



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/00BY/HMF/2020/0007**

Property : **41 Ashbourne Road, Liverpool, L17 9QG**

Applicant : **Peter Reid**

Respondent : **Thomas Muir**

Type of Application : **for a Rent Repayment Order under s.41(1) of
the Housing and Planning Act 2016**

Tribunal Members : **Judge P Forster
Mr W Reynolds MRICS**

Date of Decision : **11 May 2021**

Date of Determination : **16 June 2021**

DECISION

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Decision

The Tribunal makes a Rent Repayment Order under s.43 of the Housing and Planning Act 2016 against the Respondent in the sum of £1,200.00.

Introduction

1. The Tribunal received an application on 21 January 2020 from Peter Reid (“the Applicant”) for a Rent Repayment Order (“RRO”) under s.41(1) of the Housing and Planning Act 2016 (“the Act”).
2. The Applicant was the tenant of 41 Ashbourne Road, Liverpool, L17 9QG (“the Premises”) under an assured shorthold tenancy agreement that commenced on 17 May 2017 at a rent of £400 per month. The tenancy ended on 16 June 2019. Thomas Muir (“the Respondent”) was named as the landlord in the tenancy agreement.
3. The Tribunal did not inspect the Premises which is described in the case papers as a mid-terrace, six- bedroom house. On the ground floor, there is a shared kitchen, shared toilet, and two bedrooms. On the first floor there is a shared bathroom, and four bedrooms. Each room was let under a separate tenancy agreement. The Applicant occupied room 1 on the ground floor.
4. The Applicants claim is dated 19 January 2020 and was received by the Tribunal on 21 January 2020. On 5 February 2020, Louise Disley who described herself as the “accounts manager” of Accelerate Property Group submitted a statement and produced evidence from HM Land Registry that the Premises are owned by Alan Glynn Parry and Helen Susan Parry who she said was the landlord.
5. The Tribunal advised the Applicant of Ms Disleys’ submission and asked him if he wanted to substitute Mr and Mrs Parry as Respondents to the application. In a letter to the Tribunal of 24 February 2020, the Applicant requested that Mr and Mrs Parry be added as a second Respondent alongside Mr Muir. A Tribunal Judge reviewed the case and noting the position disclosed by the Applicant’s tenancy agreement, determined that the Respondent to the application should be Thomas Muir. This was communicated to the parties on 19 March 2020 albeit, with Mr and Mrs Parry also being informed that they had been named as Respondents.
6. There was then some delay because of the Coronavirus pandemic. On 10 August 2020, Ms Disley was advised of the Applicant’s letter to the Tribunal of 24 February 2020 and on 17 August 2020, she responded by producing copies of an agency agreement and a management agreement. She submitted that based on the first agreement, Mr and Mrs Parry as the landlord were responsible for licencing the Premises during the period January 2018 to 12 July 2018 and based on the second

agreement, Accelerate Property Management Ltd. was the responsible party from 13 July 2018 onwards.

7. The Tribunal issued further directions on 7 September 2020 in contemplation of joining Mrs Parry and Accelerate Property Management Ltd. as Respondents. Ms Disley filed a second statement in which she took responsibility for licencing the Premises as a director of Accelerate Property Management Ltd. A position statement was filed on behalf of Ms Morrow-Parry (Mrs Parry) dated 2 November 2020. She stated that she is the freehold owner of the Premises and was unaware of the proceedings until 7 September 2020. She stated that the Applicant's tenancy agreement clearly names the Respondent as the landlord and maintained that the agreement between the Applicant and Mr Muir was personal to them. She submitted that she was not the landlord and that a RRO could not be made against her. In response, the Applicant stated that his agreement was with the Respondent and that the Respondent had responsibility for the Premises, and rent was paid to the Respondent until he was asked to pay it to Accelerate Property Management Ltd. The Respondent submitted a position statement saying that he was working at Accelerate Property Management Ltd. and during the time when he was involved with 41 Ashbourne Road an ex-employee signed the agreement on behalf of the company. He said that he did not sign the agreement and had never been a landlord or owner of 41 Ashbourne Road.
8. On 11 November 2020, the Tribunal directed that the application should proceed against the Respondent alone.
9. The Tribunal considered that it was appropriate for the application to be determined at a hearing rather than on the papers because of the issues raised by the application. The hearing took place by video on 7 May 2021. The Tribunal heard oral evidence from the Applicant and the Respondent.

