



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

Case Reference	: HAV/00HB/HSB/2026/0002 HAV/00HB/HMC/2026/0003
Property	: 87 Salcombe Road, Knowle, Bristol, BS4 1AA
Applicants	: Ray Nelmes (1) Bristol City Council (2)
Representative	:
Respondent	: David Hawkins
Representative	:
Type of Application	: Application for Rent Repayment Order Section 41 Housing & Planning Act 2016
Tribunal Members	: Judge N Jutton, Mr C Davies FRICS.
Date and Venue of Hearing	: 17 September 2026 Havant Justice Centre, The Court House, Elmleigh Road, Havant, Hampshire, PO9 2AL - remote hearing
Date of Decision	: 18 September 2026

DECISION

1. **Introduction**

2. The First Applicant, Mr Ray Nelmes, is the tenant of a residential property known as 87 Salcombe Road, Knowle, Bristol, BS4 1AA (the Property). The Respondent, Mr David Hawkins, is the landlord of the Property. The Property is described as semi-detached with front and rear gardens, a living room, kitchen, WC, bathroom and three bedrooms.
3. By an application dated 15 January 2026 the First Applicant seeks a Rent Repayment Order against the Respondent.
4. By an application dated 10 June 2026 the second Applicant, Bristol City Council, also seeks a Rent Repayment Order against the Respondent.
5. Directions made by the Tribunal on 30 June 2026 directed that both applications would be heard together at the same hearing.
6. There was before the Tribunal a paginated electronic bundle of documents prepared by the Second Applicant of 401 pages. It included the Second Applicants application form, Directions made by the Tribunal, the Second Applicants statement of case, a witness statement and exhibits. References to page numbers in this decision, e.g. [10], are references to the page numbers of the bundle of documents. There was also before the Tribunal an unsigned witness statement dated 19 July 2026 and 6 pages of documents described as ‘evidence of payments’ provided by the First Applicant (which were not in the bundle) and a bank statement in his name which had been filed with the application form. There was no statement of case, witness statements or other evidence provided by the Respondent.

7. **The Law**

8. Chapter 4 of the Housing and Planning Act 2016 (the 2016 Act) enables the Tribunal to make a Rent Repayment Order in favour of a tenant or a local housing authority if it is satisfied beyond reasonable doubt that the landlord has committed one or more of certain specified offences during the tenancy.
9. Section 40(1) and (2) provide:

“Introduction and key definitions

- (1) *This chapter confers power on the First-tier Tribunal to make a rent repayment order where an offence to which this Chapter applies has been committed by-*
 - (a) *a landlord under a tenancy of housing in England, or*
 - (b) *any superior landlord in relation to such tenancy.*

- (2) *A rent repayment order is an order requiring the landlord or superior landlord who committed the offence to-*
 - (a) *pay a tenant an amount in respect of rent paid by or on behalf of the tenant (whether the rent was paid to the landlord or superior landlord against whom the order is made, or to another person), 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.”*

10. The specified offences are set out in a table at section 40(3) of the 2016 Act. Those include Section 30(1) of the Housing Act 2004, which provides: ‘Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it’. Subsection 2 provides that in order to comply with an improvement notice the person on whom it was served must in relation each hazard identified in the notice begin and complete any remedial action specified in the notice within the period specified in the notice or if an appeal is brought against the notice and is not withdrawn not later than such date as may be fixed by the Tribunal determining the appeal.

11. Section 30(4) provides that it is a defence that the defendant had a reasonable excuse for failing to comply with the notice.

12. Section 41 of the 2016 Act provides:

- (1) *A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a landlord 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 2 years 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.*

13. Section 42 Provides:

- (1) *Before applying for a rent repayment order a local housing authority must give the landlord notice of intended proceedings.*
- (2) *A notice of intended proceedings must-*
 - (a) *inform the landlord that the authority is proposing to apply for a rent repayment order and explain why,*
 - (b) *state the amount that the authority seeks to recover, and*
 - (c) *invite the landlord to make representations within a period specified in the notice of not less than 28 days (“the notice period”).*

- (3) The authority must consider any representations made during the notice period.*
- (4) The authority must wait until the notice period has ended before applying for a rent repayment order.*
- (5) A notice of intended proceedings may not be given after the end of the period of two years beginning with the date on which the landlord committed the offence to which it relates.*

14. Accordingly, it is for the tenant to prove, to the criminal standard of proof, that the offence or offences alleged had been committed in the period of two years ending with the date of the application, and for the local housing authority to prove, to the criminal standard of proof, that the offence or offences alleged had been committed within a period of two years prior to the date of service of the notice of intended proceedings under section 42.

