



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference : MAN/00CJ/HMF/2025/0653

Property : 49, Manor House Road, Newcastle upon Tyne, NE2 2LY

Applicants : (1) Aislinn Mary Grace Malliagh
(2) Benjamin Brown

Representative : Aislinn Mary Grace Malliagh

Respondent : (1) Syeda Habiba Ahmed
(2) Amberin Ahmed
(3) Harvey Quinn Estate Agents

Representative : Mr Inman on behalf of Elmwoods Law & Mediation (for Respondents (1) and (2) only)

Type of Application : Housing and Planning Act 2016 – section 41(1)

Judge : Tribunal Judge J James-Stadden
Tribunal Member I Jefferson

Date of Decision : 08 September 2026

DECISION

Decision of the Tribunal

- (1) The Tribunal makes the following rent repayment orders against the First Respondent only:
 - a. to the First Applicant, the sum of £756.92; and
 - b. to the Second Applicant, the sum of £756.92.
- (2) The claims against the Second and Third Respondents are dismissed.
- (3) The First Respondent is ordered also to reimburse the Applicants' court fees of £341.00.
- (4) Each of the aforesaid sums is payable by the First Respondent in full within 28 days of the date upon which this Decision is issued to the parties.

The Applications

1. These proceedings arise from an application made on 11 October 2025 (but erroneously dated 11 October 2026) in respect of a property situate at and known as 49, Manor House Road, Newcastle upon Tyne, NE2 2LY ("the Property").
2. The Applicants occupied individual rooms at the Property pursuant to the terms of a joint assured shorthold tenancy agreement dated 14 July 2025, further details of which are given below, together with 2 other joint tenants, who are not parties to the application.
3. By this application, the Applicants seek rent repayment orders in relation to their tenancy of the Property on the ground that it was, at the material time, a house in multiple occupation ("an HMO") which required a licence in order to be operated as such and that no such licence was in place in breach of section 72(1) of the Housing Act 2004.
4. The Applicants have named 3 Respondents to the application. The First Respondent is the registered legal owner of the Property, the Second Respondent is her daughter, and the Third Respondent acted as managing agent for the tenancy of the Property for the period in issue in these proceedings.
5. By email dated 04 November 2025, the First Applicant emailed the Tribunal enclosing an email from the Second Applicant authorising her to act as his representative in these proceedings.
6. Directions were issued by the Tribunal on 05 May 2026.
7. Pursuant to the directions, the First Applicant submitted a bundle to the Tribunal on 11 June 2026. The First and Second Respondents thereafter submitted their bundle of documents to the Tribunal on 08 July 2026, followed by notice of an additional legal point which was filed on 12 July 2026, and to which the Applicants did not object. The Applicants then filed

a reply on 22 July 2026. The Third Respondent filed and served its response to the application on 25 August 2026, which was out of time, but to which no objection was raised.

8. On 23 July 2026, the Tribunal gave notice to the parties that the proceedings would be heard at an in person hearing at North Tyneside Magistrates Court commencing at 10am on 08 September 2026.
9. That hearing was attended by Mr Inman, instructed by Elmwoods Law and Mediation, solicitors, to represent the First and Second Respondents. Mr Inman was accompanied by Mr Anwar Ahmed, the First Respondent's son and witness in the proceedings on her behalf, his evidence (bearing a statement of truth) being comprised in the bundle filed by the First and Second Respondents. Mr Mobushar Ikram appeared in person on behalf of the Third Respondent.
10. Mr Inman provided the Tribunal with a skeleton argument at the outset of the hearing, which the Tribunal took time to consider before the hearing commenced.

