



Case References : **AB/LON/00AG/HMK/2018/0013
& 0015**

Properties : **Flats 5 & 6, 11-13 Camden High
Street NW1 7JE**

Applicants : **Flat 5: (1) Jemma McFarlane (2)
Katherine LH Hagart (3)
Stephanie E Brown (4) Helen X
Chen (5) Sofie Kitts**

**Flat 6: (1) Jessica Garner (2)
Jessica James (3) Temilayo Ajayi
(4) Zara LR Hessein (5) Ananya
Banga**

Representative : **Ms J McFarlane & Ms J James**

Respondents : **(1) Mrs Sue Eziefula (2) Mr.
Nicholas Eziefula**

Representative. : **In person**

Type of Application : **Rent repayment orders**

Tribunal Members : **Judge Tagliavini
Ms J Dalal**

**Date and venue of
hearing** : **27 July 2018
10 Alfred Place, London WC1E
7L**

Date of Decision : **29 August 2018**

DECISION

The tribunal's decision:

Flat 5:

The Tribunal makes a Rent Repayment Order in the sum of £31,206.36 and determines that the said sum is owed by Second Respondent as the landlord to the Applicant tenants of Flat 5, 11-13 Camden High Street, London NW1 7JE.

Flat 6:

The Tribunal makes a Rent Repayment Order in the sum of £22,317.77 and determines that the said sum is owed by the Second Respondent as the landlord to the Applicant tenants of Flat 6, 11-13 Camden High Street, London NW1 7JE.

The application

1. These are 2 applications in respect of Flat 5 and Flat 6, 11-13 Camden High Street, London NW1 7JE ("the Flats") pursuant to section 41 of the Housing and Planning Act 2016 ("the 2016 Act") from the Applicant tenants for a rent repayment order (RRO) in respect of each flat.

The hearing – preliminary matters

2. At the hearing of these two consolidated hearings the tribunal was provided with separate hearings bundles from the Applicants of Flats 5 and 6, in addition to a separate bundle of documents from the Second Respondent. The First Respondent did not appear but was represented by her husband, the First Respondent. Mr. Eziefula stated that his legal representatives had 'let him down' by not sending a representative to the hearing but that he wished to proceed in any event. However, the tribunal could find no correspondence from his legal representatives advising the tribunal of their non-attendance due to ill-health or otherwise and requesting an adjournment of the hearing. Further, the tribunal noted the name of counsel who appeared to have been instructed to attend. In the absence of any further information and Mr. Eziefula's wish to proceed the tribunal considered it appropriate not to adjourn the hearing, particularly as an adjournment was opposed by the Applicants.
3. At the outset of the hearing it was established that Mr. N Eziefula alone is the registered owner of 1-13, Camden High Street in which these two Flats are situated, although the two tenancy agreements give the landlord's name as that of his wife Mrs Sue Eziefula. Consequently, the

tenants of Flat 5 made an application the tribunal for Mr. N Eziefula to be joined as a Respondent to the application. This application was not opposed by Mr. Ezifula.

4. The tribunal noted that Mr. Eziefula had provided the Statement in Response, the documents for hearing, had attended the hearing in person, regarded himself as the landlord of these two flats and stated that at all time his wife, the First Respondent had acted with his knowledge and authority. Therefore, the tribunal determined it was both necessary and appropriate that Mr. N Eziefula was joined as a Respondent to these two applications in respect of both Flat 5 and Flat 6 in accordance with rule 10 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

The background

5. The premises comprise two self-contained flats, each with 5 bedrooms and shared use of the kitchen and bathrooms in a block of 6 flats over commercial premises.

