



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

Case Reference	: HAV/29UN/HMF/2026/0002
Property	: 84 Bartholomew Square, Horfield, Bristol, BS7 0QB
Applicants	: Sian Hampson Michaela Cottage Philippa Dando
Representative	: Mr Isaac Acharya, Justice for Tenants
Respondent	: Ben Sturnham
Representative	: None
Type of Application	: Application for rent repayment orders made by tenants pursuant to sections 40 to 45 of the Housing and Planning Act 2016
Tribunal members	: District Judge Pain, sitting as a Judge of the First-tier Tribunal (Property Chamber) Jayam Dalal
Date of Hearing	: 27 August 2026
Date of Decision	: 7 September 2026

DECISION

Summary of the Decision

1. **The Tribunal makes the following rent repayment orders pursuant to sections 40 to 45 of the Housing and Planning Act 2016:**
 - (a) **the Respondent shall pay to the First Applicant, Ms Sian Hampson, the sum of £3,360 within 28 days, being 70% of the rent paid by her during the relevant period;**
 - (b) **the Respondent shall pay to the Second Applicant, Ms Michaela Cottage, the sum of £3,840 within 28 days, being 80% of the rent paid by her during the relevant period; and**
 - (c) **the Respondent shall pay to the Third Applicant, Ms Philippa Dando, the sum of £2,471.45 within 28 days, being (rounded) 80% of the rent paid by her during the relevant period.**
2. **The Tribunal also makes an order for the re-imbursement of the Applicants' fees, in the sum of £341, pursuant to rule 13(2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, to be paid within 28 days.**

The application

3. On 20 January 2026, the Tribunal received an application under section 41 of the Housing and Planning Act 2016 ('the 2016 Act') from the Applicants, each seeking a rent repayment order ('an RRO') against the Respondent on the grounds that the Respondent was guilty of an offence under section 72(1) of the Housing Act 2004 ('the 2004 Act'), namely being a person managing or in control of a house in multiple occupation ('an HMO') that ought to have had an HMO licence in accordance with an additional licensing designation made by Bristol City Council ('the Council'), but did not.
4. The amounts claimed by the Applicants are as follows:
 - Sian Hampson - £4,800, for the period 1 January 2024 to 31 December 2024
 - Michaela Cottage - £4,800, for the period 1 January 2024 to 31 December 2024
 - Philippa Dando - £3,089.31, for the period 1 June 2024 to 22 January 2025
5. The Applicants also apply for reimbursement of the application fee of £114 and the hearing fee of £227, pursuant to rule 13(2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the Tribunal Rules').

6. A Legal Officer issued directions to the parties on 10 June 2026. Those directions included directions for the filing of all relevant evidence and for the preparation of the bundle ahead of a 3-hour hearing.

Background

7. The Applicants state that they were each a tenant of individual bedrooms within a property known as 84 Bartholomew Square, Horfield, Bristol, BS7 0QB ('the Property'), with shared use of the common parts. The Property is a 3-storey, 4-bedroom terraced property, constructed in around 2004.
8. The First Applicant, (Ms Sian Hampson, hereafter 'the First Applicant') states that she was in occupation from 1 April 2019 until a date in October 2025; the Second Applicant (Ms Michaela Cottage, hereafter 'the Second Applicant') states that she was in occupation from 1 November 2020 until a date in October 2025; and the Third Applicant (Ms Philippa Dando, hereafter 'the Third Applicant') states that she was in occupation from 10 May 2024 until 1 April 2025. Two other individuals, who are not applicants, are said to have occupied rooms within the Property at times during this period; and from June 2025, one of the bedrooms with the Property was occupied by the Respondent.
9. None of these tenancies was the subject of any written tenancy agreement. As one tenant left the Property, another was recruited, often with the assistance of the departing tenant, and informal arrangements were then made for the payment of rent to the Respondent.

The Law

10. Section 40(1) of the 2016 confers a power on the Tribunal to make a rent repayment order ('an RRO'). Section 40(2) defines such an order as one that requires the landlord under a tenancy of housing to repay an amount of rent paid by the tenant.
11. The power to make an RRO only arises where the Tribunal is satisfied – to the criminal standard (that is, beyond reasonable doubt) – that a landlord has committed one of the offences set out in section 40(3) of the 2016 Act: section 43(1) of the 2016 Act.
12. Prior to its amendment by section 98(2)(a) of the Renters' Rights Act 2025, section 40(3) listed 7 offences, including being a person having control of, or managing, an HMO which is required to be licensed but is not so licensed, contrary to section 72(1) of the 2004 Act. That section provides that:

A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part... but is not so licensed.

However, it is a defence to such an offence if an application for an HMO licence has been made and remains effective (section 72(4)(b) of the

2004 Act) or if the defendant has a reasonable excuse (section 72(5) of the 2004 Act). The defendant has the burden of proving any such defence, but the standard of proof is the civil standard (that is, the balance of probabilities).

13. Section 41 of the 2016 Act provides that an application for an RRO may only be made by a tenant where the offence relates to housing that, at the time of the offence, was let to the tenant and was committed in the period of 12 months ending with the day on which the application was made.
14. If the Tribunal decides to make an RRO in favour of a tenant, it must go on to determine the amount of that order. In the case of an offence of controlling or managing an unlicensed HMO, the amount must:
 - (1) relate to the rent paid by the tenant in respect of a period – not exceeding 12 months – during which the landlord was committing the offence (section 44(2) of the 2016 Act); and
 - (2) not exceed the rent paid for that period less any relevant award of universal credit paid to any person in respect of rent under that tenancy (section 44(3) of the 2016 Act).
15. In some circumstances (which do not apply in this case) the amount awarded by the Tribunal must be the maximum amount. Otherwise, the Tribunal has a discretion as to that amount. Section 44(4) of the 2016 Act provides that, when determining the amount of the RRO, the Tribunal must, in particular, take into account:
 - (1) the conduct of the landlord and of the tenant;
 - (2) the financial circumstances of the landlord; and
 - (3) whether the landlord has, at any time, been convicted of an offence listed in section 40(3) of the 2016 Act.
16. Guidance on how the Tribunal should determine the appropriate award was set out by the Upper Tribunal in *Acheampong v Roman* [2022] UKUT 239. In summary, the Tribunal should:
 - (1) ascertain the whole of the rent for the relevant period;
 - (2) subtract any element of that sum that represents payment for utilities that only benefitted the tenant;
 - (3) consider how serious the offence was and what proportion of the rent, after deductions, is a fair reflection of the seriousness of the offence; and
 - (4) consider whether any deduction from, or addition to, that figure should be made in light of the other factors set out in section 44(4) (see paragraph [14] above).

