FIRST - TIER TRIBUNAL

PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HQ/HMC/2026/0005
Property	:	Flat 6 Maitlands, 8 Portarlington Road, Bournemouth, BH4 8BT
Applicants	:	Shirley Palmer Peter Palmer
Representative	:	
Respondent	:	Steven Pinkerton
Representative	:	
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	:	Tribunal Judge Bowden Tribunal Member Mr P Cliffe-Roberts FRICS
Venue	:	Havant Justice Centre
Date of Hearing		29 October 2026
Date of Decision	:	09 November 2026

DECISION

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This is a formal order of the Tribunal which must be complied with by the parties.
Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Summary of Decision

(1) The Applicants' application for a rent repayment order against the Respondent Landlord is refused.

(2) The Applicants' application for reimbursement of fees is refused.

Background

1. The Applicant seeks a rent repayment order (RRO) against the Respondent landlord under section 41 of the Housing and Planning Act 2016.

2. In the Directions dated 11 August 2026, it is recorded that:

   a. The Applicants had confirmed that the amount claimed was £3,750.00 for rent paid from 5 November 2025 to 4 February 2026 and alleged that the Respondent has failed to comply with an Improvement Notice.

   b. To determine the application, the Tribunal needs to be satisfied beyond a reasonable doubt that the landlord has committed one or more of the offences outlined in Chapter 4, paragraph 40 (3) of the Housing and Planning Act 2016.

   c. The Applicants needed to make clear the offence/s relied upon, the amount and the period of rent repayment that is claimed and provide evidence of such within their statement of case.

   d. The Respondent Landlord needed to file/re-file the evidence he wished to rely on in accordance with the 11 August 2026 directions.

3. The 11 August 2026 directions required the Applicants to send to the Respondents a number of documents including:

a. A signed and dated statement with a statement of truth (i.e. "I believe that the facts stated in this witness statement are true").

b. The statement to set out the amount of rent claimed, the period for which the rent is claimed and the grounds for the application, including the details of the alleged offence relied upon by the Applicant.

c. Any written evidence from the local authority regarding the alleged offence by the Respondent, i.e. a witness statement

d. A copy of the tenancy agreement;

e. Confirmation as to whether any Universal Credit has been received by the Applicants together with supporting evidence of what has been received.

4. The 11 August 2026 directions urged the Respondent to get independent legal advice, and required the Respondent to send to the Applicants a number of documents including:

a. A signed and dated statement with a statement of truth (i.e. "I believe that the facts stated in this witness statement are true") setting out whether the Respondent agrees or disagrees with the Applicants' case. If the Respondent disagrees, s/he must give his reasons in full.

b. Any written evidence from the local authority regarding the offence alleged by the Applicant, i.e. a witness statement

c. Evidence of the amount of any universal credit/ housing benefit/ rent received in the period;

d. Evidence of financial circumstances including any outgoings, such as utility bills, paid by the landlord for the let property during the period;

e. A statement as to any circumstances that could justify a reduction in the amount of any rent repayment order.

The Hearing

5. The Applicants and the Respondent appeared in person. There was a 366-page hearing bundle. There was no statement from BCP Council.

6. The Applicants had informed the Tribunal via email that they alleged an offence under the Housing Act 2004 s.30(1): failure to comply with an improvement notice served by Bournemouth Borough Council.

Agreed facts

7. On 05 November 2025 the Applicants moved into Flat 6, Maitlands, 8 Portarlington Road, Bournemouth, Dorset, BH4 8BT (the Property).

8. The Tenancy Agreement details are:

   a. Dated 05 November 2025

   b. Tenants were Shirley and Peter Palmer

   c. The Landlord is named as Mrs Caroline Watson

   d. Landlord's agent is Winkworth, Wombourne.

9. The Improvement Notice and key date chronology is:

   a. 31 December 2025: Improvement Notice served on Mr Pinkerton and Mrs Watson. The copy provided to the Tribunal was under cover of a letter to the Applicants; the Respondent accepted that the 31 December 2025 Improvement Notice had been served on him and that he had not appealed it.

   b. 26 January 2026: Commencement date for Schedule of Works for Section 11 items 1-6 and Schedule of Works for Section 12 items 1-8

10. 24 January 2026: The Palmers move out of the Property; the Palmers say that BCP informed them that the Improvement Notice would be suspended when they moved out.

    a. 30 January 2026: Improvement Notice Completion date for Schedule of Works for Section 11 items 1-6

11. 04 February 2026: the date that the Palmers say they paid rent until.

a. 18 February 2026: the date that the council say they served the Suspended Improvement Notice – but also in the notice of revocation says that there was an Improvement Notice served on 18 February 2026.

b. 02 March 2026: Improvement Notice Completion date for Schedule of Works for Section 12 items 1-8

c. 29 July 2026: Improvement Notice revoked.