Preliminary Matters

11. On 02 September 2026, the Tribunal received an email from the First Applicant's father stating that there would be no representative at the hearing unless the First Applicant "could join from New Zealand on a zoom call or something similar". The Tribunal's allocated case officer responded confirming that a formal application would need to be made to give evidence remotely from abroad. The relevant form was provided.
12. In response, on 05 September 2026, the First Applicant indicated an intention to make an application to be heard remotely but stated also that, should that not be successful, she was content for the application to proceed regardless.
13. As at the time of the hearing on 08 September 2026, the Tribunal had received no application from the First Applicant to be heard remotely. Noting that the First Applicant was content for matters to proceed in her absence nonetheless, and no objection being raised on behalf of the Respondents, the Tribunal determined to do so, based on the documents filed. These included (on behalf of the Applicants) a document headed "Housing Tribunal Application" together with supporting documents, together with an expanded statement of reasons and a detailed witness statement by the First Applicant.
14. In making its determination, the Tribunal was mindful that notice of the hearing had been given on 23 July 2026 and also of the requirement to give effect to the overriding objective of dealing with matters fairly and justly, including dealing with a case proportionately to the importance of the case, the complexity of the issues and the anticipated costs and resources of the parties and of the Tribunal (rule 3, Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013).

15. Mr Inman, on behalf of the First and Second Respondent, did object to the Tribunal considering the Second Applicant's application, and invited the Tribunal to strike that out.
16. Whilst Mr Inman accepted that the First Applicant could represent the Second Applicant in the proceedings, he argued that she could not make his application for him, and drew the Tribunal's attention to the following:
 - a. the Second Applicant was not in attendance at the hearing;
 - b. the documents filed on behalf of the Applicants contain no signed application, statement of case nor any witness statement supported by a statement of truth from the Second Applicant himself;
 - c. the Second Applicant had not signed the Expanded Statement of Reasons within the Applicants' bundle.
17. Pursuant to the terms of the tenancy agreement dated 14 July 2025, all 4 tenants of the Property were joint tenants, and thus had joint and several liability for the obligations within it, including the rent. The Second Applicant is a named party to the application and the proceedings, and provided confirmation, in his email dated 04 November 2025, that he was content for the First Applicant to represent him in the proceedings, as co-tenant. The Applicants' bundle, filed with the Tribunal under cover of a letter dated 10 June 2026, was expressed to be filed "on behalf of the Applicants".
18. The proceedings thus concern the jointly presented claim of 2 joint tenants, and on that basis the Tribunal determines that it is able to consider the Second Applicant's claim together with that of the First Applicant.

The Evidence

19. In addition to the documentary evidence contained in the bundles filed on behalf of the Applicants and the Respondents, the Tribunal heard oral evidence at the hearing on 08 September 2026 from both Mr Ahmed on behalf of the First and Second Respondents and Mr Ikram on behalf of the Third Respondent.
20. The evidence as a whole is summarised below.
21. The Property is a 4 bedroomed terraced house. It was let to the Applicants and 2 others, all of whom were unrelated and in separate households, pursuant to a joint assured shorthold tenancy agreement dated 14 July 2025 granted by the First Respondent, as landlord (and registered legal owner, as shown by office copy entries produced by both the First Applicant and the First and Second Respondent), for a fixed term from 16 July 2025 to 26 July 2026, at a rent of £2166.67 per month, payable in advance on 16th of each month.
22. The tenancy agreement states at clause 7 that the tenants are responsible for the payment of all services and utilities.

23. As noted above, the application for a rent repayment order was made on 11 October 2025.
24. It is not disputed that at the time of the commencement of the tenancy on 16 July 2025:
 - i. the Property was an HMO; and
 - ii. the Property required a licence in order to be operated as an HMO, due to Newcastle City Council's Additional HMO Licensing Scheme.
25. It is clear from the evidence that, as a matter of fact, no HMO licence was in place at the time that the tenancy commenced on 16 July 2025.
26. It is not disputed that an application for the relevant licence was submitted, and paid for, on 07 October 2025.
27. Accordingly, in her Reply dated 14 July 2026, the First Applicant confirms that the claim for rent repayment orders "relates to the period 16 July 2025 to 07 October 2025, being the date on which a fresh HMO licence application was submitted".
28. Mr Anwar has filed a witness statement dated 01 July 2026, together with a bundle of documents, on behalf of the First and Second Respondent, his mother and sister. He states that his mother cannot read or write English and is not fluent in it and, accordingly, relies upon her managing agents and family in commercial matters. He confirms that he himself is familiar with the matters which are the subject of the proceedings, and this is corroborated by many of the documents that he has filed, which show him dealing with the issues at hand. As to the Second Respondent, Mr Anwar confirmed at the hearing that she lives in Saudi Arabia and has no involvement with the Property at all. He accordingly did not know why she had been made a party to the proceedings.
29. In essence, Mr Anwar states that the fact that the Property was not licenced at the relevant time was due to issues with the Council's online application portal and to the Council failing to correct those issues.
30. Mr Anwar says that he made an application for a licence on behalf of the First Respondent on 07 July 2022. Subsequently, the Council indicated that that application might be rejected, due to issues with the chosen managing agents. He accordingly addressed that issue, notified the Council and received an email dated 27 January 2023 from Hannah Butt at the Council stating that the licence would "be issued for the full term". Mr Anwar says that he believed that to mean that a 5 year licence would be granted, to expire in July 2027.
31. Following the commencement of the tenancy on 16 July 2025, Mr Anwar checked the Council's portal again. He has produced a printout of the portal dated 22 July 2025 which shows that the licence application received on 07

