



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

**Case reference:** MAN/30UH/HMF/2020/0056

**HMCTS code  
(audio,video,paper):** V:FVHREMOTE

**Property:** 55 Dale Street Lancaster LA1 3AP

**Applicants:** (1) Mr Samuel Barley-Morey  
(2) Mr Fen A Bleasdale  
(3) Mr Edward Hulme  
(4) Mr Cole W Chesterton  
(5) Mr Joseph W Bristow

**Respondent:** Mr Sajid Patel

**Type of Applications:** Applications for a rent repayment order  
under Section 41 of the Housing and Planning  
Act 2016

**Tribunal Members:** Judge J.M.Going  
J. Faulkner FRICS

**Date of Hearing:** 12 April 2021

**Date of Decision:** 14 April 2021

**Date of Determination:** 20 April 2021

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**DECISION**

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## **Covid -19 pandemic: description of hearing:**

**This has been a remote Full Video Hearing which has been consented to by the parties. The form of remote hearing was V.FVHREMOTE. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal was referred to were in a series of electronic document bundles, statements, and submissions as described below, the contents of which were noted.**

## **The Decision and Order**

### **Mr Patel is ordered to repay**

- (1) rent of £2088 to each of the 5 Tenants (i.e. a total of £10,440) and**
  - (2) the application fee of £100 to Mr Barley- Morey**
- no later than 3 calendar months from the date of this Decision.**

## **Background**

1. By an Application dated 24 June 2020 the first named Applicant ("Mr Barley-Morey") applied to the First-Tier Tribunal Property Chamber (Residential Property) ("the Tribunal") under Section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for a rent repayment order in respect of rents paid to the Respondent ("Mr Patel") as the landlord of the property.
2. Each of the remaining Applicants ("Mr Bleasdale, Mr Hume, Mr Chesterton and Mr Bristow") asked to be, and were later, joined into the Application and the Tribunal issued Amended Directions to the parties on 18 December 2020.
3. The bundle of documents supplied by the Applicants ("the 5 Tenants") included copies of the Tenancy Agreement, bank statements, and copies of lists of HMO licences granted by the local Council. Mr Patel provided copies of various photographs, screenshots from Facebook, gas and electricity certificates and invoices together with a letter from the Council.
4. A Full Video Hearing was held on 12 April 2021. In attendance were Mr Barley-Morey, Mr Chesterton, Mr Patel and Mr Patel's son. Mr Jay Patel observed. Mr Barley-Morey, with Mr Chesterton's consent, acted as the main spokesman for the Applicants. Mr Patel represented himself. Mr Bleasdale attempted to join the hearing after it had begun. Unfortunately the technology would not allow this.

## **The Property**

5. The Tribunal did not inspect the property, but understands that it is a 3 storey mid-terraced house with shared bathroom and kitchen facilities, very close to Lancaster's city centre and hospital.

## **Facts**

6. None of the following matters have been disputed.

7. Since April 2006 it has been a national legal requirement for specified Houses in Multiple Occupation (“HMOs”) meeting certain designated tests to be licensed under part 2 of the Housing Act 2004 (“the 2004 Act”) with a mandatory HMO licence. These included houses with 3 storeys, occupied by 5 or more people, living as 2 or more households containing shared facilities such as the kitchen bathroom and toilet.

8. On 1 October 2018 the types of buildings requiring a mandatory HMO licence were extended to include those with less than 3 storeys, occupied by 5 or more people, living as more than 1 household, containing shared facilities.

9. The 5 Tenants entered into an Assured Shorthold Tenancy Agreement (“the Tenancy Agreement”) with Mr Patel on 13 December 2018 for an 11 month term beginning on 1 September 2019 and ending on 31 July 2020.

10. The written Tenancy Agreement confusingly referred to “the rent for the property is £90 per week (the “Rent”) for the duration of 52 weeks” and that “the Tenant will pay the Rent in advance, before the first of each and every month of the term... by standing order”. It also referred to “on execution of this Agreement, the Tenant will pay the Landlord a security deposit of £200” and that “the Landlord is responsible for the payment of the following utilities and other charges in relation to the property: electricity, water/sewer, natural gas and Internet services at a fixed monthly cost of £200, and bills exceeding this amount the tenants will be responsible for paying”.

