FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BE/HMF/2026/0103**
Property	**:**	**6 Talfourd Road, London, SE15 5NY**
Applicant	**:**	**Ms Matilda Toseland**
Representative	**:**	**Benedict Flinn of counsel, instructed by Elara Legal (Ref: 1007167.001)**
Respondent	**:**	**Dr Ravuru Geethakumari (1)** **Mr Murali Krishan-Murty (2)**
Representative	**:**	**Dr Geethakumari in person assisted by Mr Mohan Krishan-Murty; Mr Murali Krishan-Murty did not appear**
Type of application	**:**	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	**:**	**Judge Adrian Jack and Tribunal Member Timothy Leppard MRICS**
Date of Decision	**:**	**26th October 2026**

DECISION

---

1. On 23rd November 2025 the Tribunal received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the applicant tenant for a rent repayment order ("RRO"). The applicant seeks an RRO in the sum of £6,265.00 in respect of the period 1st November 2024 to 30th April 2025. The applicant asserts that the

© CROWN COPYRIGHT

respondent landlords committed an offence under section 72(2) of the Housing Act 2004, which provides:

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

2. The Tribunal gave directions on 8th April 2026. The applicant complied with the directions. The respondents did not engage with them at all. The first respondent, Dr Geethakumari, says she was in poor health. The second respondent, her son, Mr Murali Krishnan-Murty, did not comply with the directions or give any explanation for this failure.

3. At the hearing Dr Geethakumari was assisted by another of her sons, Mr Mohan Krishnan-Murty. They told us that Murali Krishnan-Murty had been in prison from February to July 2026 (whether on remand or serving a substantive sentence was not clear) and was then rearrested in September 2026. He remains in custody apparently awaiting an appearance in the Magistrates' Court. We were not told for what offences he had been remanded in custody.

4. By an application made on 19th October 2026, Dr Geethakumari sought a postponement of the case on the basis of her son's being in prison. We considered the application at the outset of the case. Mr Flinn who appeared for the applicant opposed the application. After hearing argument, we refused the application for an adjournment. We said we would give our reasons in writing. Our reasons are these. Firstly, Mr Murali Krishnan-Murty was at large between July and September 2026, so he could have engaged in these proceedings if he had wished. His failure to do so is unexplained. There is no evidence that he would engage if an adjournment were granted. Secondly, if the tenant established a case to answer, it was unclear what defence he might offer. His mother was presumably able to communicate with him in prison and would have been able to discuss the case with him and prepare a witness statement on his behalf. If he had no defence, there was no purpose adjourning the case. Thirdly, no attempt had been made to set up a CVP link with the prison.

5. Applying the overriding objective, in our judgment the respondents had failed to establish any prejudice from our proceeding in the son's absence.

6. The case put forward by the applicant was this:

> "1. The Applicant is the former tenant of the property located at 6 Talfourd Road, Southwark, London, SE15 5NY (the 'Property').
>
> 2. The Respondents are the landlords of the Property and are named as such in the Assured Shorthold Tenancy Agreement dated 01 November 2024 ('the AST').
>
> 3. The Applicant entered into the AST with the Respondent for a fixed term of 12 months commencing on 01 November 2024 and due to expire on 01 August 2025.
>
> 4. The Applicant paid rent in the sum of £895.00 per calendar month during her occupation of the Property.
>
> 5. The Applicant vacated the Property on 31 May 2025, having provided one month notice.
>
> 6. During the Applicant's occupation, the Property was occupied by the Applicant and four other tenants, forming more than one household.
>
> 7. The Respondent did not reside at the Property during this time.
>
> 8. Accordingly, the Property constituted a House in Multiple Occupation ('HMO') which required a mandatory licence pursuant to Part 2 of the Housing Act 2004.
>
> 9. The Applicant understands that no HMO licence was in place for the Property during the relevant period of occupation.
>
> 10. Operating or managing an HMO which is required to be licensed but is not so licensed constitutes an offence under section 72(1) of the Housing Act 2004.
>
> 11. The Applicant therefore seeks a Rent Repayment Order pursuant to sections 40–44 of the Housing and Planning Act 2016."

7. This statement of case does not in our judgment disclose a reasonable cause of action. In order to be an HMO, at least five occupiers of the premises must occupy the property as their "only or main residence": see section 254(2)(c) of the Housing Act 2004. (Section 259 has no application.) Nothing is said in this statement of case about this.

8. The applicant gave evidence on her own behalf. She confirmed the truth of her witness statement, which followed the averments in her statement of case. She added some details which, she said, showed aggravating features of the case. She said nothing about whether her fellow tenants occupied the property as their only or main residence. Dr Geethakumari did not cross-examine her.

9. At the conclusion of her evidence Mr Flinn indicated that that was the case for the applicant.

10. In an application for an RRO it is for the applicant to prove to the criminal standard of proof, namely beyond reasonable doubt, that the respondent is guilty of the relevant offence, in this case section 72(2) of the 2004 Act. Because of the quasi-criminal nature of the jurisdiction, the Tribunal has a duty at the conclusion of the applicant's case, particular where a respondent is unrepresented, to consider whether the applicant has established a case for the respondent to answer. (The Tribunal discussed the principles to be applied in the case of *23 Evelyn Avenue, Kingsbury, London NW9 0JF* LON/00AE /HMG/2026/0007, decision of 12th October 2026, copies of which we distributed to the parties.)