July 2022 had been submitted. The heading to the printout states “There is nothing you need to do at this time”. Mr Anwar states that he relied upon this as meaning that the licence application made in July 2022 was being processed.

32. In fact, as the Council later confirmed by email dated 17 October 2025, the change to the agents’ information had not been put onto its system, such that the application was showing, internally, as ‘draft refusal’, despite showing as ‘submitted’ when checked by Mr Anwar.
33. In the meantime, the First Applicant states that she had been in contact with the Council herself. She states that there were issues with the condition of the Property, including damp, mould, cracked windows, poor ventilation, cleanliness issues, damaged fixtures and holes in skirting boards. She says that she raised these with the managing agent on 11 August 2025, but that she received no satisfactory response, and so sought assistance from the Council, which confirmed that it would conduct an inspection. It was the Council that informed her that the Property required a licence.
34. On 01 October 2025, the Council wrote to the First Respondent notifying her that the Property required a licence and that none was in place. Having been so notified, Mr Anwar arranged for the application to be made, and this was done on 07 October 2025.
35. Mr Anwar subsequently contacted the Council to query what had happened with the 2022 licence application, and it was in response to these queries that he was told that the Council had not issued that licence “partly due to an oversight on [its] side” in failing to transfer the information regarding the managing agents to its system.
36. Mr Anwar states that it was due to these issues that he was led to believe that a licence was in fact in place. He denies that any offence was committed but states that, if it was, there was a reasonable excuse for it.
37. The First Applicant challenges these contentions in her Reply. In particular, she emphasises that the 2022 licence application was made pursuant to a licensing scheme which was in operation from 06 April 2020 to 04 April 2025, and that a new scheme commenced on 05 April 2025, until 05 April 2030. She argues that the 2022 application would not have been effective for the purposes of this later scheme, adding that the information given in that licence application would in any event have been out of date and inaccurate by the time that the later scheme commenced.
38. In evidence, Mr Anwar emphasised that the only information he had available to him in July 2025 was that showing on the portal, which said that the licence application had been submitted and there was nothing for him to do, together with the email correspondence from Hannah Butt in 2023 stating that a licence would be granted for the full term. He also said that, had the portal shown anything to suggest that the application had been rejected, he would have made a new application.

