FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00MR/HMF/2025/0627
Property	:	51 Elm Grove, Southsea, Hampshire, PO5 1JF
Applicant	:	Jephison Chitera
Representative	:	
Respondent	:	Maps Housing Limited
Representative	:	Mr Mapungwana, Director
Type of Application	:	Application for a rent repayment order by Tenant Sections 40, 41, 42, 43, 44 & 45 of the Housing and Planning Act 2016
Tribunal Members	:	Regional Surveyor Clist MRICS Judge Pattni-Evans
Date of Hearing & Venue of the Hearing	:	22 September 2026 at Havant Justice Centre
Date of Decision	:	20 October 2026

DECISION

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Decision

(A) The Tribunal is satisfied beyond reasonable doubt that the Respondent has committed the offences of an unlicensed HMO contrary to section 72(1) of the Housing Act 2004 and two harassment offences contrary to section 1(3)and section 1(3A) of the 1977 Act.

(B) In so far as a statutory defence is available, the Tribunal finds that the Respondent had no 'reasonable excuse'.

(C) The Tribunal exercises its direction to make a Rent Repayment Order in the sum of £1581.

(D) The Respondent is required to pay the Applicant the sum of £1581 within 28 days.

The Tribunal gives reasons for the decision below.

Background

1. On 9 October 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) against the Respondent landlord. The amount claimed is stated as, three months rent of £1,980.00. The Applicant states that the property in question did not have an HMO licence.

2. The Tribunal gave Directions on 17th February 2026 for steps to be taken towards a final hearing listed on 23rd April 2026. The Directions gave comprehensive information as to the matters the Tribunal would consider in determining the application, including suggestions as to the type of documents the parties may wish to rely upon.

3. Those steps included dates that the parties should exchange statements and supporting evidence by. The Respondent's date for compliance of the same was the 31st March 2026.

4. On 2 April 2026 the Respondent subsequently made a case management application to postpone these proceedings pending the outcome of proceedings instituted against the Respondent by Portsmouth City Council in the Magistrates court. The CMA did not include a request to amend any earlier dates for compliance.

5. By an order dated 14 April 2026 Judge Dobson stayed these proceedings until 7 July 2026. The Judge noting that the proceedings in the Magistrates court had been listed for a hearing on 30 June 2026. It was not known however how swiftly the latter might progress in the criminal courts thereafter. The parties were directed to notify the Tribunal by 14

July 2026 with the outcome of the hearing in the magistrates court on 30 June 2026 and the timescale thereafter. The Tribunal would then issue further Directions.

6. In ordering the stay of these proceedings Judge Dobson considered the balancing act before the Tribunal. On the one hand the wish to avoid delay. On the other hand the risk of inconsistent outcomes with two sets proceedings and the attraction of allowing a criminal matter to be addressed in the criminal courts (notwithstanding the fact of whether or not the specific criminal offence alleged in this matter was made out was something which this Tribunal was well used to determining). Judge Dobson made the point that a delay in the criminal proceedings may tilt the balance towards restoring these proceedings. He stated that his decision to stay the proceedings until 7 July 2026 was premised on the criminal proceedings proceeding swiftly after 30 June 2026.

7. On the 17 July 2026 Judge Jutton issued further Directions following information received from the Applicant in compliance with Judge Dobson's earlier Directions, notifying the Tribunal by way of an email forwarded from one Angus Kane, a Housing Regulations Officer at Portsmouth City Council, which reported upon the hearing in the magistrates court on 30 June 2026. The email describes the hearing as a plea hearing in which the defendant pleaded not guilty to all offences. The email stated that the alleged offences under the Protection from Eviction Act were to be heard in the Crown Court. That the remaining offences (presumably to include the alleged offence of operating an HMO without a licence) were to be heard in the magistrates court. In that regard a case management hearing had been set down for 6 October 2026 at which a trial date would be arranged. It was not known when that trial date might be. The Tribunal did not receive any correspondence from the Respondent on the matter.

8. Judge Jutton opined that there was a difficult balance to strike in considering whether to further stay the application whilst awaiting the outcome of the criminal proceedings. Notwithstanding, given that the next hearing in the Magistrates court was some 12 weeks away, without any date set for a final hearing, it appeared that the matter may not have resolved for several months. The Applicant had made his application to the Tribunal on 7 October 2025. Given that the Tribunal seeks wherever possible the deal with applications promptly and without delay, to stay the proceedings further to allow the magistrates court proceedings to conclude would on balance, cause an unacceptable delay.

9. Judge Jutton noted that the Applicant had provided a hearing bundle to the Tribunal, in compliance with the earlier Directions. The bundle appeared not to include a statement by the Respondent. As such, given the stay of the proceedings and the passage of time, Judge Jutton made provision to effectively extend time for the Respondent to serve a statement and provision for the Applicant to reply if he wished, in addition to the provision for the filing of an amended bundle to include the Respondent's statement and any reply.

10. Whilst the Applicant made further case management applications surrounding the security arrangements for the final hearing, and a request for the Tribunal to admit a tenancy agreement supplied with the application but omitted from the hearing bundle, the Respondent did not make any further case management applications.

11. The Tribunal was provided with a hearing bundle comprising 44 electronic pages. References in this determination to page numbers in the bundle are indicated as [ ].

12. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

13. The hearing was audio recorded, and the recording serves as the official record of the proceeding.

Law

14. A rent repayment order is an order of the Tribunal requiring the landlord under a tenancy of housing in England to repay an amount of rent paid by a tenant. Such an order may only be made where the landlord has committed one of the offences specified in section 40(3) of the 2016 Act. A list of those offences was included in the Directions issued by the Tribunal.

15. Where the offence in question was committed on or after 6 April 2018, the relevant law concerning rent repayment orders is to be found in sections 40 – 52 of the 2016 Act. Section 41(2) provides that 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.

16. Section 43 of the 2016 Act provides that, if a tenant makes such an application, the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that the landlord has committed one of the offences specified in section 40(3) (whether or not the landlord has been convicted).

17. Where the Tribunal decides to make a rent repayment order in favour of a tenant, it must go on to determine the amount of that order in accordance with section 44 of the 2016 Act. If an order is made, the amount must relate to rent paid during a period, not exceeding 12 months, during which the landlord was committing that offence (section

44(2)). However, by virtue of section 44(3), the amount that the landlord may be required to repay must not exceed:

a) the rent paid in respect of the period in question, less

b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

18. In certain circumstances the amount of the rent repayment order must be the maximum amount found by applying the above principles. The Tribunal otherwise has a discretion as to the amount of the order. However, section 44(4) requires that the Tribunal must take particular account of the following factors when exercising that discretion:

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 any of the specified offences.

The Hearing

19. The hearing was attended by the Applicant, Mr Chitera and for the Respondent, Mr Mapungwana, Director of the same who was accompanied by an observer, Ms Lawrence. Both parties were representing themselves.

20. Mr Mapungwana confirmed his witness Mr Davies, would not be attending the hearing to give evidence as he was out of the country.

21. At the outset of the hearing, the parties agreed to the Tribunal that the contents of the bundle were agreed. The format for the hearing was explained to the parties following the introductions.

22. Mr Chitera made his opening statement, explaining that he sought a rent repayment order on the basis that the respondent had committed a number of offences. He referred to section 72(1) of the Housing Act 2004 in relation to an alleged unlicensed HMO; sections 1(2) and 1(3) of the Protection from Eviction Act 1977 in relation to alleged unlawful eviction and harassment, and section 6(1) of the Criminal Law Act 1977 in relation to alleged violence for securing entry.

23. The applicant sought a rent repayment order of £1,980. He said that this related to rent covering the period from 8 April 2025 to 8 July 2025. He referred the Tribunal to evidence of three payments [19-22] of £625, £960 and £360, the latter said to have been made on 18 June 2025.

24. The Tribunal confirmed Mr Chiterra's witness statement.

25. Mr Mapungwana was invited to question Mr Chitera on his evidence. Mr Mapungwana declined the same and as such, the Tribunal proceeded with its questions.

26. Mr Chitera confirmed that there was not yet have a date for the criminal proceedings being brought by the council, referring to evidence of the same [24].

27. In relation to events in August 2025, Mr Chitera explained that he had been requested to leave the property via Whatsapp on 8 August 2025. The Respondent had visited the Property that day but he had not been at home at that time and alleged that the power was cut off. His son was in the property. The Applicant's case was that the power was cut off in order to cause him to move out, and that this had been said by Mr Mapungwana.

28. The Applicant explained that on 9 August 2025, at about 6.00 am, Mr Mapungwana and another man banged on the entrance door to the flat. The entrance door was locked from inside. He had been asleep and came out to investigate the noise. He described the visit as unannounced. He said that those attending said nothing before pushing their way into the flat, although he had also explained that he had left the Property to investigate the noise.

29. Once Mr Mapungwana and the other man were inside, the Applicant said that he was asked why he had not moved out when he was not paying rent. He explained that he had been experiencing difficulties and said that social services had advised him to stop working for a company because of exploitation. He said that the men questioned why there was food in the kitchen when rent was not being paid. The Applicant explained that the food had been provided by the local authority. Mr Mapungwana replied with comments to the effect that, he wanted to help him as an African, but the white people will only give food and not want to help him further such as paying his rent. He wanted to show them that he was serious about receiving the rent so would pack his belongings and throw them out on the street.

30. Whilst the clothes were being packed by Mr Chitera, the second man, who he now understood to be Mr Davies saw the door key in his hand. He alleged that the man grabbed his hand to obtain the key. The account varied between Mr Davies pushing Mr Chitera out of the Property and Mr Chittera leaving the Property to enter the hallway to call 999. He said that Mr Mapungwana and the other man shouted after him, asking where he was going and chased him down the stairs. He further alleged that they followed him by car after he made the call. He intended to go to the police station but said they caught up with him, the other man grabbed him, and Mr Mapungwana slapped him.

31. The Applicant said that he eventually reached the police station, where he was asked to return later because the station was busy. He subsequently returned to the flat. He said that the police advised that it

was not safe for him to remain there. He packed a few items, including some of his own clothes and his son's clothes, which were put in the police car. He was then provided with emergency accommodation with his 14-year-old son who had been left at the Property during the event.

32. The applicant confirmed that he was not in receipt of Universal Credit. He also said that all bills, including gas, electricity and water, were included in the rent.