11. As well as the failure to prove that there were five occupiers of the property as their only or main residence, there was a problem concerning the parties to the application. The tenancy agreement which was in evidence (dated 1st November 2024, but unsigned in the copy available to us) showed that "the tenant" was "Anya Champaneria, Sophie Thibert, Chloe Cairns, Lydia Draycott, [and] Matilda Toseland". The obligations under the lease, in particular to pay rent, were joint obligations of all five tenants.

12. The Tribunal in the case of *122 Widdenham Road, London N7 9SQ* LON/00AU/HMF/2025/0753 determined that all joint tenants had to be joined in a claim for an RRO, either as an applicant or a respondent, and that a failure to join all the joint tenants was fatal to the claim. We attach a copy of the reasons in that case.

13. Mr Flinn, once we had provided a copy of the reasoning to him, argued that the case was wrongly decided in that all a tenant could claim was the rent paid by her herself, not the rent paid by the other tenants. This, however, in our judgment ignores the fact that where there are joint tenants, the rent is paid in law by the tenants jointly, not by individual tenants, regardless of the mechanics of payment.

14. In the course of argument on the question of whether there was a case to answer, it transpired that the other tenants had in fact brought their own proceedings for an RRO. Mr Flinn did not have a copy of this application, so we made inquiries within the Tribunal about this other case.

15. It appears that by an application made on 28th May 2026 Lydia Draycott, Matilda Toseland, Chloe Cairns, Danielle Hawkins, Sophie Thibert and Anya Champaneria applied for an RRO in respect of the property, but only against Murali Krishnan-Murty. The action number is LON/00BE/HMF/2026/0367. The sums claimed were as follows:

> "The amount of rent applied by Anya Champaneria is £10,123.20 for the period of 01/12/2024 – 30/11/2025.

> The amount of rent applied by Chloe Cairns is £10,076.25 for the period of 01/12/2024 – 30/11/2025.
>
> The amount of rent applied by Lydia Draycott is £10,232.00 for the period of 01/11/2024 – 31/10/2025.
>
> The amount of rent applied by Sophie Thibert is £10,165.00 for the period of 01/01/2025 – 31/12/2025.
>
> The amount of rent applied by Matilda Toseland is £5,885.00 for the period of 09/11/2024 – 31/05/2025.
>
> The amount of rent applied by Danielle Hawkins is £10,020.00 for the period of 01/06/2025 – 31/05/2026."

16. The parties in this other application were all represented by Justice for Tenants, as was initially Ms Toseland.

17. On 1st September 2026, Justice for Tenants made a formal application for an order in this other claim and wrote to the Tribunal as follows:

> "Dear Tribunal,
>
> Matilda Toseland has submitted a separate Rent Repayment Order application.
>
> It is requested that Ms Toseland be removed as an Applicant in the application submitted by Justice for Tenants, so that they may proceed with their separate application.
>
> Kind regards,
>
> Justice for Tenants"

18. The Tribunal refused the application by letter of 30th September 2026 which said:

> "The Applicants' application to remove Ms Toseland as a party has been referred to Judge Nicol. His comments are as follows.
>
> The application makes no sense. It says that Ms Toseland still wishes to pursue an application which means that it is appropriate that she remain an Applicant, whoever her representative is. The Tribunal acknowledges that she is no longer represented by Justice for Tenants but there are no grounds for removing her as an Applicant."

19. This response was, if we may respectfully say, obviously right, if *122 Widdenham Rd* was rightly decided. In accordance with *122 Widdenham Rd*, a withdrawal by Mr Toseland from that claim would have left the claim in respect of the period when Ms Toseland was there improperly constituted and all the tenants during that period might have lost their claims to an RRO. (The application made on behalf of Ms Toseland is particular surprising, given that Justice for Tenants acted for

the applicant tenant in *122 Widdenham Rd* and must have been aware of the procedural problems where there are joint tenants.)

20. There is another oddity about this. A claim for an RRO can only be for twelve months. However, in this other application, there would be one claim for an RRO by Lydia Draycott, Matilda Toseland, Chloe Cairns, Sophie Thibert and Anya Champaneria jointly for the period 1st November 2024 to 31st May 2025 and another claim for another RRO by Lydia Draycott, Chloe Cairns, Danielle Hawkins, Sophie Thibert and Anya Champaneria jointly for the period 1st June 2025 to 31st May 2026.

21. On questioning the applicant as to why only Murali Krishnan-Murty was named as a respondent to this other application, Ms Toseland said that the tenancy agreement which she exhibited to the bundle before us was never signed. If that is right, there is real doubt as to whether Dr Geethakumari was a landlord during Ms Toseland's occupation of the property. According to the Land Register, the house is held by Murali Krishnan-Murty only; his mother has no legal interest in the property. There is no evidence that she might have a beneficial interest. (There is mention in the papers that Ms Toseland has recovered judgment in the County Court against Dr Geethakumari in respect of the deposit, but Mr Flinn did not suggest that some form of issue estoppel arose from this.)