Flat 5

6. By a tenancy agreement dated 5 May 2017 the first Respondent purported. to let premises known as Flat 5, 11-13 Camden High Street, London NW1 7JE to Jemma McFarlane, Katherine Hagart, Stephanie Brown, Sofie Kitts and Helen Chen under an Assured Shorthold Tenancy for a term of twelve months commencing on 20 June 2017 at a rent of £3835.00 per month.
7. By an application received on 14 March 2018 the Applicants tenants of Flat 5 sought a RRO in the sum of £33,706.00 for the period 20/06/2017 to 14/03/2018 asserting that the Flat was an HMO and was subject to the London Borough of Camden's (LBC) Additional Licensing Scheme for Houses in Multiple Occupation (HMO) introduced on 8 December 2015, and therefore required the appropriate licence. The Applicants asserted that a licence had not been obtained by either the First or Second Respondent and an offence had been committed under section 72(1) of the Housing Act 2004 as the Second Respondent had only applied for a licence from the London Borough of Camden on 20 April 2018.

Flat 6

8. By a tenancy agreement dated 26 July 2017 the Second Respondent purported to grant an Assured Shorthold Tenancy of Flat 6, 11-13 Camden High Street, London NW1 7JE to Ananya Banga, Jessica James, Jessica Garner, Temilayo Ajayi, Zara Lucia, Rehana Hussein for a term of 12 months with effect from 12 August 2017 at a rent of

£3791.67 per month. By an application received 27 March 2013 the Applicant tenants of Flat 6 sought a RRO in the sum of £26,541.55 for the period 12/08/2017 to 27/03/2017 asserting that the subject flat was an HMO and was subject to the London Borough of Camden's (LBC) Additional Licensing Scheme for Houses in Multiple Occupation (HMO) introduced on 8 December 2015, and therefore required the appropriate licence. This had not been obtained by either the First or Second Respondent and an offence had been committed under section 72(1) of the Housing Act 2004, as the Second Respondent had only applied for a licence from the London Borough of Camden on 20 April 2018.

The issues

9. The tribunal is asked to determine the following in respect of Flat 5 and Flat 6:
 - (i) Whether the tribunal is satisfied beyond reasonable doubt that the landlord has committed an offence under section 72(1) of the Housing Act 2004 (control or management of unlicensed HMO)?
 - (ii) Did the offence relate to housing that, at the time of the offence was let to the tenants?
 - (iii) Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?
 - (iv) What is the applicable 12-month period?
 - (v) What is the maximum amount that can be ordered to be repaid under section 44(3) of the 2016 Act?
 - (vi) What account must be taken of (a) the conduct of the landlord; the financial circumstances of the landlord; whether the landlord has at any time been convicted of any relevant offence; the conduct of the tenant and any other relevant factors?

The Applicants' case

Flat 5

10. The Applicant tenants of Flat 5 relied upon a letter dated 22 May 2018 from Adewale Adekoya of the LBC Environmental Health Department stating that a visit had been made to the subject flat on 20 February 2018 and confirmed as being an HMO requiring a licence under LBC's additional licensing requirements. It was also stated that the subject

property had at the time of the visit been unlicensed and an offence committed.

11. The tribunal was provided with a witness statement dated 11 July 2017 from Ms McFarlane and heard her oral evidence on behalf of the tenants of Flat 5. The tribunal was informed that the Applicant tenants were seeking a RRO in the sum of £33,706.00 for the period 20/06/2017 to 14/03/2018. In support of their assertion that they had paid the rent due in accordance with the terms of the tenancy, copies of bank statements showing the relevant payments were provided to the tribunal.
12. Further, the tribunal was informed that during the period of the tenancy all of the tenants were students and were not in receipt of any state welfare benefits/housing costs and at the end of the tenancy they had all vacated the property, although had indicated their wish to renew the tenancy to the landlord's agent at Black Katz Letting Agents. Although, this request was initially accepted, it was later refused.