33. Mr Chitera referred the Tribunal to a two-page tenancy agreement, explaining that he had made an earlier request to the Tribunal to have the same admitted as supplementary evidence having omitted it from the hearing bundle. Mr Chitera confirmed that it was supplied at the point of his application. The Tribunal asked Mr Mapungwana if he had viewed the document referred to, to which it was said he hadn't. Mr Chitera showed Mr Mapungwana a copy of the first page to which he confirmed appeared to be the document agreed between the parties. He informed the Tribunal that the date of the agreement would have been a typographical error. It was accepted that the Respondnent and the Applicant were the parties to the agreement, at the rent stated for the term provided for within the document.

34. Mr Mapungwana declined to give an opening statement on behalf of the Respondent.

35. The Tribunal confirmed Mr Mapungwana's statement.

36. Mr Mapungwana challenged the Applicant's evidence, stating that there had been a one-year-old child and a 13-year-old child in the Property. He said that he had spoken to the 13-year-old son, had seen toys, and had asked the boy who else was staying there. He said that he had seen evidence of the younger child.

37. It was further disputed that he attended the Property at 6.00 am on 9 August. He believed that the attendance was between about 7.30 am and 8.00 am. It was said that he visited the Property as the Applicant was due to have vacated on the 8th August 2025, that being the date specified on the Section 21 notice.

38. Asked why it had been necessary to attend, he said that he went to the Property on 8 August but the applicant was not there, although the applicant's son was. He returned on 9 August, when he saw the applicant at home.

39. Mr Mapungwana accepted that the first section 21 notice contained an incorrect date, which he described as an error on their [the Respondent's] part. He said that the matter was being dealt with in the Magistrates' Court. He said that Mr Chitera had asked for another notice containing the correct date and that he believed another notice had been served although the same had not been provided within the hearing bundle, nor could he recall the date of its service.

40. It was said that the police were involved. Initially, it was said that Mr Mapungwana called the police because Mr Chitera ran out of the Property leaving a one-year-old child in the house. He said that the Applicant had left the house and was just outside, next to the road, while a minor remained in the building. He later said that he had not personally called the police and was not sure who had done so.

41. In relation to his interview under caution, Mr Mapungwana had said that the Property was occupied by the Applicant, the Applicant's son and 'Brenda's husband'. He said there had been no mention at interview of the one-year-old child, which he believed was due to the interview pre-dating the event in August but he could not be sure of the date that the interview was held. He said he had not been asked about it. He also said that the interview covered other matters and was not confined to licensing of Mr Chitera's property.

42. Mr Mapungwana explained that he had been under the impression that the Property was licensed. He subsequently discovered that the head landlord did not have a licence, although he had believed that the landlord did when he took the lease. It was said that the Respondent had approximately nine other HMO properties, some of which he owned. For properties owned within the family, licences were held by his sister. He said that he had been a landlord for seven years and had operated other HMOs during that period, although he had not himself been a licence holder. He described the Respondent as, in substance, a property management company.

43. It was stated that the landlord had informed him that a licence was in place. He had let other properties with that landlord from 2022. He said that the landlord had not renewed the HMO licence when the relevant scheme was in place, and accepted that he had not undertaken any due diligence such as making an enquiry with the local authority as to whether there was a valid licence in place.

44. Asked when he first became aware that a licence was required, Mr Mapungwana said that the landlord had a mortgage valuation undertaken and was informed that there was no HMO licence in place. He said that this was before the local authority became involved. He was under pressure from the landlord to remove the tenants. He told some tenants that they had to move, and said that this was when the issue occurred with Mr Chittera.

45. It was agreed that all bills were included, including gas, electricity, water and Wi-Fi although no evidence of the same had been provided within the bundle as to the cost of those utilities. He said that he used a company called Hello Mango to handle bills for other properties but did not know the cost attributable to this particular property.

46. With respect to the criminal proceedings, Mr Mapungwana said that plea hearings had repeatedly been adjourned. He referred to a further

hearing in the Magistrates' Court on 6 October 2026 and a Crown Court hearing on 19 October.

47. Mr Mapungwana accepted that Whatsapp conversation history included within the bundle were from the Respondent company [10-17], although not all were sent from him personally. He could not say who had sent them personally, although it would have been an employee at the time. He accepted that the messages related to rent arrears but said that his concern had been HMO licensing.

48. The Tribunal referred Mr Mapungwana to page 15 of the bundle whereby Mr Chitera explained over Whatsapp that he had no recourse to public funds. It was said that the purpose of the enquiry was to see whether the Applicant could obtain help. Initially it was said that he was unsure whether he or somebody else had asked the questions, but subsequently accepted that the communications on this point were from him personally.

49. In addressing the Tribunal's question relating to a message sent to the Applicant regarding a threat to change the locks, Mr Mapungwana said that it was not usual practice to do so. At the time he had two other members of staff. He said that, after finding out that the message had been sent, he requested a visit to Mr Chitera so that they could speak in person and avoid any misunderstanding. He believed that Mr Davies may have sent the message concerning changing the locks, although he was not certain.

50. When invited to make a closing statement, Mr Mapungwana queried when he would have the chance to challenge the Applicant's evidence. The Tribunal explained that he had been offered the opportunity to do so by way of questioning Mr Chitera but he had declined the same. Mr Mapungwana disputed this, however both Tribunal members had the same recollection of events and had recorded the same. The Tribunal explained to Mr Mapungwana that Mr Chitera had now given his evidence and the hearing was closing, notwithstanding, he could make his submissions as to any evidence he challenged or otherwise within his closing statement.