39. Mr Anwar also accepted, however, that, as a matter of fact, there was no licence in place under the scheme that commenced in 2025 between April 2025 and October 2025, and that the responsibility for obtaining a licence was ultimately the First Respondent's, as landlord.
40. In terms of rental payments made, it is not disputed that the Applicants each paid £541.60 per month for the period in question. It was also confirmed in evidence, by both Mr Anwar and Mr Ikram, that all rental payments collected by the Third Respondent were paid to the First Respondent and that the Third Respondent's role was limited to that of managing the Property, once it had been let, and to collecting the rent on behalf of the First Respondent.
41. The Applicants' evidence confirms that they were not in receipt of Universal Credit or Housing Benefit and this was not disputed.
42. As noted above, it is the Applicants' position that the condition of the Property was poor. The Applicants' bundle contains the First Applicant's initial letter of complaint dated 11 August 2025, sent to the Third Respondent as well as screenshots of WhatsApp messages that were sent. Photographs are also provided showing various items of complaint, including cracked windows, holes in skirting boards, mould on windowsills, dirty carpets and rubbish in the rear yard. The Applicants also filed evidence confirming that, following an application to the PRS in respect of disrepair, a default decision was made against the Third Respondent in favour of the First Applicant on 09 January 2026.
43. On 08 October 2025, following an inspection on 06 October 2025, the Council issued a 'Schedule of Work' required at the Property in order to rectify identified breaches of Part 1 of the Housing Act 2004. Mr Anwar has provided copies of the invoices raised in respect of those works which he commissioned and, on 27 November 2025, the Council confirmed that the Property was in compliance.
44. In evidence, Mr Anwar also maintained that many of the issues raised by the Applicants were not in fact present. He stated that there was no evidence of damp, emphasising that none was found by the Council during its inspection, that it was possible for the largest window in every room to be opened and that the heating system was fully operational, although the tenants had not known how to use it and had not asked for help to do so.
45. Mr Anwar further stated that many of the issues raised by the Applicants were the result of the tenants failing adequately to heat and ventilate the Property, and drying clothes on radiators, which resulted in condensation.
46. He stated that, in order to address this, he had trickle vents installed and provided dehumidifiers, although not required to do so, in order to maintain the condition of the Property. He further stated that the handwritten list of issues provided by the Second Applicant at the beginning of the tenancy were dealt with swiftly, but accepted that the Third Respondent was not always available to the tenants due to personal reasons

and understood that this had caused frustration. He stressed that the tenants had access to his contact details at all times, and had in fact used them.

47. Neither of the Applicants attended the hearing in order to give further evidence on these matters nor to be asked questions about them by the Respondents or the Tribunal.
48. Mr Anwar gave evidence to the Tribunal that the Property is the First Respondent's only HMO and that she owns only one other property, a flat which is not an HMO and is her former home (she now lives with Mr Anwar and his family). She has no previous convictions.

The Law

49. Section 72 of the Housing Act 2004 states (so far as is relevant):

Offences in relation to licensing of HMOs

(1) 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 (see section 61(1)) but is not so licensed.

(2) A person commits an offence if—

- (a) he is a person having control of or managing an HMO which is licensed under this Part,
- (b) he knowingly permits another person to occupy the house, and
- (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3) A person commits an offence if—

- (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
- (b) he fails to comply with any condition of the licence.

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—

- (a) a notification had been duly given in respect of the house under section 62(1), or
- (b) an application for a licence had been duly made in respect of the house under section 63, and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

- (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
- (b) for permitting the person to occupy the house, or
- (c) for failing to comply with the condition, as the case may be.

...

(8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either—

(a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or

(b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.

(9) The conditions are—

(a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or

(b) that an appeal has been brought against the authority’s decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.

(10) In subsection (9) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority’s decision (with or without variation).

50. Section 73 of the Housing Act 2004 states (so far as is relevant):

(1) For the purposes of this section an HMO is an “unlicensed HMO” if—

(a) it is required to be licensed under this Part but is not so licensed, and

(b) neither of the conditions in subsection (2) is satisfied.

(2) The conditions are—

(a) that a notification has been duly given in respect of the HMO under section 62(1) and that notification is still effective (as defined by section 72(8));

(b) that an application for a licence has been duly made in respect of the HMO under section 63 and that application is still effective (as so defined).

51. The Housing and Planning Act 2016 states:

Section 40 Introduction and key definitions

(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

(a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.

(3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	<i>Act</i>	<i>Section</i>	<i>General description of offence</i>
1	Criminal Law Act 1977	s.6(1)	violence for securing entry
2	Protection from Eviction Act 1977	s.1(2), (3) or (3A)	unlawful eviction or harassment of occupiers
3	Housing Act 2004	s.30(1)	failure to comply with improvement notice
4	Housing Act 2004	s.32(1)	failure to comply with prohibition order etc.
5	Housing Act 2004	s.72(1)	control or management of unlicensed HMO
6	Housing Act 2004	s.95(1)	control or management of unlicensed house
7	Housing and Planning Act 2016	s.21	breach of banning order

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that 5 section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
- (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

(3) A local housing authority may apply for a rent repayment order only if—

- (a) the offence relates to housing in the authority's area, and
- (b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 43 Making of rent repayment order

(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).