22. Having considered the options open to us, we note that the joint tenant problem was effectively resolved by this other claim, because all the joint tenants were parties to that claim. As regards Murali Krishnan-Murty, this problem was resolvable by consolidating this case with that case. We noted too that dismissal of the claim against Mr Krishnan-Murty as well as against his mother had at least the potential to prejudice the other tenants, who were bringing the other claim, if it were finally resolved that one of their number, namely Ms Toseland, was not entitled to an RRO. (We are not convinced that this is necessarily the case. Dismissing Ms Toseland's claim on the basis that she did not have an individual claim, would not necessarily be inconsistent with allowing a claim by her jointly with the other four tenants, to go forward. But there is scope at the very least for argument on this.)

23. As regards the "only or main residence" point, in the other action it will be open to the parties to amend their case to plead and evidence this point properly. By contrast in the current claim Dr Geethakumari would have no notice of the tenant seeking argue that all the tenants had the property as their only or main residence.

24. In these circumstances we dismiss the claim against Dr Geethakumari (with no order as to payment of the fees payable to the Tribunal) and order that the case, insofar as it concerns Murali Krishnan-Murty, be consolidated with the other case pursuant to rule 6(3)(b) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

DETERMINATION

(1) The claim against the first respondent, Dr Ravuru Geethakumari be dismissed.

(2) The claim for a rent repayment order against the second respondent, Mr Murali Krishnan-Murty, be consolidated with the case LON/00BE/HMF/2026/367 in connection with the same address.

(3) There be no order as regards the first respondent, Dr Ravuru Geethakumari, in respect of the fees payable to the Tribunal.

(4) The issue as between the applicant and the second respondent, Mr Murali Krishnan-Murty, as to the payment of the fees payable to the Tribunal be adjourned to be determined in the consolidated proceedings.

Signed: Judge Adrian Jack **Dated: 26th October 2026**

REASONING in 122 Widdenham Road, London N7 9SQ.

LON/00AU/HMF/2025/0753

1. By an application received by the Tribunal on 1st April 2025 the applicant tenants seek a rent repayment order (RRO) against the landlord pursuant to section 41 of the Housing and Planning Act 2016. It is said that the landlord committed an offence contrary to section 72(1) of the Housing Act 2004 in that he had control or management of a house in multiple occupation (HMO) in an additional licensing area. It was common ground that Islington, the local authority had an additional licensing scheme in operation from 1st February 2021 to 1st February 2026.

2. The Tribunal heard evidence from the three applicants and from the respondent landlord. There was a substantial measure of agreement between the parties as to the basic facts.

3. The premises comprise a three-bedroom ground floor flat. The landlord is an international development worker. He owns and manages the ground floor flat. He also manages the upstairs flat, which is owned by members of his family. The upstairs flat is rented by a family. The management of these two flats is the landlord's only involvement in the property letting market.

4. The landlord has rented the downstairs flat for upwards of ten years. He tried to rent it to families, but that was not always possible. At some point (the exact dating was not in evidence, but before the events relevant to the current application) he converted the ground floor flat from two bedrooms into three bedrooms. Instead of always renting to families, he sometimes rented to groups

of friends, however, over time this ceased always to be the case. By the time with which we are concerned, the various occupants of the flat were substantially unrelated.

5. It was common ground that the landlord always let the whole property to the tenants jointly. The landlord never let individual rooms, thus the tenants were always joint tenants. It was also common ground that each of the tenants occupied the property as their only or main residence and that none of them had any romantic involvement nor blood relationship with anyone else, so there were at all material times three separate households in the flat.

6. On 11th October 2022 the landlord let the ground floor flat to three tenants, including Jin-wen Wee for a term of a year, expiring at noon on 10th October 2023. This tenancy agreement is not in evidence. On 3rd July 2023 Ms Wee assigned her interest in the tenancy to Ms Simmons, one of the applicants. She moved in the same day. The landlord knew and approved the change, as did the other two tenants already at the property. It is common ground that from 3rd July 2023 there was a tenancy with three joint tenants: Ms Simmons, Harvey Barratt and Sofia Carter.

7. The same procedure was followed every time there was a change of tenant. Thus, at all times, there were three tenants occupying the flat as we set out in the next paragraph, all holding under a joint tenancy.

8. On 3rd July 2023, the occupancy of the flat was as follows: Room 1, Ms Carter; Room 2, Ms Simmons; Room 3, Mr Barratt. From 11th October 2023, the occupancy was: Room 1, Ritika Sukhani, Room 2, Ms Simmons, Room 3, Mr Barratt. From 11th November 2023 the occupancy was: Room 1, Ms Sukhani; Room 2, Ms Simmons; Room 3, Marina Popp. From 11th December 2023, the occupancy was: Room 1 Rachel Tibbertsma; Room 2, Ms Simmons; Room 3, Ms Popp. From 25th February 2024, the occupancy was: Room 1 Ebony Brown (one of the applicants); Room 2, Ms Simmons; Room 3, Ms Popp. From 14th April 2024, the occupancy was: Room 1, Ms Brown; Room 2, Ms Simmons; Room 3, Rebecca Hall. From 18th May 2024, the occupancy was: Room 1, Ms Brown; Room 2, Freya Poel (one of the applicants); Room 3, Ms Hall. This remained the occupancy of the flat until all the tenants moved out on 30th September 2024.