The seriousness of the offence should be assessed in two stages: first, by considering how serious the type of offence committed by the landlord is when compared to other offences listed in section 40(3) of the 2016 Act; secondly, by considering how serious the offence committed by the landlord is when compared to other offences of the same type.

The hearing

17. The hearing took place remotely by video on 27 August 2026. Each of the three Applicants attended, represented by Mr Acharya of Justice for Tenants. The Respondent, Mr Sturnham, attended in person.
18. The Tribunal considered the bundle filed by the Applicants pursuant to the Tribunal's directions. The bundle contained the Applicants' statements of case, together with witness statements filed by each Applicant, a witness statement of Mr Toporowski, an Environmental Health Officer employed by the Council, and the Respondent's statement of case. Those documents, including any attached documents, ran to 321 pages.
19. Whilst the Tribunal makes it clear that it has read the bundle, the Tribunal does not refer to all the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or documents in this Decision, it should not be assumed that the Tribunal has ignored or left them out of account. Insofar as the Tribunal does refer to specific pages from the bundle in this Decision, the Tribunal does so by numbers in square brackets [], and with reference to PDF bundle page-numbering.
20. The hearing proceeded by hearing the oral evidence of each Applicant, both in chief and in cross-examination by the Respondent, followed by the oral evidence of the Respondent who was cross-examined by the Applicant's representative. Each of the witnesses was also asked questions by the Tribunal. The Tribunal also considered the skeleton argument file on behalf of the Applicants and the authorities referred to therein and heard the oral submissions of the Applicants' representative and from the Respondent. In particular, the Applicants invited the Tribunal to make RROs for 90% of the rent paid by each Applicant during the relevant period, while the Respondent contended that, if made, any RRO should be as low as possible.
21. This Decision seeks to focus on the key issues. The omission to therefore refer to or make findings about every statement or document mentioned is not a tacit acknowledgement of the accuracy or truth of statements made or documents received.

Assessment of witnesses

22. The Tribunal considers that each of the Applicants sought to provide their best recollection and understanding of the issues material to the application. Their oral evidence was clear, and their answers focused on the questions asked. The Tribunal also notes that the First Applicant, who provided the most detailed written evidence, answered questions openly and, on occasions, in terms that amounted to concessions. The Tribunal found the Applicants to be credible witnesses.

23. The Respondent gave his evidence firmly and demonstratively; on occasions, the Tribunal was required to remind him to focus on answering questions rather than using the question as an opportunity to state his position more broadly. The Tribunal also considers that his evidence contained a number of weaknesses. First, his written evidence included statements about some factual matters that conflicted with one another. Secondly, his written evidence also contained a number of assertions (particularly, as to the point in time at which he became aware of a material fact) that, on considering the documentary evidence, including the Respondent's own emails, the Tribunal is unable to accept as the Respondent's honest account. Thirdly, when presented with the apparent contradictions between those assertions and the relevant documents, the Respondent often chose to give explanations for those contradictions that lacked credibility. In the circumstances, the Tribunal considers that these factors should lead us to being cautious when considering the weight to be placed on the Respondent's evidence generally.
24. Having set out these assessments, the Tribunal nevertheless notes that, in reaching any factual findings on disputed accounts, it must also consider any the documentary evidence available and the inherent probabilities of any particular account.

The Issues

25. It is common ground that:
- (1) the Council introduced additional licensing of HMOs for the area in which the Property is situated on 6 April 2022;
 - (2) the Respondent applied for an HMO licence in respect of the Property on 23 January 2025;
 - (3) the Applicants' application was sent to the Tribunal on 20 January 2026;
 - (4) each of the Applicants had been a tenant at the Property for periods when the Property was required to be licensed but was not; and
 - (5) the Respondent was the immediate landlord of the Applicants.
26. As such, it is not disputed that the Applicants are entitled to make an application for an RRO and that their application was made within the period referred to in section 41 of the 2016 Act (see paragraph [13] above), and the Tribunal, accordingly, makes those findings.
27. The remaining issues for the Tribunal to determine can, therefore, be summarised as follows:
- (1) whether the Property falls within the definition of an HMO that was subject to an additional licensing designation made by the Council;
 - (2) whether the Respondent has, without reasonable excuse, committed an offence by failing to have an HMO licence when the Property was required to be licensed;
 - (3) if so, whether rent repayment orders should be made; and

(4) if so, the amount of any such orders.

28. The Tribunal sets out below its findings in respect of each of these issues, having referred to the material parts of the parties' evidence and submissions on each issue.

Determination

Issue 1: Did the Property fall within the definition of an HMO that was subject to an additional licensing designation made by the Council?

29. It is not contended that the Property was subject to mandatory licensing under section 254 of the 2004 Act; rather, it is agreed that the Council had designated the area in which the Property was situated as an area of additional HMO licensing, effective from 6 April 2026. That designation extended the need for an HMO licence to all properties rented to 3 or more people from 2 or more households that shared one or more basis amenities [40].
30. The Property contains 4 bedrooms and, except for any short periods before a replacement tenant of any bedroom was found, was occupied by 4 people; and the Tribunal has not been told of any periods when the Property was occupied by fewer than 3 people.
31. Although, as referred to below, the Respondent spent a considerable period of time, prior to his application for an HMO licence on 23 January 2025, disputing that the Property was required to be licensed under the above additional licensing designation, and put considerable efforts into seeking to persuade the existing tenants to enter into a single written tenancy agreement of the Property that, he hoped, would show that the occupants should be considered to be a single household, he has not, at this hearing, disputed that the Property did fall within the additional licensing designation made by the Council, effective from 6 April 2022.
32. The Tribunal is, in any event, satisfied to the criminal standard, for the reasons set out above, that the Property was within the area to which the additional licensing designation applied, and that the Property falls within the terms of that designation. From 6 April 2022, the Property was an HMO that required an HMO licence under the Council's additional licence designation.

