

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BE/HMG/2026/0004**
Property	**:**	**43 Maltings Place, 169 Tower Bridge Road, London SE1 3JB**
Applicant	**:**	**Hannah Birkwood**
Representative	**:**	**In person**
Respondent	**:**	**London Green Residential Ltd**
Representative	**:**	**Peter Murphy, Director of London Green Residential Ltd**
Type of application	**:**	**Application for a rent repayment order pursuant to ss.40 to 44 of the Housing and Planning Act 2016.**
Tribunal members	**:**	**Judge Moate; Ms Coughlin MCIEH**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**15 October 2026**

DECISION

The Tribunal determines that it shall exercise its discretion to make a rent repayment order in terms that the Respondent shall pay to the Applicant the sum of £14,486.53 within 35 days of the date of this decision.

The Tribunal determines that the Respondent shall pay the Applicant £341 to reimburse her for the application and hearing fee for these proceedings, as agreed by the Respondent, within 35 days of this decision.

Introduction

1. The Tribunal is asked to make a rent repayment order pursuant to section 41 of the Housing and Planning Act 2016 ("HPA 2016").

Relevant law

2. The relevant statutory provisions are set out in Appendix 1 to this decision.

The Application

3. On 19 September 2025 the Tribunal received an application under s41 of the Housing and Planning Act 2016 ("the Act") from the Applicant tenant for a rent repayment order ("RRO").

4. It is asserted that the landlord committed an offence under s95(1) of the Housing Act 2004 of having control of or managing a house that was required to be licensed but was not so licensed. The Applicant seeks a RRO for the period 1 November 2023 to 26 August 2024, in the sum of £20,695.04. The Applicant also seeks an award of fees under Rule 13(2) of the Tribunals Procedure Rules 2013.

5. The Applicant contends that she was the tenant of the property between 05 October 2023 and 04 October 2024. She asserts that the property is situated on Tower Bridge Road, within the London Borough of Southwark, an area covered by the Selective Licensing Scheme under Section 80 of the Housing Act 2004. The scheme, which came into effect on 1 November 2023 and remains in force until 31 October 2028, mandates that all privately let properties within designated areas must be licensed unless exempt by statute.

6. The tenancy agreement signed by the Applicant on 02 October 2023 specifies a rent of £2,100 per month, with the tenancy starting on 05 October 2023 and ending on 04 October 2024.

7. The property consists of a studio apartment in a mixed-use gated estate which is a converted brewery.

8. The Applicant contends that rent became unpayable due to the property being uninhabitable from the 27 August 2024. She applies for rent to be repaid from 01 November 2023 to 26 August 2024, calculated as follows:

   Monthly rent 01/11/2023 to 31/07/2024 + Daily rent 01/08/2024-26/08/2024.

   9 months: 9 x £2100 (the monthly rent) + 26 days @ £69.04/day = £20,695.04

The Issues

9. On 13 February 2026 directions were given in this matter by Judge Hamilton-Farey.

10. The issues for the Tribunal are as follows:

    (1) Whether the Tribunal is satisfied beyond reasonable doubt that the landlord has committed the alleged offence.

    (2) Whether, on the balance of probabilities, the landlord has a 'reasonable excuse' for having committed the relevant housing offence on which the financial penalty is based, such that they have a defence to it.

    (3) Did the offence relate to housing that, at the time of the offence, was let to the tenant?

    (4) Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?

    (5) What is the maximum amount that can be ordered under section 44(3) of the Act?

    (6) Whether any conduct relied upon in the defence, even if not enough to establish a reasonable excuse, nevertheless justifies a reduction in the amount of the penalty to be imposed. What account must be taken of:

        (a) The conduct of the landlord?
        (b) The financial circumstances of the landlord?
        (c) Whether the landlord has at any time been convicted of an offence shown above?

(d) The conduct of the tenant?
(e) Any other factors?