11. There is no dispute between the parties that the property did not have an HMO licence during the tenancy.

12. Nor is there any dispute that the Mr Barley-Morey made payments by direct bank transfer (confirmed by copies of his bank statements) on behalf of all of the 5 Tenants of £7200 on 1 October 2019, £7200 on 11 January 2020, and a final payment of £4000 on 2 June 2020. (i.e. a total of £18,400). The remaining Applicants also provided copies of their individual bank statements to show each had paid him their individual equal 1/5 share of the total sum. It was also confirmed in the oral evidence at the Hearing that each of the 5 Tenants had in addition previously paid a £200 security deposit (i.e. had together paid a further £1000).

13. Notwithstanding the confusing references in the written Tenancy Agreement it is understood that it was agreed between the parties at the outset that the rent would be computed at a rate of £90 per person for 48 weeks of the agreed term i.e. a total of £21,600 to be paid in advance by 3 separate instalments of £7200 for each of the 3 university terms.

14. Mr Patel however agreed to reduce the payment for the final university term by £440 for each of the 5 Tenants (i.e. a total of £2200) because of the problems caused by the Covid 19 pandemic. The security deposits were effectively repaid at the same time as the final reduced payment £4000 was paid.

## **The 5 Tenants written submissions**

15. The 5 tenants in their expanded statement of reasons for the Application stated “the reason for the application is due to having a difficult year living in 55 Dale St. There have been several issues which have arisen throughout the tenancy including the lack of HMO licence. Further issues include the washing machine being out of operation for two months, the house having a lack of fire doors, the smoke alarms constantly malfunctioning, no fire safety, no safety certificates and the landlord regularly walking into the house without notice. Dated picture and video evidence of all this was collected. This led to us, the tenants, feeling like our rights have not been upheld. We feel like if nothing was said future tenants would continue to live in this dangerous environment”. It was also stated “upon moving into the property, we discovered gas fires were still connected in both rooms, when we were informed by Mr Patel that they were safely disconnected. Gas engineers later came to fix the issue, however this was alarming to begin the tenancy”.

16. As well as providing copies of the relevant bank statements the 5 Tenants also provided copies of lists of licensed HMOs for 2018, 2019 and 2020 to show that the property was not licensed prior to or during their tenancy.

## **Mr Patel’s written submissions**

17. Mr Patel in his statement of case confirmed that he is the registered proprietor of the property, which used to be his home until around September 2016 after which he started letting out the property.

18. Before the tenancy agreed with the 5 Tenants he “had not let property out to this number of students and so was unaware of my obligations as a landlord in relation to obtaining an HMO licence”.

19. He contended that in any event he had complied with a number of the requirements needed to obtain an HMO licence and that the property was suitable to be occupied by 5 people. He provided copies of gas safety certificates and confirmed that there were fire doors on the first and second floors, but accepted that, “due to his lack of knowledge, they did not have door closers or support intumescent strips on them”.

20. He also confirmed that the property was fitted with smoke alarms on every floor, and that these were well maintained. He said that he could only recall one issue with the smoke alarm, which was when it sounded to signal that the battery was running low.

21. Mr Patel contended that the property was in excellent condition at the outset of the tenancy, and stated that there were no records of any correspondence from the 5 Tenants suggesting that they felt that the property was dangerous or unsafe.

22. As regards the washing machine, he confirmed that after he had been alerted to a problem a maintenance man had repaired it for £40 and said that the breakage was because the tenants had bent the door back too far. Mr Patel said that in an attempt to be reasonable he did not charge tenants for what he regarded as damage that they had caused.

23. He refuted the suggestion that he regularly entered the property without notice, stating that whenever he had inspected he had always provided at least 24 hours prior notice via WhatsApp.

24. He confirmed that on 15 April 2020 he had received a letter from the 5 Tenants advising him that they had vacated the property due to the pandemic, and that he “agreed to apply a discount of £440 per tenant on the remaining rent due, in an effort to be reasonable in the unusual circumstances”.

25. Mr Patel stated that it was only in June 2020, when he contacted a local estate agent, Student Housing Lancaster, that he first became aware that he might require an HMO licence, depending on how many tenants occupied the property. His son had previously arranged the tenancy to the 5 Tenants via Facebook.