Issue 2: Has the Respondent, without reasonable excuse, committed an offence by failing to have an HMO licence when one was required?

33. As noted above, the Respondent has not, at this hearing, disputed that the Property required an HMO licence and that he did not apply for such a licence until 23 January 2025. The Respondent also does not dispute that he was, at all material times, both the beneficial owner of the Property and the person who received rent paid by the occupiers of the Property.

34. In any event, the Tribunal is satisfied, to the criminal standard, that, between 6 April 2022 and 16 September 2025, the date of the grant of the Respondent's HMO licence [209], the Property required, but did not have, an HMO licence. In addition, the Tribunal is also satisfied, to the same standard, that the Respondent, as the beneficial owner and recipient of all rents, was a person who had control of and/or was managing the Property for the purposes of section 72(1) of the 2004 Act.
35. The Tribunal is, however, satisfied that the Respondent has proved, on the balance of probabilities, that he has the benefit of the defence set out in section 72(4)(b) of the 2004 Act, so that no offence was committed from the date on which his application for an HMO licence was made on 23 January 2025.
36. The Respondent has not sought to rely on, or to establish at this hearing that he had, any reasonable excuse for not holding an HMO licence during the period to which the Applicants' application relates. Nevertheless, as the Tribunal is required to consider whether a defence of reasonable excuse has been made out even if that issue is not raised by the respondent (see *Thurrock Council v Palm View Estates* [2021] EWCA Civ 1871), it sets out its findings in respect of the Respondent's explanation for managing or controlling unlicensed premises below, and determines whether he has shown, on the balance of probabilities, that he had a reasonable excuse.
37. The Respondent originally sought to explain his management or control of unlicensed premises on the basis that he had not been aware of the need to obtain an HMO licence for the Property until the Council's Private Housing Team communicated with him directly in October 2024.
38. However, for the reasons set out below, the Tribunal finds that the Respondent was informed in writing of the Council's additional licensing designation and of the potential relevance to the Property prior to the introduction of that scheme. The Tribunal further finds, for the reasons set out below, that, contrary to the Respondent's oral evidence, he was aware of the contents and relevance of such documents at the time they were sent to him; indeed, such an understanding was the basis on which he both set out his opposition to the Council's contention that the Property needed to be licensed and tried to take steps to take the Property outside of the additional licensing regime. In addition, while the Respondent also sought, in his oral evidence, to rely on the impact of the Covid pandemic, and the liquidation of the letting agency on which he had relied prior to that point, the Tribunal is not satisfied that either the Covid pandemic, while it presented a variety of significant challenges to society and individuals alike, or the closure of the letting agency, provides any credible explanation for the Respondent's continued management or control of the Property without a licence after April 2022.
39. As such, the Tribunal is not satisfied that the Respondent has proved, on the balance of probabilities, that he had a reasonable excuse for

managing or controlling unlicensed premises for the purposes of section 44(5) of the 2016 Act.

40. Accordingly, the Tribunal is also satisfied, beyond reasonable doubt, that the Respondent committed an offence contrary to section 72(1) of the 2004 Act from 6 April 2022 until his application for an HMO licence on 23 January 2025.

Issue 3: Should a RRO be made in favour of the Applicants?

41. As noted above, where the grounds for making an RRO are made out, the Tribunal nevertheless retains a discretion as to whether such an order should be made.
42. The Tribunal notes that, where it has found that an offence listed in section 40(3) of the 2016 Act has been committed, it would be an exceptional course to decide not to make an RRO: *Wilson v Campbell* [2019] UKUT 363. In any event, for the reasons set out below and, in particular, in respect of the seriousness of the offence and the conduct of the Respondent, the Tribunal determines that it should exercise its discretion to make RROs in favour of each of the Applicants.

Issue 4: The Amount of the RROs in respect of each Applicant

43. As noted above, consideration of the amount of any RRO requires the Tribunal to assess each of the following matters:
- (1) the rent paid by each Applicant for the relevant period;
 - (2) whether any sum should be deducted from the rent paid on the basis that it was for something that benefitted only the tenant;
 - (3) the relative seriousness of an offence under section 72(1) of the 2004 Act, when compared to other offences listed in section 40(3) of the 2016 Act,
 - (4) the relative seriousness of this particular offence, when compared to other offences under section 72(1) of the 2004 Act;
 - (5) what proportion of the rent paid (after any deductions under (2) above) is fair?
 - (6) should any adjustment to that proportion be made on account of:
 - (a) the conduct of the landlord,
 - (b) the conduct of the tenant(s),
 - (c) the financial circumstances of the landlord, and
 - (d) any convictions of the landlord for an offence set out in section 40(3) of the 2016 Act.

The rent paid by each Applicant for the relevant period

44. The First and Second Applicant state that they paid £4,800 during the relevant period. As the relevant period for each of them is 12 months, this reflects payments of £400 each month. The Third Applicant is also stated to have paid £400 each month, although the relevant period in her case

is a shorter period, leaving a total amount of rent paid during that period stated to be £3,089.00. None of those sums were paid by housing benefit or the housing element of universal credit.

45. Although the Respondent does not accept that the rent was £400 per month (stating that it was £425 for each Applicant), he does not dispute that the sums set out at paragraph 44 above were paid by the Applicants during the relevant periods set out.
46. Accordingly, the Tribunal is satisfied that the sums paid by the Applicants are those set out at paragraph 44 above.

Any deductions for part of the rent

47. The Tribunal is satisfied that no sums should be deducted from the rent paid to account for sums benefitting only the Applicants. The Respondent was clear in his evidence that the rent payments were exclusive of all other bills and utilities. And while the Respondent has, as noted below, placed importance of the Applicants' failure to pay council tax in respect of the Property after the Council stated that the landlord of an HMO is statutorily liable for council tax, and attempted to persuade the Applicants to agree to an increase in rent to reflect his own, newfound liability for council tax, it is clear that the rent being paid by the Applicants did not include any amount in respect of utilities or other bills (including council tax) that only benefitted the Applicants.

