



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

Case Reference : **LON/00AU/HMF/2021/0291**

HMCTS : **V: CVPREMOTE**

Property : **17a Birnham Road, London, N4 3LJ**

Applicants : **Ruby Harrop
Ada Wordsworth**

Representative : **In person**

Respondents : **Annesa Peara**

Representative : **Lawrence Jegede (Solicitor)**

Type of Application : **Application for a Rent Repayment
Order by Tenant – Sections 40, 41,
43 & 44 of the Housing and
Planning Act 2016**

Tribunal Member : **Judge Robert Latham
Sarah Phillips MRICS**

**Date and Venue of
Hearing** : **25 April 2022 at
10 Alfred Place, London WC1E 7LR**

Date of Decision : **12 May 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has not been objected to by the parties. The form of remote hearing was V: CPVEREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The Tribunal had regard to the Bundles filed by the parties (see [2] below).

Decision of the Tribunal

1. The Tribunal removes Lawrence Wilson and Edward Kozan as parties to this application.
2. The Tribunal makes a rent repayment order against Annesa Peara in favour of Ruby Harrop and Ada Wordsworth in the sum of £5,137.50 which is to be paid by 3 June 2022.
3. The Tribunal makes no order for the reimbursement of the tribunal fees paid by the applicants.

The Application

1. By an application, dated 2 December 2021, the Applicants seek a Rent Repayment Order (“RRO”) against the Respondents pursuant to Part I of the Housing and Planning Act 2016 (“the 2016 Act”). The application relates to the accommodation which they occupied at 17A Birrham Road, London N4 3LJ (“the Flat”) between 12 September 2020 and 30 September 2021.
2. On 26 January 2022 the Tribunal issued Directions which were amended on 3 March 2022. Pursuant to these Directions:
 - (i) The Applicants have filed a Bundle of Documents (65 pages). Despite the express wording of the Directions, it is not paginated and there is no index. No witness statements are included. Reference to the electronic numbering will be prefixed by “A1._”.
 - (ii) The Respondents have filed a Bundle of Documents (93 pages). This is only partially paginated and there is no index. It includes a witness statement from Ms Annesa Peara and both a witness statement and an affidavit from Mr Edward Kozan. Reference to the page numbering will be prefixed by “R1._”
 - (iii) The Applicants filed a Bundle in Response (4 pages). Reference to this will be prefixed by “A2._”

The Hearing

3. Ms Ruby Harrop and Mr Lawrence Wilson attended and gave evidence. Ms Harrop gave evidence from a caravan in Calais where she is a volunteer supporting asylum seekers. She was not fully engaged with the hearing and took a number of phone calls and had a number of other distractions during the course of the hearing. Ms Ada Wordsworth did not attend. We were told that she was travelling back from Poland, having delivered provisions for Ukraine. Given the failure of either Ms Harrop or Mr Wilson to provide witness statements, the Tribunal informed them that they would not be permitted, as a matter of procedural fairness, to raise matters which they had not included in their bundle of documents. During the course of the tenancy, they were both studying Arts and Science at University College London. Ms Quincy Whitaker, a barrister, appeared as a McKenzie friend. She made closing submissions on behalf of the Applicants.
4. Mr Lawrence Jegede, a Solicitor, appeared on behalf of Ms Peara and Mr Kozan, both of whom gave evidence. Mr Kozan is a director of Living London Ltd which trades as “Living London Estate Agents” (“London Living”). This is a small business based at 702B High Road, London, N17 0AE. This is in Haringey. There is one other employee. Living London manage some 160 properties, the majority of which are in Haringey or Enfield. Mr Kozan had arranged the letting of the Flat and managed it on behalf of Ms Peara. However, Ms Peara had arranged for any repairs. He charged Ms Peara £100 per month for managing the Flat.
5. Ms Peara lives in Southgate, N14 at a property which she owns. She owns two buy to let properties, both of which are managed by Ms Kozan. At the hearing, Ms Peara was in some distress as her son had recently died and his partner was in hospital. However, all the matters upon which she seeks to rely are set out in her witness statement.

Procedural Issues

6. In their application form, the Applicants have not specified the RRO that they are seeking. Mr Wilson confirmed that they were seeking a RRO in the sum of £14,500, namely 100% of the rent paid between 1 February 2021 and 27 September 2021. The alleged offence is control or management of an unlicensed HMO under section 72(2) of the Housing Act 2004.
7. The Housing Act 2016 permits a tenant to seek a RRO against their landlord.
 - (i) In Section 1 of their application form, the Applicants had named Mr Wilson as an applicant. The Applicants agreed that Mr Wilson was not named as a tenant on the tenancy agreement and was a mere licensee. It is

for Ms Harrop and Ms Wordsworth to seek a RRO in respect of any rent to which he contributed, and to account to him for any RRO that is made.