15. If the Tribunal decides to make a Rent Repayment Order in favour of a tenant the amount is determined in accordance with the provisions of section 44 and in favour of a local housing authority in accordance with the provisions of section 45 (but in both cases subject to the provisions of section 46 '*Amount of order following conviction*' which when applicable provides that the Tribunal must make an order for the maximum amount that it has power to order in accordance with sections 44 and 45 but disregarding subsection (4) of those sections unless by reason of exceptional circumstances, the Tribunal considers it would be unreasonable to do so).

16. The Hearing

17. The hearing was attended by the Kate Burnham-Davies (Mrs Burnham-Davies) representing the Second Applicant and by Ffion Davies (Mrs Davies) a Senior Environmental Health Housing Officer with the Second Applicant. There was no attendance by or the half of the First Applicant. Mrs Davies told the Tribunal that she had met with the First Applicant's representative at the time that the First Applicant had been preparing his statement. Mrs Davies had gone through the deadlines set out in the Directions made by the Tribunal with the First Applicant's representative and reminded her of the need to provide a hearing bundle and to file and serve it by email. However she had heard nothing further from the First Applicant nor his representative since that meeting.

18. There was no attendance by or on behalf of the Respondent. The Tribunal noted that he had not engaged in the proceedings.

19. Having considered its own file, the Tribunal was satisfied that reasonable steps had been taken to notify both the First Applicant and the Respondent of the hearing and that it was in the interests of justice to proceed with the hearing in the absence of both.

20. The First Applicants' Case

21. The First Applicant's case is set out in the unsigned witness statement filed by him and on his application form. The First Applicant says that he has lived at

the Property on or off throughout his childhood and for most of his adult life. He considers it to be his home. He says that the Respondent was once considered a close family friend. However he says that the Respondent's behaviour over the past few years has become aggressive and confrontational. He says that has received threats of eviction.

22. The First Applicant says that the Property has for some time been in a state of considerable disrepair to such an extent that it is no longer suitable to live in safely or comfortably. He refers to problems with the shower at the Property which have continued since approximately 2020. He says that when he entered into his current tenancy agreement he was assured by the Respondent that provided the agreed monthly rent of £1100 was paid the outstanding repairs will be attended to. However, he says that very few repairs have been carried out. That the only significant works that have been undertaken comprise an inspection by an electrician, minor electrical repairs and repairs to the kitchen ceiling after it partially collapsed. He refers to outstanding defects including persistent damp and mould, an unworkable shower, damaged kitchen cupboards, cracked glass in the living room doors and a defective front door lock which does not provide adequate security. month.
23. The First Applicant refers to the Improvement Notice served on the Respondent dated 16 October 2024. He says that since the Improvement Notice was served that there has been ongoing correspondence between his legal representatives and the Respondent's legal representatives but nonetheless repairs have not been completed and the Property has remained in a poor state of repair. He has however continued throughout to pay the rent in full.
24. The First Applicant says that the Respondent has committed an offence under section 30(1) of the Housing Act 2004 by failing to comply with the provisions and requirements of the Improvement Notice served on the Respondent by the Second Applicant.
25. The First Applicant seeks a Rent Repayment Order in respect of rent paid he says by him to the Respondent during the period when the Respondent was committing the offence. The Directions made by the Tribunal on 30 June 2026 required the First Applicant to provide a signed and dated statement of case which was to set out the amount of rent claimed by him and the period for which the rent was claimed. That was not addressed in the unsigned witness statement filed by the First Applicant. The only reference to rent in that statement was to an agreed monthly rent of £1100. With his unsigned witness statement the First Applicant filed six pages of documents entitled 'evidence of payments'. There was no explanation as to the nature of these documents or how they had been compiled. The documents set out a list dates alongside the name of 'Mr David John Hawkins' (or 'Hawkins Property') and in each case a figure of '600'. There was no reference made to these documents in the unsigned witness statement.
26. The copy bank statements filed by the First Applicant with his application form cover the period 1 October 2025 to 9 January 2026. In the bank statements there was no direct reference to rental payments. There were three standing order entries dated 3 October 2025, 31 October 2025 and 28 November 2025

each in the sum of £600 in favour of 'R Goossens'. In the unsigned witness statement the First Applicant says that rent payments were made by standing order to Rick Goossens who then transferred the rent to the Respondent. There was no evidence adduced from Rick Goossens.

