



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

Case Reference : **BIR/00CN/HSB/2025/0003**

Property : **Apartment 311 Camden House, 80 Pope Street, Birmingham B1 3BH**

Applicant : **Mr Petros Nanis and Mrs Amina Ibrahim Pangani**

Representative : **Justice for Tenants**

Respondent : **Ms Kaman Dianna Ng**

Type of Application : **Application under section 41(1) of the Housing and Planning Act 2016 for a rent repayment order**

Tribunal Members : **Judge M K Gandham
Mr N Wint BSc (Hons) FRICS ACI Arb**

Date and venue of Hearing : **Paper determination**

Date of Decision : **5 October 2026**

DECISION

Decision

1. The Tribunal orders Ms Kaman Dianna Ng to repay to Mr Petros Nanis and Mrs Amina Ibrahim Pangani rent in the sum of **£2,115.33**.
2. The Tribunal orders, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, that Ms Kaman Dianna Ng reimburse to Mr Petros Nanis and Mrs Amina Ibrahim Pangani the application fee in the sum of **£114.00**.

Reasons for Decision

Introduction

3. By an application received by the Tribunal on 17 April 2025, Mr Petros Nanis and Mrs Amina Ibrahim Pangani ('the Applicants') applied for a rent repayment order ('RRO') under section 41(1) of the Housing and Planning Act 2016 ('the Act').
4. The order sought by the Applicant was in respect of rent that they had paid as the tenants of the property known as Apartment 311 Camden House, 80 Pope Street, Birmingham B1 3BH ('the Property') to Ms Kaman Dianna Ng ('the Respondent'), who was their landlord and owner of the leasehold title to the Property.
5. The Tribunal issued directions on 22 July 2025 and, following the granting of brief extensions, received a Statement of Case and bundle from the Applicant, a Bundle from the Respondent (updated version) and a Reply (updated following receipt of the Respondent's updated Bundle) from the Applicants with a Witness Statement.
6. As the Respondent resided in Hong Kong, after receiving guidance from the tribunal and FCDO regarding taking witness evidence from abroad, she requested that the determination be made on the papers, to which the Applicants agreed. Both parties were invited to provide supplemental witness statements, which were received in May 2026.

The Law

7. Section 40 of the Act provides that an RRO is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant. It confers power on the First-tier Tribunal to make such an order in favour of a tenant where the landlord has committed an offence to which Chapter 4 of the Act applies.
8. The relevant offences are detailed in section 40(3) of the Act as follows:

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

9. Section 41 of the Act details the application process and provides:

41 Application for rent repayment order

- (1) *A tenant ... 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.*

...

10. Sections 43 and 44 of the Act detail the power of the tribunal to make an order and the amount of that order and, in respect of an application by a tenant, provide:

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);*

...

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.*

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

- (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.*

Applicants' Submissions

11. The Applicants confirmed that the application was made under section 41 of the Act for the offence of having control of, or managing, an unlicensed house under section 95(1) of the Housing Act 2004 ('the 2004 Act').
12. The Applicants stated that Mr Nanis moved into the Property on 20 February 2020, with Mrs Pangani moving into the Property with their two children on 8 March 2020. They were all still residing at the Property at the time of their application to the tribunal; however, were looking to leave the Property as they had received a possession order which was due to take effect on 20 August 2025.
13. The Applicants stated that the Property was situated within a selective licensing area, as designated by Birmingham City Council, which came into force on 5 June 2023 and was due to have effect until 4 June 2028.
14. The Applicants submitted that an offence had been committed by the Respondent, as the Property had been without a licence during part of the time they had been occupying the same and that the Respondent was the person who had been managing the Property pursuant to section 263 of the 2004. They

confirmed that the Respondent was named as their landlord in the tenancy agreements, that she was the beneficial owner of the Property, as evidenced by the Office Copy Entries, and that she received the rent via the managing agents, Martin & Co.

