FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AY/HMF/2026/0132**
Property	**:**	**150 Ferndale Road, London SW4 7SA**
Applicants	**:**	**(1) Patrick Hession** **(2) Megan Bowbrick** **(3) Jacob Barrett-Newton** **Will James (withdrawn)**
Representative	**:**	**Mr Hession**
Respondent	**:**	**Abu Shafi**
Representative	**:**	**In person**
Type of Application	**:**	**Application for a rent repayment order by a tenant**
Tribunal Members	**:**	**Tribunal Judge Prof R Percival** **Mr A Morrison MRICS**
Date and venue of Hearing	**:**	**10 Alfred Place**
Date of Decision	**:**	**27 October 2026**

DECISION

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Orders

(1) The Tribunal makes rent repayment orders against the Respondent to each of the Applicants in the following sums, to be paid within 28 days:

Mr Hession: £7,416

Ms Bowbrick: £7,164

Mr Barret-Newton: £7,632

(2) The Tribunal orders under Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 13(2) that the Respondent reimburse the Applicants for the application and hearing fees in respect of this application in the sum of £341. The Applicants must inform the Respondent who paid the fees, and that person or person must be reimbursed by him within 28 days of being informed who to pay.

The application

1. The Tribunal received an application under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for Rent Repayment Orders ("RROs") under Part 2, Chapter 4 of the Housing and Planning Act 2016 dated 11 December 2025. Directions were given on 8 May 2026, and amended on 26 May.

2. The period in respect of which the Applicants claim the RRO ("the relevant period") was given by the Applicants as 25 June 2024 to 24 June 2025. Following the hearing, the Tribunal substitutes the period from 24 June 2024 to 23 June 2025, as the Respondent's defence under section 72(4)(a) became effective on 24 June 2024, and would have been effective for the whole day.

The hearing

Introductory

3. Mr Hession spoke for the applicants. Ms Bowbrick and Mr Barrett-Newton attended. Mr Shafi represented himself. His daughter also attended.

4. The property is a four-bedroom house on three floors (lower ground, ground and first floor).

Withdrawal of Mr James

5. We were informed before the hearing started that there was some question as to Mr James' intention to persist as an applicant. We told the applicants who attended that we must have an unequivocal

statement of Mr James' intention to withdraw before we would consider whether to consent to his withdrawal or not.

6. During the course of the hearing, Mr James emailed the case officer. The email said "Writing to confirm I wish to fully withdraw from my process." We concluded that this was such an unequivocal application to withdraw.

7. The application to withdraw was something of a hybrid of an oral application at a hearing and a written application. We consider that, in the circumstances, the substantive requirements in Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, rule 22(2) have been fulfilled. As regards rule 22(2)(d) and (e), we asked Mr Shafi if he wished to make any submissions in respect of Mr James' application to withdraw, and he said he did not. Insofar as that is not the case, we exercise our powers under rule 6(2) to disapply them.

8. We orally consented to Mr James' withdrawal. Where a party indicates a clear wish to withdraw and their withdrawal does not prejudice any other party, in the absence of some other exceptional circumstance, the Tribunal will consent to withdrawal.

The alleged criminal offence

9. The Applicants allege that the Respondent was guilty of the having control of, or managing, an unlicensed house in multiple occupation contrary to Housing Act 2004 ("the 2004 Act"), section 72(1). The offence is set out in Housing and Planning Act 2016, section 40(3), as one of the offences which, if committed, allows the Tribunal to make a rent repayment order under Part 2, chapter 4 of the 2016 Act.

10. The Applicants' case is that the property was situated within an additional licensing area as designated by London Borough of Lambeth. They provided proof of the scheme and its relevance to the position of the property by means of an email from a council officer, provided in their bundle. The scheme came into force on 9 December 2021.

11. The property was occupied by four people not related so as to be part of a household for the relevant period. The uncontested evidence as to occupation was that Ms Bowbrick took over a room from another tenant on 22 June 2024, and left after the end of the relevant period. Until 18 July 2024, another room was occupied by a Peter Campbell, who was replaced by a Mr Bradle, who in turn left 1 March 2025. He was replaced by Mr James. Both Mr Hession and Mr Barret-Newton were in occupation throughout the relevant period.