The comparative seriousness of an offence under section 72(1) of the 2004 Act when compared to other offences in section 40(3) of the 2016 Act

48. The comparative seriousness of offences set out in section 40(3) of the 2016 Act has been the subject to consideration by the Upper Tribunal. In *Newell v Abbott & Okrojek* [2024] UKUT 181 (LC), the Upper Tribunal referred (at [38]) to previous Tribunal guidance handed down in *Acheampong* and in *Hallet v Parker* [2022] UKUT 165 (LC) noting that, in a list of housing offences which includes the use of violence to secure entry, unlawful eviction and failure to comply with an improvement notice, a licensing offence is relatively of lesser seriousness. In *Daff v Gyalui* [2023] UKUT 134 (LC) (at [48] and [49]), the Deputy Chamber President attempted to rank the housing offences by reference to their general seriousness. Judge Martin Rodger KC referred to the offence of controlling or managing an unlicensed HMO as, "generally of a less serious type. That can be seen by the penalties prescribed for those offences which in each case involve a fine rather than a custodial sentence."
49. The Tribunal accepts and applies the above guidance.

The comparative seriousness of this offence, when compared to other offences contrary to section 72(1) of the 2004 Act

50. While the period of rent repayments under an RRO is limited to a maximum period of 12 months, the seriousness of the offence committed by the Respondent takes account of the whole period during which the offence was committed: that is, a period of 2 years and 8 months, from 6 April 2022 until 22 January 2025.

51. In his written evidence, the Respondent stated that he had been “completely unaware” of the additional licensing designation in April 2022, and that no attempt had been made by the Council’s HMO licensing team to contact him directly until 11 October 2024 as, “letters were being sent to my wrong residential address.” And while he also referred to the Council having contacted him “during one of the lockdowns” he explained in his oral evidence that this had related to who was required to pay council tax in respect of the Property.

52. In cross-examination, the Respondent was taken to several documents:

(1) A WhatsApp message to the Respondent [305], dated 12 January 2022, that appended a photograph of a letter written by the Council, dated 23 December 2021, and addressed to the “residents” at the Property. That letter stated that HMOs in Horfield would require a licence from 6 April 2022, and stated that,

An HMO is a rented property where three or more persons who are not related, occupy the accommodation and share some facilities such as a bathroom and or kitchen

and that,

It is a legal requirement for landlords to make a licence application for each property that they let in the area that needs a licence. Failure to do so could result in enforcement action and prosecution. Landlords can also be ordered to pay back up to 12 months’ rent if they don’t apply for a licence when they are required to do so.

(2) A letter sent by the Council to the Respondent at this London residential address, dated 23 January 2023 [315], stated (retaining the original emphasis) that:

Checks of a number of records, including Council Tax and Housing Benefits indicated that the above property is privately rented and is required to be licensed.

A licence application form must be submitted, together with any supporting documentation... within 28 days of this letter.

... If the property is not required to be licensed... please contact us so we can update our records.

- (3) A further letter, sent by the Council to the same address, dated 21 February 2023 [316], noted that a valid property licence application had not been received. The letter stated that an application needed to be submitted within 14 days, set out a range of penalties, including rent repayment orders, that might be imposed in respect of unlicensed premises, and noted that, if a valid application was not received, further checks may lead to a decision to seek one or more of those penalties.
53. In response, the Respondent denied that the statement he had made in his written evidence about his knowledge of the additional licensing was incorrect. He said letters don't always get through or get read – 80% of letters coming through, he said, are “junk”. Nothing, he said, had been sent to his email address prior to October 2024, and he was never telephoned about the issue. He said the Council had sent him, “a couple of letters that he had missed at the time.” He was, he explained, dealing with the pandemic, tenants in rent arrears, work, and emails from the Council about council tax.
54. As referred to further below, the First Applicant's written evidence also exhibits email exchanges between the Respondent and the tenants during the early part of 2024 in which the Respondent proposed that the tenants should sign a joint tenancy agreement at a higher rent. In the Respondent's email, dated 14 January 2024, he notes that:
- The council are trying to say/enforce that the property is an HMO I am fighting that to say that the property has never been an HMO/student let but is a professional let and I am not responsible for council tax/nor is it factored into the rent that anyone has paid.
- The tenants' email in response, dated 19 January 2024, stated that, “... it is [the Council] who are classing the property as an HMO.” The email continued:
- We have informed you about the multiple letters received here in the post addressed to yourself and also about the two visits from the Council's Licensing Team in 2023. They fully inspected the property during both of these visits and classed the property as an HMO. We did pass all this information onto you.
55. The Tribunal finds that the Respondent's written evidence [187, para 22] that he first heard from the Council's HMO licensing team is October 2024 as letters were being sent to the wrong residential address for him is false. The letters dated 23 January 2023, and 21 February 2023 were sent by the Council to the Respondent's residential address in London and expressly referred to the need to licence the Property. And the tenants had sent a copy of the letter they had received from the Council by WhatsApp on 12 January 2022 to the Respondent.
56. The Tribunal does not accept the Respondent's oral evidence that these communications had either not been received or not read by him. As a person who refers to his own professional position, his contention that he

would ignore letters sent to his residential address on the basis that 80% of letters are “junk”, that he would not have read letters forwarded to him from his tenants by WhatsApp, or that such failings (occurring in respect of documents sent between January 2022 and February 2023) were caused by the Covid pandemic, carries little or no credibility.