Flat 6

13. The Applicant tenants of Flat 6 relied upon a letter dated 25 April 2018 from Mr. Jack Kane of LC Environmental Health Office, advising them that he had visited the subject flat on 20 February 2018 and confirmed it was being occupied as an HMO due to the tenants sharing bathroom and kitchen facilities with each having sole use of one room as their only or main residence and therefore required a licence under LBC's additional licensing scheme for HMOs. However, at the time of inspection, a licence had not been applied for by or on behalf of the landlord.
14. The tribunal was provided with witness statements from Ms James, Ms Ajayi, Ms Hussein and Ms Banga all dated 25/05/18 together with a further collective statement. The Applicants stated that the rent due for September 2017 had been reduced by agreement with the First Respondent, due to a lack of cleaning and missing furniture at the commencement of the tenancy, lack of heating and hot water and an out of date gas safety certificate and a rodent problem. Due to the ongoing problems at the Flat, the Applicants had contacted the Environmental Health Officers at LBC for assistance. The Tribunal was provided with copies of emails sent to the First Respondent complaining of the presence of mice in November 2017 and a continued lack of hot water, the presence of mice and a water leak in February 2018 and their intention to contact LBC.
15. The tribunal was informed that at the expiry of the tenancy the Applicant tenants vacated the Flat as none of them wished to renew the tenancy agreement.

16. The Applicant lessees produced copies of bank statements showing the rental payments that had been made each month in accordance with the terms of the lease except for the late payment of September's reduced rent and October's rent, both paid in November 2017. The tribunal was informed that as full-time students none of the Applicants had been receipt of any welfare benefits/housing costs at the time of the tenancy.

The Respondent's case

17. In addition to his oral evidence, Mr. Eziefula relied on a witness statement dated 2 July 2018. He stated that nil sums should be repaid to tenants of the Flats or alternatively a lesser sum (unspecified) should be awarded. Mr. Ezifula stated both he and his wife, the First Respondent are elderly, 73 and 74 years of age respectively and in ill-health. Mr. Ezifula told the tribunal that he is the sole registered proprietor of 11-13 Camden High Street as shown in the Office Copy Title Deeds having acquired them together with 15 and 17 Camden High Street in the 1980's and 11 Camden High Street in 1992. Extensive works of redevelopment to 11-13 Camden High Street were carried out and completed in or around January 2014, having obtained planning consent from LBC.
18. Mr. Eziefula denied there had been any problems with either Flat 5 or 6 and pest control was already in place and the flats cleaned before the Applicants' occupation. Mr. Eziefula denied that his wife had entered into any agreement to reduce the rent for a month or that the Flats lacked an up to date gas safety certificate. Further, he stated that he had arranged for repairs to the boiler of Flat 6 and later replaced it. Mr. Eziefula provided the tribunal with documentary evidence showing gas certificates for the Flats, an invoice for a replacement boiler in and a visit by a private pest control contractor in April 2018.
19. Mr Eziefula stated he suffered with serious health problems and in 2015 he had undergone two operations and in January 2018, had undergone a knee replacement procedure. Similarly, his wife suffered from chronic and serious health conditions. Mr. Eziefula stated he had first become aware of the licensing requirement for these Flats in early 2017 and denied being an experienced professional landlord, instead relying on the professional services of Back Katz Ltd. (Letting and Management Agents). However, by the Spring of 2017, Mr. Eziefula stated he had applied for HMO licences for 15 Camden High Street and arranged for the necessary works required by LBC to be carried out to this property. Mr. Eziefula stated he was informed by LBC that he was not required to apply for HMO licences for Nos. 11-13 until the licence for No. 15 had been issued and consequently he took no further steps to make an application for Nos. 11-13 at that time. Mr. Eziefula stated that he received a letter on 25 January 2018 whilst in hospital, from LBC informing him of his alleged licensing breaches in respect of 11-13

Camden High Street. Subsequently, the appropriate licenses for all 6 flats at 11-13 Camden High Street were applied for on 20 April 2018.