12. It was the Applicant's uncontested evidence that the property was their only home during the relevant period.

13. When he was in occupation, Mr Campbell acted as lead tenant, paying the rent for the whole of the house, and collecting contributions from the others. When Mr Campbell left, Mr Hession assumed this role.

14. The uncontested evidence was that the Respondent had made an application for an HMO licence on 24 June 2025, following a visit from an officer from Lambeth Borough Council followed by a letter from Lambeth on 11 June.

15. Mr Shafi agreed the facts as set out above, and said that he did not want to advance a defence of reasonable excuse. The Tribunal independently considered whether the possibility of such a defence arose on the facts, and concluded that it did not.

16. In substance, Mr Shafi did not contest that he had committed the criminal offence.

17. We find beyond a reasonable doubt that Mr Shafi committed the offence during the relevant period. The Tribunal has a discretion not to award an RRO, having found that a relevant criminal offence had been committed. That discretion is to be exercised only in rare cases. We do not consider that there is anything in this case to suggest we should exercise that discretion.

The amount of the RRO

18. In considering the amount of an RRO, the Tribunal will take the approach set out in *Acheampong v Roman and Others* [2022] UKUT 239 (LC) at paragraph 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. …
> (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 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)."

19. In respect of the relationship between stages (c) and (d), in *Acheampong* Judge Cooke went on to say at paragraph [21]

> "I would add that step (c) above is part of what is required under section 44(4)(a) [conduct of the parties]. It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked."

20. As to stage (a), by sections 44(2) and (3) of the 2016 Act, the maximum possible RRO is the rent paid during a period of 12 months, minus any universal credit (or Housing Benefit – section 51) paid during that period.

21. The Applicants were not in receipt of benefits.

22. The total rent paid by the Applicants during the relevant period was as follows:

    Mr Hession: £12,360

    Ms Bowbrick: £11,940

    Mr Barret-Newton: £12,720

23. At stage (b), the utilities were paid by the tenants.

24. In assessing the seriousness starting point under stage (c), there are two axes of seriousness. The first is the seriousness of the offence, compared to the other offences specified in section 41 of the 2004 Act. The offence under section 72(1) is significantly less serious than those in rows 1, 2 and 7 in the table in section 40 of the 2016 Act, and we take that into account (see *Ficcara v James* [2021] UKUT 38 (LC), paragraphs [32] and [50]: *Hallet v Parker* [2022] UKUT 239 (LC), paragraph [30]; *Daff v Gyalui* [2023] UKUT 134 (LC), paragraphs [48] to [49] and the discussion in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC), paragraphs [34] to [39]).

25. We turn to the seriousness of the offence committed by the Respondents compared to other offences against section 72(1).

26. The only issue put forward by the Applicants as relating to the seriousness of this offence was that the fire safety provision was inadequate.

27. Again, the facts were agreed. There was no heat detector or fire blanket in the kitchen area of the large open plan room on the ground floor. There were no smoke alarms in the bedrooms. There were smoke

alarms in the hallway and landings, but they were battery operated. Mr Shafi said they were interlinked, which we accept. The property was equipped with fire doors between the open plan room on the ground floor and the hall and each of the bedrooms and their respective landings or halls. However, none of the fire doors was equipped with self-closers, and they all lacked both smoke seals and intumescent strips.

28. The conditions of the licence required an Grade D LD1 fire detection system of interlinked, wired (with battery back-up) smoke detectors in all halls/landings and bedrooms and a heating detector in the kitchen. Lambeth also required a fire blanket in the kitchen. It was also required that there were fully functioning fire doors – that is, equipped with self-closers, smoke seals and intumescent strips.

29. In answer to questions from the Tribunal, Mr Shafi said that the property was his only rental property. He had bought it as an investment many years ago. He had had a managing agent until about 2018, when the managing agent became insolvent. Since then he had managed the property himself. He did not, until contacted by Lambeth, have in place any mechanism to keep himself updated as to the responsibilities of landlords, except that he read material produced by TDS, the scheme which protected the deposits of his tenants.