The hearing

11. The hearing was held remotely. In attendance were the following people:

- Applicant: Hannah Birkwood

- Respondent's representative: Peter Murphy, Director of London Green Residential Ltd

- Paul Grundy, Director of Asset Management at Right Now Residential Ltd, supporting Mr Murphy

12. The Tribunal had received an Applicant's and a Respondent's paginated bundle of which both parties had copies. In addition, the Applicant had filed and served a Reply to the Respondent's statement of reasons along with an exhibit and the Respondent had filed and served a skeleton argument dated 05 October 2026. Both parties had copies of the documents and agreed that they could all be relied upon.

13. The Tribunal reminded the parties that the standard and burden of proof lay on the Applicant to establish an offence beyond reasonable doubt, but any defence of reasonable excuse raised by the Respondent need only be proved on balance of probability.

14. The Tribunal took the opportunity to remind the Respondent that while they could not be prosecuted for any offences for which a financial penalty had been imposed, they could be prosecuted for other matters admitted by them or in respect of which the Tribunal made findings of fact; that they did not have to answer any question or make any statement which might tend to incriminate them, although the Tribunal might draw an adverse inference from her failure to answer.

(1) Whether the Tribunal is satisfied beyond reasonable doubt that the landlord has committed the alleged offence?

15. Both Mr Murphy and Ms Birkwood had filed and served witness statements upon which they relied.

16. Mr Murphy confirmed that the Respondent admitted the offence. The elements of the offence under section 95(1) of the Housing Act 2004 were not disputed, no defence of reasonable excuse was advanced, and the rent of

£20,695.04 for the period 1 November 2023 to 26 August 2024 was agreed, with no deduction for utilities.

17. The Tribunal is satisfied beyond reasonable doubt that the property was required to have a licence from 01 November 2023 onwards under the London Borough of Southwark's Selective Licensing Scheme, but was not licensed.

18. The Tribunal is also satisfied that the Respondent was at all material times a person having control of the premises, being in receipt of the rack rents for the Applicants' occupation of the property.

19. Given the Respondent's admissions and the parties' evidence, the Tribunal is satisfied beyond reasonable doubt that the Respondent has committed the alleged offence.

(2) Whether, on the balance of probabilities, the landlord has a 'reasonable excuse' for having committed the relevant housing offence on which the financial penalty is based, such that they have a defence to it.

20. No defence of reasonable excuse was advanced by the Respondent. The Tribunal considered the matters raised by the Respondent in mitigation and found that none amounted to a defence of reasonable excuse.

(3) The offence related to housing that, at the time of the offence, was let to the tenant

21. The Respondent admitted that the property was let to the Applicant from 05 October 2023 to 04 October 2024. Accordingly, the Tribunal finds this matter satisfied beyond reasonable doubt.

(4) Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?

22. The offence was committed from 01 November 2023 until 04 October 2024, when the Applicant moved out. The Application was brought on 19 September 2025, which falls within 12 months of the end of the offence.

23. The Tribunal finds that the offence was committed by the landlord in the period of 12 months ending with the date the application was made.

(5) What is the maximum amount that can be ordered under section 44(3) of the 2016 Act?

24. By section 44(2) of the 2016 Act, the amount must relate to rent paid by the Applicant in respect of a period not exceeding 12 months during which the landlord was committing the offence.

25. The parties agreed the rental sum paid during this period was £20,695.04 and that there was no receipt of universal credit or bill payment by the landlord to deduct from any rental payment.

26. Accordingly, the Tribunal finds that the maximum amount which could be ordered is £20,695.04.

What account must be taken of the matters in s.44(4) or any other factors?

27. Both parties gave oral evidence with respect to the s.44(4) matters and were cross-examined.

28. Ms Birkwood submitted that Mr Murphy, director of the Respondent landlord, was not inexperienced. Although the Respondent company only owned one property, the company's sole director, Mr Murphy, was also the director of Right Now Residential Ltd which was the managing agent for the Property. She relied on the webpage of Right Now Residential Ltd which stated that Mr Murphy was the founder of Right Now Residential, who set out in 2010 to deliver a consistently exceptional service for landlords with residential portfolios across London and to "*deliver a market-leading service for institutional landlords*".