The Applicant's case

10. Liverpool City Council designated the whole of its area as a selective licensing area under s.80 of the Housing Act 2004 from 1 April 2015 to 31 March 2020. All private landlords were required to obtain a licence for each of their rented properties. It is an offence under s.95(1) of the 2004 Act to be a person having control of or managing a house which is required to be licenced but is not so licenced. The Premises is within the selective licensing area and did not have a licence.
11. Under s.61(1) of the 2004 Act, every HMO must be licenced unless it is subject to an exemption notice under s.62. The licencing system is subject to regulations issued under the Act. The Premises required a licence. It is an offence under s.72(1) of the 2004 Act to be a person having control of or managing an HMO which is required to be licensed but is not so licensed. The Premises did not have a licence.

12. The Applicant alleges that the Respondent committed offences under s.95(1) and s.72(1) of the 2004 Act.
13. The Applicant seeks a RRO against the Respondent, as landlord, for £4,800 representing 12 month's rent at £400 per month.

The Respondents' case

14. The Respondent denies that he was the landlord of the Premises and therefore that a RRO can be made against him.
15. The Respondent states that he was approached in March 2017 by Louise Disley to help her set up a property management business. She had a bad credit history and was unable to do it without his assistance. He is a businessman and a property developer and he holds different positions and directorships in associated companies.
16. Ms Disley entered into an agency agreement with Mrs Parry who owns the Premises. This covered the period 28 January 2018 to 13 July 2018. The agreement allows the agent to sign a tenancy agreement on behalf of the landlord. The Applicant's tenancy agreement was drawn up by Ms Disley and she named the Respondent as the landlord. The Respondent says there was no logical reason why Ms Disley would have done this and signed the agreement in his name.
17. Mrs Parry confirmed in a witness statement that she owns the Premises, she says that she does not know who the Respondent is and she has had no contact with him and has no personal agreement with him. Her agreement was with Accelerate Property Management Ltd.
18. The Respondent says that the Applicant has never paid any rent to him directly and that payments were made between February 2018 and June 2018 to Ms Disley's sole trader account and that payments between July 2018 and January 2019 were made to Accelerate Property Management Ltd.'s business account.

The law

19. The relevant law is set out in an annex below.

Reasons for the decision

20. The Tribunal has the power under s.40 of the Act to make a RRO where a landlord has committed an offence to which Chapter 4 of Part 2 of the Act applies. The Respondent denies that he is the landlord and that a RRO can be made against him. Therefore, the Tribunal must first determine the Respondent's status.

Who was the Applicant's landlord?

21. The Premises is registered at HM Land Registry under title number LA270524. The registered proprietors are Alan Glynn Parry and Helen Susan Parry. Their interest was registered on 16 June 1993. It is evident that Helen Susan Parry and Helen Morrow-Parry, who filed a statement with the Tribunal, are the same person.
22. There is no mention of Mr Parry in the proceedings, even by Mrs Parry. She admits that she is the freehold owner of 41 Ashbourne Road. Having noted the Applicant's tenancy, Mrs Parry submits that the tenancy agreement clearly shows that the Respondent is the landlord of the tenancy. She is not sure why the tenancy agreement names the Respondent as landlord but nonetheless, whether by error or otherwise, he is the landlord for the purposes of the tenancy. Mrs Parry states that the Respondent had no estate from which to issue a tenancy and submits that the tenancy is therefore a contractual or personal tenancy between the Respondent and the Applicant. Mrs Parry concludes by saying that the Tribunal only has jurisdiction to make an order against the landlord and in the circumstances that can only be the Respondent.
23. Mrs Parry does not provide any background information about 41 Ashbourne Road or mention Ms Disley or explain how she came to enter into a management agreement with Accelerate Property Management Ltd. It would have been helpful if she had done so. Mrs Parry states that while the Respondent was at the relevant time a director of Accelerate Property Management Ltd., she makes it clear that she did not have any agreement with him personally. Mrs Parry's purpose was to avoid any personal liability to the Appellant, and she cannot be criticised for that, but what she does not say leaves several unanswered questions.
24. The Respondent is a businessman and a property developer. As he stated himself, he holds different positions and directorships in associated companies. He is a director of Accelerate Property Group Ltd., incorporated on 5 June 2017 and he was a director of Accelerate Property Management Ltd., incorporated on 16 May 2018 – he was appointed on 16 May 2018 and resigned as a director on 7 October 2019.
25. Louise Disley is the Respondent's partner. She is a director of Accelerate Property Management Ltd., appointed on 16 May 2018, resigned on 27 July 2018 and reappointed as a director on 1 January 2019. She sent emails using the address louise@accleratpropertygroup.co.uk. and described herself as the accounts manager