(2) A rent repayment order under this section may be made only on an application under section 41.

(3) The amount of a rent repayment order under this section is to be determined in accordance with—

- (a) section 44 (where the application is made by a tenant);
- (b) section 45 (where the application is made by a local housing authority);
- (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed	the amount must relate to rent paid by the tenant in respect of
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

- (a) the rent paid in respect of that period, less
- (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

- (a) the conduct of the landlord and the tenant,
- (b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

52. In determining the quantum of any rent repayment order, the Tribunal should apply a four stage test: (1) ascertain the whole rent for the relevant period; (2) subtract any element of that sum representing payment for utilities that only benefit the tenant; (3) consider seriousness, and (4) consider deductions or additions as per section 44(4) (*Acheampong v Roman* [2022] UKUT 239 (LC)).

Determination

53. It is not disputed that:
- a. the Property was, at the material times, an HMO and that it required a licence in order to be operated as such;
 - b. the Property was without an HMO licence when the Applicant's tenancy commenced on 16 July 2025;
 - c. the application for a licence under the applicable scheme, being the scheme that commenced in April 2025, was not made until 07 October 2025.
54. It was submitted by Mr Inman on behalf of the First and Second Respondents, as set out in the skeleton argument filed on their behalf, that no offence had in fact been committed by reason of the following:
- a. a licence application had been made in 2022;
 - b. that application had not been withdrawn by the First Respondent, was still showing on the Council's portal as "submitted", and that portal stated that there was nothing further for the First Respondent to do;
 - c. the application had not been determined by the Council;
 - d. accordingly, the licence application made in July 2022 remained effective pursuant to s.72(8) of the 2004 Act;
 - e. that being so, s.73(2)(b) of the 2004 Act is satisfied, an application had been made, it remained effective, and the Property was not, therefore, an unlicensed HMO between July and October 2025 pursuant to s.73 of the 2004 Act.
55. This, however, ignores the fact that the application made in 2022 was for a licence required by the Council's Additional HMO Licensing Scheme that was in operation between 05 April 2020 and 04 April 2025. It was not an application for a licence under the Council's subsequent scheme, that came into effect on 05 April 2025.
56. Thus, even had the application made in 2022 been granted, that licence would not have extended beyond 04 April 2025, and a new application would have been required pursuant to the terms of the new scheme that came into effect on 05 April 2025.
57. That being so, there was no extant application for the required licence i.e. the licence required by the scheme that commenced in April 2025, at the

time that the Applicants' tenancy started on 16 July 2025, and no such application was made until 07 October 2025.

58. Accordingly, the Property was an unlicensed HMO from 16 July 2025 until 07 October 2025 and the Tribunal is satisfied, beyond a reasonable doubt, that an offence was committed under section 72(1) of the Housing Act 2004 for that period in relation to housing which, at the time of the offences, was let to the Applicants.
59. It was alternatively submitted by Mr Inman on behalf of the First Respondent that the First Respondent had a reasonable excuse for allowing the Property to be, and to remain, unlicensed at the material times by reason of the following:
 - a. the Council's online portal showed the application that had been made in July 2022 as "submitted", and also expressly stated that there was nothing further that needed to be done when it was checked by Mr Anwar in July 2025;
 - b. Hannah Butt of the Council emailed Mr Anwar on 27 January 2023 stating that the licence would "be issued for the full term";
 - c. Mr Anwar (and therefore the First Respondent) understood this to mean that the licence would be granted for 5 years, and would not expire before 2027;
 - d. none of the managing agents that had been employed by the First Respondent had suggested that the outstanding 2022 licence application might not be sufficient in 2025;
 - e. on checking the status of the 2022 application, there was nothing to flag that a new scheme was in place and that a new application was required;
 - f. the Council admitted, by email dated 20 October 2025 from Colette Cassley, that the failure to issue the licence applied for in 2022 "was partly due to an oversight" by the Council.
60. These matters fail to address the fact, however, that a new Additional HMO Licencing Scheme had come into effect on 05 April 2025, and that the First Respondent had not made an application pursuant to that scheme.
61. The Tribunal finds that Mr Anwar was unaware of the new 2025 scheme, and that the reason that there was no licence in place was his mistaken belief that the 2022 application, whilst pending and once granted, would extend into 2027, which was not in fact the case (and had never in fact been said to him by the Council), together with his failure to remain abreast, and ensure that he was fully aware, of the scheme being operated by the Council in July 2025.
62. Accordingly, the Tribunal finds that there was no reasonable excuse in the circumstances of this case.
63. The Applicants' application for rent repayment orders is dated 11 October 2025. It was accordingly made within 12 months of the offence being committed. Section 41(1)(b) of the Housing and Planning Act 2016 is therefore satisfied, and the Applicants' applications are properly brought.