51. In closing, Mr Mapungwana denied the allegations of violence and physically removing Mr Chitera from the Property. The Applicant had instead run out of the house while trying to contact the council, leaving behind a one-year-old son and a 13-year-old son at the Property. He also denied the allegation that the Applicant had been assaulted near a petrol station and said that the alleged assault was not found in CCTV footage.

52. Mr Mapungwana stated that he had not tried to force the Applicant out and disputed that the power had been turned off. He said that when he attended on 8 August 2025 he saw the Applicant's son and therefore left. He said that the son was using an iPad which was plugged in and as

such the Property had power at that time. He did not receive any messages from the Applicant regarding the same.

53. It was also denied that he and his associate had barged into the Property. His case was that the Applicant opened the door himself and allowed them in. He maintained that the allegations were untrue and asked that if the Tribunal was minded to make a rent repayment order, it would take into account his outstanding criminal proceedings.

54. In closing, Mr Chitera said that he had tried his best under the tenancy to be a good tenant and that this was demonstrated by his payments of rent which had included two made in advance. He had expected the landlord to treat him fairly.

Consideration and Decision

Was the Respondent the Applicant's landlord at the time of the alleged offence?

55. The Tribunal has before it evidence of correspondence between the parties relating to the Applicant's occupation and evidence of the Applicant's rent payments. Furthermore, the Respondent accepts that he was the Applicant's landlord throughout his occupation. Whilst the final hearing bundle did not include a copy of the tenancy agreement, the Applicant's application included the same. The Respondent accepted the pertinent terms of the tenancy agreement outlined within the hearing; a six month fixed term commencing 8 April 2025 at a rent of £660 per calendar month.

56. Accordingly, the Tribunal is satisfied that the Respondent was the Applicant's landlord at the time of the alleged offence.

Applying the criminal standard of proof, is the Tribunal satisfied beyond reasonable doubt that the alleged offence has been committed?

57. The alleged offences of which the Respondent is being accused has to be proved to the criminal standard, meaning that the Tribunal must be satisfied beyond all reasonable doubt that the offence has occurred. The Tribunal considers each following offence in turn:

Control or Management of an unlicensed HMO

58. The offence in question is that controlling and/or managing an HMO which was required to be licensed under Part 2 of the Housing Act 2004 ("the 2004 Act") but was not so licensed contrary to section 72(1) of the 2004 Act.

59. The Tribunal is satisfied that the Property was required to be licensed as an HMO during the period of the alleged offence.

60. The Applicant has provided a witness statement from Angus Kane, a Housing Regulations Officer at Portsmouth City Council confirming that the Property fell under the city-wide additional licensing scheme. Further, the Property had previously held an HMO licence which had since lapsed. A new application had not been received, nor had a temporary exemption notice application been made. Following investigations, the Property was found to have been occupied by three tenants forming two separate households.

61. The Respondent accepted that the Property was occupied as such and admitted that a licence was not held for the relevant period.

62. The Tribunal is satisfied that the Property required, but did not have, a relevant licence during the relevant period.

63. The Tribunal is satisfied that the Respondent was the landlord having control of or managing an HMO that was required to be licensed but which was not. Evidence of such was produced in the hearing bundle and was not disputed by the Respondent.

64. The Tribunal finds that the offence of controlling and/or managing an HMO which was required to be licensed under Part 2 of the Housing Act 2004 but was not so licensed contrary to section 72(1) of the 2004 Act is made out.

65. The Tribunal next turned its attention as to whether the Respondent had a reasonable excuse defence for the failure to licence the property.

66. The Respondent admitted that the property was an HMO, and that it required but did not have the appropriate licence. The Respondent had explained that he was a professional landlord with a portfolio of properties, although Mr Mapungwana had described the Respondent as a property management company. The Respondent did not own the subject property but had rather been granted a lease in order to let the Property, a "rent-to-rent" arrangement. It was Mr Mapungwana's understanding that the Property had an HMO licence in place at the time he agreed the lease. He had not undertaken any due-diligence of the same, such as making an enquiry with the local authority, but rather he had relied on his Landlord's word as he had let other properties from him in the past.

67. The Tribunal considered that whilst the Respondent had been candid in this admission, his ground of an assumption based upon trust in the landlord was insufficient to extinguish his culpability. It is incumbent upon any person, or company, particularly those operating as a professional landlord or property manager to ensure that they comply with the relevant housing regulations and law. The Tribunal considers that the Respondent ought to have undertaken appropriate enquiries with the local authority prior to letting the property as an HMO. As such, the Respondent did not have a reasonable excuse.

68. Having established that an offence was committed the Tribunal finds that the offence occurred for the whole of the relevant period.

Violence for Securing Entry

69. The Applicant submitted that the Respondent had committed an offence by way of Section 6 Criminal Law Act 1977 in using violence to secure entry to the subject Property on 9 August 2025. This was disputed by the Respondent.

70. Notwithstanding, both parties agreed that the Respondent, in the form of Mr Mapungwana and Mr Davies visited the subject Property early on the morning of 9 August 2025. It was further agreed that Mr Mapungwana and Mr Davies entered the property at that time.