15. The Applicants' bundle contained an email from the local authority which confirmed that an application for a selective licence for the Property was received by the local authority on 22 April 2024, and that a licence had been granted on 8 July 2024 which was valid until 7 July 2029. The local authority also confirmed that a Temporary Exemption Notice ('TEN') for the Property was applied for on 5 September 2023 and was granted from 6 October 2023 to 5 January 2024.
16. The Applicants confirmed that they did not receive universal credit and were seeking to recover a total sum of £7,517.47 for the rent paid during the periods 5 June 2023 to 4 September 2023 (£3,284.80) and 6 January 2024 to 22 April 2024 (£4,232.67).
17. In relation to whether the Respondent had a reasonable excuse, due to living abroad and reportedly relying on a managing agent, the Applicants submitted that the Respondent could not establish such a defence under the three-limbed test set out in *Aytan v Moore* [2022] UKUT 027 (LC).
18. The Applicants stated that there was no evidence that the managing agent was contractually responsible for advising the Respondent on licensing obligations, no evidence demonstrating that the managing agent had any particular expertise which would have given the Respondent a good reason to rely on them, and no reason why the Respondent could not have independently familiarised herself with the applicable legal requirements. As such, the Applicants stated that the Respondent had not presented an excuse that was reasonable in all the circumstances of the case as required by *Marigold v Ors* [2023] UKUT 33 (LC).
19. In relation to the amount of the order, the Applicants provided a spreadsheet detailing the sums paid by them during their tenancy, with bank statements in support.
20. The Applicants rejected the argument that the period before the grant of the TEN on 5 September 2023 could not be included within any RRO because it was time-barred due to the date of the application to the tribunal, as they contended the licensing offence both before and after the TEN should be treated as a single course of conduct rather than two separate offences. They stated that being able to treat the offence as such was intimated by the Upper Tribunal in *Irvine v Metcalfe* [2023] UKUT 283 (LC).
21. The Applicants accepted that the grant of a TEN provided "temporary" relief from licensing obligations; however, argued that the purpose of a TEN was to allow a landlord a short period to regularise the position or cease the activity requiring a licence. As the Respondent did neither, and a licence application was only submitted after the TEN had expired, the Applicants contended that the alleged offence was merely suspended during the TEN period and effectively resumed once the exemption came to an end.

22. The Applicants also contended that, under s44(2) of the 2016 Act, the amount of an RRO must relate to rent paid during “*a period, not exceeding 12 months, during which the landlord was committing the offence*”. The Applicants submitted that, on plain reading, this related to any period during which the offence was being committed, provided that the application was made within 12 months of the last day of the offence, and that it could include discontinuous periods, as intimated in *Irvine v Metcalfe*. They asked the Tribunal to note that the Applicants were only seeking to recover seven months’ rent over the period during which a licensing offence was being committed.
23. In relation to the seriousness of the offence, although the Applicants accepted that an offence in relation to section 95 might be less serious than other offences, the Tribunal was asked to note that the Respondent had failed to keep abreast of her legal obligations and that the purpose of an RRO was to punish offenders, to dissuade other offenders from breaching the law, as well as to remove financial benefits of offending from landlords.
24. The Applicants submitted that the Respondent should be regarded as a commercial landlord, having never resided at the Property. They contended that, as the Property was plainly an investment property, the Respondent should be held to a higher standard of knowledge and compliance. They relied on the observations in *Aytan v Moore* which, they submitted, emphasised that landlords who derive income from letting property must take responsibility for understanding and complying with the law, and *Chan v Bilkhu* [2020] UKUT 289 (LC), where the Upper Tribunal noted that landlords cannot rely on “*inadvertence*” of licensing obligations as a mitigating factor.
25. The Applicants contended that that these principles applied even if the Respondent owned a single rental property, because by choosing to let residential accommodation she assumed responsibility for complying with the relevant regulatory framework and that landlords living overseas should, arguably, be held to a higher standard due the decreased day-to-day involvement with the Property.
26. In addition, the Applicants argued that as the Respondent had applied for the TEN personally that: firstly, the Respondent had been aware that the Property needed a licence by 5 September 2023; secondly, that she knew when the licence was due to expire, so should not have required any prompting by the managing agent to apply for one; and thirdly, by failing to have applied for a licence immediately after the expiry of the TEN, she was, at that point, deliberately committing an offence.
27. In light of the above, the Applicants submitted that the full amount, or a significant proportion, of the rent paid should be awarded, bearing in mind the decision in *Newell v Abbott* [2024] UKUT 181, in which the Upper Tribunal stated that offences which were deliberately committed or committed by commercial landlords tended to result in higher penalties.
28. In relation to the condition of the Property, the Applicants, in their witness statements, referred to issues with mould, damp and cracks in the ceiling (for which they provided photographs), and the fire alarms only being located in the