29. Ms Birkwood accepted that the failure to obtain a licence was not a deliberate attempt to evade licensing.

30. Ms Birkwood contended that there had been a breach of her tenancy terms and conditions on 20 March 2024, when the landlord's agent had entered the Property using management keys without her consent with just over one hour's notice, whereas 24 hours' notice was required under clause 8.3.1 of the tenancy agreement (except in an emergency). Ms Birkwood evidenced the email from the Right Now Residential giving notice at 11:43 on 20 March 2024 that their operative would attend at 13:00 to fix the boiler leak. She acknowledged that the Respondent's agent apologized for this afterwards. The Respondent did not dispute this evidence.

31. Ms Birkwood further contended that the condition of the property was inadequate due to a) the boiler leak and b) the water outage. She gave evidence

that the boiler leak started from at least 05 March 2024 and continued until 20 March 2024, during which period she had to turn off the boiler (to limit the leak) and turn it on again whenever she needed hot water. She explained that heating the water took around 1 hour and that this meant she had to get up earlier in the morning to turn on the boiler before being able to wash. She said that the leak was containable by her placing a small food container under the leak (a larger container would not fit) which, at times, required emptying every 10 minutes. She attached a photograph of the leaking pipe which showed a heavily corroded part joining two copper pipes. The part was replaced and the leak finally fixed on 20 March 2024 by the Respondent's operative.

32. Ms Birkwood explained that there had been a total water outage at the Property from 28 August 2024 until she vacated the Property on 04 October 2024. This meant that she could not use her toilet, sink or shower in the Property. Tenants were advised to purchase bottled water, use a gym for showers and use alternative toilet facilities. She attached photographs of the toilets and showers which were opened in the basement as an alternative facility. She said these were sometimes closed due to overflowing sewage and unsanitary conditions. The photos showed two alternative toilet/washing facilities with a sign saying: "*Toilets and Showers out of use*" and another sign saying: "*Out of Order, Temporarily please use toilet in unit 107*". Ms Birkwood gave evidence that the toilet in unit 107 was 5 minutes' walk away in an old office block and that there were around 50 flats which had to use this facility. She said that during this period there were strong sewage odours and she had to use an outside tap to access water. She bought buckets on Amazon to carry water to her flat which was extremely difficult and heavy.

33. Ms Birkwood said that at the end of her tenancy, the Respondent insisted that she undertake an end of tenancy clean, using water from the outside tap. Ms Birkwood exhibited her email correspondence dated 13 September 2024 in which she asked: "*if there will be some grace on the cleanliness of the flat given I don't have easy access to water and most cleaners I am contacting will not help in this instance*." The response dated 23 September 2024 was: "*Regards to the clean, the cleans can use the taps that are external to the building. The cleaners we use have been able to continue using this aspect*". Ms Birkwood explained that she struggled to carry the heavy water containers across the building causing physical strain and back pain.

34. Ms Birkwood said she experienced stress, poor sleep and distress and that the lack of water made it impossible to maintain hygiene or normal daily living. She said in her oral evidence that she could not go into work as she felt unclean and unkempt. She exhibited an email complaint from her to Right Now Residential dated 11 September 2024 in which she requested permission to seek alternative accommodation to which the Respondent had agreed that she could secure accommodation up to the same cost as her rent. When she requested to proceed with this arrangement, she did not receive a reply.

35. Ms Birkwood said she never received a response to her letter of complaint, the Respondent continued to demand rent, failed to provide alternative accommodation or timely financial relief and delayed in providing the rent refunds which were ultimately re-paid for the period of the water outage. She contended that this demonstrated systemic management failure and poor conduct along with a disregard for statutory obligations and tenant welfare.