71. It was Mr Chitera's evidence that he had unlocked the entrance door before Mr Mapungwana and Mr Davies pushed their way through. The Tribunal noted that there were some inconsistencies throughout Mr Chitera's oral evidence and with that of his written statement, with the recollection varying between him opening the door to go out and investigate noise, the door being pushed and him being grabbed and pulled out of his room. The Respondent denied touching the Applicant or 'barging' into the Property.

72. The Tribunal accepts that Mr Chitera's recollection may have been affected by the passage of time and by the stressful and unexpected nature of the events in question. However, applying the criminal standard of proof, namely beyond reasonable doubt, and in light of the inconsistencies in his account as to the circumstances of the Respondent's entry to the Property, the Tribunal is not satisfied so as to make a finding that Mr Chitera opposed the entry, or that Mr Mapungwana and/or Mr Davies used or threatened violence to secure entry within the meaning of section 6(1) of the Criminal Law Act 1977

Unlawful Eviction or harassment of occupiers

73. The Applicant's application was also made on the ground of an offence committed under sections 1(2), (3) or (3A) of the Protection from Eviction Act 1977.

74. With regards to S1(2) of the Protection from Eviction Act 1977 (an alleged unlawful eviction), the Respondent had accepted it had served an invalid Section 21 Notice dated 7 July 2025, requiring the Applicant to leave the Property at the retrospective date of 31 May 2025 [19]. This was described as an error by Mr Mapungwana. It was said that a second notice was served but no evidence of such was included within the bundle. Further, nor had any evidence of a court order for possession adduced.

75. It was Mr Chitera's case that the second notice was also invalid. Evidence was provided showing a Whatsapp message from Mr Chitera

to the Respondent, communicating the same on 8 August 2025, that being the date purportedly given to Mr Chitera to leave the Property. Mr Mapuwungwana accepted that exchange of Whatsapp messages had been between the Applicant and the Respondent company.

76. Mr Chitera did not explain to the Tribunal why the second notice was said to be invalid, although the Tribunal notes that the bundle included a letter from the local authority to the Applicant advising that a landlord is unable to serve a valid Section 21 Notice where a property falls to be an unlicensed HMO.

77. Both parties accepted that Mr Mapungwana visited the Property on the 8 August 2025 to find Mr Chittera's son at the Property. Mr Chitera was not present. It was Mr Mapungwana's belief that Mr Chitera had vacated the Property that day. He later queried this with Mr Chitera via Whatsapp to which Mr Chitera replied that he was informed by the local authority to await a valid Section 21 Notice. He considered the Notice to have been invalid.

78. It was Mr Mapungwana's case that he revisited the Property on 9 August 2026 because Mr Chitera should have vacated. On the basis of the Whatsapp messages exchanged, the Tribunal finds that the Respondent was aware that the Applicant remained in occupation and had not yet vacated the Property. It was clear that the Applicant had not vacated on the 8 August 2025 and that he had not considered there to have been a valid Section 21 notice served.

79. It was Mr Chitera's case that the event that followed on 9 August 2025 amounted fell to an offence(s) under the Protection of Eviction Act 1977.

80. Whilst the Respondent disputed Mr Chitera's submissions as to the nature of the entry of the Property, that violence had been used and the number of children present, there were significant facts that were agreed between the parties.

81. It was firstly agreed that Mr Mapungwana and an employee, Mr Davies visited the Property on 9 August 2025. Mr Mapungwana rejected Mr Chitera's characterisation of Mr Davies as 'mafia'. There was some dispute as to the time of that visit with Mr Chitera suggesting it was around 6am, whilst Mr Mapuwungwana suggested the visit was around 7:30am. Mr Davies' statement provided for the same. No further evidence was provided as to the timing of the visit, however, both parties agree that the visit was early in the morning, with nothing turning on the exact time.

82. Both parties further agreed that Mr Mapuwungwana and Mr Davies entered the Property. It was further agreed the Mr Chitera then left the Property (although the accounts as to the reason varied), and both parties agreed that the Police attended, resulting in Mr Chitera leaving the Property with the Police who had placed him into emergency accommodation. Both parties agreed that Mr Chitera's son aged 14

accompanied Mr Chitera although there was a dispute as to whether there was also a one-year old son in attendance.

83. With regard to the disputed events, the Tribunal has only the oral evidence of the parties, their respective written statement and that of Mr Davies. There was no independent evidence to corroborate either party's version of events.

84. The Tribunal generally favoured the evidence of Mr Chitera to that of Mr Mapungwana. The Tribunal considered that Mr Mapungwana had been evasive and vague at times. The Tribunal did not consider Mr Davies' statement to be reliable as it had not been tested orally at the hearing and Mr Davies had been an employee of the Respondent.

85. The Tribunal considered that there were times where Mr Mapungwana had said that 'we' had called the Police then to say he did not know who had called the Police. Conversely, Mr Mapungwana placed great emphasis on there being a one-year child present at the Property, seeking to discredit Mr Chiterra's evidence.

86. The Tribunal considered the presence of an infant to be an odd matter to be disputed as it was. Whilst nothing turns on whether the child was or was not present, the Tribunal need not make any finding of fact as to the same.