hallway and kitchen/living room and not in the bedrooms, with no fire blankets or fire extinguishers at the Property. They, later, also referred to difficulties encountered with approval for repairs due to the Respondent being abroad.

29. In respect of their own conduct, in their initial witness statement, the Applicants contended that they conducted themselves appropriately throughout their tenancy and that this might justify an increase from the proposed starting point. In reply to the Respondent's submissions regarding damage caused by them to the Property, the Applicants argued that the Respondent's allegations did not amount to poor tenant conduct and were consistent with normal wear and tear, them having occupied the Property for five years.
30. The Applicants contended that any dispute concerning the condition of the Property had been fully resolved at the end of the tenancy through the Deposit Protection Scheme and that they had agreed to the release of £1,126.00 from their deposit in settlement. The Applicants stated that the Respondent's subsequent reliance on a repair quotation dated 8 September 2025 was exaggerated, significantly higher than the deductions actually sought from the deposit and were, therefore, opportunistic. They also noted that the Respondent had failed to disclose in her statements that she had retained part of the Applicants' deposit.
31. Accordingly, the Applicants submitted that all issues relating to the condition of the Property had already been settled and that no deduction from any Rent Repayment Order should be made on the grounds of tenant conduct.
32. With regard to the financial circumstances of the Respondent, the Applicants stated that the Respondent had failed to provide "*fulsome*" evidence and, accordingly, no deduction should be made for the same.
33. The Applicants submitted that an award of 85 to 90% of the rent paid over the two periods was appropriate. If, however, the Tribunal accepted the Respondent's limitation argument and excluded the first period (prior to the TEN) from consideration, the Applicants submitted that the Tribunal should award the full amount of the rent paid during the period following the expiry of the TEN due to the seriousness of the Respondent's conduct and the lack of any satisfactory explanation for the failure to comply with licensing requirements.
34. In addition, the Applicants requested the Tribunal make an order for the reimbursement of their application fee of £114.00, and any hearing fee, if applicable, under Rule 13(2) of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013.

Respondent's Submissions

35. The Respondent confirmed that she was the registered proprietor of the Property but stated that, as she resided permanently in Hong Kong, she had instructed professional letting and managing agents, Martin & Co, to manage the Property on her behalf.