27. The Second Applicant's Case

28. The Second Applicant produced a statement of case dated 21 July 2026 [26-34] and a witness statement made by Ffion Davies (nee Richards) a Senior Environmental Health Housing Officer employed by the Second Applicant [35-47], together with exhibits. The statement of case and the witness statements set out a chronology of events which in summary are as follows:
29. Having received concerns about the condition of the Property it was inspected by Mrs Davies on 21 August 2024. Mrs Davies says that she identified both Category 1 and Category 2 hazards as provided for by the provisions of the Housing Act 2004.
30. On 5 September 2024 Mrs Davies says that a letter was sent to the Respondent requesting an Electrical Installation Condition Report for the Property within 7 days. That was not provided. Mrs Davies says that the Respondent also confirmed by telephone that he did not have a valid gas safety certificate for the Property.
31. On 19 September 2024 Mrs Davies completed a document entitled '*Checks and Balances on the Decision to recommend Formal Action: Service of formal notices and/or taking remedial action*' [63-69].
32. The document noted a history of non-compliance on the part of the Respondent including a failure to comply with an Improvement notice served on the Respondent in respect of another property owned by him. It noted that no works had been completed at the Property for some time. It was understood that the Respondent was a portfolio landlord and managed a number of properties. It was proposed to serve of an Improvement Notice under sections 11 and 12 of the Housing act 2004. That course of action was agreed by a senior officer employed by the Second Applicant, Emma Treagle on 2 October 2024.
33. On 18 October 2024 the Second Applicant served an Improvement Notice dated 16 October 2024 on the Respondent [70-75]. The Improvement Notice identified deficiencies giving rise to both category 1 and category 2 hazards.
34. The category 1 hazard was Fire. The deficiencies were listed as:
 1. *There is no smoke detection at the property.*
 2. *There are cracks to the kitchen ceiling.*
 3. *The gas oven is dated, not in good working order and there is no gas safety certificate to certify that it is safe to use.*
 4. *The electrical installation does not meet current safety standards.*
 5. *The door to the kitchen has glazed panels.*
 6. *The door to the living room has glazed panels.*

7. *The door handle to the main entrance door is defective.*
8. *The lower hinge to the first floor rear bedroom is defective.*

35. The notice set out the remedial action required which was to be started on 19 November 2024 and completed no later than 14 January 2025.
36. The category 2 hazard was Collision and Entrapment. The deficiencies were listed as:
 1. *The door to the kitchen has glazed panels which are not safety glass. There is one panel in disrepair exposing shards of glass.*
 2. *The door to the living room has glazed panels which are not safety glass.*
37. The notice set out the remedial action required which was to be started on 19 November 2024 and completed no later than 14 January 2025.
38. On 21 January 2025 Mrs Davies re-inspected the Property. She says that the only remedial action specified in the Improvement Notice that had been carried out was the construction of a new ceiling to the kitchen. All of the remaining required remedial actions had not been carried out.
39. On 3 February 2025 the Second Applicant served a notice on the Respondent alleging a failure to comply with the provisions of the Improvement Notice amounting, if proven, to an offence under section 30(1) of the Housing Act 2004 and notifying the Respondent that he might be prosecuted or issued with a financial penalty. The notice invited a response from the Respondent by 6 March 2025 [96-102]. Mrs Davies says that no representations were made by the Respondent.
40. On 12 June 2025 the Respondent attended an interview under caution at the Respondent's offices. The Second Applicant says that the interview was recorded and conducted in accordance with the provisions of the Police and Criminal Evidence (PACE) Act 1984. Mrs Davies told the Tribunal that at the interview the Respondent had denied receiving the Improvement Notice. She said that was not accepted by the Second Applicant. The Improvement Notice she said had been served at the correct address being the same address to which all other documents and notices had been served on the Respondent including documents which had been complied with for example notices served under section 239 of the Housing act 2004 to inspect the Property.
41. Mrs Davies completed another '*Checks and Balances on the Decision to recommend Formal Action*' form on 17 June 2025 [106-119]. The form noted that at interview under caution the Respondent had pleaded guilty to the offence of failing to comply with the Improvement Notice. That the Respondent had paid the invoice charge associated with the Notice. The Respondent confirmed that he was the joint owner with his wife and landlord of the Property and that although the rent was received into a joint bank account, his wife did not have any dealings with the Property in practice.