of Accelerate Property Group. This is a trading name and no reference is made to Accelerate Property Group Ltd. of which the Respondent is the sole director.

26. The Respondent's evidence is that he was asked by Ms Disley to help her set up a property management business. He says that she was not able to run the business herself because she had a bad credit history.
27. Ms Disley states in her witness statement, that in April 2017 she asked Mrs Parry if she could manage the Premises on her behalf. On 13 April 2017, Ms Disley met Mrs Parry and they went round to the Premises together and Mrs Parry handed over the keys to Ms Disley. Ms Disley states that they entered into a standard agency agreement for the first year to "test" the business relationship.
28. The Tribunal has sight of a string of emails between Ms Disley and Mrs Parry. Ms Disley uses an Accelerate Property Group email address and describes herself as a director. This correspondence provides an insight into the relationship that was created between them.
29. On 28 March 2017, Ms Disley refers to a conversation she had with Mrs Parry the previous day and says that she just wanted to give her a quick update. Ms Disley had provided details to someone called Karen "to complete all of her checks" and was looking for a "moving in date". Later the same day, Mrs Parry replies asking for more information about "your letting business". Ms Disley answers to say that she has sent everything to Karen.
30. Mrs Parry sent an email to Ms Disley on 29 March 2017 asking some more questions. She wanted to know if "your company is a limited company and says that she needs to be "doubly sure about your credibility. Because your 'package' sounds a bit to (sic) good to be true". In her response, Ms Disley provides details about what is being offered. Ms Disley states that "we" are not a limited company for this venture "as it is not tax efficient". She goes on to explain that "the deals we offer to landlords are designed as win/win solutions. The landlord receives the market rent for the property, in this case £950, then we rent the rooms out to our contacts and make our margin. The landlord benefits from having a "tenant" which is us who has a commercial interest in the property therefore is incentivised to maintain the property, tenants & relationship with the landlord".
31. Mrs Parry replies on 30 March 2017 stating that "this letting will be classed as a company let? Also, the contract should be a non-housing act tenancy if I'm not mistaken!! Please advise".
32. There is a gap in the correspondence. Mrs Parry sent an email to Ms Disley on 5 April 2017 saying, "would you like to meet up before you take over and then I can hand you the keys?"