36. In respect of the application to the Tribunal, the Respondent noted that the Applicants were only entitled to pursue a rent repayment order in respect of an offence falling within the statutory time limit of twelve months from the date of the application to the Tribunal. The Respondent contended that the grant of the TEN created a break in offending and that the earlier and later periods should be treated as distinct offences. As such, she argued that the claim for the period from 5 June 2023 to 4 September 2023 was time-barred and should be dismissed because the application to the Tribunal was made in April 2025.
37. The Respondent appeared to accept that the Property was unlicensed during the period claimed following the expiry of the TEN; however, she denied any deliberate or wilful wrongdoing. The Respondent stated that, as she lived permanently in Hong Kong, she had entrusted the managing agent with compliance for licensing requirements and other statutory obligations. She stated that she acted reasonably in delegating management responsibilities to the managing agent and that any breach resulted from an administrative oversight by her agent, rather than intentional non-compliance or conscious default on her part.
38. The Respondent referred to the Applicants having initially stated to the managing agents that they would be vacating the Property in February 2024, at the end of their then tenancy. She stated that she had informed the managing agent to commence marketing the Property for sale as soon as the tenancy had ended and had applied for a TEN on this basis. The Respondent stated that it was only in November 2023 that the Applicants requested that the tenancy be renewed for a further twelve months following the expiry of the current tenancy.
39. The Respondent stated that she had not been informed of the licensing requirements by her managing agents prior to her application for a TEN but had acted in good faith and had taken steps to regularise the licensing position once she became aware of the issue. She stated that she had personally applied for the TEN in September 2023 and had subsequently applied for a full licence on 22 April 2024.
40. In relation to the Tribunal's discretion under section 44 of the Act, the Respondent argued that any RRO should be significantly reduced or not made at all. She contended that she had been a responsible landlord throughout the tenancy; that she had responded promptly to repair requests, including complaints concerning mould, and had arranged remedial works when notified of problems. She also stated that she had voluntarily reduced the Applicants' rent from £975.00 to £940.00 per month during the COVID-19 period as evidence of goodwill towards the Applicants.
41. In contrast, the Respondent alleged that the Applicants had not been model tenants and that their conduct should be taken into account when determining the level of any award. She asserted that the Property had been newly built and in excellent condition when first let, as evidenced by an inventory report she submitted with her bundle. She stated that the check-out report, photographs and quotations for repair works she submitted in evidence, clearly indicated that the Applicants had caused significant damage to the Property during the tenancy. She

alleged that the damage exceeded normal wear and tear and referred to a quote for repair costs of more than £4,600.00, excluding missing items and damaged furniture.

42. The Respondent further submitted that the tenancy came to an end following the Applicants' own request for a break clause to be included in the new tenancy agreement. She alleged that, following service of a break notice, the Applicants threatened to pursue an application for an RRO unless she reduced the rent and waived claims for damage to the Property. She referred to correspondence exhibited to her statement and characterised the Applicants' conduct as "*coercive*".
43. Finally, the Respondent argued that the Applicants had suffered no prejudice as a result of the licensing breach. She contended that they had remained in occupation throughout the tenancy, had received the full benefit of the accommodation for which they paid rent, and had not experienced any loss arising from the absence of a licence.
44. According, the Respondent invited the Tribunal to either dismiss the application in respect of the first period and substantially reduce any award relating to the second period, or to decline to make an RRO altogether.

The Tribunal's Deliberations

45. In reaching its determination the Tribunal considered the relevant law, in addition to all of the evidence submitted, briefly summarised above.
46. Prior to being able to make a rent repayment order under the Act, the Tribunal must be satisfied '*beyond reasonable doubt*' (under section 43) that the Respondent had committed one or more of the offences referred to in section 40(3) of the Act. The Tribunal is satisfied that the Respondent was the landlord and the person managing the Property in accordance with section 263 of the 2004 Act.
47. Neither party disputed that the Property was subject to selective licensing, nor that it was without a licence from the beginning of the Applicants' tenancy until an application for a licence was made on 22 April 2024, with the licence subsequently being issued on 8 July 2024.
48. It was also not disputed that an application for a TEN was made on 5 September 2023, with the TEN being granted from 6 October 2023 to 5 January 2024.

Reasonable Excuse for Failure to Licence

49. The Respondent did not specifically rely on a defence of '*reasonable excuse*' under section 95(4) of the 2004 Act, however, the Tribunal considered whether the circumstances described by the Respondent, in particular her stated reliance on the managing agents as she lived abroad, amounted to such a defence.