Evidence

12. Mrs Palmer gave oral evidence on behalf of both Applicants; in summary, her evidence was:

    a. Her evidence was as per the documents within the bundle.

    b. The Palmers moved out of the property on 24 January 2026 but had paid rent up to 04 February 2026.

    c. While they were in the property, the items on the sections 11 and 12 schedules of work were not addressed.

13. Mr Pinkerton gave oral evidence; in summary, his evidence was:

    a. The Improvement Notice had been served on him

    b. He has not appealed it

    c. He was not told about the inspection being carried out a month earlier

    d. He and his wife were navigating a difficult time; his wife had had a serious health diagnosis

    e. Many of the items on sections 11 and 12 schedules of work were not necessary; some were impossible and others simply wrong.

    f. The Improvement Notice was suspended.

    g. He contacted BCP council, spoke to them about the schedules of works and sent them all the information.

    h. The only remedial work he had to do was replace a light bulb – this satisfied the hazard note in s.21 Schedule of Work item 5.

i. There were no issues with the hot water, the pressure, or the windows.

j. It was impossible to externally vent the bathroom as it would have to go out via the neighbour's flat.

14. There was no hole in the bedroom wall that posed a vermin risk; the building was of concrete construction.

a. The Improvement Notice was suspended and then revoked without him having to do the remedial work on the Schedule of Work.

The issues

15. The issues are: (a) whether the Respondent committed the alleged offence under section 30(1) of the Housing Act 2004; and (b) if so, whether a rent repayment order should be made and in what amount.

The Law

16. The relevant statutory provisions are set out in the Schedule to this decision.

17. Under s.30(1) of the Housing Act 2004 (HA 2004), where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

> ***30 Offence of failing to comply with improvement notice***
>
> *(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.*

18. The time when an improvement notice becomes operative is determined by s.15 of the HA 2004.

> ***15 Operation of improvement notices***
>
> *(1) This section deals with the time when an improvement notice becomes operative.*

(2) The general rule is that an improvement notice becomes operative at the end of the period of 21 days beginning with the day on which it is served under Part 1 of Schedule 1 (which is the period for appealing against the notice under Part 3 of that Schedule).

(3) The general rule is subject to subsection (4) (suspended notices) and subsection (5) (appeals).

(4) If the notice is suspended under section 14, the notice becomes operative at the time when the suspension ends.

This is subject to subsection (5).

(5) If an appeal against the notice is made under Part 3 of Schedule 1, the notice does not become operative until such time (if any) as is the operative time for the purposes of this subsection under paragraph 19 of that Schedule (time when notice is confirmed on appeal, period for further appeal expires or suspension ends).

(6) If no appeal against an improvement notice is made under that Part of that Schedule within the period for appealing against it, the notice is final and conclusive as to matters which could have been raised on an appeal.

19. The commencement date of the Improvement Notice is set by s.13. Under s.13(3), this states that the notice may not require any remedial action to be started earlier than the 28th day after that on which the notice is served. In this case, the remedial work commencement date was 26 January 2026. The Improvement Notice was served on 31 December 2025; the earliest date to commence the remedial work would be 28 January 2026.

13 Contents of improvement notices

(1) An improvement notice under section 11 or 12 must comply with the following provisions of this section.

(3) The notice may not require any remedial action to be started earlier than the 28th day after that on which the notice is served.

Consideration

20. The burden of proof is on the Applicants, and the standard of proof is beyond a reasonable doubt.

21. The Applicants' evidence is that the Improvement Notice was served on 31 December 2025; this is not challenged by the Respondent. The date it became operative is 21 January 2026.

22. The Improvement Notice itself required the Respondent to commence work by 26 January 2026; however, under s.13(3) of the HA 2004, the date for commencing work could not have been before 28 January 2026.

23. The Applicants' evidence was that they moved out of the property on 24 January 2026 and notified the council. The Applicants' evidence was that the council told them that the Improvement Notice would be suspended when they moved out. The Tribunal accepts the Applicants' evidence.

24. The evidence is that the council served a suspended Improvement Notice on 18 February 2026. The Tribunal does not have a copy of that notice. The BCP email dated 31 July 2026 says:

> *In addition to Mr Pinkerton's email, when the tenants vacated the property, a suspended Improvement Notice was served on 18 February. The required works were suspended until the property was re-let.*
>
> *Mr Pinkerton has since provided correspondence, invoices and photographs confirming that the required works have been completed. Because of this information, I revoked the Improvement Notice.*

25. The date of service is specified, but the date of suspension is not. The email links the suspension to the Palmers moving out. The evidence leaves a reasonable doubt as to the date that the Improvement Notice

was suspended and a realistic possibility that it was suspended when the Palmers moved out on 24 January 2026, before the commencement date for remedial works.