87. Mr Chitera was clear that he had fled the Property to contact the police. He had accepted that he had left his 14 year old son at the Property to do so. The parties gave conflicting accounts as to what happened next, with Mr Mapungwana stating that he and Mr Davies remained outside the Property awaiting the Police to attend, whilst Mr Chitera stated that the two men had chased him and assaulted him at a nearby petrol station.

88. Whilst the Tribunal found Mr Chitera to be generally a reliable witness, there were parts of his account that were of particular detail whilst others were unclear to the Tribunal throughout the course of his oral evidence. The latter surrounded whether Mr Chitera was pushed out of the Property or fled to contact the Police, it was further unclear as to whether the Police attended following a visit to the Police Station or in response to a telephone call, or both. There was little evidence given in relation to the assault itself orally, with Mr Chitera's written statement being, regrettably, brief.

89. The Tribunal therefore finds difficulty in making a finding that the pursuit and assault occurred given the limited and opaque evidence relating to the same. The Tribunal remains mindful of the standard of proof required, that being beyond reasonable doubt and further mindful of making such a finding given the ongoing criminal proceedings for the Respondent.

90. Notwithstanding, the Applicant gave a detailed account of events inside

the Property whereby Mr Mapungwana told the Applicant to pack his belongings, or he would, and inspected the kitchen to see how much food was being stored by the Applicant. It was said that the Applicant had explained that he received charitable donations for the same to which Mr Mapungwana questioned the purpose of providing food yet there had been no assistance to pay his rent. The Tribunal accepts this evidence.

91. The Tribunal considers that Mr Chitera's allegation that Mr Davies removed or attempted to remove the key from his hand was inconsistent. It was not clear whether Mr Davies had successfully removed the key or attempted to do so. Further, Mr Chitera's account was not clear as to whether he was then pushed out of the Property or he fled to the hallway. The Tribunal is therefore unable to make a finding that the Respondent removed, or attempted to remove the key from Mr Chitera or that he was pushed out of the Property.

92. The Tribunal finds that the purpose of Mr Mapungwana's visit on the 9th August 2025 was to regain possession of the Property, having the belief that he was entitled to the same on the 8th August 2025 and being aware that Mr Chitera remained in occupation at the time of his visit on the 9 August 2026. Further, with regards to the visit being unannounced, and prior to normal business hours of 9am whilst in the presence of Mr Davies, the Tribunal finds that visit intended to cause fear or intimidation to induce the Applicant to vacate the Property.

93. Having made such findings, the Tribunal turns its attention to Section 1(2), (3) and (3a) of the Protection from Eviction Act 1977:

> *(1)In this section "residential occupier", in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.*
>
> *(2)If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.*
>
> *(3)If any person with intent to cause the residential occupier of any premises—*
>
> *(a)to give up the occupation of the premises or any part thereof; or*
>
> *(b)to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;*
>
> *does acts **[**likely**]** to interfere with the peace or comfort of the residential occupier or members of his household, or persistently*

withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A)Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a)he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b)he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

94. With regard to an alleged offence under Section 1(2) of the Protection from Eviction Act 1977, the Tribunal firstly considers the constituent parts. Firstly, Mr Mapungwana and Mr Davies from the Respondent company and the Landlord of Mr Chitera and accordingly fall into the meaning of 'any person'.

95. Secondly, that Mr Chitera falls to be a residential occupier, having let a room at the Property under a tenancy agreement.

96. Next, the Tribunal considered whether the Respondent unlawfully deprived Mr Chitera, or attempted to do so, of any premises of his occupation, or part thereof. The Tribunal considers that an unlawful deprivation, or attempt, would usually entail an action undertaken resulting from the tenant being deprived from occupation, or an attempt of the same. The key consideration for the Tribunal was what action was taken by the Respondent and did the same lead to a deprivation of occupation.

97. The Tribunal considers that in light of its earlier findings relating to the account of the circumstances and nature of deprivation being unclear, the Tribunal is unable to make a finding of any act amounting to an unlawful eviction under the terms of S1(2) Protection from Eviction Act 1977.

98. Section 1 (3) and (3A) of the Protection from Eviction Act deal with harassment. The fundamental differences between each being that S.1(3) can be committed by any person with an intent to deprive a residential occupier of their premises or to refrain from exercising any right or pursuing any remedy in respect of the premises carrying out acts likely to cause interference and S.1(3A) being a landlord or agent carrying out acts which he knows, or has reasonable cause to believe,

that that conduct is likely to cause the residential occupier to give up the occupation or refrain from exercising any right or pursuing any remedy in respect of the premises. Both include acts as to the persistent withdrawal of services and S.1(3A) includes provision for a defence at S1(3B) where reasonable grounds are proven for doing such acts or withdrawing or withholding the services in question.

99. In respect of its findings above as to the reasoning and motivation behind the Respondent's visit to the Property on 9th August 2025, the Tribunal is satisfied that the Respondent was 'any person' having intent to cause Mr Chitera to give up his occupation of the premises. Mr Mapungwana's evidence was clear that he believed Mr Chitera should have left the Property on 8th August 2026. It was admitted that the first Section 21 notice was invalid, a second notice had been served and it was accepted that messages had been sent from the Respondent's company to Mr Chitera requesting that he leaves the Property with a threat to change the locks and make things difficult for the Applicant and his family. The Tribunal finds that these actions show both an intention to deprive Mr Chitera from his premises and were acts likely to interfere with the peace or comfort of Mr Chitera and his family. The unannounced visit early in the morning of the 9 August 2025 with Mr Davies was a further act to interfere with Mr Chitera's peace or comfort.