20. Mr. Eziefula stated in his witness statement that the maximum amounts the Applicant lessees of Flat 5 could reclaim is £34,515 and Flat 6 could seek a maximum of £26,541.55. He stated he paid 7% of the rental amount to Black Katz Ltd, (Lettings & Property Management) amounting to £4,015.68 and £3,971.99 respectively. Further he had paid £10,000 in fines to LBC and a total of £693 and £742.50 in licence fees for Flats 5 and 6 respectively in addition to his payment of £2,800 for a new boiler in Flat 6. Further, Mr. Eziefula asserted that the tribunal should take into account the amounts paid for the utilities. Consequently, Mr. Ezifula stated these payments should be taken into account and that the maximum amount the tribunal could award as a RRO is £24,806.32 for Flat 5 and £8,907.06 for Flat 6.
21. On questioning by the tribunal Mr. Eziefula stated that he had a property portfolio of commercial and residential properties including the camera shop at 15 Camden High Street in which, he still worked. Mr. Eziefula was unable to explain why the tenancy agreements for Flats 5 and 6 had recorded his wife as the landlord and stated Black Katz was a major letting agent in Camden who had always dealt with his wife, and the tribunal noted to whom invoices for 7% commission plus VAT were addressed were addressed. Mr. Eziefula stated he had not applied for the HMO licences for the subject Flats and that rent received from the Applicants of Flats 5 and 6 was paid into his personal account. Mr. Eziefula stated that the Applicants had had the benefit of the Flats and had not suffered any financial loss and that he had stopped Flat 5 being re-let to them as he felt aggrieved by their conduct in making this application to the tribunal.
22. Mr. Eziefula asserted he was not a professional landlord and that he had been misled by LBC leading him not to apply for the HMO licences required. He stated he had paid a total of £7,500 in fines for these Flats as he had been able to negotiate a 50% discount of the £30,000 fine levied on him by LBC in respect of all six flats, by paying in full. Mr. Eziefula stated he had hoped to sell Nos. 11-13 for £8M but the sale had fallen through. Mr. Eziefula also told the tribunal that he estimated his property portfolio to be worth in the region of £6M to £7M but that he had liabilities and debts in the region of £4M to £5M.
23. At the end of the hearing, the tribunal allowed Mr. Eziefula an opportunity to obtain and provide financial records and accounts setting out his assets and liabilities, with an opportunity to the Applicants to respond to this further evidence. Subsequently, the tribunal received on 3 August 2018, a second witness statement from Mr. Ezifula in which, he stated he does not have a mortgage on 11-13 Camden High Street, there is a £1.2M mortgage on No 15 Camden High

Street and a £850,000 mortgage on a property in Hampstead Lane. Mr. Eziefula provided copies of what purported to be bank statements and proof of mortgage payments but no professionally prepared accounts. Further, Mr. Eziefula asserted that the mortgage payments made on his other properties at No. 15 and the Hampstead Lane property should be discounted appropriately from an RRO as these were only obtained in order to fund the refurbishment works at 11-13 Camden High Street. Gas costs for Flat 5 amounted to £348 and for Flat 6 the cost was £309.33. Boiler servicing and repair costs for Flat 6 amounted to £756 (including a service in July 2017 and prior to the grant of the tenancy) as well as £3,120 costs for works of redecoration to Flat 6 in July 2017. Mr. Eziefula asserted that deductions of £18,007.28 should be made from the sum claimed by the Applicants in respect of Flat 5 and £19,895.08 deducted from the sums claimed by the Applicant tenants of Flat 6.

24. The Applicant tenants of Flat 6 served a Statement in Response (undated) disputing Mr. Eziefula's claims to be entitled to make deductions to any RRO for boiler repairs, redecoration costs, cleaning costs or the replacement of furniture or mortgage repayments.