(ii) In Section 4 of their application form, the Applicants had named both Ms Peara and Mr Kozan as respondents. The Applicants agreed that they could not seek a RRO against Mr Kozan in his capacity as managing agent.

8. At the beginning of the hearing, the Tribunal removed Lawrence Wilson as an applicant and Edward Kozan as a respondent pursuant to Rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”).

The Background

9. On 17 October 2008, Ms Peara acquired the leasehold interest in the Flat. She also owns the freehold interest jointly with the lessee of Flat B (see A.45-47). Flat A is on the ground and basement floors of this terraced property. Ms Peara has rented out the Flat using the services of estate agents. The Flat has two bedrooms and a living room. However, the living room has been used as a third bedroom. There is also a kitchen/diner.
10. In September 2020, Ms Peara instructed Mr Kozan to re-let the Flat. Living London advertised the Flat as having “2/3 bedrooms” noting that the living room could be used as a 3rd bedroom (see A2.4). It was also advertised on the “on the Market” website as having three bedrooms. The Applicants provided a link to the original letting (at A2.4). There are a series of photographs. One shows a bunk bed in the living room. Two photographs illustrate the kitchen/diner.
11. Ms Harrop, Ms Wordsworth and Mr Wilson were all unattached students. They required accommodation for the university year. The Assured Shorthold Tenancy agreement, dated 12 September 2020, is at A1.24-44. The tenancy is for a term of 12 months at a rent of £1,850 pm. A deposit of £1,850 was paid. Only Ms Harrop and Ms Wordsworth are named as tenants. Ms Frances Wilson and Ms Karen Narramore agreed to act as guarantors of the rent.
12. The Applicants stated that Mr Kozan only wanted to put two names on the tenancy agreement. We are satisfied that both Mr Kozan and Ms Peara knew that Mr Wilson would be occupying the third bedroom and would be contributing to the rent. This is confirmed by a number of contemporaneous text messages between Mr Kozan and Ms Wordsworth in September 2020 (at A1.60-64). Mr Kozan required various documents from three students. Mr Kozan texts: “Documents from all 3 of you but guarantors’ documents only from 2 people”. Mr Wilson provided his passport and details of his student loan. There was an exchange as to which two of the three occupants should be named on the tenancy agreement and in whose names the utility bills should be registered.

13. Ms Wordsworth occupied the living room as her bedroom. Mr Kozan arranged for the bunk bed to be removed and the students bought a bed on eBay. The three students contributed to the cost of the bed.
14. Ms Wordsworth paid the rent of £1,850 to Mr Kozan (see A1.50). Each student contributed to this: (i) Mr Wilson paid £620 pm (A1.48); (ii) Ms Harrop paid £610 pm (A1.49); and Ms Wordsworth paid £620 pm.
15. The Respondent asserts that the Flat was advertised as having two bedrooms and that Ms Harrop and Ms Wordsworth were the only occupiers. Had the Applicants wanted to include Mr Wilson as a tenant, she would have had no objection to this. Mr Wilson had only come on the scene at a later stage. They had understood that he had had a romantic relationship with either Ms Harrop or Ms Wordsworth. He may have stayed occasionally. However, they asserted that he was never occupied the Flat with any degree of permanence.
16. The Tribunal is satisfied that this was a flat share for the three Applicants. The Tribunal prefers the evidence of the Applicants for the following reasons:
 - (i) The Flat was advertised by Living London as having “2/3 bedrooms”, and “on the Market” as having 3 bedrooms.
 - (ii) Mr Kozan required Mr Wilson to provide his passport and details of his student loan. These would not have been required in respect of a casual visitor.
 - (iii) In July 2021 (A1.59), Mr Wilson texted Ms Peara. First, he requested a letter confirming that he lived at the Flat and reported that a dehumidifier had stopped working. Ms Pear responded referring him to Mr Kozan for the letter and arranging a time when she could collect the remodified. This exchange is only consistent with Ms Peara being aware of the arrangement between the tenants.
 - (iv) Mr Wilson then contacted Mr Kozan who then provided a letter, dated 5 July 2021, confirming that he was a tenant (at R.93). Mr Kozan has provided an affidavit, dated 22 March 2022 (at R.78) stating that this letter had been an error. Mr Wilson had never been a tenant and had merely been a “visitor”. In his evidence, he sought to blame his personal assistant whom he had asked to write the letter. We are satisfied that Mr Kozan was well aware that Mr Wilson had been living at the Flat throughout the tenancy. Mr Kozan’s explanation of this letter was wholly unconvincing.
 - (v) On 30 July 2021 (at A1.57), Mr Wilson texted Ms Peara seeking to extend the tenancy from 11 to 29 September 2021. Ms Peara agreed to this.