33. On 6 April 2017 Ms Disley writes in answer to some questions from Mrs Parry and confirms that they are not a letting agent, have property insurance and will be sorting out the Council Tax. Mrs Parry asked, “how soon will I get my rent !!!!!????” Ms Disley replies that she is hoping everything will be done by the 10th and once everything is done “we can go in & sign our AST and payment will be made that day”.
34. Mrs Parry sent an email to Ms Disley asking, “if you are not a letting agency what are you?”. Ms Disley replies, “primarily we are property investors... if we can’t accommodate our clients, we look to work with other landlords renting their property for their agreed rent and becoming their “tenant”. We do not charge any fees as letting agents do – we prefer to work closely and build a relationship with other landlords in our area so it’s a win/win solution for all”.
35. In a further email sent on 6 April 2017, Ms Disley states that “rent is usually paid the same day we exchange with keys & sign the AST...”.
36. The email correspondence has been set out at some length because it is very relevant when considering the relationship between Accelerate Property Group and Mrs Parry. The Applicant’s case is that there was a “rent to rent” agreement between them which if correct would support his argument that the Respondent was his landlord.
37. A copy of an agency agreement has been produced by the Respondent which he relies on to show the terms of the arrangement with Mrs Parry. The document is headed “Accelerate Property Group”. The document is undated and unsigned. It is said to be made between “the Owner/s of the property” but the owner is not named. It is said to be made with Accelerate Property Management Ltd., but the Company was not incorporated until May 2018. The document is incomplete, its provenance is uncertain and it cannot be relied on.
38. On the evidence, the Tribunal concludes that there was a relationship of landlord and tenant between Accelerate Property Group and Mrs Parry. The written tenancy agreement has not been produced but there is clear evidence in the emails to show the terms of the agreement. Ms Disley explained the scheme in her email on 29 March 2017. The essence of it was that the landlord, Mrs Parry, received the market rent for the property of £950 per month and then Accelerate Property Group rents the rooms out to make its margin.
39. The relationship is confirmed by edited copies of bank statements that have been produced for an account in the name of Accelerate Property Group. The statements show monthly payments out of £950 to Helen Marrow Parry. After September 2018, there are copies of edited bank statements for an account in the name of Accelerate Property Management Ltd. showing regular monthly payments out of £950 to Mrs Parry. The Tribunal has evidence that the Applicant paid his rent of £400 each month into these same accounts. He occupied one of six flats within 41 Ashbourne Road and

it is reasonable to infer that the other tenants paid rent into the accounts as well to provide Accelerate Property Group with its margin.

40. The Respondent has not produced bank statements covering the period from the start of the Applicant's tenancy on 17 May 2017 to January 2018 or after January 2019 until the end of the tenancy on 16 June 2019. Evidence provided by the Applicant shows regular monthly payments of £400 throughout the term of the tenancy
41. The Applicant's evidence is that he met the Respondent at the Premises about two weeks before the start of the tenancy. He states that the Respondent said he was the landlord. The Respondent confirmed at the hearing that he met the Appellant at the Premises but he could not recall if he said he was the landlord. The Applicant was given a tenancy application form to complete and he inserted the name of the Respondent as the landlord. The Applicant subsequently paid an application fee of £100 into a bank account which appears on the Applicant's bank statement as "*Thomas Muir*". The payment is evidenced by a receipt dated 17 May 2017, signed "*T Muir*". The Applicant also gave evidence that he met the Respondent at the Premises a couple of times after the start of the tenancy.
42. The Applicant gave oral evidence at the hearing about the tenancy application form and he provided a copy of the document at the Tribunal's request after the hearing. The Respondent has subsequently objected to the application form being considered by the Tribunal because it was not disclosed before the hearing in accordance with the Directions. The Tribunal has the power under rule 6(3)(d) of the 2013 Procedure Rules to permit or require a party to provide a document and to make such further directions as it sees fit under its case management powers. The Tribunal noted the Respondent's submission that the application form was sent blank to be completed by the prospective tenant. The Applicant was given the form by the Respondent who told him he was the landlord.
43. The Tribunal finds that the Respondent told the Applicant that he was the landlord when they met at the Premises before the start of the tenancy. This finding is supported by the tenancy application form and the payment of the administration fee.
44. The Applicant met Ms Disley at the Premises on 17 May 2017 and was presented with a tenancy agreement to sign. The agreement names the Respondent as the landlord which is consistent with the previous meeting between the Applicant and the Respondent.
45. Ms Disley is unable to explain why the Respondent's name was on the tenancy agreement. Her evidence is that she completed the document and signed it in the Respondent's name, as the landlord. The Respondent says there was no logical reason why Ms Disley would sign the agreement in his name and not in her own name.

46. The Respondent has produced a copy of a management agreement between Mrs Parry and Accelerate Property Management Ltd. It has two dates: on the cover page it is dated 1 July 2018 but the recitals clause is dated 1 September 2017. The latter date cannot be correct because it predates the incorporation of the Company. The agreement commenced on 13 July 2018 and was for a term of three years. Mrs Parry is described as the owner and Accelerate Property Management Ltd. as the manager. The agreement is signed by Mrs Parry as witnessed by Mr Parry and by Louise Disley on 3 August 2018. According to records at Companies House, Ms Disley resigned as a director of the Company on 27 July 2018 and therefore she was not entitled to sign the agreement on behalf of Accelerate Property Management Ltd.
47. The agreement was therefore not valid. If the intention was that the management agreement was to supersede the existing agreement between Mrs Parry and Accelerate Property Group, it failed. The existing relationship between Mrs Parry and Accelerate Property Group continued. Mrs Parry continued to be paid £950 a month. The status quo was maintained and the relationship between the Respondent, trading with Ms Disley as Accelerate Property Group, and the Applicant continued until the end of the tenancy in June 2019.