100. For the avoidance of doubt, the Tribunal does not consider that the Respondent persistently withdraw services as the Applicant referred to only one event of the same on 8 August 2026, rather than multiple events. In respect of that occasion, the Tribunal was not satisfied that the Respondent had withdrawn the supply of electricity as the Applicant supplied little detail of the event such as timings and the Tribunal considered that there could have been other causes such as a power cut. The Tribunal could not therefore, be satisfied beyond reasonable doubt that the same occurred.

101. The Tribunal is satisfied, beyond reasonable doubt, that the Respondent, as Mr Chitera's Landlord carried out acts which he knew, or had reasonable cause to believe that his requests for Mr Chitera to leave, Section 21 notices, threat and ultimately the visit on the 9 August 2025 would likely cause Mr Chitera to give up his occupation of the Property, committing a further offence under S1(3A). The Tribunal finds that the purpose of those acts was to cause Mr Chitera to give up his occupation and the same interfered with his peace or comfort.

102. As with the reasoning under S1(3), the Tribunal does not make a finding that the Respondent persistently withdrew services.

103. Mr Mapungwana did not raise any potential defence to which could fall under S1(3B). Notwithstanding, the Tribunal asked a range of questions to Mr Mapungwana to establish whether there were any reasonable grounds for his conduct.

104. It was clear to the Tribunal that Mr Mapungwana believed that Mr

Chitera should have vacated the Property on the 8 August 2026 and felt justified in his actions to arrange for the same. There was no evidence before the Tribunal that the proper legal process had been followed, nor any evidence as to a court order. It is incumbent upon any landlord to follow the due processes and procedures relating to housing law. Ignorance of the same is not reasonable, particularly as a professional and experienced landlord such as the Respondent. For this reason, the Tribunal finds that the Respondent did not have any reasonable grounds for his actions or conduct.

105. The Tribunal is therefore satisfied, beyond reasonable doubt that the Respondent has committed an offence under Section 1(3A) Protection from Eviction Act 1977.

Exercising its discretion, should the Tribunal make a Rent Repayment Order?

106. Section 43 of the 2016 Act provides that the Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies.

107. The Tribunal is satisfied that, in this instance, that 3 offences have been made out and considers it is appropriate to make an order.

Determining the amount of the Rent Repayment Order

108. In determining the quantum of an Order, Section 44 of the 2016 Act requires the Tribunal to have regard to specific factors. In particular, Section 44(4) refers to the conduct of the landlord and the tenant, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of an offence to which this Chapter applies.

109. In *Acheampong v Roman* [2022] UKUT 239 the Upper Tribunal provided guidance on how to calculate the appropriate Order. In summary, the Tribunal is advised to:

    i. Ascertain the whole of the rent for the relevant period;

    ii. Subtract any element of that sum that represents payment for utilities that only benefitted the tenant;

    iii. Consider how serious the offence was and what proportion of the rent, after deductions, is a fair reflection of the seriousness of the offence;

    iv. Finally, 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) and as referred to in paragraph 64 above.

110. Taking each in turn.

111. The Applicant claims the relevant period is 8 April 2025 to 8 July 2025

to which the Applicant has limited to his rental payments rather than the length of his occupation. The Tribunal notes that where an offence is committed under the Protection of Eviction Act 1977, the relevant period is the 12 months preceding the date the offence(s) was committed. The Applicant's period of claim is within this timeframe. The total rent claimed by the Applicant is £1,980, which consists of payments made between April and June 2025 [20-23].

112. The Applicant stated that the rent included all bills. The Respondent agreed, stating this was gas, electricity, water and Wifi although the Respondent did not provide evidence as to the cost of the same. It was said that the bills for all the properties let by the Respondent were covered under a single payment to a specialist company providing the same. It was not therefore possible to provide a figure for the subject property.

113. The Tribunal is under no obligation to make a deduction for utilities where a Respondent has failed to provide evidence of the cost of the same. The Tribunal, however, considers it reasonable to make such an allowance whereby the Applicant had the benefit of such utilities. On the basis of the Tribunal's expert knowledge and experience, the Tribunal considered that the sum of £30 per month was appropriate.

114. The Tribunal then deducted this figure from the Applicants' rental payments, arriving at a net rent of £1,860 representing the four months of occupation.

115. The Tribunal is next required to decide how serious the offences were, 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 when compared to other examples of the same type of offence. From there, the Tribunal will consider what proportion of the rent is a fair reflection of the seriousness of this offence.

116. Turning to the former of these two points the Tribunal reminded itself of the guidance provided by the Upper Tribunal in *Newell v Abbott & Okrojek* [2024] UKUT 181 (LC), where, at paragraph 38, the Upper Tribunal referenced previous Tribunal guidance handed down within *Acheampong* and in *Hallet v Parker* [2022] UKUT 165 (LC) commenting that, in a list of housing offences which includes the use of violence to secure entry, unlawful eviction and failure to comply with an improvement notice, a licensing offence is relatively of lesser seriousness.