30. We note that Mr Shafi took immediate steps to secure a licence once he became aware of the requirement to do so, after only a very brief period, when it was unclear whether he needed a mandatory or additional licence, as the terms of the letter he received from Lambeth were confusing. He had now fully complied with the requirements for fire safety in the property. He had joined a landlord's association to help keep up with legal requirements on landlords.

31. Apart from the extent to which the matters referred to above may be said to relate to the landlord's conduct, no further issues arose at stage (d) of the *Acheampong* process. Neither side made any other allegations in respect of the conduct of the other. Mr Shafi did not put his financial circumstances in issue, and, considered independently, there was nothing to suggest to the Tribunal that we should do so.

32. In assessing the quantum of the RROs at stages (c) (and, to the extent relevant, (d)), we have taken account of the guidance provided by the Upper Tribunal, including particularly where the Upper Tribunal has substituted a percentages award for that made by the First-tier Tribunal in making a redetermination. The key cases are set out in (with respect) a most helpful manner in the course of the re-determination in *Newell v Abbott and Okrojeck* [2024] UKUT 181 (LC) from paragraph [47] to [57]. We do not repeat that material here, but have been guided by it.

33. Summing up, the Deputy President said this, at paragraph [57]:

> the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health

34. In this case, we think the inadequacy of the fire safety provision is a significant matter. The provision, as we have set out above, was well below that which was required (and has now been installed) for an HMO of this description. Particularly serious were the absence of a heat detector and fire blanket in the kitchen, and the inadequacy of the fire doors. Against that, we accept that there was some provision. We also accept that Mr Shafi's failures were a result of ignorance (albeit wilful ignorance, in the sense that he had no system in place to dispel his ignorance), rather than to save money or indifference. We similarly accept that he acted promptly when the necessity for a licence, and the associated necessity to upgrade the system, were made apparent.

35. In *Newell* itself, there was little to indicate either serious aggravation or serious mitigation of the seriousness of the offence, save the length of the offending. In that case, were it not for the length of the offending, the Deputy President would have awarded an RRO of 50% of the maximum. Given that factor, he awarded 60%.

36. We follow a similar approach. Had it not been for the fire safety issues, we would have awarded 50%. With them, the proper RRO is 60% of the maximum.

Reimbursement of Tribunal fees

37. The Applicants applied for the reimbursement of the application and hearing fees paid by the Applicants under Rule 13(2) of the Rules. In the light of our findings, we allow that application.

Rights of appeal

38. 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 Tribunal at the London regional office.

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

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

41. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Judge Richard Percival **Date:** 27 October 2026

Appendix of Relevant Legislation

Housing Act 2004

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.

Housing and Planning Act 2016

40 Introduction and key definitions

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

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

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

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

(3) A reference to "an offence to which this Chapter applies" is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let to 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 or management of unlicensed house

	Act	*section*	*general description of offence*
7	This Act	section 21	breach of banning order

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

41 Application for rent repayment order

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

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

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

(b) the offence was committed in the period of 12 months ending with the day on which the application is made.

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

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

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

42 Notice of intended proceedings

(1) Before applying for a rent repayment order a local housing authority must give the landlord a notice of intended proceedings.

(2) A notice of intended proceedings must—

(a) inform the landlord that the authority is proposing to apply for a rent repayment order and explain why,

(b) state the amount that the authority seeks to recover, and (c) invite the landlord to make representations within a period specified in the notice of not less than 28 days ("the notice period").

(3) The authority must consider any representations made during the notice period.

(4) The authority must wait until the notice period has ended before applying for a rent repayment order.

(5) A notice of intended proceedings may not be given after the end of the period of 12 months beginning with the day on which the landlord committed the offence to which it relates.

43 Making of a rent repayment order

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

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

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

(a) section 44 (where the application is made by a tenant);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

44 Amount of order: tenants

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

(2) The amount must relate to rent paid during the period mentioned in this 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 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,

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