42. The form stated that it was believed that the Respondent was in his early 70s, a portfolio landlord who managed a number of properties. That there was no evidence that the Respondent was currently suffering from significant physical or mental health issues. The form recorded the level of culpability as '*High*' described as '*Actual foresight of, or wilful blindness to, risk of offending but risk nevertheless taken*'.
43. Mrs Davies recommended a financial penalty as a suitable course of action as an alternative to prosecution. She noted that the Respondent had admitted guilt. That he had previously failed to comply with an Improvement Notice. That he had a history of non-compliance and had previously been served with a financial penalty notice on 1 May 2025 for a breach of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020. That he had also failed to comply with an Improvement Notice served in relation to another property, 45 Hawksmoor Close, on 15 January 2024. The proposed course of action to serve a financial penalty notice was approved by Emma Treagle on 24 June 2025.
44. A Notice of Intent to Impose a Financial Penalty in the sum of £2057.34 was served by the Second Applicant on the Respondent on 9 July 2025 [121-126].
45. A Final Notice Imposing a Financial Penalty in the sum of £2057.34 [147-152] by reason of the Respondents' failure to comply with the Improvement Notice dated 16 October 2024 was served on the Respondent on 3 September 2025. Mrs Davies says that was not appealed by the Respondent. Mrs Davies told the Tribunal that the Respondent had subsequently agreed to make payments of £300 per month in settlement of the Financial Penalty and of other sums owed by him to the Respondent. That those payments were being maintained.
46. On 21 October 2025 Mrs Davies reinspected the Property. Present were the First Applicant and the Respondent. Mrs Davies says that the Respondent stated that he had 4 properties occupied by tenants and an additional 3 properties which were empty. All of the works required by the Improvement Notice remained outstanding save for the works to the kitchen ceiling. As such there had been no change since the inspection on 21 January 2025.
47. On 12 January 2026 the Second Applicant served on the Respondent a Notice of Intended Proceedings to apply for a Rent Repayment Order pursuant to section 42 of the 2016 Act [192-196]. The notice stated that the amount that the Second Applicant sought to recover from the Respondent was £3306.95. The notice stated that the Second Applicant believed that the Respondent had committed an offence under section 30(1) of the Housing Act 2004 namely the failure on the part of the Respondent to comply with the Improvement Notice dated 16 October 2024. The notice then set out the remedial action that was outstanding as required by the Improvement Notice. Mrs Davies says that there was no response from the Respondent.
48. On 19 May 2026 Mrs Davies received a tenancy agreement dated 1 April 2016 from the Respondent's Housing Benefits Team [197-200]. The tenancy agreement named the Respondent as the landlord of the Property. The tenant

named on the tenancy agreement was the First Applicant being the tenant in occupation of the Property at the time of the offence. The rent was stated to be £550 per calendar month.

49. The Second Applicant seeks to recover from the Respondent housing benefit payments made to Respondent for the period 15 January 2025 to 21 October 2025 in the total sum of £3304.78. That figure is slightly less than that stated on the Notice of Intended Proceedings because Mrs Davies says of a difference between the housing benefit entitlement shown on the Respondent's housing benefit system and the amount of the benefit payments actually made. The period 15 January 2025 to 21 October 2025 the Second Applicant submits starts with the day after the expiry of the time period to complete the works as set out in Improvement Notice and ends with the Second Applicant's last inspection of the Property.
50. Details of the housing benefits paid by the Second Applicant to the Respondent are set out at paragraph 29 of the Second Applicants statement of case [31-33] and at paragraph 36 of Mrs Davies's witness statement [45-46].
51. Mrs Davies says that she spoke to the Respondent by telephone on 9 July 2026. The Respondent confirmed the doors at the Property had not been replaced and he could not confirm whether or not smoke detectors had been installed. The Second Applicant says that it is noteworthy that over 89 weeks after the Improvement Notice was served that works remained outstanding.
52. The Second Applicant says that it satisfies the requirements of section 41(3) of the 2016 Act (as set put above) in that the offence relates to housing in its area and that it has complied with section 42 by the service of the Notice of Intended Proceedings to apply for a Rent Repayment Order.
53. For the purposes of section 45(4)(a) of the 2016 Act 'the conduct of the landlord', the Second Applicant in its written submissions asks the Tribunal to take into account the conduct of Respondent. The Second Applicant says that the Respondent has received a total of 4 financial penalties which are listed at paragraph 20 of its statement of case [30-31]. The first is in respect of a breach of the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 in respect of the Property dated 1 May 2025 [220-225]. The second is the failure to comply with an Improvement Notice referred to at paragraphs 41 and 42 above. The third is in respect of a breach of the Electrical Safety Standards in the Private Sector (England) Regulations 2020 in respect of a property at 45 Hawksmoor Close, Whitchurch, Bristol BS14 0RF dated 3 September 2025 [277-281]. The fourth is in respect of a failure to comply with an Improvement Notice in respect of the Property at 45 Hawksmoor Close dated 3 September 2025 [335-337].
54. For the purposes of section 45(4)(b) of the 2016 Act, 'the financial circumstances of the landlord', the Second Applicant refers the Tribunal to '*Step 3 Penalty Review*' of its Financial Penalty Determination form dated 1 July 2025 [165-166]. That states that as far as the Second Applicant is aware that the Respondent receives £550 per calendar month in respect of the Property, a