26. Mr Patel confirmed that, as soon as he became aware of the need for a licence, he put in hand the necessary works in order to make the property compliant. Included in the papers are copies of invoices including one dated 28 June 2020 for £1863.94 for supplying and fitting new fire doors and casings, hinges, door closures, and intumescent fire seals.

27. A letter from Lancaster City Council confirms that on 10 June 2020 Mr Patel had advised the Council that the property was vacant but had sent, as requested, certificates for gas and electrical installations. The same letter confirmed that an application for an HMO licence was received on 8 July 2020 and that the Council had issued a draft licence on 23 July 2020. However, it also confirmed that before the licence was issued Mr Patel had confirmed that he would only be using the property for 4 persons and so did not want to progress the application.

28. Mr Patel stated that “as soon as I became aware of the need for a licence I instructed the necessary works and made the application. The failure to obtain a licence was simply an error on my part as I was not aware of my obligations. There was no intention to flout the rules, I simply was not aware that one was required”.

29. Mr Patel contended that when the 5 Tenants vacated the property “they left it in a poor state. I needed to employ a decorator to redecorate property as the condition was beyond the usual wear and tear”. An email from the decorator stated “I decorated 55 Dale Street only to be called upon again in June, following damage to 2 bedrooms. I redecorated at further expense to Mr Patel”. The decorator’s receipted invoice was for £300.

30. Mr Patel also said “I had also clear up a lot of mess myself and it took to around 1.5 months of me working in my spare time to get property ready to be re-let. The back garden was filled with empty alcohol bottles and it was clear that the tenants are not fulfilled their obligations in relation to maintaining the property. The tenants also failed to return all keys and I incurred additional expense in changing the locks of the front and back doors in order to ensure the property was secure for the incoming tenants”.

31. Mr Patel stated that he had been in business in Lancaster for over 16 years and always ensured that he had complied with any licencing requirement relating to food

hygiene and his catering business. He repeated that he had not intended to evade licensing obligations relating to the property. "I simply did not know that they existed and this was a genuine mistake which I sought to rectify as soon as I was made aware"

32. It was noted that Mr Patel had paid utility bills for the property. He exhibited bills from Eon showing charges totalling £873.48 for gas and electricity consumed between 17 December 2019 and 17 March 2020. He was not able to locate a copy of the water/sewerage bills for the same periods but estimated the charges at approximately £500 on the basis of previous years bills.

33. He stated that "it has been a tough year financially for my family and me. My business struggled during the pandemic and my income has been reduced. I have had to close my market stall and concessionary stall for 3 months at the start of the pandemic, and also had close part of my shop which provided dine- in food. Only the takeaway aspect my shop was able to continue to trade and this was much quieter than usual. My wife continues to be on furlough so her income is still lower than usual. I have 3 children to support, 1 of which is still in full-time education but all 3 remain dependent on me and live at home. I use the income generated from the property to pay my household outgoings and I rely on this income, this year more than ever. As I was not aware of my obligations in relation to the HMO licence, I have not saved the rent paid by the tenants. The rent collected has been spent on other outgoings on bills and therefore I may struggle to make payment to the 5 Tenants of the entire amount due. Given the uncertainty of the economic situation going forward into 2021, I am concerned about how an order to repay the rent to the tenants may affect my family and me financially, and will struggle to afford to make the payment. It should be noted, that I have not previously been convicted of any of the offences listed in the tribunal directions".

## **The Hearing**

34. The timeline and core events referred to in the written submissions were discussed and amplified at the Hearing.

35. The Tribunal found all of the participants credible and there was little dispute as to the facts, albeit some understandable disagreement as to the significance of some of the matters discussed.

36. It was confirmed that the 5 Tenants were all students at Lancaster University and had been pleased to secure the property some 8 to 9 months before the beginning of the next academic year because of its location and number of bedrooms. Mr Patel's son, Mr Barley-Morey and Mr Chesterton all gave evidence as to how the tenancy had been agreed.

