



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

**Case Reference** : **BIR/00FY/HMK/2019/0079  
BIR/00FY/HMK/2019/0086  
BIR/00FY/HMK/2019/0087  
BIR/00FY/HMK/2019/0088  
BIR/00FY/HMK/2019/0089  
BIR/00FY/HMK/2019/0090**

**Subject Property** : **Flats 3 and 4  
64 Addison Street  
Nottingham  
NG1 4HA**

**Applicants** : **(1) Mr G M Romero  
(2) Ms E L Drinkeld  
(3) Ms E M Robinson  
(4) Ms A L Ewins  
(5) Ms A Robertson  
(6) Ms L B Munday**

**Representative** : **None**

**Respondent** : **Mr D Blackstock**

**Representative** : **Cartwright King Solicitors**

**Type of Application** : **Application under section 41(1) of the  
Housing and Planning Act 2016 for  
rent repayment orders**

**Date of Hearing** : **21<sup>st</sup> February 2020. The matter was dealt with  
by a paper determination**

**Tribunal Members** : **Graham Freckelton FRICS (Chairman)  
Robert Chumley-Roberts MCIEH, J.P**

**Date of Decision** : **2 April 2020**

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**DECISION**

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## **INTRODUCTION**

1. This is a decision on an application for rent repayment orders under section 41 of the Housing and Planning Act 2016 ('the 2016 Act').
2. The Housing Act 2004 ('the 2004 Act') introduced licensing for houses in multiple occupation (HMOs). Originally, licensing was mandatory for all HMOs which have three or more storeys and are occupied by five or more persons forming two or more households. Since 1<sup>st</sup> October 2018 all HMOs which are occupied by five or more persons forming two or more households, are subject to mandatory licensing. Under additional licensing, a local housing authority can require licensing for other categories of HMO in its area which are not subject to mandatory licensing. The local housing authority can do this if it considers that a significant proportion of these HMOs are being managed sufficiently ineffectively so as to give rise to one or more particular problems, either for the occupants of the HMOs or for members of the public.
3. Under section 80 of the 2004 Act, Local Housing Authorities can, subject to Central Government approval, introduce a Selective Licensing Scheme covering some or all of its area, whereby any rented dwelling will need to be licenced. Nottingham City Council introduced such a scheme on 1<sup>st</sup> August 2018 in respect of the area in which 64 Addison Street, Nottingham NG1 4HA ('the subject property'), is located.
4. Under section 72 of the 2004 Act a person who controls or manages an HMO (or other property) that is required to be licensed (pursuant to mandatory, additional or selective licensing) but is not so licensed commits an offence and is liable on summary conviction to a fine.
5. The criminal sanction for failing to obtain a licence is supplemented by the scheme of civil penalties known as rent repayment orders. Under section 73 of the 2004 Act, where a person who controls or manages an unlicensed HMO (or other property which should have been the subject of a Selective Licence) has been convicted, the (former) occupiers of the unlicensed HMO may apply to the First-tier Tribunal for rent repayment orders.
6. However, from 6<sup>th</sup> April 2017, subject to transitional provisions, the 2016 Act has amended the provisions relating to rent repayment orders in England. Under section 43 of the 2016 Act the First-tier Tribunal may make a rent repayment order in favour of the (former) occupiers if it is satisfied beyond reasonable doubt that the landlord has committed an offence under section 72 of the 2004 Act, *whether or not the landlord has been convicted*.

## **BACKGROUND**

7. The Applicants are six former tenants of Flat 3 (Mr Romero) and Flat 4 (Ms Drinkeld, Ms Robinson, Ms Ewins, Ms Robertson and Ms Munday), 64 Addison Street, Nottingham, NG1 4HA. The Respondent is the owner of the subject property.
8. By separate applications as detailed below the Applicants referred to above applied for rent repayment orders under section 41 of the 2016 Act. They alleged that the Respondent was controlling or managing the subject property which was required to be licensed under Selective Licensing (Flat3) and Mandatory House in Multiple Occupation Licensing (Flat4).

