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

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| **Case Reference** | **:** | **HAV/00MS/HMF/2025/0636** |
| **Property** | **:** | **55 Church Lane, Southampton SO17 1SY** |
| **Applicants** | **:** | **(1) SUDAN JIANG**<br>**(2) SIYU WANG**<br>**(3) ZIRU WANG** |
| **Respondent** | **:** | **LEANNE ROSS** |
| **Type of Application** | **:** | **RRO** |
| **Tribunal Members** | **:** | **Judge Dovar**<br>**Mr Crawford** |
| **Date and venue of Hearing** | **:** | **2nd September 2026, Havant** |
| **Date of Decision** | **:** | **7th September 2026** |

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**DECISION**

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1. This application, dated 24th November 2025, is for a Rent Repayment Order ('RRO') under s.41 of the Housing and Planning Act 2016 ('the Act'). The Applicants seeks payment of £8,400 being the rent paid for their occupancy of the Property between September and November 2024.

2. Attempts were made to serve the application on the Respondent at the email address given by her on the tenancy agreement. However, that email bounced. The Tribunal has therefore posted the application, directions and other correspondence to her at the address given on the tenancy agreement. The Applicants considered that the email address on the tenancy agreement contained a typo and so they emailed the application directly, that did not bounce, but they did not receive any response. The Tribunal is satisfied that by sending correspondence to the address given as the address of the landlord on the tenancy agreement that the Respondent has been notified of these proceedings.

3. The Respondent has wholly failed to engage in these proceedings.

**Background**

4. The Applicants viewed the property in August 2024 and were told by the Respondent that it would be let with new beds and furniture and that cleaning and repair works would be carried out before they moved in.

5. The tenancy agreement provided has the Respondent as landlord, with both a property and an email address (the property address is the

address to which the Tribunal has sent notices and correspondence to her). It provides for 3 double rooms, with bills inclusive to include weekly cleaner, WiFi and all utilities. It is said to commence on 30th August 2024 and continue for four months at a rent of £700 per month (per person – i.e. for each applicant) in advance, with a deposit of 4 months rent in advance.

6. Before moving in, the Respondent required the full 4 months rent in advance. The Applicants paid that in instalments. Between 9th and 12th of August, they each paid £1,000 and then on 14th August they each paid another £1,000.

7. They were due to take up residence at the end of August, but the property was not ready. The Applicants where then forced to pay for alternative accommodation which the Respondent said she would deduct from their rent, to the sum of £250. In fact they paid £219 for their accommodation for one night, but could not afford a second and so found temporary student accommodation.

8. On moving in in early September, there was a mattress missing, which again they paid for (£800) and which the Respondent said would be taken as rent. They then paid the balance of the rent in advance, £1,350 on 2nd September.

9. On 9th September 2024, a fourth person moved into the property and a fifth on 14th September. The Applicants had not been told that others would be moving in; there was only one bathroom and the living room

was used as a bedroom and a storage room used to accommodate another of the occupants.

10. They reported a number of issues with the property. For the first week the bathroom did not function. Windows were broken and there were no curtains for a period of time. There was no heating and so they were generally cold. There were no table or chairs and only some old furniture. They raised numerous complaints, but they went unheeded. Despite that they complained that there were often workmen doing work in the property (but not the items they had requested), and so they had little privacy.

11. They did however have the benefit of utilities including wifi after two weeks, but contrary to the lease terms, no cleaner attended.

12. On 2nd November 2024, the Respondent told the Applicants that as they had not passed their reference checks, if they did not pay further sums in advance of rent, their tenancy would be terminated on 30th November 2024. The Applicants were not prepared to accept this as they had agreed a monthly tenancy, having paid four months in advance. The Respondent and her agent then became aggressive in correspondence and refused to let them stay until the end of December, but insisted they move out by 30th November 2024.

13. When the Applicants asked to move out on 30th December as per their tenancy agreement, the Respondent's agent, Jade Turner, messaged

> 'No as explained you HAVE NOT PASSED referencing !! ...

*We have had you a week to decide! You are not a uk citizen so don't pass referencing like Leanne explained to you. (you are from overseas) we will come and check you all out the property 30th November! …*

*Like we discussed Monday I needed the advance rent by Friday (yesterday) for you to hold the property and stay !.*

*If the payments are not today I will sign contracts with new tenants…*

14. On 28th November, the Respondent arranged a viewing without prior notice to the Applicants and entered their rooms when they were not present. When the Applicants raised a concern about this, the response from Jade Turner was

*'She told you yesterday if you look above in the previous chat !! You only need 24hrs notice to enter a house on a HMO single room occupancy SO CHECK BRITISH LAW please …'*

15. On 30th November 2024, the Applicants vacated. Despite attempting to obtain the return of the sums owed to them, the Respondent did not respond to their messages.

16. On 11th May 2025, Southampton City Council confirmed by email that the property was not subject to an HMO licence for the period 30th August to 30 November 2024.

**Relevant Offences**

17. Section 41 of the Act provides that a tenant may apply for a RRO against a landlord who has committed one of the offences specified in s.40, and the application must be based on a prescribed offence which was committed within the period of 12 months ending with the day on which the application was made (s.41(2)(b)).