The tribunal's decision and reasons

25. In reaching its determination as what amounts are reasonable in respect of these two applications for a RRO, the tribunal finds the following:
26. The tribunal finds that Flats 5 and 6 are HMOs that require a licence under the LBC Additional Licensing Scheme. The tribunal also finds that Mr. Eziefula has expressly accepted, both orally and in writing that he had not applied for a HMO licence any earlier than 20 April 2018 in respect of Flats 5 and 6 of which, he is the landlord and both were under his control or management from the grant of the tenancies of the subject Flats. Therefore, the tribunal is satisfied beyond reasonable doubt, that Mr. Eziefula has committed an offence under section 72(1) of the Housing Act 2014 in respect of Flats 5 and 6.
27. The tribunal finds that at the time of the offences identified at para. 24 above, Flats 5 and 6 were let to, and occupied by the Applicant tenants.
28. The tribunal finds that Mr. Eziefula committed an offence in the 12 months period before these applications were made to the tribunal from 20/06/2017 to 14/03/2018 (both dates included - Flat 5) and from 12/08/2017 to 27/03/2018 (both dates included - Flat 6).
29. The tribunal finds the applicable 12-month period ends on 14 March 2018 (Flat 5) and 27 March 2018 (Flat 6).

30. The tribunal finds that the maximum period for which rent can be ordered to be repaid under section 44(3) of the 2016 Act is 20/06/2017 to 14/03/2018 (Flat 5) and 12/08/2017 to 27/03/2018 (Flat 6) these being the dates of the commencement of each tenancy and the date of application to the tribunal.
31. The tribunal finds that the maximum amounts that could be in a RRO is £33,706.36 representing 268 days at £125.77 per day (Flat 5) and £28,609.44 representing 228 days at £125.48 per day (Flat 6). However, it is accepted by the Applicant tenants of Flat 6 that one month's rent (£3,791.67) should be deducted as this was 'waived' in agreement reached with the First Respondent. Therefore, the maximum amount claimed by the Applicant tenants of Flat 6 is £24,817.77.
32. Further, in determining the amount of the RRO, the tribunal also takes into account all of the circumstances with particular regard to the conduct of the landlord and the tenant; the financial circumstances of the landlord, and whether the landlord has at any time been convicted of any relevant offence pursuant to the provisions of the 2016 Act. Therefore, the tribunal finds the following:
- (i) Mr. Eziefula is an experienced landlord with a substantial portfolio of residential and commercial property acquired in the 1980s and 1990s.
 - (ii) The tribunal accepts Mr. Eziefula and his wife have experienced and continue to suffer with issues of ill-health. However, the tribunal finds that these have not impacted upon Mr. Eziefula's ability to deal with his property portfolio or to continue to work in his camera shop and finds that Mr. Eziefula prefers to exercise control over his residential lettings despite the delegation of certain activities to the Black Katz Letting and Management Agency and to his wife.
 - (iii) The tribunal finds that in early 2017 Mr. Eziefula became aware of the licence requirement for these Flats and choose not to apply for them at that time, preferring instead to concentrate his energies on his property at 15 Camden High Street. The tribunal finds that Mr. Eziefula has produced no evidence to support his assertions of having been misled by LBC as to the requirement of applying for these licences and does not accept Mr. Eziefula's assertions on this issue.
 - (iv) The tribunal finds that Mr. Eziefula was fined £5,000 per Flat 5 and 6 by LBC for the lack of a HMO licence whilst having control or the management of them. The tribunal finds that Mr. Eziefula negotiated a 50% discount as he was financially able to pay them in full. The tribunal determines that it reasonable and appropriate to deduct £2,500 from each of the rent repayment orders sought in order to avoid a duplication of the penalty paid for the same offence.