Who was Accelerate Property Group?

48. The Respondent's evidence was that Ms Disley approached him and asked her to set up a property management business. He was the sole director of Accelerate Property Group Ltd. At the hearing, the Respondent said that he allowed Ms Disley to "*attach herself to*" and use the name Accelerate Property Group while she was a sole trader. Ms Disley described herself in emails as the company's "accounts manager". It is not credible that the Respondent allowed Ms Disley to run her own business using the name of his company. It is also not credible that he allowed her to operate a bank account in the name of Accelerate Property Group.
49. In the email exchanges between Ms Disley and Mrs Parry, Ms Disley stated that "we are not a limited company for this particular venture as it is not tax efficient". This demonstrates very clearly how the Respondent and Ms Disley arranged their business affairs.
50. The Tribunal finds that the Respondent and Ms Disley traded together under the name Accelerate Property Group. That business was subsequently incorporated by Accelerate Property Management Ltd. on 16 May 2018. The Respondent and Ms Disley were directors of the Company. This is further evidence that they were in business together. Rent was paid by the Applicant into the Accelerate Property Group account and then into an account in the name of Accelerate Property Management Ltd. providing evidence that the Company was the successor business to Accelerate Property Group.

51. The Applicant's evidence is that he paid the rent into an account identified in his records as "*Thomas Muir*" each month between May 2017 and August 2018. Bank statements in the name of Accelerate Property Group confirm the monthly payments of £400 from the Applicant. Bank statements for the account in the name of Accelerate Property Management Ltd. for the period September 2018 to January 2019 show monthly payments of £400 in from the Applicant. This is consistent with the Applicant's evidence that from September 2018 he was asked to pay the rent into an account identified in his records as "*Accelerate*".

The Applicant's tenancy

52. The Tribunal concludes that the Respondent traded with Ms Disley under the name Accelerate Property Group and that subsequently the business was incorporated by Accelerate Property Management Company Ltd. Accelerate Property Group was in a landlord and tenant relationship with Mrs Parry in respect of 41 Ashbourne Road when the Premises were let to the Applicant. The Respondent, trading as Accelerate Property Group with Ms Disley, sub-let the Premises to the Applicant. The Respondent was correctly identified as the landlord on the tenancy agreement.

Offences under the 2004 Act

53. The Respondent has not disputed the Applicant's claim that under s.61(1) and s.80 of the Housing Act 2004, the Premises should have been licenced.
54. Liverpool City Council introduced a selective licensing scheme from 1 April 2015. It was in place until 31 March 2020. It was in force during the period of the Applicant's tenancy. The Tribunal has not seen any evidence that a licence was applied for or granted.
55. On the evidence presented to the Tribunal, 41 Ashbourne Road did not become a house in multiple occupation subject to s.60 of the 2004 Act until about April 2017 when Accelerate Property Group took over the property and sub-let it in six individual units, including unit 1 on the ground floor to the Applicant.
56. Jennifer Driscoll, a housing officer employed by Liverpool City Council, says in her witness statement dated 6 February 2020 that an application for an HMO licence was made on 28 January 2019. A letter from the Council confirms that an HMO licence was issued in respect of the Premises on 11 June 2019, only a few days before the Applicant left the Premises on 16 June 2019. The Premises was unlicensed between April 2017 and 11 June 2019.
57. A person commits an offence under s.72(1) and s.95(1) of the 2004 Act if "the person having control of or managing a house which is required to be licensed...is not so licenced".