9. There is in evidence an undated and unsigned lease whereby landlord granted a seven-month tenancy commencing 1st March 2024 and ending on 30th September 2024 to Ms Simmons, Ms Hall and Ms Brown. The inconsistency with the date of 14th April 2024, when Ms Hall first moved into the property was not explored in evidence.

10. We heard evidence from the landlord. He said that he had been unaware that there was an additional licensing scheme in operation in Islington. We accept that evidence. He was, in our judgment, a witness of truth. Despite this, he also showed a reasonably good knowledge of what constituted an HMO. He understood that three tenants could form three households. However, he believed that a group of friends occupying a property together would not require

an HMO licence. In this, he was mistaken, but we find it was a genuine mistake on his part.

11. The landlord has, in our judgment, some excuse for being unaware of the Islington licensing scheme. He works abroad for up to six months a year. He is not a professional landlord. Against this, however, he took no steps to keep himself up-to-date with developments in the landlord and tenant field. He was only aware of some major developments in the relevant law, such as the Renters' Rights Act 2025. Thus some blame attaches to his failure to obtain an HMO licence.

12. The landlord accepted, and we find proven beyond reasonable doubt, that he was in breach of section 72(1) of the 2004 Act in not having an HMO licence.

13. After the current application was brought, the landlord applied in May 2025 for a licence from Islington. He paid the fee for the licence in December 2025 and is confident that Islington will grant the licence. We accept that evidence, although his evidence on this was vague. We are unclear as to how much consideration Islington has yet given to his application.

14. This impacts on some of the allegations made by the applicants. They complain that the landlord did not produce the various certificates, such as gas certificates, which are required to be produced at the start of a tenancy. The landlord did not produce these documents in evidence, but he would normally have had to make them available to Islington. The landlord explained that he produced these documents when he originally let the property on 11th October 2022, but he accepted that he did not produce them again when there were subsequent assignments of the tenancy. In our judgment this is a comparatively minor breach of his duties as a landlord.

15. The applicants complain that there were various matters, such a broken oven, where the landlord was inefficient in having the appliance fixed, and a blind which fell down. There was also a period where Ms Simmons says her deposit was unprotected. The applicants complain that the landlord overcharged (albeit by small amounts) for permission to assign and for deposit protection. These are all in our judgment comparatively minor matters.

16. The applicants say he did not remove broken furniture, but in our judgment there was no obligation on his part to do so. They complain that the flat was let out in a dirty condition, but the photographs produced in evidence show a flat in good condition. They complain that the landlord had laid railway sleepers in the back garden to give a slightly raised area on which to place seats. This, though, is a matter of aesthetic taste. In our judgment none of these matters can be treated as poor behaviour on the part of the landlord.

17. The applicants say that the flat was deficient in that the doors were not properly fire-proofed, but there is in our judgment no evidence that there was anything improper in the landlord letting the property with the doors which we have seen in the photographs. We note that, if the flat was unsafe, it would have

been easy to obtain evidence from the local authority to this effect. The flat has and had a satisfactory smoke alarm.

Joint tenants

18. At the hearing we raised the issue that all the various joint tenants had not joined in the application to the Tribunal. Of the tenants at the property from 3rd July 2023 to 25th February 2024 Ms Simmons was the only one making the application. From 25th February to 18th May 2024, the only tenants who were applicants were Ms Simmons and Ms Brown. After 18th May 2024, the only tenants who were applicants were Ms Brown and Ms Poel.

19. Section 40(2) of the 2016 Act allows the Tribunal to order a landlord to "repay an amount of rent paid by a tenant". (Under section 6(c) of the Interpretation Act 1978 the singular includes the plural, so subsection 40(2) can read "an amount of rent paid by tenants".) Here the tenants claim the following sums: Ms Brown, £7,868.34; Ms Poel, £4,710.32; Ms Simmons, £9,843.04. The applicants have shown how they paid these sums through a lead tenant. Initially Ms Simmons and the other tenant paid their share of the rent to Ms Carter who sent the total rent due to the landlord. Once Ms Carter moved out, Ms Simmons took over the function of collecting the rent from the other two tenants and sending the total amount to the landlord. In April 2024, Ms Hall paid her share of the rent direct to the landlord, but he objected. Instead from May 2024 she became the lead tenant who collected from the other two tenants their share of the rent and forwarded the full monthly rent to the landlord.

20. It can be seen that the current application is based on the monies which individual tenants contributed to the total monthly rent. This raises the question whether it is possible for individual tenants to make such a claim or whether the claim is the claim of all of the joint tenants to the total amount of rent paid.

21. We can take October 2023 as typical. On 18th October 2023, Ms Simmons received £926.66 from Mr Barratt and £1,036.66 from Ms Sukhani and paid £2,950 to the landlord. Her contribution to the rent was £986.68. (The three bedrooms at the property were different sizes, so the tenants agreed among themselves how the rent payable to the landlord was divided amongst themselves.)

22. The claim which Ms Simmons makes in respect of this month is for the £986.68. However, it seems arguable to us that the proper analysis of the claim is that it would be a claim by Ms Simmons, Mr Barratt and Ms Sukhani jointly against the landlord for £2,950. If that is right, then arguably Ms Simmons would not have an individual claim in her sole name for £986.68.

