FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AC/HMF/2026/0065**
Property	**:**	**Flat 3, 757a North Finchley High Road, London N12 8LD**
Applicant	**:**	**Helen Bockelaar**
Representative	**:**	**In person**
Respondent	**:**	**J.T. Wheeler Properties**
Representative	**:**	**N/A**
Type of application	**:**	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	**:**	**Judge N O'Brien** **Ms F MacLeod MCIEH**
Date of Determination	**:**	**17 November 2026**

DECISION

DECISION OF THE TRIBUNAL

(1) The Tribunal makes a rent repayment order against the Respondents in the total sum of £4531.98.

(2) The Respondents must reimburse the tribunal fees paid by the Applicant in the sum of £341.

(3) The above sums are to be paid within 28 days of receipt of this determination.

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THE PROCEEDINGS

1. On 28 October 2025 the tribunal received an application under s.41 of the Housing and Planning Act 2016 (the 2016 Act) from the Applicant for a rent repayment order (RRO) relying on s.72 of the Housing Act 2004 (the 2004 Act). The Applicant asserts that the Respondent committed an offence of having control of or managing an unlicensed property in multiple occupation that was required to be licensed pursuant to an additional licencing scheme but was not so licensed. She sought a RRO in respect of rent paid for the 10-month period from 1 November 2024 to 30 August 2025.

2. The Tribunal issued directions on 13 March 2026 and subsequently the Tribunal listed this matter for a hearing on 14 October 2026. The directions required the Respondent to file a bundle of documents on which it intended to rely by 29 May 2026. No such bundle was filed, and following notification from the tribunal that it was minded to debar the Respondent from further participation in the proceedings, which was not responded to, the Respondent was debarred for failure to comply with the tribunal's directions pursuant to Rule 9(8) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 by order of Judge Korn dated 29 September 2026.

THE HEARING

3. The Applicant attended the hearing in person. The Respondent did not attend and was not represented.

4. The Tribunal considered whether it should exercise its power to proceed in the Respondent's absence pursuant to Rule 34 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013. In order to do so the tribunal has to be satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the Respondent of the hearing and that it would be in the interests of justice to proceed.

5. We noted that all communication with the Respondent both by the Applicant and by the Tribunal was to an email address supplied to the Applicant by the previous owner of the premises; jean999stitch@yahoo.co.uk. That email address was provided to the Applicant on 11 November 2024 by the representatives of her previous landlord following the sale of the subject property to the Respondent. We noted that the Applicant's bundle contained an email sent by the Applicant to that email address which the recipient forwarded to a Mr Oki Harniman who proceeded to engage with the Applicant regarding the property and held himself out to be acting on behalf of the landlord variously as the CEO of the Respondent or the Respondent's property manager. This person

also goes by the name Christopher Harniman. The Applicant told the Tribunal that the last communication she had had with Mr Harniman was an email which he sent dated 10 June 2026. Additionally she included an email dated 24 March 2026 that she sent both to the above email address and to Mr Harniman alerting the Respondent to the fact that she had made this application to the tribunal.

6. We were concerned that all communications regarding to these proceedings, including notification of the hearing date, have been sent to the above email address alone which has been supplied by a third party. The case officer confirmed that she had had no response to any of the emails sent to that address but also that there was no delivery failure notification. We noted that the Applicant had included a letter in her bundle which is dated 18 November 2024 and which was sent to her former flatmate by the Respondent's legal representatives notifying her of the change of ownership and providing an address for service pursuant to section 47 and 48 of the Landlord and Tenant Act 1987. The letter indicates that the Respondent purchased the premises on 10 October 2024. We concluded that it was more likely than not that the email address was connected to the Respondent because it was via that email address that the Applicant was put in touch with Mr Harniman who has been dealing with the applicant's tenancy on the Respondent's behalf since late 2024. We were satisfied therefore that reasonable steps had been taken to bring these proceedings, and the hearing, to the attention of the Respondent. We considered that it would be in the interests of justice for the hearing to proceed if we directed the case officer to send all further correspondence by post to the address provided by the Respondent's solicitors in their letter of 18 November 2024 and to the Respondent's address noted in the application form in addition to the email address that the tribunal has previously used.

7. The Respondent's attention is drawn to Rule 51 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 which permits the tribunal to set aside a decision which disposes of proceedings if a party was not present at the hearing and it is in the interests of justice to do so.

The Evidence

8. The Tribunal was provided with a 54-page bundle prepared by the Applicant. In addition we heard oral evidence from her. She exhibited a copy of her tenancy agreement in her bundle which shows that she was a joint tenant of the premises together with two other tenants, Ms M Knight and Ms C Lim, pursuant to an assured shorthold tenancy agreement which commenced on 10 September 2024. The Applicant told us that she resided at the property as her primary home as did Ms Knight and Ms Lim. All three were students. The premises consist of a 3-bedroom flat with a shared bathroom and kitchen. The Applicant moved into the premises on 3 September 2024 however Ms Knight and Ms Lim had resided there for some years before the Applicant's occupation commenced. The Applicant told us that Ms Knight and Ms Lim moved out of the premises on 9 September 2025 and a Miss Murry moved in on the same date. The

Applicant's evidence was that a third person was supposed to move in on that date however they decided not to because of the failure of the landlord to provide a written tenancy agreement.

Has an Offence been Committed?