She would not have done so, unless she knew that he was one of the three occupants who were paying the rent.

17. It was common ground that the Flat did not require an HMO licence when the tenancy was granted on 12 September 2020. On 22 October 2020, Islington issued a public notice that they were introducing an additional licencing scheme which would come into force on 1 February 2021. This required all HMOs in Islington to be licenced which are occupied by three or more persons who are not members of the same household (family). This was published on Islington's website.
18. On the same day, a Selective Licencing Scheme came into effect. This extended to all privately rented properties in the Finsbury Park ward where the Flat is situated. However, any HMO which requires a licence under the mandatory or additional licensing schemes, do not require an additional licence under the Selective Licencing Scheme.
19. The reason why Ms Pears and Mr Kozan persisted in their contention that Mr Wilson was not occupying the Flat as a licensee throughout the period of the tenancy is not entirely clear. Whilst the Flat would not have required a licence under the Additional Licensing Scheme, it would have required a licence under Islington's Selective Licencing Scheme.
20. Mr Kozan accepts that he should have applied for an HMO licence for Ms Pears. He stated that he was unaware that the Additional Licencing Scheme had been introduced. He accepted that he should have kept up to date with the letting requirements of the properties that he was managing. He raised two matters in mitigation. First, this was the only property which he was managing in Islington. The bulk of his portfolio was rather in Haringey and Edmonton. Secondly, he referred to the practical difficulties caused by the Covid-19 lockdown.
21. On 8 July 2021, Ms Harrop approached Islington and inquired whether the Flat required an HMO licence (at A1.22). Her reason for making the inquiry seems to have been the Respondent's refusal to add Mr Wilson on the tenancy agreement. By return (at A1.21), Islington provided details of the Additional and the Selective Licensing schemes.
22. On 29 July, Islington notified Ms Pears that an HMO licence was required (at R.47). On 18 August, Mr Kozan applied for a Temporary Exemption Notice on the ground that the tenants were shortly to vacate the Flat. On 27 September (at R.55), Islington granted the Temporary Exemption Notice. On 30 September, the Applicant vacated the Flat.
23. On 11 October (at A1.58), Mr Kozan complained about the condition in which the Applicants had left the Flat. This was resolved by the landlord deducting £500 from the deposit.

24. The Applicants raised some concern about the state of the Flat. However, they had not raised this in their application form. The only complaint in their extended statement of reasons (at A1.17) was the absence of a fire blanket. Whilst the rent was paid to Mr Kozan, Ms Peara was responsible for repairs. The Respondent provided a summary of the text messages relating to items of disrepair (at R.31-36).

The Housing and Planning Act 2016 (“the 2016 Act”)

25. Section 40 of the 2016 Act provides (emphasis added):

“(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.”

26. Section 40(3) tabulates seven offences. These include the offence of “control or management of an unlicensed HMO” under section 72(1) of the 2004 Act.

27. Section 41 deals with applications for RROs. The material parts provide:

“(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.

28. Section 43 provides for the making of RROs:

“(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).”

29. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount “must relate to rent paid during the period mentioned” in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides:

“(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.

30. Section 44(4) provides:

“(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.”

The Housing Act 2004 (“the 2004 Act”)

31. Part 2 of the 2004 Act relates to the licensing of HMOs. Section 61 provides for every prescribed HMO to be licensed. HMOs are defined by section 254 which includes a number of “tests”. Section 254(2) provides that a building or a part of a building meets the “standard test” if:

“(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b) the living accommodation is occupied by persons who do not form a single household (see section 258);

(c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);

(d) their occupation of the living accommodation constitutes the only use of that accommodation;

(e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and

(f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.”

32. The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 prescribes those HMOs that require a licence. Article 4 provides that an HMO is of a prescribed description if it (a) is occupied by five or more persons; (b) is occupied by persons living in two or more separate households; and (c) meets the standard test under section 254(2) of the 2004 Act.