23. The problem is that, if the true analysis of the claim for a RRO in respect of the October 2023 is that it is a joint claim, only Ms Simmons is a party to the current application. The position at common law was that all joint creditors had to be plaintiffs. A failure to join all the joint creditors as plaintiffs in an action was fatal to the claim: Jell v Douglas (1821) 4 B & Ald 374, Sorsbie v Park (1843)

12 M & W 147. Equity was more flexible, but it still required all joint creditors to be joined as parties to an action, either as claimants or defendants. This is the current position following the fusion of law and equity in 1876.

24. Current practice in the civil courts, is governed by CPR Part 19. Rule 19.3(1) provides that "[a]ll persons jointly entitled to the remedy claimed by a claim must be parties unless the court orders otherwise." Rule 19.3(2) says: "If any such person does not agree to be a claimant, he must be made a defendant, unless the court orders otherwise." It is at least arguable that this Tribunal should apply a similar approach. If that is right, then it would be possible to add Mr Barratt and Ms Sukhani as additional respondents under Rule 10 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The application would then be properly constituted.

25. However, there is a limitation problem. CPR Rule 19.6 provides, so far as material:

"(1) This rule applies to a change of parties after the end of a period of limitation under

(a) the Limitation Act 1980;

(b) the Foreign Limitation Periods Act 1984; or

(c) any other enactment which allows such a change, or under which such a change is allowed.

(2) The court may add or substitute a party only if

(a) the relevant limitation period was current when the proceedings were started; and

(b) the addition or substitution is necessary.

(3) The addition or substitution of a party is necessary only if the court is satisfied that

(a) the new party is to be substituted for a party who was named in the claim form in mistake for the new party;

(b) the claim cannot properly be carried on by or against the original party unless the new party is added or substituted as claimant or defendant; or

(c) the original party has died or had a bankruptcy order made against them and their interest or liability has passed to the new party."

26. Section 41(2)(b) of the 2016 Act, requiring proceedings to be commenced within a year of the offence relied upon, is arguably a limitation period caught by Rule 19.6(1)(c), but there is no provision in the 2016 Act allowing the change in parties. On this argument, it would not now be possible to add the other joint tenants as respondents to the application and the applicants' claims would fail.

27. These arguments are matters for which Mr Cairns had not come prepared to argue. We therefore discussed with him giving time to research the issue and submit written submissions by 4pm on 17th February 2026. Since, however,

everything else was fully argued, we will proceed on the basis that the joint tenancy point is not fatal to the applicants' claims.

The law on quantum

28. Subject to the joint tenancy point, we have found that the landlord is liable to make an RRO. Thus we turn to quantum. The Upper Tribunal in Williams v Parmar [2021] UKUT 244 (LC) directs tribunals making rent repayment orders to conduct an evaluation of all relevant factors before deciding on the amount of the order, rather than starting from an assumption that the full rent should be repaid unless there is some good reason to order repayment of a lesser sum. At para 41 the Upper Tribunal said:

"The circumstances and seriousness of the offending conduct of the landlord are comprised in the 'conduct of the landlord', so the FTT may, in an appropriate case, order a lower than maximum amount of rent repayment, if what a landlord did or failed to do in committing the offence is relatively low in the scale of seriousness, by reason of mitigating circumstances or otherwise."

29. In Hallett v Parker [2022] UKUT 165 (LC), Martin Rodger KC, the Deputy President, was dealing with an unlicensed HMO case and concluded:

"37. In fixing the appropriate sum I take account of the following: that the offence is not of the most serious type; that proper enforcement of licensing requirements against all landlords, good and bad, is necessary to ensure the general effectiveness of licensing system and to deter evasion; that Mr Hallett failed to take sufficient steps to inform himself of the regulatory requirements associated with letting an HMO; that this was the first occasion on which he had let the property to a group of tenants who did not form a single household, and hence the first occasion when a licence was required; that he was not alerted by his letting agent to the need to obtain a licence, when he might reasonably have expected he would be (especially as the same agent had previously let the property on his behalf in circumstances which meant no licence was required); that the condition of the property was fairly good; that he applied for and was granted a licence as soon as he became aware that one was required; that he lets no other property.

38. Taking all these matters into account I determine that the appropriate order in this case is for the repayment of £1,000 to each of the three tenants, the total figure of £3,000 representing approximately 25% of the sum paid by the tenants in rent in the period of about seven months during which the offence was being committed."

30. Mr Cairns sought to rely on this passage in the judgment of Judge Cooke in the Upper Tribunal in Rathinapandi v Stewart [2020] UKUT 182 (LC) at para [19], where she said:

"The only basis for deduction is section 44 itself. and there will certainly be cases where the landlord's good conduct, or financial hardship, will justify an order less than the maximum. But the arithmetical approach of adding up the landlord's expenses and deducting them from the rent, with a view to ensuring

that he repay only his profit, is not appropriate and not in accordance with the law. I acknowledge that that will be seen by landlords as harsh, but my understanding is that Parliament intended a harsh and fiercely deterrent regime of penalties for the HMO licensing offence."