58. S.263 of the 2004 Act defines “a person having control” and “person managing” in relation to premises as:
- (1) In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.
 - (2) In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.
59. The Respondent falls within the statutory definition of a “person having control” of the Premises because he received the rack rent, as defined, into the business account held in the name of Accelerate Property Group and latterly into the account held by Accelerate Property Management Ltd. Although the rent was paid into the Company’s account, it was paid by the Applicant under a legal liability to Accelerate Property Group.
60. The Tribunal is satisfied beyond reasonable doubt that the Respondent being the landlord of the Premises committed offences under s.72(1) and s.95(1) of the Act.

The period of the offences and the application for a RRO

61. Liverpool City Council introduced the selective licencing scheme from 1 April 2015. The Premises was without a licence under s.80 of the 2004 Act from the start of the tenancy on 17 May 2016 until 1 October 2018 when the property became an HMO under the provisions of The Licensing of Homes in Multiple Occupation (Prescribed Description) (England) Order 2018. Being an HMO excluded the property from the requirement to have a licence under s.80 of the 2004 Act. The Respondent thereby committed an offence under s.95(1) of Act from 17 May 2016 until 30 September 2018.
62. Under s.41(2)(b) of the 2016 Act, the relevant offence must have been committed in the period of 12 months ending with the day on which the application was made. The application was made on 21 January 2020 which was more than 12 months of the commission of the offence under s.95(1). Therefore, the Tribunal has no power to make an RRO in respect of the selective licencing offence.
63. The Premises was without a licence under s.61 of the Act (HMO) from 1 October 2018 until a licence was applied for on 28 January 2019 being the date under s.72(4)(b) of the 2004 Act that provides a defence to an offence under S72(1). The Respondent thereby committed an offence under s.72(1) from 1 October 2018 to 28 January 2019.
64. The application was made on 21 January 2020 which was less than 12 months of the commission of the offence under s.72(1).

The amount of the RRO

65. The amount of a RRO is to be determined in accordance with s.44 of the Act. The Tribunal can make an RRO for the period during which the landlord was committing the offence. In the present case that was from 1 October 2018 to 28 January 2019, a period of 4 months. Therefore, the maximum amount that the RRO is £1,200.00 representing 4 months' rent
66. The Tribunal must take into account the conduct of both the parties. On the evidence, the Applicant paid the rent that was due and abided by the terms of the tenancy agreement. There is no reason to criticise the Applicant.
67. The Respondent is a businessman and a property developer with experience in the management of residential property. He knew or should have known that licences were required for 41 Ashbourne Road. No application was ever made for a licence under s.80 of the 2004 Act and he did not apply for a licence under s.61 of the 2004 Act until 28 January 2019. The Respondent has not provided any evidence about his financial circumstances. The Tribunal does not have any evidence that the Respondent has at any time been convicted of a relevant offence.
68. The Upper Tribunal in Vadamalayan v Stewart [2020] UKUT 183(LC) set out the approach to be adopted when calculating a RRO under s.44 of the Act. The starting point is the rent for the relevant period of up to 12 months. The RRO is not tempered by a requirement of reasonableness. It is not appropriate to calculate a RRO by deducting from the rent everything the landlord had spent on the property during the relevant period. That expenditure would have enhanced the landlord's own property and enabled him to charge rent for it. Much of the expenditure would have been incurred in meeting the landlord's obligations under the lease; there was no reason why the landlord's costs in meeting his obligations should be set off against the cost of complying with a rent repayment order. The only basis for deduction is s.44 itself. There might be cases where the landlord's good conduct or financial hardship justified an order of less than the maximum. In addition, there might be a case for deduction where the landlord paid for utilities, as those services were provided to the tenant by third parties and consumed at a rate chosen by the tenant. In paying for utilities the landlord was not maintaining or enhancing his own property. The Tribunal received no evidence from the Respondent with respect to the amount of any RRO.
69. The Tribunal concludes that a RRO should be imposed on the Respondent of £1,200.00.

Judge P Forster

11 May 2021

ANNEX

Housing and Planning Act 2016

Section 40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
 - (a) repay an amount of rent paid by a tenant, or
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (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.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
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 Application for rent repayment order

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if –
 - (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
 - (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

Section 43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).
- (2) A rent repayment order under this section may be made only on an application under section 41.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed

an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)

the amount must relate to rent paid by the tenant in respect of

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.