64. Having found beyond a reasonable doubt that an offence listed in section 40(3) has been committed, the requirements of section 43(1) of the 2016 Act are met and the Tribunal may make a rent repayment order.
65. In this case, the Tribunal considers that it is appropriate to make a rent repayment order on the ground that the Respondent committed a licensing offence. In reaching this decision, the Tribunal is mindful of the statutory objectives of punishing defaulters and deterring future offences.
66. Section 44 of the Housing and Planning Act 2016 permits a rent repayment order to be made for a period, not exceeding 12 months, during which the offence was being committed. It thus permits a rent repayment order to be made for the period of 16 July 2025 to 07 October 2025, inclusive (85 days), which would be a maximum of £1513.85 for each of the Applicants.
67. There is no deduction to be made in respect of payments for utilities which benefitted only the tenants, as utilities were not included as part of the rent paid by the Applicants.
68. In considering the seriousness of the offence, whilst the Tribunal accepts that a failure to licence an HMO is a serious offence, equally it finds that it is not the most serious offence for which a rent repayment order may be made, when considering the list of offences detailed in s.40(3) of the 2016 Act.
69. Furthermore, the Tribunal finds that the evidence shows that Mr Anwar, on behalf of the First Respondent, was aware that licensing obligations existed and intended to have a licence in place, and that he would have done so, but for his mistaken belief that the 2022 licence application was sufficient to achieve this.
70. The Tribunal accepts the Applicants' evidence that there were some issues with the condition of the Property, as evidence by the photographs provided and the Schedule of Works issued by the Council. The Tribunal also accepts, as Mr Anwar himself did in evidence, that there were occasions on which the Third Respondent was not as responsive as he could and should have been, which invariably caused the Applicants some frustration.
71. That said, the Tribunal also notes that the Council did not find any evidence of damp at the Property, despite the Applicants' complaints in this regard, and accepts Mr Anwar's evidence, on behalf of the First Respondent, that those complaints likely resulted from condensation at the Property, which he addressed by arranging for the provision of dehumidifiers and the installation of trickle vents, in addition to fully completing the Schedule of Works.
72. The Tribunal also accepts Mr Anwar's evidence that the First Respondent has no history of previous letting offences or penalty notices.

73. Having regard to all of these matters, the Tribunal determines a level of 50% of the maximum amount payable to be appropriate.
74. The First Respondent has adduced no evidence to suggest that she would experience undue financial hardship as a result of a rent repayment order.
75. Taking that into account, the Tribunal makes no adjustment to the level of 50% determined.
76. There is no evidence that the Second Respondent had any involvement whatsoever in the matters which are the subject of these proceedings. The application against the Second Respondent is thus dismissed.
77. The claim against the Third Respondent is also dismissed, both Mr Anwar and Mr Ikram having confirmed that its role was limited to that of managing the Property and collecting the rent, only, and that all rental payments were paid on to the First Respondent.

Decision

78. The Tribunal makes the following rent repayment orders against the First Respondent only:
 - a. to the First Applicant, the sum of £756.92; and
 - b. to the Second Applicant, the sum of £756.92.
79. The claims against the Second and Third Respondents are dismissed.
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81. Each of the aforesaid sums is payable by the First Respondent in full within 28 days of the date upon which this Decision is issued to the parties.