117. In *Daff v Gyalui* [2023] UKUT 134 (LC) the Upper Tribunal went further and, at paragraph 48 and 49 of the decision, the Deputy Chamber President attempted to rank the housing offences by reference to their general seriousness. At paragraph 49, Judge Martin Rodger KC refers to the offence of controlling or managing an unlicensed HMO as *"generally of a less serious type. That can be seen by the penalties*

prescribed for those offences which in each case involve a fine rather than a custodial sentence." Judge Rodger KC continues *"Although generally these are lesser offences, there will of course be more or less serious examples within each category."* The Tribunal reminded itself that circumstances pertaining to a licensing offence may vary significantly.

118. Turning to the circumstances of this case, the Respondent has committed three offences. It should be noted that regardless of the number of offences committed, the Tribunal is limited to making a single rent repayment order.

119. The Applicant did not make any submissions as to the condition of the Property, or as to any matter concerning the seriousness of the licensing offence. The Tribunal therefore makes no consideration in respect of the same.

120. With respect to the two offences under the Protection from Eviction Act 1977, both are in relation to harassment. The Tribunal considers the acts committed by the landlord are of considerable seriousness when compared to other examples of the same types of offences under S1(3) and S1(3A) in consideration of the threat to change the locks and the unannounced visit on the 9 August 2025 from Mr Mapungwana and Mr Davies whereby Mr Chitera faced an interrogation and told to take his belongings and leave the Property. Despite the Tribunal's reluctance to make any findings relating to any physical acts committed owing to the evidential standard required, the parties agreed that Mr Chitera fled the Property and contacted the Police, leaving his child(ren) inside the Property. The Tribunal considers such acts to be at the upper end of harassment offences.

121. The Respondent submitted that it had mistakenly believed that the Property had an HMO licence in place by way of an explanation for the licensing offence. The Tribunal does not consider this to be a mitigating factor in consideration of the Respondent's status as an experienced, professional landlord who failed to undertake any due-diligence.

122. With relation to the harassment offences, Mr Mapungwana explained that Mr Chitera should have vacated the Property on the 8 August 2025. The Respondent adduced no evidence that the lawful eviction process had been followed or of a court order. The Tribunal does not consider the Respondent's explanation to form any basis of mitigation for the offences committed.

123. It is incumbent upon any landlord to be aware of the relevant statutory and regulatory requirements. In failing to obtain the necessary HMO licence and follow the due process in obtaining possession, the Respondent failed to meet such requirements.

124. The Tribunal therefore considered that it in respect of the licensing offence, the same was reasonably low when compared to other types of

offences in respect of which a rent repayment order can be made. However, with respect of the harassment offences under S.1(3) and S.1(3A) of the Protection from Eviction Act 1977, those under the higher end of the scale.

125. When compared to other offences of the same type, the Tribunal also considered the licensing offence to be relatively low but in consideration of the two harassment offences, they were at the upper end owing to the event on 9 August 2025, in particular.

126. With this in mind, the Tribunal considered a starting point of 80% of the proportion of the rent was appropriate.

127. Finally, turning to those factors set out in s.44(4) of the 2016 Act the Tribunal finds that the tenant's conduct was reasonable throughout his occupation, although noted that he had fallen into rent arrears for the month of July 2025, in addition to August 2025 whereby a rental payment was due on the 8th. The Tribunal considered it unfortunate that the Applicant had no recourse to public funds to enable him to make the rental payments to the Respondent.

128. The Tribunal declines to make a finding, as suggested by the Respondent that the Applicant's conduct was poor owing to the alleged occupation of another one-year old child. There had been no further evidence, other than Mr Mapungwana and Mr Davies witness statements, the reliability of such having already questioned above and with Mr Kane's statement evidencing just one child being in occupation. Notwithstanding, had the Tribunal been minded to make a finding that two children had been in occupation and left at the property unattended, the Tribunal would not have been minded to make an any finding of poor conduct on this point, as the Tribunal consideration is to the conduct of Mr Chitera in his capacity as a Tenant.

129. The Tribunal therefore applies a downward adjustment to its starting point of 5% for the rent arrears, arriving at 75%.

130. The Tribunal found that the Landlord's conduct towards the end of the Applicant's occupation to have been significantly poor. The Respondent had threatened to change the locks to the Property via Whatsapp, served at least one invalid section 21 notice dated 7 July 2025 [18], made an unannounced accompanied visit leading the Applicant to flee the Property, and be placed in emergency accommodation thereby committing 3 separate housing offences (as above).

131. In consideration of such, the Tribunal considers it necessary to make a upward adjustment of 10% to reflect the Respondent's conduct.

132. There was no evidence before the Tribunal that the First Respondent had at any time been convicted to date of a relevant offence to which Part 2 Chapter 4 of the Housing and Planning Act 2016 applies. Whilst proceedings are ongoing in relation to the subject offences, the outcome

of such has yet to have been determined. The Tribunal therefore makes no deduction of such.

133. On that basis the Tribunal determines that an appropriate order is 85% of the rent paid and makes an order for:

£1581

134. The sum is payable to the Applicant within 28 days of the date of this decision.

135. The Applicant did not seek reimbursement of the Tribunal's application and hearing fees.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.

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

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.