36. Mr Murphy asked if Mr Grundy could give evidence on his behalf. The Tribunal declined this request because Mr Grundy had not provided a witness statement; the witness statement in the bundle was from Mr Murphy. The Tribunal considered that it would be unfair for a party other than one who had given evidence in advance (in accordance with the directions) to give oral evidence at the hearing. The directions clearly stated at paragraph 11 (c) that "*The tribunal may decline to hear evidence from any witness who has not provided a statement in accordance with the above directions*". Mr Grundy was permitted to assist Mr Murphy by supporting him with his submissions during the hearing.

37. In response to the Applicant, Mr Murphy said this period had been difficult for everyone involved. He accepted the licencing breach but said it was not deliberate; the Respondent had applied for a licence 1 week after receipt of the Applicant's letter before claim, once they realized their error. He accepted that the Respondent had not replied to Ms Birkwood's letter of complaint and that the rent refund had taken longer than it should have done.

38. As to the boiler leak, he said if this had been apparent before, the Respondent would have actioned a repair and that following notice from the Applicant the works were authorized two days later on 08 March 2024 and the leak was repaired on 20 March 2024. He apologized for the inconvenience caused.

39. As to the water outage, he said that this was outside the Applicant's "period of claim" but recognized that the Tribunal could consider matters after 26 August 2024 (after which time the rent paid was refunded but the tenancy was continuing). He apologised for the situation and said that the water outage affected the whole building. He submitted that it was a freeholder issue and that it was not within the Respondent's control; their hands were tied. He said the Respondent did not receive any income during this period due to the rent refunds and this was the fault of the estate. As to alternative accommodation he confirmed that no additional costs were offered (just the £70 per night rent refund). He said he thought the managing agent would have responded about Ms Birkwood's request to proceed with alternative accommodation but was unable to provide any further details.

40. Mr Murphy had not evidenced any of the communication between the Respondent and the freeholder, Sarsons (Main) Ltd, because he did not think it was relevant. He said this was the first time the Respondent had been

involved in Tribunal proceedings, so they were unfamiliar with what was required of them.

41. Mr Murphy explained that he was the director of Right Now Residential which was managing 33 properties in the block affected by the water outage. There were two other buildings on the estate, but they were not connected to the same water supply. He was also the director of the Respondent company, which held the long leasehold title of the Property. The other properties in the block were owned by other landlords.

42. Mr Murphy said Right Now Residential Ltd had a team which dealt with licensing and that they should have had the licences in place. He accepted that it was a significant admin oversight and that they did not act on it quickly enough. He said he believed everything was properly licensed now and that since the Applicant's application they had looked at everything else to ensure they had an adequate system in place. He said the Respondent used a platform called Kamma which was in place at the time of the licensing breach but was not being used although he could not explain why. He was also unable to confirm that the other 32 flats which the company managed were licensed.

43. As to quantum, Mr Murphy argued that since the landlord was a company owning a single residential property, 25% was an adequate penalty for the breach. He argued that the failure was inadvertent, the Property was in good condition and no works were been required (prior to licensing), the period of the claim was under ten months (a fraction of the six years in *Newell v Abbott* [2024] UKUT 181 (LC), the licence application was made within eight days of the omission being raised, there were no previous convictions, financial penalties, rent repayment orders or enforcement action, monitoring arrangements were now in place, the rent for the outage period was refunded in full voluntarily and the Respondent had narrowed the issues to quantum alone.

44. Mr Murphy relied in his skeleton argument on *Acheampong v Roman* [2022] UKUT 239 (LC), *Newell v Abbott* [2024] UKUT 181 (LC), *Hallett v Parker* [2022] UKUT 165 (LC), *Dowd v Martins* [2022] UKUT 249 (LC) and *Irvine v Metcalfe* [2023] UKUT 283 (LC).