50. The Tribunal noted the comments of the Upper Tribunal in *Aytan v Moore*, where at paragraph 40 the Tribunal stated as follows:

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

51. Although there was no dispute that the Respondent lived abroad, as asserted by the Applicants, the Respondent had not provided any evidence to corroborate that there was a contractual obligation on the managing agent to keep her aware of licensing requirements. The Tribunal also noted that none of the correspondence the Respondent had supplied between herself and the agent intimated that such an obligation existed.
52. In addition, the Respondent had, in her written statements, confirmed that she had personally applied for the TEN and subsequent licence application. Having applied for the TEN personally and being informed (as stated clearly on the TEN) that it expired on 5 January 2024, the Applicant was, from that point at least, fully aware of the licensing requirements and that the Property would require a licence or further TEN after the existing TEN expired. As she herself confirmed that the Applicants had requested a new tenancy in November 2023, the Respondent provided no explanation as to why she did not apply for a licence as soon as the TEN was due to expire.
53. Taking into account all of the above, the Tribunal found that a defence of reasonable excuse was not made out.
54. As such, the Tribunal was satisfied that the Respondent had committed an offence under section 95(1) of the 2004 Act, both prior to the notification until the expiry of the TEN, and following the expiry of the TEN up to and including 21 April 2024, after which the application for the licence was made.

Amount of the Order

55. The Tribunal found that it could make an RRO having been satisfied that an offence had been committed under section 95(1) of the 2004 Act, that an offence had been committed within the twelve months preceding receipt of the application by the Tribunal on 17 April 2025 and that, whilst the offence was being committed, the Applicants had paid rent to the Respondent.
56. The Tribunal also considered that, as licensing requirements were necessary and the Respondent was aware of the same, an order ought to be made.

57. Taking into account the guidance given by the then Chamber President, The Hon Mr Justice Fancourt, in *Williams v Parmar* [2021] UKUT 0244 (LC), the Tribunal noted that the correct approach when considering what amount of repayment order is reasonable in any given case was for the FTT to consider “*what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions*”.
58. The Tribunal also noted that this decision confirmed that the FTT should have particular regard to the conduct of both parties (including the seriousness of the offence committed, as later underlined in *Acheampong v Roman and others* [2022] UKUT 239 (LC)), the financial circumstances of the landlord, whether the landlord had at any time been convicted of a relevant offence and “*any other factors that appear to be relevant*” [paragraph 50].
59. Although the Applicant sought to recover an amount of £3,284.80 in respect of the period prior to the TEN and a further amount of £4,232.67 following the expiry of the TEN, the Tribunal does not agree with the Applicants’ assertion that both these periods related to the continuance of the same singular offence.
60. Section 95(1) of the 2004 Act confirms that “*a person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85(1)) but is not so licensed.*”
61. Section 85(1) confirms that every Part 3 house must be licenced “*unless*” under subsection (b) “*a temporary exemption notice is in force in relation to it under section 86*”.
62. Both parties accept that the Respondent did not have a licence from the commencement of the additional licencing scheme on 5 June 2023 until the Respondent applied for a TEN on 5 September 2023, so was committing an offence during this time.
63. The TEN was granted and served on 6 October 2023, with the notice in force until 5 January 2024. As such, the Respondent had a defence to the initial offence from 5 September 2023 under section 95(3)(a), as “*a notification had been duly given in respect of the house under section ...86(1)*”.
64. After the TEN was granted, however, the Property was no longer required to be licensed under Section 85(1) until 6 January 2024, when the exemption ended. As such, during the period the TEN was in force, the Respondent was no longer committing an offence, so the initial offence had ended.
65. Once the TEN expired, the Respondent was committing a further offence from 6 January 2024 until 21 April 2024, as an application for a licence was made on 22 April 2024, at which point the Respondent had a defence to the new offence under section 95(3)(b), as “*an application for a licence had been duly made in respect of the house under section 87*”.