57. Accordingly, the Tribunal finds that the Respondent was aware of the proposed licensing scheme prior to its introduction in April 2022. It also finds that the Respondent’s continued operation or management of the Property without the necessary licence for a period of 2 years and 8 months, adding to the seriousness of the offence.
58. In his closing submissions, the representative for the Applicant noted that the Applicants may not be able to show that the Respondent deliberately decided not to licence the Property. However, as noted above, the Tribunal is satisfied that the Respondent was aware of the need to licence the Property from April 2022 and took no steps to do so until the beginning of 2025. Further, the Tribunal also finds that the Respondent did not simply ignore the issue for the whole of that period. As noted above, the Respondent told the tenants that he did not consider the Property was an HMO, and, as referred to hereafter, he tried to persuade the tenants to enter into a joint tenancy agreement for the entire Property that, he hoped, would show that it was not occupied by people from separate households. The Tribunal finds that the Respondent decided not to apply for an HMO licence but instead to try to take steps to take the Property outside the Council’s additional licensing regime. In the Tribunal’s assessment, that again adds to the seriousness of the offence.
59. The Tribunal also determines that the seriousness of the offence is increased by the condition of the Property at the time that it remained unlicensed. The Applicants contend that the water pressure at the property was poor and that the water heater was corroded and leaking, relying on a photograph of the water heater taken in April 2025 [179]. However, in his written evidence, the Respondent states that the only work required in January 2025 to obtain an HMO licence was, “an electric board upgrade from plastic to metal, 2 power sockets in the kitchen and two downlighters.” However, later in the same witness statement, the Respondent refers to the Council having identified the need for replacement or additional fire alarms and that he had “cooperated with that process.” That process, the documents show, involved the Council instructing the local fire brigade to install the correct alarms at the Property. It is also notable that the gas safety certificate relating to an inspection in January 2022 recorded that the smoke alarms had not been working on inspection. Indeed, the Respondent accepted that the smoke alarms had not been changed since he acquired the Property in 2004, and the Applicants relied on a photograph taken in May 2025 showing a smoke alarm that stated it should be replaced by April 2015 [293]. The Tribunal also notes that the Respondent accepts that he had removed the kitchen door at the Property to create “more of an open-plan feel.” In so far as any dispute

remains as to the condition of the Property during the unlicensed period, the Tribunal prefers and accepts the evidence of the Applicants.

60. The Tribunal also accepts the Applicants' evidence that the Respondent failed to either produce, or given to the tenants at the Property, many of the documents required by regulations referred to in the Applicants' statement of case that are relevant to the safety of premises. In particular, the only gas safety certificates produced by the Respondent are for January 2022 and January 2025; and the Respondent has failed to produce either an electrical condition report or an energy performance certificate dated prior to January 2025.
61. The Tribunal rejects the Respondent's oral evidence that all relevant documentation was in place while the Property was managed by a local letting agency that went into liquidation in 2020, and that he had been unable to salvage any documents from that time: the Respondent has produced no evidence of any efforts made to recover those documents either at the time that the agency went out of business or thereafter. And given that the Respondent conceded in oral evidence that he was "accountable for core administrative errors" during a period when he was seeking to run matters "informally" it is more likely than not that no such checks were carried out during the period that he was in charge. The Tribunal also rejects the Respondent's oral evidence, lacking any documentary support, that any gaps that existed were the result of the Covid pandemic, difficulty finding contractors, or obstructive tenants.
62. In his oral evidence the Respondent re-stated that, at the time of the offence, he had owned his own property in London, the Property and another buy-to-let property; comments made in emails to the tenants that he owned "several buy to let properties" were, he said, just bluster. In any event, no documentary evidence has been produced to show that more than two buy-to-lets were held by the Respondent at this time. Nevertheless, while the Tribunal does not find that the Respondent should be considered to be a commercial landlord, his ownership does indicate that his knowledge of the requirements imposed on landlords might be expected to be greater than that possessed by a landlord of a single property.
63. Taking all the above matters together, the Tribunal considers that the offence is significantly more serious than other offences contrary to section 72(1) of the 2004 Act.

What proportion of the rent paid should be repaid? What would be fair?

64. The Applicants submit, in their skeleton argument, that the starting point in respect of an offence contrary to section 72(1) of the 2004 Act is 50 to 60%, referring to the Upper Tribunal decisions in the cases of *Newell v Abbott* [2024] UKUT 181 (LC) and *Guinard v Jurevicius* [2026] UKUT 226. In the former case, relating to a property that had been unlicensed for a period of several years but without any relevant conduct on either side, the Upper Tribunal determined that the appropriate

proportion was 60%; the Upper Tribunal also noted (at [62]) that had the offence been committed for a much shorter period, the penalty would have been equal to 50% of the rent. In the latter case, the Upper Tribunal noted (at [43]), in a case relating to a property that had been unlicensed for over 3 years, and where the Tribunal had rejected the applicant's evidence as to the condition of the property, that the repayment of 50% would be "appropriate as a starting point". At the other end of the scale, the Upper Tribunal noted in *Newell* (at [57]) that, "awards of up to 85% or 90% of the rent paid... are not unknown but are not the norm."

65. For the reasons set out above, the Tribunal considers that the offence committed in this case is significantly more serious than other offences of this kind. Taking account of the starting point of 50% for an offence of this duration, the Tribunal considers that an RRO for 65% of the rent paid during the relevant periods would be fair.

Section 44(4) adjustments: the conduct of the Respondent

66. In so far as the conduct of the Respondent relates to his actions in respect of the licensing the Property and in respect of the condition and safety of the premises, those issues have already been considered as part of assessing the seriousness of the offence. There are, however, other matters relied on by the Applicants that the Tribunal considers to be relevant conduct of the Respondent.
67. First, the Respondent failed to comply with other obligations in respect of assured tenancies that do not directly relate to the safety of the premises. In particular, the Tribunal is satisfied that the First Applicant paid a deposit to the Respondent: he confirmed the need for a £400 deposit in a text message sent to her at the time that she moved in. There is no evidence that the Respondent took any steps to protect that deposit as required by the section 213 of the 2004 Act. Further, the Tribunal accepts the Applicants' evidence that the Respondent failed to provide to the Applicants at any stage with a copy of the current edition of the How to Rent booklet, as required by section 39 of the Deregulation Act 2015.
68. Secondly, the Tribunal accepts the Applicants' evidence in respect of the repair to the garden fence. In his written evidence, the Respondent expressed his regret for the delay in dealing with this between February and August 2024. However, the Tribunal does not accept his evidence that this was a result of a significant level of rent arrears at the time. Certainly, no such explanation was provided to the Applicants during the period of delay.
69. Thirdly, and more significantly, the Tribunal finds that, having failed to persuade the tenants to sign up to a written joint tenancy agreement of the whole Property at a higher rent, the Respondent repeatedly emailed the tenants to them to tell them that they had to leave the Property. On 1 December 2024, the Respondent emailed the tenants telling them that they should take his email as, "... formal notice from me to terminate the roll over tenancy agreement. You all have until the end of Jan 2025 (2