31. This, somewhat uncompromising, approach has been watered down in subsequent Upper Tribunal cases. In Newell v Abbott [2024] UKUT 181 (LC), the Deputy President said:

"59 For his part Mr Newell [the landlord] relied on the fact that he had 'kept a respectful distance' and had been fair and reasonable as a landlord, providing a decent home for his tenants at a rent which was far below the market rent. He had been on good terms with all his tenants (one of whom had lived in the flat for eight years) and had provided references for both respondents when they left. The FTT was unimpressed by these points, saying that they were 'a minimum requirement, not something which should be rewarded'. That remark seems to me to miss the point. The scheme of rent repayment orders is a draconian statutory intervention in property rights under which severe penalties are justified by the need to deter 'rogue landlords'. In Hallett v Parker, at para [24], I drew attention to what had been said to Parliament by the relevant Minster to be the objects of the scheme:

'Most private landlords provide a decent service to their tenants, but we know that they are a small number of landlords and letting agents who do not manage their lettings or properties properly, sometimes exploiting their tenants – and the public purse, through housing benefit – by renting out sub-standard, overcrowded and dangerous accommodation. These landlords and letting agents often do not respond to legitimate complaints by tenants. These are the rogues that this Part applies to….'

Having regard to the objects of the scheme the fact that a landlord has behaved in a respectful and considerate way towards their tenants is capable of mitigating the penalty to be imposed on them if, as in this case, they inadvertently commit a licensing offence.

60 Mr Newell also relied on examples of bad behaviour by the respondents but, as with the misconduct alleged against him, the details of these allegations were generally disputed and, in most instances, having heard the evidence, the FTT was disinclined or unable to decide whose version of events was correct. It dismissed those allegations on which it was able to reach any conclusion.

61 The Tribunal has said in the past that it is not possible to be prescriptive about the sort of conduct which might potentially be relevant under section 44(4), 2016 Act… But that should not be taken as an invitation to landlords and tenants to identify every possible example of less than perfect behaviour to add to the tribunal scales in the hope of increasing or reducing the penalty. When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt

instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two."

32. In our judgment, the aspects of conduct on which the applicants rely are either not made out or are relatively trivial. Although the landlord in his final submissions to us said that he had a loan to repay, he adduced no evidence of this. He did not even say how much he had to pay under it. (Indeed it appears that the loan was not even a mortgage.) It was common ground that he is a man of good character. Accordingly, in our judgment there are no conduct issues to take into account under section 43(4) of the 2016 Act.

33. We bear in mind that the landlord is not a professional landlord but he is acting as the managing agent of the upstairs flat. We have set out what we find to be his state of mind.

34. Taking into account all relevant factors, in our judgment this is a case where it would be appropriate to make an RRO in respect of 40 per cent of the rent paid by the applicants to the landlord.

35. Accordingly, subject to the joint tenancy point, we would order an RRO in the following sums: Ms Brown, £3,147.34; Ms Poel, £1,884.13; Ms Simmons, £3,937.22.

FURTHER DECISION

1. By a partial decision dated 11th February 2026, we determined various issues concerning the applicants' application for a rent repayment order (RRO). We left open the question as to whether the claim for an RRO was properly brought by the three applicants before us. The landlord had let the property to joint tenants, but all the joint tenants had not joined in the application. This was potentially fatal to the claim to an RRO.

2. Because the point took Mr Cairns by surprise, we did not make a final determination of this point and gave him leave to make submissions on the point in writing. This he has done.

3. Mr Cairns confirms that the claim which the applicants make is based on the monies which individual tenants contributed to the total month rent.

4. Mr Cairns does not address the point as to whether a claim for an RRO by joint tenants is a joint claim or not. If it is, then ordinarily that would be fatal to a claim to which all the joint creditors were not a party. In Re Maud (No 2)

[2018] EWHC 1414 (Ch), [2019] Ch 15 at [108] Snowden J was dealing with a bankruptcy petition founded on a money judgment entered against a Mr Maud by Teare J in favour of two creditors. He noted that the order of Teare J "simply ordered Mr Maud to pay to the petitioning creditors the sum of €52,565,110.31. I think that it is therefore clear that Edgeworth and Aabar were joint owners of the debt owed by Mr Maud under the judgment and order, and neither was entitled to demand separate payment of any part of the debt for their own benefit."

5. Instead Mr Cairns submits that the Lands Chamber of the Upper Tribunal has permitted individual joint tenants to claim for the rent which the individual tenant paid. He cites Marcus v Kwok [2024] UKUT 219 (LC) for this proposition. In that case Dino Kwok and his cousin, Chun Hei Kwok, were joint tenants of a flat in a selective licensing area. The landlord had not obtained a licence. Dino, but not his cousin, brought proceedings for an RRO.

6. The First-tier Tribunal had ordered the landlord to pay Dino £3,025. The landlord appealed on one ground only, namely "that the rent which the appellant had been ordered to repay to the respondent… included rent paid by his cousin, which it should not have done." In the event, Martin Rodger KC, the Deputy President, held that the monies ordered to be repaid to Dina did not include monies paid by his cousin. The point on the right of one joint tenant to claim for an RRO in respect of the rent paid jointly was not taken and was not considered by the Upper Tribunal. Accordingly, the decision is not authority for the proposition that one joint tenant can claim an RRO in respect of that portion of the rent in fact paid by him. The Upper Tribunal simply assumed in the absence of argument that such a claim could be brought.

