. The tribunal considered the evidence and determined that it was appropriate for it to exercise its discretion and make a rent repayment order because there had been a clear breach of the law.

The maximum amount of the RRO which can be ordered

- 63. The total amount of rent the Applicants are seeking to recover is £23,145.44 for the rent paid for the period between 12 November 2023 and 9 November 2024.
- 64. The rent was paid from a bank account belonging to another tenant, Julia Mazaudoux, who is not a party to this claim.
- 65. The Applicants paid their share of the rent to Julia Mazaudoux's bank account. Ms Mazaudoux provided evidence for this and authorised the Applicants' claim.
- 66. None of the Applicants were in receipt of a housing element of Universal Credit or Housing Benefit

The decision of the tribunal

- 67. The tribunal found that the maximum RRO it could award was £23,145.44.

The reasons for the decision of the tribunal

- 68. It accepted the evidence of the Applicants, that the rent was paid to Ms Mazaudoux who then paid it to the agent. It accepted the documentary evidence provided by the Applicants as to the payments of rent and the calculations as to the rent each had paid over the relevant period.

Other arguments concerning the amount of the RRO to be awarded.

- 69. Both parties agreed that the Applicants were responsible for the utility bills and therefore no deduction from the maximum RRO payable was to be made on that basis.
- 70. The Applicants argue that their conduct has been good. They paid their rent on time; they complied with the terms of their tenancy agreement and with their obligations as occupiers of an HMO. They cleared the garden and left the property in a better condition than when they had moved in.
- 71. The landlord argues that the conduct of the tenants has been poor.

() The Respondent says that mail was being stolen by the Applicants which he has now reported to the police

- () He says that the property was poorly maintained through the length of the Applicants' tenancy. They held disruptive parties and lit aggressive fires in the back garden causing extensive discomfort to the other tenants who were an elderly couple. This was reported over and over again.
- () He says that the property was left in an appalling state at the end of the tenancy period and as a consequence the deposit was not returned.

72. The Applicants have responded to the accusations of poor conduct as follows:

- () There is no evidence that the Applicants had stolen mail from the property and they note that the police report was made in 2026 a long time after they had left the property. They refer to the claim as nonsensical.
- () They admitted that they had lit fires after dusk but said that they responded to any requests to dampen down those fires.
- () They said they held very few parties and would always respond to complaints from neighbours about noise, turning down music etc.
- () They said the property was in a poor condition when they moved in. The managing arrangements were that rooms were filled as various tenants left so there were never any voids when maintenance and repairs could be carried out by the landlord.
- () The Tenancy Deposit dispute resolution service adjudicated on the state of the property at the end of the tenancy. It returned all but £50 of the deposit because there was no evidence to substantiate the claim of the landlord.

73. The Applicants argue that the conduct of the Respondent was poor

- () The Respondent failed to provide the requisite statutory safety information on gas and electric installations, the right to rent information or the EPC

- () The property did not have adequate smoke detection or an alarm system. The property contained two smoke detectors, one in the hallway above the entrance and one in the kitchen. There were no smoke detectors in other communal areas or the bedrooms.
 - () There were no fire doors in the property.
 - () There was a lack of ventilation in the kitchen and limited ventilation in the bedrooms.
 - () No repairs carried out during the period they occupied the property
 - () The fourth bedroom is below HMO minimum standards at 6.51 square metres
 - () Disturbed their quiet enjoyment, in particular Jamie, the Respondent's son entered without the requisite 24 hour's notice.
74. The Respondent says that he has been a good and prudent landlord who has gone to great lengths to provide an exceptional home for all tenants. This included making sure that there was adequate insurance for the property. Ms Cuthbert said that the property had been a much-loved family home and they always treated it as such.
75. The Respondent says that gas safety inspections were carried out routinely along with the EPC and the EICR at the required intervals and copies were left with the tenants. The account statement for 2024 refers to a charge for gas certification.
76. The Respondent provided a copy of a gas safety certificate dated 27th November 2023, an EPC dated December 2018 and an Electrical installation report dated December 2020.
77. The Respondent said that the room which the tenants regarded as too small is a double bedroom and has been used as such. It measures 91 sq feet.

78. The Respondent denies that impromptu visits were made to the property without adequate notice. All visits were made with prior notice. He says he is unaware of anyone called Jamie but agreed that his son Jordan may have visited the property.
79. The property was left in an appalling condition and the full deposit was retained.
80. The Respondent also says that there were numerous complaints from other tenants in the building about the fires the Applicants lit and the general noise from the property.
81. The dispute was adjudicated and only £50 of the deposit was retained. The Applicants provided a copy of the adjudication report.
82. The Applicants worked hard to clear the garden and remove black mould and fix cracks and holes in the walls. The property was in a better condition when they left than when they moved in
83. Moreover when they moved in in 2023 no checks or repairs or refurbishments were done.

The decision of the tribunal

84. The tribunal determines to award a RRO at 60% of the maximum RRO.
85. This means that the RRO will total £13,887.27.

The reasons for the decision of the tribunal

86. The tribunal in this case has already taken the first two steps required by *Acheampong v Roman* (2022) UKUT 239 (LC) by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenant. There is no deduction for utilities that needs to be made in this case.
87. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less

serious offences of the seven offences for which a rent repayment order may be made.

88. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.
89. In this case the tribunal considered that the case is a moderate example of one of the less serious offences in which a rent repayment order may be made.
90. The reasons for this are as follows:

() Whilst there has been a failure to licence the property, the landlord is not a portfolio landlord
91. On the other hand, the property was unlicensed for a considerable period, from the inception of the scheme in February 2021 to the end of the Applicants' tenancy.
92. The fire precautions in the property appear to have been minimal and placed the occupiers at risk. The size of the small bedroom was below the statutory minimum bedroom size in an HMO. Both would have been avoided if an application for a licence had been made.
93. There is some evidence that the statutorily required safety information was obtained but no evidence that it was provided to the Applicants. The churn of tenants and the lack of any void period between tenancies means that a robust method needs to be put in place to ensure that tenants receive the necessary information. There is no evidence of such a system here. The Respondent provided no evidence from the managing agents that the necessary information had been served.
94. The behaviour of the Respondent's son has been taken into account by the tribunal. He appears not to have understood the rights of the tenants to proper notice of visits, and appears to have visited the property for personal rather than professional reasons. He also told the tenants of very high rises in the rent leading them to choose to terminate the tenancy.
95. Taking the Respondent's conduct solely into account would have led the tribunal to make an award of an RRO of 65%, however the tribunal takes into account the fact that this was the Respondent's only rental property and that he sought, however poorly, to have the property managed by a professional. It therefore reduces the award to 60%.

96. The tribunal does not reduce the amount of the award further because of the Respondent's allegations of poor conduct by the Applicants. There appears to be no justification for the accusations of stealing mail from the property. The tribunal notes that the police report was not filed until 26th April 2026 and the alleged offence was apparently committed in 2023 – 24. Other people had access to the communal hall.
97. The tribunal notes that the deposit protection service undertook a thorough investigation of the Applicants' responsibilities for the poor conditions and made only a minor deduction from the deposit of £50 which was in addition to the deduction that the tenants had already agreed of £200. Therefore, no deduction is made for the Respondent's allegation that the Applicants' failed to maintain the property.
98. The tribunal also notes that the Respondent stated in an email dated 21st May 2024 that he was very happy with the tenants
99. It has determined not to reduce the amount of the RRO because of the financial circumstances of the Respondent. The Respondent has not provided evidence of his income or his assets despite the need for this being made very clear in the directions.
100. At this stage the tribunal considers that a RRO of 60% of the maximum RRO is appropriate and does not consider that any further deductions or increases should be made.
101. In the light of the above determinations the tribunal also orders the respondent to reimburse the Applicants' application fee and hearing fee.

Name: Judge H Carr

Date: 11 September 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix 1

Date Evidence Location

26/08/16 R registered as owner of property 85A

15/10/17 Start of tenancy (cl 4 TA) 75A

2020 Kashif Ahmad assumed management of property Para 2, 42R

May 2020 Birth of R's first child Para 3, 38R

October 2021 Birth of R's second child Para 3, 38R

05/10/22 Double glazing quotation 2-7R

November

2022 – April

2023 R unemployed Para 4, 38R

02/05/23 Gas safety record 12R

25/07/23 Medical letter re Mrs Shama Ahmad 13R

21/06/24 Medical letter re R 15R

07/10/24 Medical letter re R 16-7R

10/03/25 Email A to Ealing; Reply Ealing to A 62A 63A

16/03/25? Email from Ealing to R Email from R to Ealing; 19-20R 19R

17/03/25 Email from Ealing to R saying case will be closed 18R

17/04/[25?] Email from Ealing to A re licensing 67A

24/04/25 Date of cover letter to s.21 notice 97A

27/04/25 Date of application, and its receipt by Tribunal 10A; 15A

01/05/25 R to Ealing 23-4R

12/05/25 Chaser R to Ealing 22-3R

15/05/25 Ealing to R 21R

27/05/25 Ealing to A emailing inspection report 70A

09/07/25 FTT to R requesting tenancy agreement 18A

17/07/25 Confirmation of receipt of application fee 13A

22/05/25 Date of inspection by Ealing – unsatisfactory, priority: discretionary 71A

25/07/25 Date of FTT directions (sent 29/07/25) by Judge Tildesley 28A; 26A

01/08/25 A to R confirming he will give access for reinstatement only 26R

05/08/25 R to A noting A has refused access for works A to R saying he did not agree access for EPC or gas safety inspections A's response to the FTT request 25-6R 25R 31A

11/08/25 Deadline of unless order per directions 25/07/25 29A

12/08/25 Listing questionnaire and directions sent out by FTT to A; Directions by Judge Martynski, including list of issues 34A and 40A 46A, 52A

05/09/25 A's listing questionnaire 54A

23/09/25 Deadline for A's bundle Date of A's w/s 48A 95A

09/10/25 R to A asking for access 27R

10/10/25 A to R asking for any council request for access 27R

04/11/25 Deadline for R's bundle 49A

24/11/25 R's witness statement Kashif Ahmad's witness statement 37-41R 42-3R

25/11/25 Deadline for reply 50A