37. There was a complaint by the tenants as to some mould in a storage fridge at the beginning of the tenancy, but it was also agreed that there was an additional fridge. Mr Patel's evidence was that the capping off of some old gas fires (superseded by central heating) had been effected either before the tenancy or by an accredited engineer undertaking the normal annual gas safety inspection. As was confirmed in the papers a satisfactory gas safety certificate was issued on 2 October 2019. The only fault noted was "missing some pipe clips".

38. Mr Patel agreed that there had been a delay in the washing machine door being fixed, but said that most of his discussions about the matter had been with one of the 5 Tenants not at the Hearing, and who he assumed, being a mechanical engineering student, was willing to make the necessary repair by pushing the locking mechanism back into place.

39. It was confirmed that when the initial lockdown as a consequence of the pandemic had occurred, 4 of the 5 Tenants had not returned to Lancaster leaving Mr Bleasdale as the property's sole occupant.

40. The 5 Tenants then decided to serve a notice terminating the tenancy acting on the assumption, which Mr Barley-Morey confirmed was subsequently found to be incorrect, that they had the necessary power to do so under the Tenancy Agreement. Mr Patel took issue with the fact that he was given but 2 days notice of the purported termination.

41. Thereafter, and having sounded out other landlords in similar circumstances, Mr Patel agreed to allow a reduction of £440 per tenant (i.e. £2200).

42. Mr Patel's complaints as to dilapidations going beyond normal wear and tear were discussed.

43. The Tribunal found little significance in his complaint that there was a surfeit of bottles to be tidied from the backyard which Mr Barley-Morey explained as being due to the disruption of the collection cycle relating to the recycling bins. The Tribunal had more sympathy with the need for Mr Patel to redecorate two of the rooms, and not all of the keys having been returned (albeit that this latter point was disputed by Mr Barley-Morey).

44. Mr Patel gave further details as to his financial circumstances. He explained that his main source of income came from his long-standing hot food stall on Lancaster market had been severely affected, not least by the Council moving the market to a new location, and the various national and regional lockdowns. He confirmed that his 3 children aged 24, 20, almost 13 were all dependent and remained at home. Whilst he had been eligible for and claimed a government business support grant, the rent for his market stall continued, his wife's income whilst on furlough was at 50%, and as a consequence of the economic situation the rental that had been received had already been spent. He confirmed that he would struggle to repay such orders is the Tribunal might be minded to make.

45. Mr Patel questioned whether all of the 5 Tenants had joined in with the Application, believing that 1 had not. The Tribunal signalled that it did not think that Mr Patel was correct, but would carefully check the position before making its the Decision. The Tribunal has subsequently done so and can confirm that all the 5 Tenants requested to be joined into the Application as co-applicants, which the Tribunal agreed to, prior to the issue of the Amended Directions on 18 December 2020.

## **The Law**

46. Section 40(3) of the 2016 Act lists those offences which if committed by a landlord entitle the Tribunal to make a rent repayment order.

47. The list, repeated in the Directions, includes the offence under Section 72 (1) of the 2004 Act of controlling or managing an unlicensed HMO. Section 72(5) states that it is a defence that he had a reasonable excuse.

48. Where the offence 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.

49. 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.

50. Section 43 of the 2016 Act provides that 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).

51. When 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.

52. If the order is made on the ground that the landlord has committed the offence of controlling or managing an unlicensed HMO, the amount must relate to rent paid during a period not exceeding 12 months, during which the landlord was committing the offence (section 44(2)).

53. Section 44(3) confirms that 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 and the tenancy during that period.

54. In cases such as this the Tribunal has a discretion in determining the amount, but Section 44(4) states that it 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 any of the specified offences.

## **The Tribunal's Reasons and Conclusions**

### **As to whether an offence has been committed**

55. The first issue for the Tribunal to address is whether it is satisfied, beyond reasonable doubt, that Mr Patel has committed an offence mentioned in Section 40(3) of the 2016 Act.



56. The Tribunal is satisfied, beyond reasonable doubt, from the evidence provided the 5 Tenants and Mr Patel's own admissions, that he was controlling or managing the property without the necessary HMO licence throughout the 5 Tenants' tenancy.