45. Mr Murphy agreed to pay Ms Birkwood's application fee given the offence was made out.

46. In response, Ms Birkwood acknowledged the offer to pay the application fee but said that she did not consider 25% to be sufficient, given the circumstances of the offence.

The Tribunal's decision

47. The Tribunal is guided by the approach outlined at paragraph 20 of the decision in *Acheampong v Roman* [2022] UKUT 239 (LC) which states as follows:

> *20. The following approach will ensure consistency with the authorities:*
>
> *a. Ascertain the whole of the rent for the relevant period;*
>
> *b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.*
>
> *c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:*
>
> *d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).*

48. In applying this approach, the whole of the rent for the relevant period is £20,695.04. There are no deductions for utilities.

49. In respect of the seriousness of the offence, compared to other types of offence for which a RRO may be made, the failure to procure a licence under a selective licensing scheme is at the lower end of the range of seriousness. More serious offences include offences of violence and intimidation or breaching a banning order.

50. However, within its own category of a licensing offence under s95(1), the Tribunal finds that the offence is towards the middle-to-upper point of the range of seriousness. Adopting the expression in *Newell v Abbott*, this is a relatively serious example of one of the less serious offences in respect of which a rent repayment order can be made. The Tribunal's reasoning is as follows.

51. The Tribunal finds that although the offence was not deliberate, the failure to obtain a licence was at the very least, incompetent. The Respondent company may own only one property but that belies the true picture. The sole director of the Respondent is Mr Murphy, who is also the director of Right Now Residential Ltd, a London-based residential lettings, management and sales company managing a portfolio of properties including 33 properties in the block where the Property is located. The Respondent's management agent has a team of people who, on his own admission, should have been managing the licensing requirements of those properties and had management platform, Kamma, in place to identify licensing issues. This is not a private individual in the sense of *Hallett* and *Daff* referred to in paragraphs 51 and 55 of the Decision in *Newell v Abbott*. Through its sole director, it had access to professional property-management expertise, dedicated licensing resources and compliance systems which should have identified and prevented the breach.

52. The failure to obtain the licence represented a significant and prolonged compliance failure extending throughout the relevant period right up until the Applicant's letter of claim. The Tribunal therefore considers that a starting point of 55% appropriately reflects the seriousness of the offence itself before taking account of the additional factors set out in section 44(4) of the 2016 Act.

53. The Tribunal finds that the Respondent's admitted breach of tenancy by entering the Applicant's property without consent and/or without adequate notice is not insignificant; it is an invasion of privacy. The Tribunal recognizes that the Respondent was trying to fix the boiler leak and that it has since apologized for unlawfully entering the Property. Nevertheless, the Tribunal finds that this action demonstrates the landlord's overall lack of due care and attention and failure to comply with its obligations.

54. The Tribunal finds that the boiler leak persisted for approximately 15 days before being repaired and caused inconvenience to the Applicant, who was required to take steps to contain it. Whilst the Tribunal has considered the Respondent's evidence regarding the timing of notification and repair, the Tribunal finds that this episode forms part of the overall picture of the Applicant's occupation of the Property and is a modest aggravating factor when considering the Respondent's conduct.

55. The Tribunal finds that the main conduct issue to which significant weight should be attached under section 44(4) of the 2016 Act is the water outage from 28 August 2024 until the end of the tenancy and the manner in which that situation was managed by the Respondent. The absence of running water for an extended period had a serious impact on the Applicant's ability to use basic facilities within the Property, including washing, cleaning and sanitation. While the Tribunal recognises that the underlying cause of the outage may have arisen from matters beyond the Respondent's immediate control, the

Respondent remained responsible for its obligations to the Applicant under the tenancy and for taking reasonable steps to mitigate the effect of the outage on her occupation of the Property. The Tribunal therefore considers this episode to be a significant aggravating factor when assessing the Respondent's conduct for the purposes of determining the amount of the rent repayment order.