9. The details of the various applications are as follows:

<b>Applicant</b>	<b>Date of Application</b>	<b>Date Application Received</b>
Mr G M Romero	28/10/2019	30/10/2019
Ms E L Drinkeld	04/11/2019	25/11/2019
Ms E M Robinson	04/11/2019	25/11/2019
Ms A L Ewins	04/11/2019	25/11/2019
Ms A Robertson	04/11/2019	25/11/2019
Ms L B Munday	04/11/2019	25/11/2019

10. By Order of the Tribunal the cases were consolidated under the case management powers provided by Rule 6 (3)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

11. It is apparent from the documentation received from the Applicants that the property was occupied by them on Assured Shorthold Tenancies as detailed below:

<b>Applicant</b>	<b>Date Tenancy Commenced</b>	<b>Term (Months)</b>	<b>Monthly Rental</b>
Mr G M Romero	01/09/2018	11	£423.00
Ms E L Drinkeld	22/07/2018	12	£423.00
Ms E M Robinson	01/08/2018	12	£423.00
Ms A L Ewins	01/08/2018	12	£423.00
Ms A Robertson	01/08/2018	12	£423.00
Ms L B Munday	18/07/2018	12	£400.00

12. The Applicants confirm that they are requesting rent repayments for the period 1<sup>st</sup> August 2018 (when Selective Licensing was introduced in the case of Mr Romero and when Flat 4 became a licensable HMO due to five individuals and five households being present in respect of the remaining Applicants) and 2<sup>nd</sup> July 2019 (in the case of Mr Romero) and 3<sup>rd</sup> July 2019 (in the case of the remaining Applicants) as confirmed to them by Nottingham City Council.

## **THE LAW**

13. The relevant provisions of the 2016 Act, so far as relevant, are as follows –

### **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 ...

(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
5	Housing Act 2004	Section 72(1)	Control or management of unlicensed HMO

#### **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.

<i>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)</i>	<i>the amount must relate to rent paid by the tenant in respect of a period, not exceeding 12 months, during which the landlord was committing the offence</i>
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(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.

### **THE PROPERTY INSPECTION**

- 14. The Tribunal inspected the subject property on 21<sup>st</sup> February 2020 and found it to be a substantial three storey villa style house with rendered front elevation and a pitched tiled roof to the main building. To the front of the property is a small forecourt.
- 15. Unfortunately, the Tribunal was unable to carry out an internal inspection. Although the Respondent was notified by the Tribunal that it wished to inspect the property internally the Respondent was unable to arrange access. The Tribunal considers the lack of effort made to facilitate an internal inspection to be unhelpful.
- 16. It appears to the Tribunal that the property was originally built as a semi-detached house although an extension to the side has resulted in becoming 'mid-terraced'.
- 17. The Tribunal was unable to gain access to the rear and found the front elevation of the property to be generally satisfactory although it was noted that part of the rendering required attention and the visible chimney stack required repointing.

### **THE APPLICANTS SUBMISSIONS**

- 18. Although Mr Romero did not submit a separate detailed submission, he stated in his Application Form that he had been informed by Nottingham City Council that the Respondent had committed an offence between 1<sup>st</sup> August 2018 and 2<sup>nd</sup> July 2019 and as such he (Mr Romero), was entitled to apply to the First-tier Tribunal for a rent repayment order.
- 19. The Tribunal understands that Mr Romero's tenancy did not commence until 1<sup>st</sup> September 2018 so the relevant period for any rent repayment order for Mr Romero is 1<sup>st</sup> September 2018 to 2<sup>nd</sup> July 2019. Included with his Application is a copy of his bank statement showing payment to Mr P H James (the Respondents managing agent) totalling £4,653.00. The Tribunal infers from the Application Form that Mr Romero is applying for a rent repayment order to cover this amount.
- 20. The remaining Applicants submitted that they all lived at the property which was unlicensed during the period of 1<sup>st</sup> August 2018 – 3<sup>rd</sup> July 2019.
- 21. It was also submitted that the Respondent had already been found guilty of the offence of not having an HMO licence for which he had already been prosecuted.
- 22. The Applicants further submitted that as well as being unlicensed they felt that the property itself did not comply with health and safety standards. There were no fire escape provisions for the flat as the fire door was blocked with railings and therefore the only exit would have been down the main staircase. The Applicants submitted that they mentioned this to the agent several times over the period of the tenancy. The Applicants were also under the impression

that the building had faulty electrics as the lights often flickered and switches and sockets in different rooms including the kitchen appliances could trip the electrics out in the whole flat.