33. The tribunal having provided Mr. Eziefula with a further opportunity to provide evidence of his finances in the form of professional accounts, bank statements and other formal documents, finds that he has failed to produce any compelling or complete evidence as his financial commitments and assets. No professionally prepared accounts were produced, despite Mr. Eziefula having informed the tribunal he had last had accounts prepared in 2016. Further, no complete or understandable copies of bank statements were provided and no schedule (whether professionally prepared or otherwise) was provided with supporting evidence of Mr. Eziefula's finances, mortgages, costs of refurbishments or other financial liabilities including utility payments from which, the tribunal could understand Mr. Eziefula's true financial position. However, the tribunal finds that Mr. Eziefula has substantial assets, which at the very minimum comprise his mortgage free interest at 11-13 Camden High Street which, on his own oral evidence he had tried (unsuccessfully) to sell for £8M.
34. The tribunal does not accept Mr. Ezifeula's arguments that costs incurred before the grant of the tenancy of Flat 6 should be off-set from any RRO. Further, the tribunal does not find it appropriate to deduct sums incurred by Mr. Eziefula for works or repair or pest control as these are the landlord's responsibility in accordance with the terms of the lease and the provision of quiet enjoyment of the premises by the Applicants. Further, the tribunal does not accept that any deductions should be made for the costs of obtaining the appropriate licences from any RRO as these were costs that should have been incurred before the grant of the tenancies.
35. The tribunal finds that the contract with Black Katz Management and Letting Agent is in the name of the First Respondent only and therefore, these are not sums incurred by Mr. Eziefula. Further, the tribunal is unclear as to what, if any, management services were provided by this agency in respect of the management of these tenancies as correspondence appears to have been between the Applicants of Flat 6 and Mrs Eziefula with no redirection or referral to Black Katz. Therefore, the tribunal is not persuaded that these sums have been incurred by Mr. Eziefula as claimed or at all.
36. The tribunal finds that Flat 6 was subject to disrepair of the heating and hot water system over the winter of 2017/18 as well as the presence of mice and cockroaches. The tribunal accepts that Mr. Eziefula finally replaced the boiler at Flat 6 in February 2018 and called on the services of pest control (cockroaches) in April 2018.
37. The tribunal finds that no complaint is made in respect of the Applicant tenants' occupancy or behaviour, except for the bringing of this application, and there are no assertions of damage done to the property or regular late payment of rent. The tribunal finds there was an agreed waiver of the September rent of Flat 6 due to the ongoing problems

experienced by the Applicant tenants and the rent was otherwise paid in full for the periods of the RRO claimed by the Applicants tenants of Flats 5 and 6.

38. The tribunal finds Mr. Eziefula is not an 'accidental' landlord but a long-term, professional and experienced one with a significant portfolio of commercial and residential properties. The tribunal finds that although Mr. Eziefula underwent two operations in 2015 and a knee replacement operation in early 2018, he was not incapacitated by ill-health from controlling or managing these tenancies. Although, Mr. Eziefula claims his wife also suffers from ill-health this did not prevent him from permitting Mrs. Eziefula from entering into a contract with Black Katz or the two tenancy agreements for the subject flats. Therefore, the tribunal does not find that either the First or Second Respondent's state of health had any material impact on the Second Respondent's ability to control or manage these two subject Flats.
39. The tribunal has not been provided with any evidence that establishes Mr. Eziefula has been convicted of any similar or relevant offence for the purposes of the 2016 Act.
40. Further, having regard to the purpose of the legislation to ensure a landlord's compliance with licensing requirements and the availability of RROs to tenants, the tribunal finds it appropriate to make a Rent Repayment Order for the benefit of the Applicant tenants of Flat 5 in the sum of £31,206.36 representing a deduction to the sum claimed by the Applicants of £2,500 in respect of the fine paid by Mr. Eziefula to LBC.
41. In conclusion, the tribunal finds it appropriate to make a Rent Repayment Order for the benefit of the Applicant tenants of Flat 6 in the sum of £2,317.77 representing a £2,500 deduction of the sum claimed by the Applicants to reflect the fine paid by Mr. Eziefula to LBC, and takes into account the agreed non-payment of the September 2017 rent.

Signed: Judge Tagliavini

Dated: 29 August 2018

Extracts from the 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 has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
 - (a) repay an amount of rent paid by a tenant, or
 - (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	Act	section	general description of offence
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

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.

43 Making of rent repayment order

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

44 Amount of order: tenants

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

If the order is made on the ground that the landlord has committed..... an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
 - (a) the rent paid in respect of that period, less

- (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
- (4) In determining the amount the tribunal must, in particular, take into account—
 - (a) the conduct of the landlord and the tenant,
 - (b) the financial circumstances of the landlord, and
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.