total of £6600 a year. That the Respondent is understood to be the landlord of 4 further properties in the Bristol area. That 2 of those 4 properties benefit from housing benefit/universal credit with rental amounts of £700pcm and £650pcm, a total of £16,200 a year in rent. The Second Applicant assumes that the remaining 2 properties are rented out at £550 pcm and therefore in total the Respondent is like to receive a minimum of £34,200 a year in rental income alone.

55. The Second Applicant also notes that the Respondent is the director of a company called Avon Scanning and Planning Ltd the balance sheet of which at 31 October 2023 provides a current value of fixed assets of £2,009,952.00 and capital and reserves of £318,936.00.
56. For the purposes of section 45(4)(c) of the 2016 Act ‘whether the landlord has at any time been convicted of (or received a financial penalty in respect of) an offence to which this Chapter applies’, the Second Applicant refers the Tribunal to the financial penalties listed at paragraph 53 of this decision.
57. For the purposes of section 45(4)(d) of the 2016 Act ‘whether the landlord has at any time had a rent repayment order made against them’, the Second Applicant says that to the best of its knowledge the Respondent has not had a rent repayment order made against him but makes reference to another application to this Tribunal made by it dated 10 June 2026 in relation to the property at 45 Hawksmoor Close, which application is yet to be determined.
58. Mrs Burnham-Davies said that the Respondent had not engaged in these proceedings, had filed no evidence and had not attended the hearing. That as such in effect the application was unopposed. She invited the Tribunal to make a Rent Repayment Order in the full sum claimed of £3304.78.

59. The Tribunal’s Decision

60. The First Applicants Application.

61. On the evidence before it the Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence pursuant to section 30(1) of the Housing Act 2004 by failing to comply with the provisions of the Improvement Notice dated 16 October 2024. It is satisfied that the Improvement Notice was properly served on the Respondent it having been sent by post to the Respondent’s home address, an address at which other documents had been served by the Second Applicant on the Respondent and acted upon. The first day upon which the offence occurred was 15 January 2025 being the first date after the requirements of the Improvement Notice should have been complied with. The offence continued to at least 21 October 2025 being the date upon which Mrs Davies last inspected the Property. The Tribunal accepts the unchallenged evidence of Mrs Davies that as at that date all of the works required as set out in the Improvement Notice remained outstanding save for the work to repair the kitchen ceiling. That no works had been carried out to the Property since the inspection on 21 January 2026.

62. To make a Rent Repayment Order in favour of a tenant the Tribunal must be satisfied on the evidence before it as to the amount of rent actually paid by the tenant to the landlord during the relevant period when the offence occurred. The relevant period in this case commenced on 15 January 2025. The First Applicant does not directly address the amount of rent paid by him during the relevant period (despite the Directions requiring him to do so). The documents filed by him with his unsigned witness statement are not explained. If, as is presumably the case, those documents are meant to provide evidence of payments made by the First Applicant to the Respondent in respect of rent there is no explanation as to how they do that. There is no explanation as to the provenance of those documents. There is no explanation as to what those documents purport to show. Nor do the bank statements filed by the First Applicant with his application form assist. They contain no direct reference to rental payments. They contain 3 standing order entries each for £600 to R Goossens. There is no evidence from Mr Goossens that in turn he made payment to the Respondent. In all the circumstances the Tribunal cannot be satisfied on the basis of the evidence before it as to the amount of rental payments that may or may not have been paid by the First Applicant to the Respondent during the relevant period. For those reasons it declines to make a Rent Repayment Order in favour of the First Applicant.