26. It is agreed by the parties that the Respondent was not present during the inspection on 29 December 2025. The Respondent's evidence is that, after speaking to the council, he was not required to carry out the Schedule of Works, and all the work he did was to replace a light bulb, and this satisfied the council in relation to the Section 12 Schedule of Work item 5. Ultimately, the Improvement Notice was revoked. The Tribunal accepted the Respondent's evidence as to the work he carried out. It was unchallenged and supported by the fact that the Improvement Notice was suspended and then revoked.

27. There was no witness statement from BCP Council that set out the timings of the various notices, or the basis of the notices/suspension/revocation, or any detail of the work that was or was not required in order for the Improvement Notice to be revoked.

Decision

28. The Applicants' application for a rent repayment order against the Respondent Landlord under section 41 of the Housing and Planning Act 2016 and Housing Act 2004 s.30(1) due to the Respondent's failure to comply with an improvement notice served by Bournemouth Borough Council on 31 December 2025 is refused.

Reasons

29. The Tribunal cannot be satisfied beyond reasonable doubt that the Respondent breached the Improvement Notice. The BCP email dated 31 July 2026 indicates that the suspension of the Improvement Notice was linked to the Palmers moving out. The Tribunal has accepted the Palmers' evidence that the Improvement Notice was suspended when they moved out. The Palmers moved out before the Improvement Notice remedial work commencement date of 26 January 2026. It is possible that the Improvement Notice was suspended before the Improvement Notice remedial work commencement date of 26

January 2026; therefore, there would not have been a breach of the Improvement Notice.

Application for refund of fees; Rule 13(2)

30. The Applicant applied for an order against the Respondent for reimbursement of the application fee of £114.00 and the hearing fee of £227.00.

31. The Respondent, via 11 August 2026 directions, was required to include written representations in his statement on whether he should reimburse the Applicant. He did not include any written representations.

Consideration

32. The Tribunal's discretion is broad. Having considered the parties' cases, the outcome and the application.

33. There is no automatic right to reimbursement, nor is there a presumption in favour of the 'winner'. The Tribunal is ordinarily a cost-neutral environment, and this extends to Tribunal fees; i.e. the starting point is that there is no order for reimbursement of fees.

34. The Applicants' application has been refused; that is not in itself a reason to refuse their application for reimbursement of fees, but it is a factor to be borne in mind.

Decision

35. There is no reason for the Tribunal to depart from the usual position of not ordering reimbursement of fees.

36. The Applicants' application for reimbursement of their fees is refused.

Name: Tribunal Judge Bowden **Date:** 09 November 2026

RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such an 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 such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

SCHEDULE

Relevant statutory provisions
Housing and Planning Act 2016

Section 40

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

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to – (a) repay an amount of rent paid by a tenant …

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

	Act	***section***	***general description of offence***
1	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc.
5		section 72(1)	control or management of

			unlicensed HMO
6		section 95(1)	control or management of unlicensed house
7	This Act	section 21	breach of banning order

Section 41

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

(2) A tenant may apply for a rent repayment order only if – (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

Section 43

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

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

(3) The amount of a rent repayment order under this section is to be determined in accordance with – (a) section 44 (where the application is made by a tenant) …

Section 44

(1) Where the First-tier Tribunal decides to make a rent repayment order

under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2) The amount must relate to rent paid during the period mentioned in the table.

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

(3) The amount that the landlord may be required to repay in respect of a period must not exceed – (a) the rent paid in respect of that period, less (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account – (a) the conduct of the landlord and the tenant, (b) the financial circumstances of the landlord, and (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

Housing Act 2004

30 Offence of failing to comply with improvement notice

(1) Where an improvement notice has become operative, the person on whom the notice was served commits an offence if he fails to comply with it.

(2) For the purposes of this Chapter compliance with an improvement notice means, in relation to each hazard, beginning and completing any remedial action specified in the notice—

(a) (if no appeal is brought against the notice) not later than the date specified under section 13(2)(e) and within the period specified under section 13(2)(f);

(b) (if an appeal is brought against the notice and is not withdrawn) not later than such date and within such period as may be fixed by the tribunal determining the appeal; and

(c) (if an appeal brought against the notice is withdrawn) not later than the 21st day after the date on which the notice becomes operative and within the period (beginning on that 21st day) specified in the notice under section 13(2)(f).

(3) A person who commits an offence under subsection (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(4) In proceedings against a person for an offence under subsection (1), it is a defence that he had a reasonable excuse for failing to comply with the notice.

(5) The obligation to take any remedial action specified in the notice in relation to a hazard continues despite the fact that the period for completion of the action has expired.

(6) In this section any reference to any remedial action specified in a notice includes a reference to any part of any remedial action which is required to be completed within a particular period specified in the notice.

(7) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(8) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section, the person may not be convicted of an offence under this section in respect of the conduct.