months) to fully move out...” Despite the tenants having replied on the same day stating that there were lots of policies that he would need to follow to evict the tenants, the Respondent emailed again on 10 December 2024 stating that he would be continuing with “a section 21 eviction, effective end of February.” And the Respondent emailed again on 17 January 2025 and 3 February 2025 confirming that the tenants would need to move out by the end of February 2025. On the latter date, the Second Applicant emailed the Respondent noting that the tenants were awaiting “the legal and valid section 21”, that the tenants were not obliged to sign a new tenancy agreement, and that there were procedures that needed to be followed if rent was to be increased. He was asked to follow the legal process. On the same day, the Respondent emailed the tenants stating that a failure to move out was likely to lead to the tenants being “blacklisted for future Bristol tenancy agreements.” The Respondent does not contend that section 21 notice was ever served on the tenants.

70. Fourthly, and equally significantly, having warned the tenants in an email, dated 17 January 2025, that he would be moving into the Property to “oversee a light touch refurbishment,” the Respondent moved into one of the then vacant rooms within the Property in June 2025. Possession proceedings brought pursuant to section 8 of the Housing Act 1988 had, it seems, been issued against each of the Applicants in May 2025.
71. In this respect, the Applicants rely on a draft letter from the Council to the Respondent, dated 6 June 2025, copied to the Applicants, setting out the Council’s concerns about the Respondent’s emailed requests for the tenants to vacate, and reminding the Respondent of the appropriate legal process in respect of ending the tenancy and increasing the rent. The letter also noted that, “we have been monitoring the situation to determine if the actions you have taken thus far could be considered harassment as defined in s(1) of the “Protection from Eviction Act 1977”. The letter continued as follows:

I do have concerns that you have decided to now reside at the property while going through an eviction process. Therefore, I would ask you to consider your actions while you reside at the property, that you limit the contact with your tenants and that you do not carry out such actions that could be deemed as harassment. I will be closely monitoring the situation and will be in regular contact with your tenants during the period you reside at the property and based on what has already happened I again request that you be mindful of your actions while at the property. I also would like to note that while you reside at the property that you are still required to afford your tenants with their quiet enjoyment which means you will need to be provide at least 24 hours’ notice when access will be required to the property (from any individual that who is not a tenant), and you would need permission if yourself or anyone else needs to access their personal rooms.

I do not wish for this to go further than this email and this email is intended to give you the opportunity to be mindful of your actions going forward to ensure that criminal action from the council is not taken against you.

72. The Respondent does not accept that his return to the Property was designed to pressure the remaining tenants to leave the Property. In his written evidence, he stated that his return was driven by financial necessity, the cost of his mortgage, rent arrears, council tax arrears, and a wish to be closer to his daughter, who lives in Cheltenham. He stated that he occupied a vacant room and did not enter the Applicants' rooms. He also stated that he believed that the Applicants' decision to secure locks to their rooms in April 2025 was motivated more by their embarrassment at the state and condition of those rooms rather than any anxiety about his impending presence.
73. The Applicants have not relied on a breach of any of the relevant sections of the Protection from Eviction Act 1977 ('the 1977 Act') as referred to in section 40(3) of the 2016 Act. As such, the Respondent has not been invited to address that case. Accordingly, the Tribunal does not make any findings as to whether the Respondent's conduct constitutes such an offence. Nevertheless, it remains clear, for the purposes of section 44(4) of the 2016 Act, that the Respondent has acted in the manner set out above, and that adds significantly to the seriousness of the offence.

Section 44(4) adjustments: the conduct of each Applicant

74. The Respondent relies on a number of matters as being relevant conduct of the Applicants. In his written evidence, he refers to:
- (1) the tenants (including the Applicants) having refused to pay council tax even though the rent was supposed to be exclusive of all bills;
 - (2) the tenants (including the Applicants) refusal to sign a joint tenant agreement that would increase rent to £500 per month and mitigate the Respondent's council tax liability;
 - (3) the Applicants paying £400 per month in rent, instead of the agreed £425 per month.
 - (4) the First Applicant continuing to be £1,760 in arrears of rent (based on a monthly rent of £425);
 - (5) the tenants (including the Applicants) having failed to obtain his prior permission for keeping pets; the pets thereafter having caused or contributed to damage to his carpets, furnishings and doors;
 - (6) the condition of the Property on vacant possession being given required more than £9,500 to be spent on cleaning and repairs; and
 - (7) the First and Second Applicants having stolen his furniture and other belongings from the Property on leaving the premises.
75. As noted above, the rent payments made by the Applicants to the Respondent did not include any payment attributable to council tax. While the Applicants and other tenants may have paid council tax prior to April 2022, the Tribunal is not satisfied that there was any contractual requirement for them to do so. As such, following the Property's designation as an HMO, the Council determined that the landlord, rather than the tenants, were liable to pay council tax. The Tribunal does not find that Applicants' failure to pay council tax thereafter is relevant conduct of the purposes of section 44(4) of the 2016 Act.