57. The Tribunal has carefully considered whether, in all the circumstances of the case, Mr Patel has the defence of a reasonable excuse. The Tribunal accepts that he was ignorant of the requirement to licence the property. Nevertheless, ignorance of a well-publicised national legal requirement, which had subsisted for a number of years is not a reasonable excuse. The importance of failure to obtain a licence should not be underestimated. An unlicensed property undermines a Housing Authority's regulatory role and poses a risk for harm.

58. In *Thurrock Council v Daoudi [2020] UKUT 209 (LC)*, the Upper Tribunal observed "No matter how genuine a person's ignorance of the need to obtain a licence, unless their failure was reasonable in all the circumstances, their ignorance cannot provide a complete defence".

59. The Tribunal finds that the facts do not amount to a defence of a reasonable excuse, and accordingly that a relevant offence has been committed.

60. Because the offence was committed within the period of 12 months before the Application, the Tribunal is also clear that it has jurisdiction.

### **As to whether rent repayments should be ordered**

61. The Tribunal (particularly having regard to the objectives behind the statutory provisions i.e. to enable a penalty in the form of a civil sanction to be imposed in addition to any penalty payable for the criminal offence of operating an unlicensed property, to help prevent a landlord from profiting from renting properties illegally, and resolve the legal problems arising from the withholding of rent by Tenants) is satisfied that it is appropriate to make a rent repayment order in the circumstances of this case.

62. Having decided that an order should be made, the Tribunal then went on to consider carefully the amount of rent which had to be repaid.

### **The amount of the order**

63. The maximum possible amount for which a rent repayment order could be made equates to the full amount each Applicant has paid in respect of the 11 month period of their tenancy (i.e. a global sum of £19,400).

64. The Tribunal is satisfied, from the copies of bank statements and oral evidence, that each of the 5 Tenants made rental payments totalling £3880 in respect of the full term of the tenancy. There is nothing to indicate that any of them were in receipt of universal credit which would need to be deducted from those maximum amounts.

65. It is important to note however that the Tribunal is not required to make an order for the maximum amount in the circumstances of this case, and that there is no presumption that the order should be for the maximum amount.

66. Whilst Upper Tribunal in the recent case of *Vadamalayan v Stewart and others (2020) UKUT 0183 (LC)* has confirmed that the obvious starting point for the Tribunal's calculation must be the rent itself for the relevant period and that "the only basis for deduction is section 44 itself". It also confirmed "there will certainly be cases where the landlord's good conduct, or financial hardship, will justify an order less than the maximum."

67. The Upper Tribunal has also clarified some of the comments made in *Vadamalayan* in the even more recent case of *Awad v Hooley (2021) UKUT 55 (LC)* where it was stated "*Vadamalayan* should not be treated as the last word on the exercise of discretion which section 44 clearly requires. This appeal cannot be the last word either. It is no more than a useful example of an unimpeachable exercise of discretion on the part of the FTT, and says nothing further about the amount to be awarded in the absence of anything that weighs with the FTT under section 44(4). The only clue that the statute gives is the maximum amount that can be ordered, under section 44(3). Whether or not that maximum is described as a starting point, clearly it cannot function in exactly the same way as a starting point in criminal sentencing, because it can only go down; however badly a landlord has behaved it cannot go up. It will be unusual for there to be absolutely nothing for the FTT to take into account under section 44(4)".

68. Guidance from past cases, albeit to do with comparable but not identical legislation, has confirmed that a deliberate flouting of the requirement to obtain a necessary licence would merit a larger rent repayment than, as in this case, an instance of inadvertence, and that a landlord who is not engaged professionally in letting is likely to be dealt more leniently than a professional landlord with a portfolio of properties, see for example the Upper Tribunal case of *Parker v Waller (2012) UKUT 301 (LC)*.

69. *Parker v Waller* and *Vadamalayan* both provide confirmation that where the landlord pays for utilities there is a case for a deduction "because it would be unfair for tenant paying the rent that included utilities to get more by way of rent repayment than a tenant whose rent did not include utilities". Clearly a landlord receives no benefit from utilities consumed by the tenants.

70. With such considerations in mind the Tribunal began its calculations of the amount of rent to be repaid

71. Section 44(4) of the 2016 Act mandates the Tribunal to specifically have regard to the conduct of the parties, the financial circumstances of the landlord, and whether the landlord has at any time been convicted of a specified offence.