63. The First Applicants application for a Rent Repayment Order is refused.

64. The Second Applicant's Application.

65. For the reasons stated at paragraph 61 the Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence pursuant to section 30(1) of the Housing Act 2004 by failing to comply with the provisions of the Improvement Notice dated 16 October 2024. The offence took place between 15 January 2035 and 21 October 25 inclusive (it may have continued past that date but the Second Applicant reasonably made the point that in the absence of a further inspection of the Property it could not provide evidence to that effect).

66. In its written submissions the Second Applicant makes representations having regard to the provisions of section 45(4) of the 2016 Act which sets out matters to which the Tribunal must take into account in determining the amount of any Rent Repayment Order. Those are referred to at paragraphs 53 to 57 above. The Tribunal however has regard to section 46 of the 2016 Act.

67. Section 46 of the 2016 Act provides:

- 1) *Where the First-tier Tribunal decides to make a rent repayment order under section 43 and [either] of the following conditions are met, the amount is to be the maximum that the tribunal has power to order in accordance with section 44 or 45 (but disregarding subsection (4) of those sections).*
- (2) *Condition 1 is that the order—*
 - (a) *is made against a landlord who has been convicted of the offence, or*

(b) is made against a landlord who has received a financial penalty in respect of the offence and is made at a time when there is no prospect of appeal against that penalty.

(3) Condition 2 is that the order is made against a landlord in relation to an offence (the "relevant offence") where the landlord has at any time (whether or not in relation to the same tenancy or housing)—

(a) been convicted of another offence which is the same offence as the relevant offence,

(b) received a financial penalty in respect of another offence which is the same offence as the relevant offence, or

(c) had a rent repayment order made against them in respect of another offence which is the same offence as the relevant offence.

(4) For the purposes of subsection (2)(b) there is "no prospect of appeal", in relation to a penalty, when the period for appealing the penalty has expired and any appeal has been finally determined or withdrawn.

(4A) For the purposes of subsection (3), an offence under section 72(1) of the Housing Act 2004 is to be treated as the same offence as an offence under section 95(1) of that Act (and vice versa).

(5) Nothing in this section requires the payment of any amount that, by reason of exceptional circumstances, the tribunal considers it would be unreasonable to require the landlord to pay.

68. The Respondent received a Financial Penalty in respect of the offence of failing to comply with the provisions of the Improvement Notice dated 16 October 2024 (Final Notice imposing a Financial Penalty dated 3 September 2025 [147-152]). The period for appealing that financial penalty has long expired. Indeed, the Respondent does not appear to dispute the Financial Penalty, he is making payments towards it. There is therefore no prospect of an appeal. Condition 1 as set out at section 46(2) (in particular subsection (b)), is therefore met.
69. In the view of the Tribunal section 46 of the 2016 Act applies in this case and the amount that the Tribunal should award is the maximum that it has power to order in accordance with section 45 disregarding subsection (4) thereof.
70. Nor are there in the view of the Tribunal for the purposes of section 46(5) of the 2016 Act exceptional circumstances such that it would be unreasonable to require the Respondent to pay the maximum amount.
71. Even if it had been the case that the Tribunal had been required to consider the matters set out in Section 45(4) it would not have reduced the amount of the Order by reason of the matters listed thereunder. The Tribunal notes the conduct of the Respondent as submitted by the Second Applicant as summarised at paragraph 53 above. It notes the almost complete failure on the part of the Respondent to comply with the requirements of the Improvement Notice which failure persisted for a considerable period of time to at least 21 October 2025. It notes the financial circumstances which it is understood that the Respondent enjoys as summarised by the Second Applicant in the Penalty Review section of the Financial penalty Determination Form [165-166]. It notes again the Financial Penalty dated 3 September 2025.

72. The Second Applicants application for a Rent Repayment Order is granted in the sum of £3,304.78.

73. Summary of Tribunal's Decision.

74. The application for a Rent Repayment Order made by the First Applicant, Ray Nelmes is refused.

75. The application for a Rent Repayment Order made by the Second Applicant, Bristol City Council, in the sum of £3,304.78 is granted.

76. The Tribunal Orders the Respondent, David Hawkins, to repay to Bristol City Council the sum of £3,304.78 in respect of an award of universal credit (Housing Benefit) paid to him in respect of rent under the First Applicants tenancy of 87 Salcombe Road, Knowle, Bristol, BS4 1AA .

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 to the First-tier Tribunal at rpsouthern@justice.gov.uk being 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