33. On 1 February 2021, Islington introduced an Additional Licencing Scheme. This extends to all HMOs in the borough “occupied by three or more persons who are not members of the same household (family)”.

34. Section 72 specifies a number of offences in relation to the licencing of HMOs. The material parts provide (emphasis added):

“(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

.....

(4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—

(a) a notification had been duly given in respect of the house under section 62(1) (a temporary exemption notice), or

(b) an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

(a) for having control of or managing the house in the circumstances mentioned in subsection (1).

35. It is to be noted that section 72 does not use the word “landlord”. Section 263 defines the concepts of a person having “control” and/or “managing” premises (emphasis added):

“(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.

(3) In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person.”

36. Section 72(4)(b) provides a defence from the date on which a landlord applies for a licence. When the landlord rather decides to apply for a Temporary Exemption Notice, section 72(4)(a) only provides a defence from the date on which the landlord is notified that a Temporary Exemption Notice has been granted. A local housing authority has a discretion as to whether or not to grant such a licence.

37. The Respondent must establish a reasonable excuse on a balance of probabilities (see *IR Management Services Ltd v Salford CC* [2020] UKUT 81 LC). The Court of Appeal in *Palmview Estates Ltd v Thurrock Council* [2021] EWCA Civ 1871; [2022] 1 WLR 1896, has recently emphasised that a landlord must establish a reasonable excuse for having control of or managing of an unlicensed HMO; the defence is not a reasonable excuse for not applying for a licence. Asplin LJ stated at [31]:

“There is no definition of “reasonable excuse” in the 2004 Act. However, it seems to me that the plain meaning of the words used in the subsection as a whole and taken in context is that there is a defence if, viewed objectively, there is a reasonable excuse for having control of or managing an HMO without a licence. It seems to me that it is obvious, therefore, that the reasonable excuse must

relate to activity of controlling or managing the HMO without a licence. It is that activity which is the kernel of the offence in section 72(1).”

38. In *Thurrock Council v Daoudi* [2020] UKUT 209 (LC), the Deputy Chamber President, Martin Rodger QC, made the following observation (at [27]):

“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.

39. In *R (Mohamed and Lahrie) v Waltham Forest LBC* [2020] EWHC 1083 (Admin); [2020] 1 WLR 2929, Dingemans LJ (at [46]) held that the strict liability nature of the offence is relevant, because:

“... [it] will promote the objects of the 2004 Act by ensuring that those who control or manage a property which is [an] HMO take reasonable steps to ensure that their properties are registered as HMOs where necessary. This promotes proper housing standards for tenants living in HMOs.”

40. The Tribunal has also had regard to the decision of the Upper Tribunal in *Aytan v Moore* [2022] UKUT 27 (LC), a decision of Judge Elizabeth Cooke and Siobhan McGrath. The facts were not dissimilar to the current case. The Upper Tribunal stated at [40]:

“We would add that a landlord’s reliance upon an agent will rarely give rise to a defence of reasonable excuse. At the very least the landlord would need to show that there was a contractual obligation on the part of the agent to keep the landlord informed of licensing requirements; there would need to be evidence that the landlord had good reason to rely on the competence and experience of the agent; and in addition there would generally be a need to show that there was a reason why the landlord could not inform themselves of the licensing requirements without relying upon an agent, for example because the landlord lived abroad.”

Our Determination

41. Our starting point is section 263 of the 2004 Act (see [35] above). We are satisfied that Ms Peara falls within the statutory definitions the “person managing” the Flat. She received the rents for the Flat through Mr Kazan, her managing agent.
42. The Tribunal is satisfied beyond reasonable doubt that the Respondent committed an offence under section 72(1) of the 2004 Act. We are satisfied that:

(i) The Property was an HMO falling within the “standard test” as defined by section 254(2) of the 2004 Act which required a licence (see [37] above):

(a) it consisted of three units of living accommodation not consisting of self-contained flats;

(b) the living accommodation was occupied by persons who did not form a single household;

(c) the living accommodation was occupied by the tenants as their only or main residence;

(d) their occupation of the living accommodation constituted the only use of the accommodation;

(e) rents were payable in respect of the living accommodation; and

(f) the households who occupied the living accommodation shared the kitchen, bathroom and toilet.

(ii) From 1 February 2021, the Flat required a licence under Islington’s Additional Licencing Scheme.

(iii) The Respondent had not licenced the HMO as required by section 61 of the 2004 Act. This is an offence under section 72(1).