7. Mr Cairns argued:

> "For further illustration as to the impact of non-party co-occupants, Opara v Olasemo [2020] UKUT 96 (LC) focused on the other occupants' absences as witnesses, rather than co-Applicants. Opara is relevant to the present issue because, as with Mr Kwok, [Mr] Opara was entitled to recover rent under an RRO 'in the absence of co-operation from other residents' (Opara, [31]). Opara's focus on evidence as opposed to standing implicitly demonstrates that the mere fact that only [Mr] Opara had applied for an RRO was not, of itself, fatal to [his] ability to recover the rent [he] had contributed.

8. However, Mr Opara was renting a single room in a house-in-multiple occupation. He was not a joint tenant. The case does not therefore assist.

9. Mr Cairns points out that the Civil Procedure Rules do not apply to the Tribunal, which has of course its own procedure rules, The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. There is nothing, he submits, which corresponds to CPR rule 19.1. Both this Tribunal and the Upper Tribunal do often apply the CPR by analogy in appropriate cases: see most recently Nelson v Southern Electric Power Distribution [2025] UKUT 300 (LC) at [36].

10. However, the real issue is that the provisions of CPR rule 19.1 reflect the substantive law as set out by Snowden J in the passage cited above. If there are joint creditors, all the joint creditors must be party to the claim against the obligor. Once any relevant limitation period has expired, it is no longer possible to cure the fatal defect in a claim by adding a missing joint creditor either as a claimant/applicant or as a defendant/respondent.

11. Mr Cairns then submits that "RROs are a civil penalty arising from criminal wrongdoing, not a civil head of claim. Therefore, they should not be treated as such." We do not accept that there is some third category of "civil penalty" which is neither civil nor criminal. In our judgment, any claim is either a civil claim or a criminal penalty. There is no third category. An application to the Tribunal for an RRO is in our judgment an ordinary civil claim.

12. We note in this regard that the substantive rule in respect of joint creditors protects landlords. One of the reasons landlords grant joint tenancies is so that they can claim the whole rent from any of the joint tenants. If one of several joint tenants could make an individual claim against the landlord, then the landlord is potentially exposed.

13. Firstly, a landlord may not know what rent an individual tenant has paid into the communal fund. The current case is such an example. The tenants each paid different monthly sums towards the total rent. The landlord is not necessarily a party to that agreement between tenants and may know nothing of it. If individual claims were permissible, one tenant could bring proceedings shortly after the end of the tenancy and obtain an RRO for what he or she says they paid (say a half). Another tenant could claim an RRO just before the expiry of the limitation period for what this tenant says he or she paid (say two-thirds). If the tenants exaggerated their rent payments, the landlord might be liable for more than the total rent received by him.

14. Secondly, if the provisions of rule 13(1)(b) of the Procedure Rules are satisfied (unreasonable litigation behaviour), a landlord may have a claim for costs against the applicants. He would have a significantly better chance of enforcing a costs order where all the joint tenants were before the Tribunal than where he has a claim solely against one tenant. Further, it may well be that a group of joint tenants would be less likely to act unreasonably that a single tenant.

15. In our judgment, the failure of all the joint tenants to join in the claim is fatal to the applicants' claim. The claim to an RRO was a joint claim of all the joint tenants at the various relevant times. We can again take October 2023 to illustrate the point. That month Ms Simmons received £926.66 3 from Mr Barratt and £1,036.66 from Ms Sukhani and paid £2,950 to the landlord. The payment was not a payment by £2,950 by Ms Simmons to the landlord. It was a joint payment of £2,950 from Ms Simmons, Mr Barratt and Ms Sukhani to the landlord. Therefore any order of the Tribunal to "repay an amount of rent paid by a tenant" (see the wording of section 40(2)(a) of the Housing and Planning Act 2016) must in this case be an order to pay £2,950 (or a part thereof) to Ms

Simmons, Mr Barratt and Ms Sukhani jointly, because the rent was paid by those three tenants jointly. It would not be an order to pay (if they were all parties) £986.68 to Ms Simmons, £926.66 to Mr Barratt and £1,036.66 to Ms Sukhani (or whatever the appropriate proportion of those figures would be).

16. In the absence of all the joint tenants, the Tribunal has in our judgment no jurisdiction to make an RRO.

GRANT OF PERMISSION TO APPEAL

1. By an application with supporting grounds of appeal, the applicant tenants seek to appeal against our decision to refuse to grant a rent repayment order ("RRO") against the respondent landlord.

2. We note that the grounds of appeal do not dispute that, if a claim made by joint tenants for a rent repayment order is a joint claim, then that is fatal to the claim, if all the joint tenants are not parties. They appear to accept that Snowden J accurately set out the law in Re Maud (No 2) [2018] EWHC 1414 (Ch), [2019] Ch 15 at [108] and that CPR rule 19.1, whilst of course a procedural rule, reflects the substantive law going back at least to the early nineteenth century.

3. Instead the point is taken that a claim for an RRO is always an individual claim by an individual tenant. The grounds of appeal correctly point out that the Housing and Planning Act 2016 "is consistent throughout its provisions in using the singular exclusively to refer to a tenant seeking to apply for an RRO", however, the submissions do not explain why section 6(c) of the Interpretation Act 1978 does not apply. Section 40(2)(a) of the 2016 provides that "an order requiring the landlord under a tenancy of housing in England to… repay an amount of rent paid by a tenant" but by application of the Interpretation Act section 40(2)(a) applies equally to "rent paid by tenants".