9. In order to make a rent repayment order against a person under s.40 of the 2016 Act the Tribunal has to be satisfied to the criminal standard (beyond all reasonable doubt) that the person has committed a relevant offence (s.43 of the 2016 Act).

10. The premises were located in the London Borough of Brent (LBB). There is correspondence in the bundle from LBB indicating that this property was subject to the additional licencing scheme. The tribunal is independently aware that the entirety of the London Borough of Brent is covered by the scheme. Consequently all Houses in Multiple Occupation (HMOs) in the London Borough of Brent, which are not otherwise subject to mandatory licencing, are required to be licenced pursuant to Part 2 of the 2004 Act. The 2004 Act defines a HMO, in summary, as a dwelling occupied by three or more persons forming two or more households who share basic amenities such as cooking facilities, toilet or bathroom.

11. The Applicant has included email correspondence in her bundle from LBB dated 20 May 2025 which indicates that her previous landlord held the requisite licence but that this was revoked on 21 November 2024 following a change of ownership. The email confirms that LBB has no record of any licence, or any application for a licence, on their register in respect of this property. The Applicant has included a screenshot of the register dated 24 March 2026 again showing that no licence had been granted by LBB in relation to the premises.

12. We are satisfied that the premises were occupied by three unrelated persons from 10 October 2024, when the Respondent purchased the premises, to 9 September 2025 when Ms Knight and Ms Lim moved out. We are satisfied that all three lived at the premises as their principal home. Thereafter it was occupied by two persons only and so the offence ceased on that date. We note that all rental payments made by the Applicant were made to the bank details provided by the Respondent's solicitors in the letter dated 18 November 2024 from 1 November 2024 to date. The communications from LBB and the screenshot referred to above confirm that the Respondent did not have the requisite licence for the entirety of the period for which the Applicant seeks a RRO.

13. Consequently we are satisfied beyond reasonable doubt that the Respondent was a person in control of an unlicenced HMO from 1 November 2024 to 9 September 2025.

Reasonable Excuse

14. It is a defence to proceedings under s.72(1) if the person had a reasonable excuse for being in control of or managing an unlicenced HMO (s.72(5) of the 2004 Act). The Respondent has not sought to suggest that it had any reasonable excuse for being in control or managing an unlicenced HMO.

Quantifying the RRO

15. The leading authority on the correct approach to quantifying a RRO is ***Acheampong v Roman* [2022] UKUT 239**. The Upper Tribunal established a four-stage approach which this Tribunal must adopt when assessing the amount of any order (at paragraph 20):

    a. Ascertain the whole of the rent for the relevant period.
    b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal is expected to make an informed estimate where appropriate.
    c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) an 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 percentage of the total amount applied for is then the starting point (in the sense 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)."

16. Section 44(4) of the 2016 Act provides;

    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.

17. The first issue which we have to consider is the maximum order. The Applicant seeks an order in respect of the period 1 November 2024 to 30 August 2025 in the sum of £7553.30. The Applicant has supplied the

tribunal with evidence of rental payments for that period. The Applicant told us that all payments were in respect of rent only and that the Applicant and her flatmates paid all the bills. She was not in receipt of Universal Credit. Therefore the maximum order we can make is £7553.30

18. We then consider the seriousness of the offence. In ***Newell v Abbot* [2024] UKUT 181 (LC)** the Upper Tribunal, having reviewed a number of authorities on the correct approach to quantification, observed at para 57;

> *"This brief review of recent decisions of this Tribunal in appeals involving licencing offences illustrates that 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 whether the tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors which tend to justify lower penalties include inadvertence on the part of the smaller landlord, property in good condition such that a licence would have been granted without one 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"*

19. In that case the Upper Tribunal noted that the landlord was not a professional landlord and that he had committed the offence of controlling an unlicensed HMO through inadvertence rather than deliberately. The property was in reasonably good condition during the tenants' occupation. It made a RRO equating to 60% of the net rent paid.

20. Turning to the facts of this case; We bear in mind that, as in *Newell v Hallett* this is a licensing offence. It was committed over a period 10 months. We consider that a starting point of 50% of the maximum is appropriate.

21. The next matter that we have to consider is the conduct of both the Applicant and the Respondents. The Applicant submits that the conduct

of the Respondents was poor in some respects. In support of her assertion she submitted the following;

(i) Although the property was in a reasonable condition the Respondent was very slow to react to reports of disrepair. In particular the occupants were without the use of a kitchen tap for a 4-month period and had to wash dishes in the bathroom.

(ii) The Respondent failed to provide a written tenancy agreement following the expiry of the agreement referred to above despite numerous requests that it do so.

22. We have no information as to the financial circumstances of the Respondent.

23. In our view in light of the above an appropriate award is 60% of the maximum and we make an RRO in favour of the Applicant in the sum of £4531.98.

24. The Applicant has also requested an order that the Respondents do reimburse the hearing and application fees under rule 13(2) of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013. As she has succeeded in her application we are satisfied that such an order is justified.

Name Judge N O'Brien Date 17 November 2026

RIGHTS OF APPEAL

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

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

3. If the application is not made within the 28-day time limit, such application must include a request 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 identify the decision of the Tribunal to which it relates (i.e., give the date, the property and the case

number), state the grounds of appeal, and state the result the party making the application is seeking.

5. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal