



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

Case Reference : **VG/LON/00AU/HMF/2022/0132**

HMCTS Code : **V: CVP REMOTE**

Property : **51 Arundel Grove, London N16 8LX**

Applicants : **Ms Calista Davidson (1)
Ms Olivia Dinwoodie (2)
Ms Amy Illing (3)**

Representative : **Mr Cameron Neilson (Justice for
Tenants)**

Respondents : **Mr Iain David Hodgetts**

Representative : **Unrepresented**

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

Tribunal members : **Judge Donegan
Ms Susan Coughlin MCIEH
(Professional Member)**

Date of hearing : **01 December 2022**

Date of decision : **08 December 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: CVPREMOTE. A face-to-face hearing was not held because it was not practicable, and all issues could be determined at a remote hearing. The documents that the Tribunal were referred to are in a bundle of 232 pages, the contents of which have been noted.

Decision of the Tribunal

1. **The Tribunal makes the following rent repayment order ('RRO'):**
 - (a) **The applicant shall pay the sum of £8,488.80 (Eight Thousand, Four Hundred and Eighty-Eight Pounds and Eighty Pence) to the applicants by 05 January 2023.**
2. **The respondent shall reimburse the Tribunal fees paid by the applicants in the total sum of £300 (Three Hundred Pounds). The respondents must pay this sum to the applicants by 05 January 2023.**

The background

3. The respondent is the registered freehold proprietor of 51 Arundel Grove, London N16 8LX ('the Property'), which is a two-storey mid-terrace house. The applicants were tenants of the Property between 30 January and 29 July 2021.
4. The applicant's bundle included photographs and floor plans of the Property, which comprises an entrance porch, kitchen/diner and living room on the ground floor and three bedrooms, bathroom, and separate toilet on the first floor. The first floor is accessed by a narrow staircase leading up from the kitchen/diner. One side of the staircase is completely open with no balustrades or handrail. There is a garden to the rear of the Property, with decked and lawned areas.
5. The applicants were granted an assured shorthold tenancy ('AST') of the Property on 30 January 2021 for a term of 12 months at a rent of £1,999 per calendar month, excluding utility bills and Council Tax. The AST named the respondent as the landlord and included a break clause, entitling the parties to terminate after six months. The applicants exercised this option and vacated the Property on 29 July 2021. The tenancy was arranged by Courtneys Sales and Lettings Agents ('Courtneys') and they dealt with Ms Lauren Cromarty and Mr Tim Gorgulu at Courtneys. They had no direct contact with the respondent.
6. Unfortunately, the applicants experienced various maintenance issues at the start of the AST. On the day they moved in there was no electricity on one of the two household circuits, meaning they had no heating, working fridge or appliances for their first day and night. A hose came loose the first time they used the washing machine, flooding the kitchen/diner and living room and causing damp and mould. The flood blew several electrical appliances and the Property had to be rewired, which took approximately two weeks. During this period there was no WiFi. There were also leaks from the first-floor skylights, damp patches on the kitchen

ceiling, excessively hot pipes under the kitchen floor and the dishwasher did not work for a prolonged period.

7. The applicants reported all these issues to Courtneys. Ms Cromarty instructed contractors to undertake various repairs and many of the issues were resolved. Understandably, the applicants requested compensation for the disruption and Ms Cromarty negotiated a three-week rent abatement with the respondent. The rent payments for March, April and May 2021 were each discounted by £461, to £1,538 per month. The respondent also paid £40 to the applicants to compensate them for a takeaway meal on the first night of their tenancy.

8. Towards the end of the tenancy the third applicant, Amy Illing, fell down steps in the rear garden. She sustained a cut to her right forefinger and substantial bruising to her right arm, as shown in photographs in the applicants' bundle.

9. The total rent paid by the applicants was £10,611, which is broken down as follows:

28/01/2021	£1,999
28/02/2021	£1,999
30/03/2021	£1,538
30/04/2021	£1,538
30/05/2021	£1,538
30/06/2021	<u>£1,999</u>
	£10,611

All payments were made from Olivia Dinwoodie's bank account with the other two applicants paying their rent contributions into this account. The rent was paid to Courtneys for the first five months of the AST. The final month's rent was paid direct to the respondent.

10. The applicants are not members of the same family, and each had their own bedroom at the Property. The downstairs rooms, bathroom and toilet were communal.

11. On 22 October 2020 Islington Council designated an additional licensing scheme in respect of houses in multiple occupation ('HMOs'). The area affected covers the entire area of the London Borough of Islington ('the Designated Area'). The scheme came into force on 01 February 2021 and will cease to have effect on 01 February 2026. It applies to:

- *all HMOs, as defined in section 254 of the Act, which are occupied by three or more persons who are not members of the same household (family) including flats located within purpose built blocks, and*

- *all buildings converted into self-contained flats where the building work undertaken in connection with the conversion did not comply with the Building Regulations 1991 (or later regulations if applicable) and still does not comply; and where all of the flats are privately rented and under one single freehold ownership*
12. During the scheme, a person having control or managing a prescribed HMO in the Designated Area must apply to the London Borough of Islington for a licence. Failure to apply for a licence is an offence under section 72(1) of the Housing Act 2004 ('the 2004 Act').
 13. The Property is within the Designated Area and was not licensed throughout the applicants' occupation.

The application and procedural history

14. The applicants seek a RRO pursuant to sections 40 to 44 of the Housing and Planning Act 2016 ('the 2016 Act'). They are represented by Justice For Tenants ('JFT').
15. The RRO application was received by the Tribunal on 29 June 2022 and named Mr Iain David Hodgetts as the sole respondent. Panel 4 of the application form included two postal addresses (105 Shore Road, Dunoon PA23 7SR and c/o Courtney Estate Agents, 544 Kingsland Road, London E8 4AH) for the respondent and one email address (iain@theruberslaw.co.uk). All Tribunal correspondence has been sent to him using the email address. He has not responded to this correspondence or engaged with these proceedings.
16. The tribunal issued directions on 26 July 2022 and the case was subsequently listed for a remote video hearing on 01 December 2022. Directions 5-11 dealt with filing and service of digital bundles. Direction 7 required the applicants to provide their bundle by 06 September 2022 and Direction 9 required the respondent to provide his bundle by 18 October 2022. Direction 11 listed the documents to be included in the respondent's bundle, including:
 - “(a) *a full statement of reasons for opposing the application, including any defence to the alleged offence and response to any grounds advance by the Applicant, and dealing with the issues identified above*
 - (b) *a copy of all correspondence relating to any application for a licence and any licence that has now been granted*
 - ...
 - (f) *a statement as to any circumstances that could justify a reduction in the maximum amount of any rent repayment order (see Annexe), including full details of any conduct by the tenant said to be relevant to the amount of the Rent Repayment Order sought. If reliance is placed on the landlord's financial circumstances,*

appropriate documentary evidence should be provided (redacted as appropriate)”.

17. The applicants provided their bundle in accordance with the directions. The respondent did not, and the Tribunal issued a notice of intention to bar him from taking any further part in the proceedings on 09 November 2022. He failed to respond to that notice and a barring order was made on 18 November, pursuant to rule 9(7) of the Tribunal (Procedure) (First-tier Tribunal) (Property Chamber) Rules 2013 (‘the 2013 Rules’). The respondent has not applied for the lifting of this bar.
18. The relevant legal provisions are set out in the appendix to this decision.

The hearing

19. The hearing took place on 01 December 2022, by remote video conferencing. Mr Cameron Neilson of JFT appeared for the applicants. They also attended and gave oral evidence. The respondent did not attend and was not represented.
20. Prior to the hearing the case officer wrote to JFT, at my instigation, querying if they had heard from the respondent. Mr Neilson responded on 28 November 2022, stating they had not heard since the commencement of these proceedings.
21. At the start of the hearing, I expressed some concern about the respondent’s lack of engagement and queried his email address. Mr Neilson explained this had been supplied by the applicants and that JFT had sent all correspondence to both postal addresses, as well as the email address. During a short adjournment, he forwarded an email from the respondent dated 18 February 2021 confirming Ms Illing was a tenant at the Property. That email was sent from iain@theruberslaw.co.uk, being the address on the application form and used by the Tribunal and JFT.
22. Following the adjournment, I informed Mr Neilson the Tribunal was satisfied the proceedings and correspondence had been validly served on the respondent and would proceed with the hearing. The Tribunal correspondence, including letters attaching the application, directions, hearing notice, notice of intention to bar and barring notice, was all sent to the email address used by the respondent 18 February 2021. JFT’s correspondence was sent to this address, as well as both postal addresses. The Tribunal notes the gas safety certificate for the Property dated 07 October 2020, as included in the applicants’ bundle, was addressed to the respondent at 105 Shore Road, Innellan, Dunoon PA23 7SR, being one of these postal addresses.
23. There was no need for opening submissions as Mr Neilson had filed a helpful skeleton argument in advance of the hearing. Rather, the Tribunal

proceeded to hear evidence from each of the applicants. They verified their respective witness statements and answered questions from Mr Neilson and the Tribunal. Their evidence is summarised overleaf:

- (a) Ms Davidson's statement is dated 31 August 2022 and explained the applicants are friends and had previously lived together in Homerton. They found the Property via Zoopla and were shown around by Mr Gorgulu, who said it had been empty for some time during renovations. All three applicants moved in on 30 January 2021, with Ms Dinwoody in Bedroom 1, Ms Illing in Bedroom 2, and Ms Davidson in Bedroom 3. They all moved out on 29 July 2021.
- (b) In addition to the various maintenance issues, Ms Davidson's statement referred to a problem with the front and back doors which had to be locked from the inside, presenting a potential fire hazard. The open-sided staircase was also hazardous with the risk of a fall onto hard tiles on the kitchen floor, below. The statement also explained there was no smoke detector in Bedroom 3 and the applicants did not receive gas and electrical safety certificates when they first moved into the Property. Rather, they had to request these from Courtneys. Their bundle included copies of the certificates which are dated 07 and 16 October 2020, respectively together with an energy performance certificate ('EPC') dated 18 October 2020. The electrical certificate states the electrical installation was in "*SATISFACTORY/GOOD CONDITION*".
- (c) The statement also summarised the applicants' dealings with Courtneys and exhibited relevant email correspondence. Ms Cromarty was always helpful, and the emails reveal she dealt with the maintenance issues promptly and efficiently. However, Ms Davidson felt intimidated and patronised by Mr Gorgulu, whose manner was abrasive.
- (d) In her oral evidence, Ms Davidson said there was no fire blanket in the kitchen and the kitchen door had glass panes, which suggests it is not a fire door. The washing machine leak penetrated through the wall to the sitting room causing mould on that wall and the back of the sofa. Courtneys supplied a dehumidifier which resolved this issue after a couple of weeks. The excessive heat from kitchen floor pipes left the floor too hot to stand on barefoot but this was infrequent.
- (e) Ms Davidson acknowledged that most maintenance issues were resolved in the first few weeks of the tenancy. The applicants did not request additional compensation, over and above the three-week rent abatement.
- (f) Ms Dinwoodie's statement is dated 31 August 2022. It repeated much of Ms Davidson's statement but also addressed the size of Bedroom 1. This is the smallest of the three bedrooms, and Ms Dinwoodie paid lower rent than Ms Davidson and Ms Illing. Based on the floorplan in the applicants' bundle, the dimensions are 3.40 x 2.00 meters (6.8 square meters). However, Ms Dinwoodie believes the width to be 1.90m as she slept on a double mattress on the floor, which had to be wedged in. This would reduce the floor area to

6.46sqm (3.40 and 1.90m). Islington Council has determined that a minimum room size of 8sqm applies to all HMOs in the borough, where there is single occupation with shared kitchen facilities in a separate room.

- (g) In her oral evidence, Ms Dinwoodie stated that the dehumidifier had to be used on a further occasion, after the initial drying out of the living room, but could not say when. Due to its small size, her bedroom only contained the double mattress, a bookshelf, bedside table and small chest of drawers. There was no wardrobe and she kept most of her clothes in a cupboard on the landing. From recollection there was no smoke detector in the bedroom.
 - (h) Ms Illing's statement is dated 01 September 2022. Again, this repeated much of Ms Davidson's statement. It included very brief details of her fall on the garden steps, which she describes as "*made of slippery wood and old bricks*" and "*exceptionally rickety*". In her oral evidence, she said the fall occurred approximately one week before the applicants moved out of the Property and she did not report this to Courtneys.
 - (i) Ms Illing's statement also refers to her having a panic attack following one of Mr Gorgulu's visits to the Property, with the implication it was caused by his behaviour.
 - (j) Ms Illing could not recall a smoke detector in her bedroom. She could recall a detector in the kitchen, as this went off from time to time. The rewiring took approximately two weeks, and the Property was without power and lights at various stages throughout this work.
24. In his skeleton argument, Mr Neilson invited the Tribunal to make a RRO equivalent to 95% of the rent paid by the applicants. He referred to various authorities, including the Upper Tribunal's decision in ***Acheampong v Roman [2022] UKUT 239 (LC)*** where Judge Cooke gave the following guidance:
- "20. *The following approach will ensure consistency with the authorities:*
- a. *Ascertain the whole of the rent for the relevant period.*
 - b. *Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available and experienced tribunal will be able to make an informed estimate.*
 - c. *Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment made by made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting*

point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step.

d. Consider whether any deduction from, or addition, to that figure should be made in the light of the other factors set out in section 44(4).

25. The whole rent for the relevant period was £10,611 and there is no deduction for utilities, as these were all paid by the applicants. Mr Neilson suggested the starting point, having regard to the seriousness of the offence, should be 90%. The offence in question (managing or being in control of unlicensed HMO) attracts the same maximum penalty as failure to comply with a prohibition order (s.32(1) of the 2004 Act) or an improvement notice (s.30(1)). Mr Neilson relied on various fire safety breaches, maintenance issues and breaches of management regulations, and minimum room sizes in making his assessment. He also alleged a lack of processes to keep up to date with legal obligations and a systemic or institutional neglect of regulatory requirements.
26. Mr Neilson proposed an addition of 5% from this starting point, based on the respondent's poor conduct and the applicant's good conduct, to arrive at 95%. Again, he referred to a systemic or institutional neglect of the respondent's legal obligations.
27. In his oral submissions, Mr Neilson referred the Tribunal to paragraph 1A of Schedule 4 to the 2004 Act, as introduced by the Licensing of Houses in Multiple Occupation (Mandatory Conditions of Licences) (England) Regulations 2018. This imposes a minimum floor area for single bedrooms, for persons over 10, of 6.51sqm as a mandatory condition for Part 2 HMO licences in England.

Findings

28. The Property was an HMO throughout the applicants' occupation. It meets the standard test at s.254(2) of the 2004 Act in that the living accommodation was occupied by them as their only or main residence, their occupation constituted the only use of that accommodation, they paid rent for this occupation, they did not form a single household and they shared one or more of the basic amenities (the downstairs rooms and the bathroom and toilet).
29. The Property is within the Designated Area and was not licensed throughout the applicants' occupation. There has been no licence application, as evidenced by an email from Colin Robinson, Licensing Assistant for the London Borough of Islington dated 31 May 2022 included in the applicants' bundle.

30. The respondent was the applicants' landlord for the duration of the AST (30 January to 29 July 2021).
31. The Tribunal is satisfied, beyond a reasonable doubt that an offence has been committed under section 72(1) of the 2004 Act in that the respondent controlled or managed an unlicensed HMO which was required to be licensed. He was the landlord under the AST and is the registered freehold proprietor of the Property, as evidenced by official copies of the register included in the applicant's bundle. The respondent had control and management of the Property throughout the applicants' occupation.
32. The respondent has not filed a bundle or engaged with these proceedings. There was no evidence or information to suggest he had a reasonable excuse for the failure to licence the Property.

The Tribunal's decision

33. Having satisfied itself that an offence had been committed under section 72(1) of the 2004 Act, the Tribunal then considered whether to make an RRO. Given the respondent's failure to licence the Property throughout the six months of the AST and the seriousness of the offence it is appropriate to make such an order.
34. This is an application under section 41 of the 2016 Act and the amount of the RRO falls to be determined under section 44. The respondent not been convicted of any offence (s44(4)(c)) and did not supply details of his financial circumstances (s44(4)(b)).
35. The Tribunal followed the four-stage approach in ***Acheampong***. The rent paid during the relevant period (30 January to 29 July 2021) was £10,611. There is no deduction for utilities, as the applicants paid these in addition to their rent.
36. When considering seriousness of the offence, the Tribunal had particular regard to the fire hazards at the Property. There was no fire blanket in the kitchen and, seemingly, no smoke detectors in the bedrooms. The kitchen door does not appear to be a fire door, although it would in any event only prevent fire and smoke spread into the living room. The front and rear doors of the Property had to be locked from the inside, which makes escape harder. Most significantly, the only means of escape from the bedrooms is down the narrow open-sided staircase and through the kitchen/diner. These present obvious and substantial risks.
37. The fire hazards would have been identified had the respondent applied for an HMO licence. Any licence would have been subject to conditions and may have required the reconfiguration of the staircase and downstairs rooms, to ensure fire safety.

38. The Tribunal also had regard to the small size of Bedroom 1, which is below the 8sqm threshold applied by Islington Council. Based on the floorplan in the applicants' bundle, which appears to have been prepared by estate agents, the floor area is 6.80sqm. However, it may be as small as 6.48sqm which would take it below the threshold at paragraph 1A of Schedule 4 to the 2004 Act. The Tribunal is unable to make a finding on the room size without a measured survey, but this issue would also have been identified on a licence application.
39. It appears Ms Illing injured her right forefinger and arm when falling down the garden steps. However, the evidence on this aspect was very limited and the Tribunal is unable to make any finding on the cause of the fall.
40. There were various significant maintenance issues during the early part of the AST but most were remedied within a few weeks and the applicants were compensated, at least in part, with the three-week rent abatement and the £40 payment. Ms Cromarty dealt with these issues promptly and efficiently, to minimise the disruption. The evidence demonstrates she was helpful and proactive. It appears Mr Gorgulu was less accommodating.
41. The applicants were not supplied with gas or electrical certificates at the start of their tenancy, but these existed (as did the EPC) and were produced following their request. In October 2020 the electrical installation was said to be "*SATISFACTORY/GOOD CONDITION*".
42. In the absence of any evidence from the respondent, the Tribunal cannot say why there was no licence or licence application. Equally, it is unable to find a lack of processes to keep up to date with legal obligations or systematic or institutional neglect of regulatory requirements. There is no material as to the respondent's circumstances, property holdings and processes, to enable the Tribunal to make such findings.
43. Having regard to all these factors, the Tribunal concludes that the offence is towards the upper end of the seriousness range and justifies repayment of 80% of the rent.
44. Finally, the Tribunal considered the s.44(4) factors. There is no suggestion of poor conduct on the part of the applicants. They complied with the terms of their tenancy, paid their rent and promptly reported all defects. There was no evidence or information about the respondent's financial circumstances. There was poor conduct on his part in that the Property was let with serious fire hazards and it appears Bedroom 1 should not be let as a separate bedroom. There were also the maintenance issues during the early part of the AST but most were resolved within a few weeks and the applicants have received compensation. All these conduct issues have already been reflected in the 80% assessment and do not warrant an additional adjustment.

45. All of this means the respondent must repay £8,488.80 to the applicants being 80% of the total rent paid (£10,611). This sum must be paid to the applicants within 28 days of this decision
46. Mr Neilson's skeleton argument foreshadowed an application for reimbursement of the Tribunal fees, pursuant to rule 13(2) of 2013 Rules, which he made orally at the end of the hearing. The sums paid were £100 for the application fee and £200 for the hearing fee. Given the outcome of this case, it is entirely appropriate the respondent should bear these fees. The Tribunal orders the respondent to reimburse the total sum of £300 to the applicants within 28 days of this decision.

Name: Judge Donegan

Date: 08 December 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.

Appendix of relevant legislation

Housing Act 2004

PART 2

LICENSING OF HOUSES OF MULTIPLE OCCUPATION

55 Licensing of HMOs to which this Part applies

- (1) This Part provides for HMOs to be licensed by local housing authorities where –
 - (a) they are HMOs to which this Part applies (see subsection (2)), and
 - (b) they are required to be licensed under this Part (see section 61(1)).
- (2) This Part applies to the following HMOs in the case of each local housing authority -
 - (a) any HMO in the authority's district which falls within any prescribed description of HMO, and
 - (b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in that designation.
- (3) The appropriate national authority may by order prescribe descriptions of HMOs for the purposes of subsection 2(a).

...

56 Designation of areas subject to additional licensing

- (1) A local housing authority may designate, either -
 - (a) the area of their district, or
 - (b) an area in their district,as subject to additional licensing in relation to a description of HMOs specified in the designation, if the requirements of this section are met.

...

72 Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control or managing a HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- ...
- (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), or
 - (b) for permitting the person to occupying the house, or

- (c) for failing to comply with the condition,
as the case may be.

...

254 Meaning of “house in multiple occupation”

- (1) For the purposes of this Act a building or a part of a building is a “house in multiple occupation” if
 - (a) it meets the conditions in subsection (2) (“the standard test”);
 - (b) it meets the conditions in subsection (3) (“the self-contained flat test”);
 - (c) it meets the condition in subsection (4) (“the converted building test”);
 - (d) an HMO declaration is in force in respect of it under section 255; or
 - (e) it is a converted block of flats to which section 257 applies.
- (2) 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.

...

258 HMOs: persons not forming a single household

- (1) This section sets out when persons are to be regarded as not forming a single household for the purposes of section 254.
- (2) Persons are to be regarded as not forming a single household unless –
 - (a) they are all members of the same family, or

- (b) their circumstances are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.
- (3) For the purposes of subsection 2(a) a person is a member of the same family as another if –
 - (a) those persons are married to, or civil partners of, each other or live together as if they were a married couple or civil partners;
 - (b) one of them is a relative of the other; or
 - (c) one of them is, or is a relative of, one member of a couple and the other is a relative of the other member of the couple.
- (4) For these purposes –
 - (a) a “couple” means two persons who fall within subsection (3)(a);
 - (b) “relative” means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or cousin;
 - (c) a relationship of the half-blood shall be treated as a relationship of the whole blood, and
 - (d) the stepchild of a person shall be treated as his child.

...

259 HMOs: persons treated as occupying premises as only or main residence

- (1) This section sets out when persons are to be treated for the purposes of section 254 as occupying a building or part of a building as their only or main residence.
- (2) A person is to be treated as so occupying a building or part of a building if it is occupied by the person –
 - (a) as the person’s residence for the purpose of undertaking a full-time course of further or higher education,
 - (b) as a refuge, or
 - (c) in any other circumstances which are circumstances of a description specified for the purposes of this section in regulations made by the appropriate national authority.

...

SCHEDULE 4

LICENCES UNDER PARTS 2 AND 3: MANDATORY CONDITIONS

...

- 1A- (1) Where the HMO is in England, a licence under Part 2 must include the following conditions
- (2) Conditions requiring the licence holder –

- (a) to ensure that the floor area of any room in the HMO used as sleeping accommodation by one person aged over 10 years is not less than 6.51 square meters.

...

Housing and Planning Act 2016

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord and 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 to 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

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

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.
- (3) A local housing authority may apply for a rent repayment order only if –
 - (a) the offence relates to housing in the authority's area, and
 - (b) the authority has complied with section 42.
- (4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

...

43 Making of a rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond a reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had 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 with –
 - (a) section 44 (where the application is made by a tenant);
 - (b) section 45 (where the application is made by a local housing authority);
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

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 this table.

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

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed –
- (a) the rent 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,
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Striking out a party's case

9. - (1) The proceedings or case, or the appropriate part of them, will automatically be struck out if the applicant has failed to comply with a direction that stated that failure by the applicant to comply with the direction by a stated date would lead to the striking out of the proceedings or that part of them.
- (2) The Tribunal must strike out the whole or a part of the proceedings or case if the Tribunal –
- (a) does not have jurisdiction in relation to the proceedings or case or that part of them; and
 - (b) does not exercise any power under rule 6(3)(n)(i) (transfer to another court or tribunal) in relation to the proceedings or case or that part of them.
- (3) The Tribunal must strike out the whole or part of the proceedings or case if -
- a) the applicant has failed to comply with a direction which stated that failure by the applicant to comply with the direction could

- lead to the striking out of the proceedings or case or that part of it;
- (b) the applicant has failed to co-operate with the Tribunal such that the Tribunal cannot deal with the proceedings fairly and justly;
 - (c) the proceedings or case are between the same parties and arise out of facts which are similar or substantially the same as those contained in a proceedings or case which has been decided by the Tribunal;
 - (d) the Tribunal considers the proceedings or case (or part of them), or the manner in which they are being conducted, to be frivolous or vexatious or otherwise an abuse of the process of the Tribunal; or
 - (e) the Tribunal considers there is no reasonable prospect of the applicant's proceedings or case, or part of it, succeeding
- (4) The Tribunal may not strike out the whole or a part of the proceedings or case under paragraph (2) or paragraph 3(b) to (e) without first giving the parties an opportunity to make representations in relation to the proposed striking out.
 - (5) If the proceedings or case, or part of them, have been struck out under paragraph (1) or (3)(a), the applicant may apply for the proceedings or case, or part of it, to be reinstated.
 - (6) An application under paragraph (5) must be made in writing and received by the Tribunal within 28 days after the date on which the Tribunal sent notification of the striking out to that party.
 - (7) This rule applies to a respondent as it applies to an applicant except that –
 - (a) a reference to the striking out of the proceedings or case or part of them is to be read as a reference to the barring of the respondent from taking further part in the proceedings or part of them; and
 - (b) a reference to an application for the reinstatement of proceedings or case or part of them which have been struck out is to be read as a reference to an application for the lifting of the bar on the respondent from taking further part in the proceedings; or part of them.
 - (8) If a respondent has been barred from taking further part in proceedings under this rule and that bar has not been lifted, the Tribunal need not consider any response or other submission made by that respondent, and may summarily determine any or all issues against that respondent.