4. The difficulty (which the grounds of appeal do not address) is that a particular sum of rent under a tenancy is either paid by a single tenant or it is paid by more than one tenant. The same sum of rent cannot simultaneously be paid by an individual tenant and by joint tenants.

5. We can again take October 2023 as typical. Either Ms Simmons, Mr Barrett and Ms Sukhani jointly paid £2,950 to the landlord, or Ms Simmons individually paid £986.68, Mr Barrett individually paid £926.66 and Ms Sukhani individually paid £1,036.66. It must be one or the other. (There is, we suppose, a theoretical possibility that Ms Simmons alone paid the whole £2,950, but that would neither reflect the facts nor the law.)

6. The difficulty for the applicants is that if the £2,950 was paid jointly by the three tenants then that would constitute "rent paid by tenants" under section 40(2)(a), as interpreted in accordance with the 1978 Act. Immediately the law relating to claims by joint creditors applies thereby debarring a claim to which all the joint creditors were not a party.

7. The grounds of appeal argue:

> "Whilst the present case concerns a section 72(1) Housing Act 2004 licensing offence, section 40(3) of the 2016 Act also includes the offences of violence for securing entry under section 6(1) Criminal Law Act 1977 and the eviction/harassment of occupiers offences under sections 1(2)-(3A) Protection from Eviction Act 1977. It is readily foreseeable that the 1977 offences may be committed against only one tenant under a joint tenancy. It cannot have been Parliament's intention to, at once, provide the victims of such behaviour a statutory remedy in general but to deny those individual tenants that remedy if their rent happens to be labelled as joint and several."

8. We confess that we do not entirely understand this argument. Firstly, a tenant who was the direct target of a violent re-entry or harassment would have a direct tort claim on his or her own behalf. There is no reason why Parliament should not envisage all joint tenants being entitled to make a joint claim for an RRO in addition to the individual tort claim brought the individually aggrieved tenant. Secondly, all that one of several joint tenants would need to do in order to bring a claim for an RRO is add his or her joint tenants as applicants or respondents to the claim to the Tribunal. There is no insuperable burden on tenants by this.

9. The grounds of appeal then argue:

> "It is also readily foreseeable that of a number of joint tenants, one or more may be in receipt of Universal Credit in respect of their element of the rent. That joint tenant would not be able to receive an award under section 44(2). It cannot have been Parliament's intention for a joint tenant for whom an RRO award cannot be made to be a necessary party to the application."

10. However, section 44(3) of the 2016 Act provides:

> "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."

11. Let us suppose that joint tenants A, B and C take in a lodger D, who is on universal credit. If A, B and C made a claim for an RRO, then they would have to give credit for the rent element of universal credit received by D and paid to them for onward transmission to the landlord. Equally, if there were joint tenants, E, F and G with G on universal credit, again there would be no difficulty the three joint tenants making a claim with credit given for the rent element of G's universal credit. It may well be that in dividing up the money received from the landlord, the whole of the RRO money would be paid to E and F, but that would be a matter between E, F and G, not a matter for the landlord to concern

himself or herself with. A joint claim remains a joint claim even if as between the various joint creditors one claimant would receive nothing.

12. The example of the lodger D also shows the difficulty with the argument that each of three joint tenants has an individual claim. Suppose tenant A brings an individual claim for an RRO. Must he or she give credit for the rent paid through D's universal credit? Presumably yes. However, this may be quite unfair. Suppose tenant C has temporarily moved out and brought lodger D in to occupy his or her bedroom. If C brought a separate individual claim for an RRO, then D's rent paid through universal credit should be set off against C's share of the rent. However, if A has already brought a claim, there would be double-counting of D's share of the rent. A landlord might well be in ignorance about the arrangements made among themselves between A, B, C and D. All he or she might know is that universal credit payments have been made in respect of D. These considerations reinforce our view that the legislation requires that A, B and C make a joint claim rather than individual claims.

13. By rule 53(1) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 we must first consider whether to review our decision. Since we consider that we reached the correct decision, we refuse to do so.

14. For the reasons given we do not consider that the proposed grounds of appeal have a reasonable prospect of success. We acknowledge that the Upper Tribunal has in a number of cases proceeded on the basis that it is possible to make an RRO in favour of one of a number of joint tenants. In each of those cases, the point which we have found determinative was not argued, so the cases are not authority in favour of the would-be appellants.

15. However, we note further that the point on joint tenants is point of law of general public importance, which has not been the subject of determination by the Upper Tribunal. In these circumstances, we consider that it is appropriate to grant permission to appeal.

THE LEGISLATION

Section 72(1) of the Housing Act 2004 provides:

"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) and is not so licensed."

Section 254, so far as material, provides:

"(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')…

(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."

Section 40 of the Housing and Planning Act 2016 provides:

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

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to— (a) repay an amount of rent paid by a tenant, or (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy."

Among the relevant offences are sections 72(1) and 96(1).

Section 41(2) provides:

"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 of the 2016 Act provides that the FtT may make a rent repayment order if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44, which provides (in the form in force at the relevant time):

"(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: [The table provides, for the HMO licence offence, '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."