(iv) The offence has been committed between 1 February and 27 September 2021.

43. Ms Peara has not satisfied us that she has a defence of reasonable excuse for managing an unlicensed HMO. She must accept responsibility for the failure of her managing agent to licence the Flat. The 2016 Act, as opposed to the 2004 Act, places the liability solely on the landlord. Mr Kazan accepted that he should have kept up to date of the letting requirements of the properties that he was managing. However, a landlord has the ultimate responsibility for ensuring that their property complies with any statutory requirements. Ignorance of the law is no defence.

44. However, we do accept that there are a number of mitigating factors that we should take into account when we come to assess the size of the RRO that we are minded to make against Ms Peara:

(i) The Flat did not require a licence when it was let to the Applicants;

(ii) Ms Peara appointed managing agents to collect the rent, albeit that she retained responsibility for day-to-day repairs. She had a reasonable expectation that Mr Kozan would inform her of any requirements in respect of licencing the Flat.

(iii) On 18 August 2021, Mr Kozan applied for a Temporary Exemption Notice, albeit that Islington did not grant this until 27 September 2021. This delay by Islington was outside the control of the landlord.

45. The 2016 Act gives the Tribunal a discretion as to whether to make an RRO, and if so, the amount of the order. Section 44 provides that the period of the RRO may not exceed a period of 12 months during which the landlord was committing the offence. The amount must not exceed the rent paid by the tenant during this period, less any award of universal credit received during that period in respect of rent.

46. The Applicants are seeking a RRO in the sum of £14,500, namely 100% of the rent paid between 1 February 2021 and 27 September 2021. We must first make a reduction for any universal credit received during that period by Mr Wilson and Ms Harrop in respect of rent (see the Calculation at A1.52):

(i) Mr Wilson received universal credit on 23 August, 23 September and 23 October 2021. This is paid in arrears. In July, he only received a reduced award because of his earnings. The Tribunal therefore makes deductions of £620, £355 and £620, a total of £1,595.

(ii) Ms Harrop received universal credit on 10 July, 10 August and 10 September 2021. Her rent share was £610. We therefore make a deduction of £1,830. The Tribunal notes that Ms Harrop's universal credit seems to have been based on her liability for the rent being £925, rather than £610 pm. This is a matter for her to resolve with the Benefits Agency.

47. The Tribunal therefore makes a reduction of £3,425. The maximum award which we are able to make is therefore £11,075. We were told that Mr Kozan charged a management fee of £100 per month. We are satisfied that we deduct this, namely £800 for the eight months for which a RRO is claimed. This reduces the maximum award to £10,275.

48. Section 44 of the 2016 Act, requires the Tribunal to take the following matters into account:

(i) The conduct of the landlord: We have identified the three mitigating factors which we are minded to take into account.

(ii) The conduct of the tenant: Complaint was made of the condition in which the tenants left the Flat. However, we are satisfied that this has been reflected in the deduction of £500 which was made from their deposit.

(iii) The financial circumstances of the landlord: There is no evidence of this.

(iv) Whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies, namely the offences specified in section 40. There is no relevant conviction in this case.

49. We have had regard to the recent decisions of the Upper Tribunal including Judge Cooke in *Vadamalayan v Stewart* [2020] UKUT 183 (LC); the Deputy Chamber President, Martin Rodger QC, in *Ficcara v James*[2021] UKUT 38 (LC); and the Chamber President, Mr Justice Fancourt in *Williams v Parmar* [2021] UKUT 244 (LC). We note that the relevant factors which we should take into account are not limited to those mentioned in section 44(4).
50. We are satisfied that we should make a substantial deduction of 50% in respect of the mitigating factors which we have identified in [44] above. We therefore make a RRO in the sum of £5,137.50. This must be made against Ms Pears, as the landlord. In so far as there was any negligence by Mr Kozan, she may have a claim against him. It is for the tenants to determine how they divide the RRO between themselves.
51. The Applicants applied for a refund of the tribunal fees of £300 which they have paid pursuant to Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 213. The Tribunal would normally make such an order in favour of a successful applicant. However, we are not minded to make such an order in this case. The Applicants have not prepared the case with the care that we would have expected. We have identified the deficiencies in both the application form and their statement of case. Mr Kozan should not have been joined as a respondent. This tribunal is used to dealing with litigants in person. Both the application form and the directions have been drafted accordingly. However, we expect any litigant to have due regard to these in formulating their cases.

Judge Robert Latham
12 May 2022

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.