72. The Tribunal considered each of these matters in turn.

### **The Conduct of the parties**

73. The Tribunal found no evidence of conduct which went beyond that which generally occurs in a landlord and tenant relationship.

74. The Tribunal found that there is little or no evidence of any unreasonable or inappropriate conduct by the 5 Tenants, aside from a need to redecorate some rooms, and replace a small amount of carpet and some locks.

75. Nor was there any compelling evidence of any unreasonable or inappropriate conduct by Mr Patel, beyond his ignorance of the need for an HMO licence, and in respect of the need to improve the property to make it compliant. Indeed the Tribunal concluded that he otherwise conducted himself as a responsible and considerate landlord. It was noted that he had volunteered as a consequence of the pandemic, and without there being any contractual commitment, to reduce the rental payments which would have been due in respect of the final university term.

76. Mr Patel gave his evidence in an honest and straightforward manner. It is clear that he is not a professional landlord with a large portfolio of properties. He confirmed that prior to the 5 Tenants' tenancy he had only let the property to single households. The Tribunal believed him when he said he did not intend to let the property without necessary licence, that he was unaware of the requirement until after the tenancy, and that in his words the offence was "a genuine mistake".

77. The Tribunal noted that as soon as Mr Patel was aware of the need for a HMO licence he immediately put in hand the necessary works to make the property compliant and thereafter applied for a licence. It is clear from the letter from the Council that it would thereafter have readily granted the licence to him on payment of the appropriate fee.

### **The landlord's financial circumstances**

78. The Tribunal accepts that Mr Patel's financial circumstances have been severely and adversely impacted by the economic effects of the pandemic, which have continued for over a year and are continuing.

### **Whether the landlord has any relevant convictions**

79. There is nothing in the case papers to suggest that Mr Patel has been convicted of any of the offences specified in section 40(3) of the 2016 Act. He categorically confirmed at the Hearing that he has not been convicted of any offences.

### **The Tribunal's determination**

80. Having reviewed all the circumstances, and carefully weighed the various relevant considerations the Tribunal in determining the appropriate amount of the rent repayments decided that it should reduce the maximum amount by the estimated costs of the utilities paid directly by Mr Patel, and the estimated costs of redecoration and other repairs which went beyond reasonable wear and tear, before discounting the resultant figure by 20% to take into account Mr Patel's conduct of (inter-alia) readily admitting the offence and taking immediate steps to improve the property and, thereafter applying a further discount of 20% to take account of Mr Patel's financial circumstances.

81. The amount of the rent repayment orders were therefore calculated at follows: –

	<b>In respect of the whole property</b>	<b>Relating to each of the 5 Tenants</b>
Maximum Amount and starting point	£19,400	£3880
Deduction for estimated cost of utilities	£1500	£300
Deduction for estimated costs of repairs and dilapidations	£500	£100
Net resultant figure	£17,400	£3480
Less 20% deduction due to Mr Patel's conduct	£3480	£696
Less 20% deduction due to Mr Patel's financial circumstances	£3480	£696
<b>Amount of Rent Repayment Order</b>	<b>£10,440</b>	<b>£2088</b>

82. By such calculations it was decided that Mr Patel should make rent repayments of £2088 to each of the 5 Tenants, equating to between 5 and 6 months gross rent which, in all the circumstances, the Tribunal finds to be just and proportionate.

83. The Tribunal noted that Mr Patel had confirmed in his oral evidence that the costs of making the property HMO compliant, including the provision of various fire doors, emergency lighting, and fire boarding and plastering works in the cellar had amounted to approximately £5000. The Tribunal was clear that the penalty imposed by the Rent repayment orders could not be less than that figure, in order to ensure that any benefit accruing from having let a non-compliant property should be removed, and on the basis that it should never be cheaper to offend than to comply.

### **Reimbursement of the tribunal application fee**

84. Mr Barley-Morey incurred an application fee of £100 in connection with these proceedings. As he has succeeded in obtaining a rent repayment order, it is appropriate that Mr Patel should also reimburse him for that fee in addition to repaying rent.

**Tribunal Judge J Going**  
**14 April 2021**