56. The Tribunal accepts that the underlying cause of the outage may have been outside the Respondent's direct control. However, the Tribunal does not accept that this relieved the Respondent of its obligations to the Applicant. The Applicant's tenancy agreement was with the Respondent, and it was responsible for ensuring the Property remained in repair and fit for human habitation, irrespective of any claim it may have against the freeholder. Whilst the Tribunal recognizes that the water outage was a difficult time for everyone, it considers that a reasonable response would have been to offer to cover the cost of hotel or alternative accommodation during this period (along with any additional expenses) rather than leave the Applicant without adequate washing or cleaning facilities. The Tribunal accepts the Applicant's evidence that although a rent refund was provided for the period of the water outage so that she could secure her own alternative accommodation, this amount (£70 per night) was insufficient to cover the cost of short-term accommodation in central London, meals, bottled water, laundry costs etc. The Tribunal also accepts the Applicant's evidence that the Respondent did not respond to her request to proceed with alternative accommodation.

57. The Tribunal finds that this situation was aggravated by a) the managing agent requiring the Applicant to transport heavy water containers across the building in order to clean the Property before she moved out, despite the Applicant's reasonable request for "*some grace on the cleanliness*"; b) the managing agent not responding to the Applicant's letter of complaint dated 04 September 2024 and c) the managing agent paying at least part of the rent refund after the tenancy had ended. These matters were admitted by the Respondent. The Tribunal takes into account the Respondent's contrition over these events.

58. The Tribunal accepts the Applicant's evidence that she experienced stress, poor sleep and distress as a result of these conditions and that the lack of water made it impossible to maintain hygiene or normal daily living, preventing her from going in to work.

59. The Tribunal notes the Respondent's contention that the water outage was after the "claimed period" but finds that this does not place it outside the conduct matters to be taken into account. The claimed period was limited to just under 10 months because the rent was refunded from 28 August 2024. However, as per paragraph 28 of *Newell*, "*it is not a condition of section 44 that a tenant specify any period in their application, so specifying a period*

shorter than 12 months did not create a jurisdictional obstacle to an award based on payment for a full year". Similarly, the Tribunal finds that it may take into account all conduct during the tenancy and is not limited to conduct during the period identified in the application.

60. The Tribunal also notes the Respondent's submissions that the failure to licence was not deliberate, there were no dangerous conditions which would prevent the grant of a licence (or caused by the lack of a licence) and the duration of the licensing breach in *Newell* was far longer than the present case. However, each case turns on its own facts and although it is true that some of the aggravating factors in *Newell* and the cases referred to at paragraphs 48-56 of that decision are not present, other serious conduct issues are present, including the lack of running water at the Property for a period of over a month which caused significant distress and inconvenience.

61. Taking account of the unlawful entry, the inconvenience associated with the boiler leak, the Respondent's failure adequately to engage with the Applicant's complaints, and in particular the manner in which the prolonged water outage was managed, the Tribunal considers that an uplift of 15% from the starting point is appropriate to reflect the Respondent's conduct under section 44(4)(a).

62. The Respondent did not rely on any financial circumstances to be taken into account when considering the amount ordered, therefore no reduction is made.

63. The Tribunal notes that the landlord has not been convicted of an offence under Chapter 4 of the Housing and Planning Act 2016.

64. The Tribunal finds that there are no tenant conduct issues which have any impact on the amount ordered.

65. **The Tribunal therefore determines that the appropriate rent repayment order is 70% of the maximum amount recoverable, namely £14,486.53.**

Conclusion

66. The Tribunal determines that it shall exercise its discretion to make a rent repayment order in terms that the Respondent shall pay to the Applicant the total of £14,486.53 within 35 days of this decision.

67. The Tribunal determines that the Respondent shall pay the Applicant £341 to reimburse her for the application and hearing fee for these proceedings, as agreed by the Respondent, within 35 days of this decision.