66. As such, the Tribunal finds that the offence committed prior to and after the expiry of the TEN are two separate offences. As the Tribunal are only able to make an RRO in respect of an offence committed in the period of 12 months ending with the day on which the application was made, the Tribunal finds that it has no jurisdiction to make an order in respect of the offence committed prior to the Respondent's application for a TEN.
67. The Tribunal having calculated the rent paid from and including 6 January 2024 to 21 April 2024, finds that the maximum amount of any Order it is able to make is £4,230.65 calculated as follows:

Date of Payment	Rental period	Amount paid	Total reclaimable
21/12/2023	21/12/2023 to 20/01/2024	£1,200.00	£580.65 (1200/31 x 15 days)
22/01/2024	21/01/2024 to 20/02/2024	£1,200.00	£1,200.00
22/02/2024	21/02/2024 to 20/03/2024	£1,225.00	£1,225.00
22/03/2024	21/03/2024 to 20/04/2025	£1,225.00	£1,225.00

Although the April 2024 payment was due on 21 April 2024, the payment was not made by the Applicants until 22 April 2024, so cannot be apportioned as it was rent paid after the Respondent had a defence to the offence, as she had made her application for a licence on that date.

68. As the Applicants had been responsible for all of the utilities, the Tribunal found that no deductions would be required for the same.
69. In relation to the conduct of the Respondent, the Tribunal found (taking into account the guidance given by the Upper Tribunal, most notably in the decisions in *Hallett v Parker* [2022] UKUT 165 (LC) ('*Hallett*') and *Newell v Abbott*), the failure to obtain a licence was not the most serious type of offence. The Tribunal also noted that in *Hallett* the offence related to an HMO licence, which the Tribunal considered was a potentially more serious offence than the failure to control an unlicensed house, due to the nature of the associated tenancies and higher risks. Unlike in *Hallett*, however, the Tribunal observed that the Property had always been an investment property for the Respondent, even though there was no evidence that she owned a larger investment portfolio.
70. In addition, the Tribunal found that even if the Respondent had been abroad and previously unaware of the licensing requirements prior to the TEN being granted, she was well aware of the requirement for a licence after that date, and that she

had provided no explanation as to why she waited three and half months to make an application for the same which, if not deliberate, was at least negligent.

71. With regard to any other conduct, having considered the Applicants' submissions, including the photographs submitted and inventories produced at the commencement and expiration of the tenancy, the Tribunal is not satisfied that either the mould, damp or the minor plaster cracks in the ceiling were serious. There was also no requirement for additional smoke alarms or fire blankets to be present in the Property and the correspondence provided by the Respondent indicated that there was no particular delay in dealing with any repairs, despite the Respondent residing in Hong Kong. Overall, the Tribunal found, based on all of the evidence, that the condition of the Property at the commencement of the Applicants' occupation appeared to be of a high standard.
72. In relation to the conduct of the Applicants, despite their initial assertions that they had conducted themselves appropriately, the Tribunal finds that the Property was in a poor condition at the expiry of the tenancy, as evidenced by the inventories supplied by the Respondent. Although the Tribunal accepts that part of this may have been down to general wear and tear and that their deposit was retained to cover quoted expenses, this does not alter the fact that they failed to keep the Property in the condition required by their tenancy agreements. In addition, the tone of the Applicants' email to the managing agents of 14 April 2025, issuing demands in respect of the rent and cost of the damage in order for them not to make an RRO, was far from appropriate.
73. Taking into account all of the above, including the seriousness of the offence, the negligent behaviour of the Respondent in failing to apply for the licence promptly following the expiry of the TEN, the good condition of the Property and the poor conduct of the Applicants, the Tribunal finds that a deduction of 50% of the maximum rent was appropriate.
74. As the Tribunal had no information to suggest that the Respondent's financial circumstances ought to be taken into account and there was no evidence provided that the Respondent had been convicted of any other relevant offence, the amount to be repaid is **£2,115.33**.

Order under Rule 13

75. The Tribunal can, under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, "*make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party...*". In this matter, the Applicant had paid an application fee of £114.00. No hearing fee had been requested or paid.
76. Having found that the Respondent had committed an offence and had no reasonable excuse to do so, the Tribunal finds it appropriate to make an order under Rule 13(2) and orders the Respondent to reimburse to the Applicant the sum of £114.00.

M K GANDHAM

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Judge M K Gandham

Appeal Provisions

If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (Rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).