76. The Tribunal also does not consider that the failure of the tenants (including the Applicants) to sign a written tenancy agreement in October 2024 constitutes relevant conduct for the purposes of section 44(4) of the 2016 Act. A person occupying premises under an assured tenancy (whether granted orally or otherwise) is not required or compelled to enter into a fresh tenancy at the landlord's request. The tenant may decide to do so, perhaps knowing that, if they do not, their refusal may encourage the landlord to take the necessary legal steps to bring their tenancy to an end. But they retain that choice, and benefit from the statutory protections from unlawful eviction set out in the 1977 Act. So far as the Respondent's further contention that the tenants had agreed to do so orally in February 2024, the Tribunal notes that the Respondent does not contend that any agreement to enter into further tenancy would be binding on the tenants. In any event, the Tribunal prefers the Applicants' evidence that the Respondent had been told that the Applicants wished to take advice before signing any such agreement.
77. As to the rent payable by the Second and Third Applicant under their oral tenancies, the Tribunal prefers and accepts their evidence that the sum payable was £400. In particular, the Tribunal notes that the Second Applicants' bank statements from June 2024 to April 2025 show regular payments of £400. The Tribunal also accepts her further evidence that although she had some arrears, she cleared those arrears by making larger payments and, on 6 May 2025 (after a possession claim based on rent arrears had been issued in the county court), a payment of £2,250. In addition, the Tribunal notes that, in his email of 22 January 2024 to the First Applicant, copied to the other tenants, the Respondent had referred to rent being £400. Accordingly, the Tribunal finds that neither the Second nor Third Applicant was regularly underpaying her rent by £25 per month as alleged by the Respondent.
78. The Tribunal does accept, however, that the First Applicant is in a different position. On being taken to the Respondent's rent arrears schedule for her [196 to 197], the First Applicant noted that she had initially paid £425 per month. In examination in chief, she stated that she had continued to do so until discovering that everyone else in the house was only paying £400 per month; the tenant who had recruited her and told her that the rent was £425 per month, had, she contended, been told by the Respondent that he could keep his own rent at £400 per month if the new recruit agreed to pay £425 per month. She also confirmed, when asked by the Tribunal, that there had been no conversations or agreement with her landlord in relation to changing the monthly rent from £425 to £400 per month. This was a decision she took by herself. Instead, she relies upon the Respondent's failure to object when she started, and continued, to pay £400 per month from August 2022. The Tribunal finds that the First Applicant's rent at the Property was £425 per month and that there was no variation of that obligation either expressly or, because of the Respondent's failure to object earlier, by conduct.

79. The Tribunal is not, however, satisfied that the First Applicant's arrears are as set out by the Respondent in his schedule. First, the Tribunal accepts the First Applicant's oral evidence that the schedule fails to record a payment of £425 made by her in August 2020. Secondly, the Tribunal also accepts her evidence that she had paid about £595 in respect of maintenance which the Respondent had agreed could be deducted from her rent. Accordingly, the Tribunal finds that the Respondent, on her departure, was in arrears of rent in the sum of about £750.
80. The decision of the Upper Tribunal in *Yi v Hobbs* [2024] UKUT 155 (LC) confirmed (at [19]) that the rent arrears accrued outside the relevant period was relevant to the tenant's conduct for the purposes of section 44(4) of the 2016 Act. The Upper Tribunal also noted (at [23]) that, the Tribunal has a discretion to reduce the RRO by less than the amount of any such arrears but should provide an explanation for doing so. Here, the Tribunal determines that the adjustment to be made in respect of the arrears should not, on account of the conduct of the Respondent, extend to the full amount of the arrears as found.
81. As to the Applicants' pets, the Tribunal notes that, in the absence of any written tenancy agreement setting out such a requirement, the Respondent's permission was not required before pets were kept at the Property.
82. The Respondent relies, in support of his contention that the Applicants and/or pets caused damage to the Property, on a document prepared by the contractor employed by him to re-decorate the Property following the departure of the First and Second Applicants from the Property. The undated document refers to the re-decoration costs being,

... significantly higher than a standard re-decoration due to the extensive level of damage, deterioration, and disrepair observed throughout the property, which went well beyond fair wear and tear and what would be expected in an executive rental home.

The document also referred to:

... extensive pet-related damage to woodwork throughout the property, including scratching and deterioration to skirting boards, door frames, and other timber surfaces.

... widespread damage to walls in all accessible areas, including the front room, hallway, communal areas, and bedrooms, requiring significant preparation prior to re-decoration

... numerous fixings to walls caused by hanging lights, pictures, shelving, plant pots, and similar installations...

The Tribunal notes that this document is not in the form of a witness statement, supported by a statement of truth, and the circumstances in which the decorator was asked to write this document is not made clear.

On its face, it appears to be provided as an explanation as to why the decorator's quotation was higher than might otherwise have been expected.

83. The Respondent has also appended a series of photographs to his written evidence. No dates have been provided for these photographs; however, given that the Respondent contends that the Property when vacated by the remaining tenants was almost stripped of his furniture (see below), it seems clear that the images were taken prior to that point and when the Respondent was living at the Property. The Tribunal finds that the photographs show: cluttered but sometimes untidy rooms, including animal hutches stacked in one corner of the living room; locks having been attached to bedroom doors and door frames; and a significant number of holes drilled into walls, largely for the purposes of hanging items or erecting shelving. The photographs also show a dirty fridge-freezer and extractor fan in the bathroom; and a significant amount of rubbish appears to have been left outside the front of the house and in the garden.
84. In cross-examination, the First Applicant stated that there were 3 cats living in the Property and a 10-foot hamster hutch in the living room. She said that while another tenant had installed a cat flap without seeking the Respondent's permission, the First Applicant had, before leaving, arranged to remove the cat flap and replace the glass in the door. She accepted that the cats had scratched the Respondent's sofa but noted that it had been pretty old when she moved into the Property in 2019. And when asked about the condition of the Property at the end of her tenancy, she stated that the Property had already been in a poor condition when she moved in. She also questioned the independence of the decorator's document.
85. The Tribunal notes that the Applicants' occupation of the Property was not subject to any written tenancy agreement. As such, the Applicants will only be bound by covenants implied either by statute or at common law. In particular, the Applicants' oral tenancies will be subject to a common law duty to use the premises in a tenant-like manner. As formulated by Denning LJ in *Warren v Keen* [1954] 1 QB 15, a tenant must take proper care of the place (including doing "the little jobs around the place which a reasonable tenant would do"), must not damage the premises wilfully or negligently, and must see that his family or guests do not damage it; and if such damage is done, he must repair it. However, "if the house falls into disrepair through fair wear and tear or lapse of time, or for any reason not caused by him, then the tenant is not liable to repair it."
86. The Tribunal is satisfied that the condition of the Property upon possession being yielded up to the Respondent was, in some respects, poor, and that the condition of the walls would constitute a breach of the common law duty to use the premises in a tenant-like manner. However, while the Respondent notes that the Property was fully decorated in 2017, there is no report of the condition of the Property at the point that

each of the tenants moved in. It is not possible, in most instances, to conclude that the condition complained of by the Respondent has been caused since the First Applicant moved into the Property in 2019, or whether any of the damage to the Property caused thereafter is attributable to any particular tenant, or indeed any of the Applicants.