Judge J Moate

Date: 15 October 2026

ANNEX – RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-Tier at the Regional Office which has been dealing with the case.

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

3. If the application is not made within the 28-day time limit, such application must include a request to an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

Appendix 1

Housing and Planning Act 2016 Section 40

(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 …

(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.

Act	Section	General description of offence
1) Criminal Law Act 1977	Section 6 (1)	Violence for securing entry
2) Protection from Eviction Act 1977	Section 1 (2), (3) or (3A)	Eviction or harassment of occupiers
3) Housing Act 2004	Section 30 (1)	Failure to comply with improvement notice
4)	Section 32 (1)	Failure to comply with prohibition order etc
5)	Section 72 (1)	Control or management of unlicensed HMO
6)	Section 95 (1)	Control of management of an unlicensed house
7) This Act	Section 21	Breach of a banning order

Section 41

(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.

Section 43

(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 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) …

Section 44

(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.

Housing Act 2004

Section 72

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) **...**

(3) **...**

(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.

254 Meaning of "house in multiple occupation"

(1) For the purposes of this Act a building or a part of a building is a "house in multiple occupation" if– (a) it meets the conditions in subsection (2) ("the standard test"); (b) it meets the conditions in subsection (3) ("the self-contained flat test"); (c) it meets the conditions in subsection (4) ("the converted building test"); (d) an HMO declaration is in force in respect of it under section 255; or (e) it is a converted block of flats to which section 257 applies.

(2) A building or a part of a building meets the standard test if–

(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b) the living accommodation is occupied by persons who do not form a single household (see section 258);

(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(d) their occupation of the living accommodation constitutes the only use of that accommodation;

(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.

(3) A part of a building meets the self-contained flat test if—

(a) it consists of a self-contained flat; and

(b) paragraphs (b) to (f) of subsection (2) apply (reading references to the living accommodation concerned as references to the flat).

(4) A building or a part of a building meets the converted building test if—

(a) it is a converted building;

(b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats);

(c) the living accommodation is occupied by persons who do not form a single household (see section 258);

(d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(e) their occupation of the living accommodation constitutes the only use of that accommodation; and

(f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.

(8) In this section–

"basic amenities" means– (a) a toilet, (b)personal washing facilities, or (c) cooking facilities;

"converted building" means a building or part of a building consisting of living accommodation in which one or more units of such accommodation have been created since the building or part was constructed;

"enactment" includes an enactment comprised in subordinate legislation (within the meaning of the Interpretation Act 1978 (c. 30);

"self-contained flat" means a separate set of premises (whether or not on the same floor)– (a) which forms part of a building; (b) either the whole or a material part of which lies above or below some other part of the building; and (c) in which all three basic amenities are available for the exclusive use of its occupants.

S.263 Meaning of "person having control" and "person managing" etc.

(1) In this Act *"person having control"* , in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of

another person), or who would so receive it if the premises were let at a rack-rent.

(2) In subsection (1) *"rack-rent" means* a rent which is not less than 2-thirds of the full net annual value of the premises.

(3) In this Act *"person managing" means*, in relation to premises, the person who, being an owner or lessee of the premises–

(a) receives (whether directly or through an agent or trustee) rents or other payments from–

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.

(4) In its application to Part 1, subsection (3) has effect with the omission of paragraph (a)(ii).

(5) References in this Act to any person involved in the management of a house in multiple occupation or a house to which Part 3 applies (see section 79(2)) include references to the person managing it.

The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018

"4. An HMO is of a prescribed description for the purpose of section 55(2)(a) of the [Housing] Act [2004] if it—

(a) is occupied by five or more persons;

(b) is occupied by persons living in two or more separate households; and

(c) meets—

(i) the standard test under section 254(2) of the Act;

(ii) the self-contained flat test under section 254(3) of the Act but is not a purpose-built flat situated in a block comprising three or more self-contained flats; or

(iii) the converted building test under section 254(4) of the Act.