18. In this case therefore the offence in question must have occurred in the 12 months leading up to the date of the application, which was 24th November 2025; i.e. in the 12 months from 25th November 2024. The Tribunal was satisfied the application was made in time because, for the reasons set out below, the period of the alleged offences continued until 30th November 2024.

19. In this case the relevant offences relied upon are:

    a. a failure to licence the Property as an HMO when there was a requirement on a person in control of or managing the HMO, or on a landlord of a tenant in occupation of the HMO, to do so (s.72(1) of the Housing Act 2004);

    b. Unlawful eviction or harassment of occupiers under ss.1(2), (3) or (3A) of the Protection from Eviction Act 1977.

20. The Applicants also relied on a number of other issues they had with the property, however, they do not form a basis for making an Order, but can be taken into account when determining that if an Order should be made, how much should be awarded.

21. We are mindful that although an RRO is a civil penalty it is based on criminal offences and so we need to be satisfied that each alleged offence is made out beyond reasonable doubt, as specifically prescribed by s.43 of the Act.

22. We are satisfied that as from 14th September 2024 an offence was made out under s.72(1) of the Housing Act 2024 in that the property was let out to 5 people without an HMO Licence. When the number of occupants reached 5, and those occupants formed to two or more separate households, this property required licencing as it fell within the description set out under article 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018. This offence continued at least with respect to the Applicants until 30th November 2024, when they moved out.

23. We are also satisfied that contrary to s.1(2) and (3A) of the Protection from Eviction Act 1977, that:

    a. The Respondent deprived and attempted to deprive the Applicants of their occupation of the premises. We consider that the correspondence and messages, which were increasingly aggressive in tone, were the cause of the Applicants leaving, when they wished to remain, at the very least until the end of December which would correlate to the rent they had paid;

    b. The same conduct also amounts to acts likely to interfere with the peace and comfort of the Applicants and that the Respondent knew that that would lead to their departure. As

well as the aggressive correspondence, arranging for unannounced viewings was another act which contributed to this offence.

24. We consider that both the 1977 Act offences were committed in a period of time from 2nd to 30th November 2024.

**Should an order be made**

25. The evidence presented and the impact that it had on the Applicants leaves us in no doubt that an order should be made.

**Amount of Penalty**

*Relevant Periods*

26. In relation to the HMO offence, an order can cover a period not exceeding 12 months during which the landlord was committing the offence (s.44 of the Act). The offence was committed from 14th September, when the fifth occupant moved in. The rent paid in respect of that period was the entirety of the rent, less the two weeks from 30th August to 13th September; i.e. at £700 per month per person, that would equate to a reduction of £350 per person off the total rent paid.

27. In relation to the unlawful eviction offences, an order can cover a period of 12 months ending on the date of the offence (s.44). The last date of the offences under this Act was 30th November 2024 and so the order can cover periods for which rent was paid for the entirety of the tenancy; i.e. the full £700 per month per person for four months, being £2,800 per Applicant.

*Amount*

28. Firstly some credit must be given for the fact that the monthly rent included utilities (and for the most part Wifi), but not cleaning, as that did not occur. Taking a broad approach to such a deduction we consider that £100 per month per person is appropriate; so the total amount, net of this deduction, is £2,400 per person.

29. Secondly, in terms of the nature of the offences, we make the following observations.

30. An HMO offence is not in itself necessarily high on the list of relevant offences for an RRO, however in this case it was serious given that it entailed the deprivation of the Applicants of not just the store room, but also the living room. This is exacerbated by the misleading reliance on HMO legislation by the Respondent's agent, as set out above.

31. The unlawful eviction offence is a much more serious one and whilst there was no physical removal of the Applicants, there was clear pressure put on them to leave early. It is also exacerbated by the fact that: the Applicants had paid rent to the end of December; the tenancy agreement was to that period; the Housing Act 1988 provided that in fact the minimum fixed term was 6 months.

32. Thirdly, s.44 also directs us to take into account a number of factors, being the conduct of the parties, the financial circumstances of the landlord and any previous relevant convictions of the landlord.

33. The conduct described above is bad. We would put it in the mid to high category of conduct by a landlord.

34. In relation to the more general matters relating to the tenancy, we have taken the following into account. From prior to the commencement of the tenancy the Applicants were being misled. They were unable to occupy on the day the tenancy commenced. They were without a functioning bathroom for a week. They faced significant issues with the property throughout and the emotional impact was clear from the submissions made to Tribunal at the hearing. They were forced to try and find alternative accommodation at short notice. The Respondent has failed to engage in these proceedings and cut off communications with the Applicants after they left. We have no information on her financial situation other than the Applicants said she had an expensive looking car, a van and owned other properties. We have no record of any other relevant convictions.

35. Taking those matters into account we make an order in the sum of £1,920, for each Applicant, representing 80% of the sum of £2,400 that each paid in respect of rent in the relevant periods, making allowance for utilities.

36. Given the outcome we also order the repayment of the application and hearing fee, £341 in total.

37. These sums are to be paid by 5pm 21st September 2026.

## Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk .

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.