87. The exception is the installation of locks on the bedroom doors, which the First and Second Applicants accept they installed. However, in this respect, the Tribunal prefers the evidence of the First and Second Applicants that the locks were installed in response to the Respondent's return to the Property in June 2025. Given the circumstances of the Respondent's return, as referred to above, the Tribunal does not find that the installation of the locks, even if constituting actionable damage to the Property, is something that should be held against the First and Second Applicants for the purposes of section 44(4) of the 2016 Act.
88. In any event, the Tribunal also notes that while the Respondent contends that he spent £9,500 on redecoration and his decorator states that the damage went well beyond fair wear and tear, the Respondent has not produced an invoice for this work, or a breakdown of the total cost. As such, the Tribunal is unable to establish the additional costs incurred because of any damage caused by the Applicants. The Tribunal also observes that, as the Respondent was intending to bring the troubled history of the Property as an HMO to an end by making the Property his home, it is likely that his requirements exceeded what might have been done if the Property was to be re-tenanted; and as noted above, there is no implied obligation on the Applicants to keep the Property in repair.
89. In his written evidence, the Respondent states that, having been asked by the First and Second Applicants to be absent on the weekend they intended to move out, he returned to the Property to find some of his fittings and most of the furniture with which he had furnished the Property had been removed. He listed the missing furniture: two king-sized beds with mattresses, two mattresses, one set of drawers, two wardrobes, a coffee table, a TV stand, and a dining room table with 6 chairs. Fitted curtains within the front room has also been removed. The Respondent also stated that he had reported this theft to the police.
90. In cross-examination, the First Applicant denied that she had stolen these items on leaving the Property. She noted that there had been no inventory produced by the Respondent at the start of her tenancy; she did not know whether any particular items had been the Respondent's or not; but she did know that she had purchased furniture for her own room, including a bed, mattress and chest of drawers.
91. There is no dispute that items of furniture referred to by the Respondent were not present when he returned after the First and Second Applicants had left. The Respondent's evidence is that these items belonged to him. However, the Tribunal is not satisfied that the Respondent has discharged the burden of proving, on the balance of probabilities, that the First and/or Second Applicant stole items belonging to him. First,

while the Respondent contends that an inventory was produced by his letting agent when the Property was first let, he has not provided that, or any subsequent inventory, in evidence. Secondly, he has not produced any documentary evidence in support of his contention that these items had been purchased by him. Finally, for the reasons set out at paragraph [22] above, the Tribunal does not place weight on this evidence of the Respondent when it is not supported by other such evidence.

Section 44(4) adjustments: the financial circumstances of the Respondent

92. The Respondent states that his letting of the Property during this period has imposed significant financial strains on him. He refers to the costs of the mortgage, insurance, and council tax. He also refers to the financial costs that have resulted from these and other litigation (that is, the section 8 claim, and a tenancy deposit claim made against him) are substantial. He says the debts arising out of his letting of the Property are “potentially approaching £50,000”.
93. The Respondent’s witness statement does not, however, set out his broader financial position: it says nothing about his financial resources, including income from his employment as a partner in a London-based firm. When asked about his income by the Tribunal, he was initially reluctant to provide any details; however, he subsequently confirmed that his monthly take-home pay is about £8,500.
94. The Tribunal determines that, in the absence of fuller evidence of the Respondent’s financial circumstances, including his income, assets, and other outgoings, it is unable to conclude that his financial circumstances require any adjustment to be made to the quantum of any RRO made in these proceedings.

Section 44(4) adjustments: convictions for offences under section 40(3)

95. In his written evidence, the Respondent states that he has been fined £5,582 by the Council for what he describes as “late licencing” of the Property. In his oral evidence, he stated that he has appealed against that financial penalty to the Tribunal and those proceedings are ongoing.
96. The Tribunal has not been provided with any further details of the financial penalty imposed or about the Respondent’s appeal against that financial penalty. However, it also notes that section 40(3) of the 2016 Act refers to whether the landlord has, “at any time been convicted” of an offence listed under section 40(3). The financial penalty is not such a conviction.
97. For completeness, the Tribunal also notes that a financial penalty imposed by a local authority on a landlord in respect of an unlicensed HMO should not generally reduce, or be deducted from, any RRO made in respect of the same failings of the landlord: see *Vadamalayan v Stewart and others* [2020] UKUT 0183 (LC) at [18] and [43].

Section 44(4) adjustments: conclusion

98. The Tribunal concludes that the conduct of the Respondent, as set out above, is such as to merit an upward adjustment to the proportion of rent that should be repaid under any RRO.
99. The Tribunal also concludes that, the conduct of the Applicants does not merit any adjustment to the proportion of rent that should be repaid under any RRO, save that the First Applicant's unilateral decision to reduce her rental payments to the Respondent, and the resulting arrears at the time of her departure (some £750) should reduce the proportion of her rent that should be repaid to her under an RRO. For the reasons set out above, the deduction does not amount to the total arrears.
100. Taking these adjustments together, the Tribunal concludes that the appropriate proportion of rent that should be repaid should be increased from the 65% referred to in paragraph 85, above, as follows: the proportion of rent that should be repaid to the Second and Third Applicants is 80%; the appropriate proportion of rent that should be repaid to the First Applicant is 70%.

Decision

101. The Tribunal determines that it should make rent repayment orders in the following terms:
 - (1) as to the First Applicant, the Respondent shall pay the sum of £3,360 (being 70% of the rent paid by her during the relevant period);
 - (2) as to the Second Applicant, the Respondent shall pay the sum of £3,840 (being 80% of the rent paid by her during the relevant period); and
 - (3) as to the Third Applicant, the Respondent shall pay the sum of £2,471.45 (being 80% of the rent paid by her during the relevant period).
102. These sums shall be paid by the Respondent within 28 days of the date on which this decision is sent to him.

Fees

103. The Tribunal further considers that, as the Applicants have succeeded in their applications, the Respondent should reimburse the fees paid by the Applicants to the Tribunal, pursuant to rule 13(2) of the Tribunal Rules, also to be paid within 28 days.

Rights of appeal

1. 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 to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. 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.

3. 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.

4. 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.