23. In summary the Applicants from Flat4 therefore confirmed that they were seeking the following rent repayment orders for the period 1 August 2018 until 3<sup>rd</sup> July 2019 as follows:

<b>Applicant</b>	<b>Amount of Rent Repayment Order Sought</b>
Ms E L Drinkeld	£4653.00
Ms E M Robinson	£3384.00
Ms A L Ewins	£2,961.00
Ms A Robertson	£3,767.00
Ms L B Munday	£4,400.00

24. The Applicants submitted a schedule of rents paid evidenced by copy bank statements. The Tribunal noted that the Applicants had all claimed varying amounts depending on the payments they had actually made as some of them were in arrears having not paid the rent due in June 2019.

### **THE RESPONDENT'S SUBMISSIONS**

25. The Respondent submitted that he did not dispute that he was convicted of owning properties without the appropriate licence and that therefore some rent received should be repaid pursuant to a rent repayment order. However, he submitted that this should not be for the full amount.
26. The Respondent further submitted that he owned eight properties in Nottingham and that, at all material times the subject property was managed by Mr Paul James of Harvey James properties as his agent. The Respondent had very little to do with the property himself. In evidence of this the Respondent submitted as part of his witness statement the transcript of Mr James' interview with Nottingham City Council. This is accepted by the Tribunal.
27. The Respondent confirmed that various rooms were let to the Applicants at the dates and rentals previously noted in this decision. It was submitted that all the rents included utility costs for water rates, gas, electricity and television licence.
28. The Respondent acknowledged that from 1<sup>st</sup> August 2018 until 3<sup>rd</sup> July 2019 he should have held the relevant Selective and Mandatory HMO licences under the Housing Act 2004. He submitted that he was not advised by Mr James to do so and it appears that this occurred due to a misunderstanding on the part of Mr James as to what the requirements for an HMO licence were.
29. The Respondent further submitted that Nottingham City Council thereafter made a number of attempts to contact Mr James who appears to have ignored their approaches and as such they did not contact the Respondent until January 2019 and even then, the Respondent remained reliant on Mr James to remedy matters.

30. The Respondent confirmed that he was prosecuted for his failure to licence the properties between the period of 1<sup>st</sup> August 2018 and 3<sup>rd</sup> July 2019 by Nottingham City Council, alongside eleven other similar offences of failing to obtain Selective or HMO licences under Parts 2 and 3 of the Housing Act 2004. The Respondent confirmed that he had pleaded guilty to all the offences at the first available opportunity and was sentenced to pay a fine of £10,800.00 to cover all the offences (twelve in total).
31. The Respondent confirmed that he was a former professional footballer who had enjoyed a reasonably successful career although as a footballer his career was obviously short compared to most workers and he was encouraged to invest in property which he did although he acknowledged that he knew little about property investment and the complexities involved.
32. The Respondent submitted that he was introduced to Mr James in or around August 2017. Mr James was a property managing agent and he had informed the Respondent that he could take care of all the properties which the Respondent had purchased, mainly in the Nottingham area. For this service Mr James would be paid and the Respondent therefore totally relied on Mr James and left him to manage the properties.
33. The Respondent confirmed in his witness statements that he had been shown a copy of the transcript of Mr James' interview with Rebecca Brooker, an Environmental Health Officer with Nottingham City Council which occurred during the criminal proceedings. It was confirmed that this was provided by the prosecution in the criminal proceedings. The Respondent confirmed that he was not involved in the management of the property and would only become involved if he was asked by Mr James to 'pay for things'.
34. The Respondent submitted in his witness statement that during the various tenancies of the property he understood that he was responsible for paying the utility bills although unfortunately he had not been able to contact Mr James and could not quantify the payments involved. It was also submitted that prior to January 2019 the Respondent did not recall Mr James ever informing him that he needed to obtain an HMO or Selective Licence for the properties and that if he had been told that such licences were required, he would have applied for them.
35. The Respondent confirmed in his witness statement that he was not informed of any problems with the property by either Mr James or Nottingham City Council until January 2019 when Nottingham City Council contacted him and informed him that he did not have the correct licences in place for his properties. At that point the Respondent contacted Mr James to enquire what was happening and was informed that Mr James would take care of it but he did not.
36. Following the contact from Nottingham City Council the Respondent confirmed that he was summonsed to appear at Nottingham Magistrates Court where he was fined £10,800.00 for not having the correct licences although he was not fined for not keeping the properties in good order.
37. The Respondent further submitted that he now understood that Mr James' company Harvey James Ltd had been dissolved and the Respondent could not contact Mr James.

38. The Respondent fully accepted that as landlord of the property it was his responsibility to ensure that the law was complied with although he thought he had delegated matters to a responsible agent.
39. The Respondent submitted that although he owned 8 properties, they were all mortgaged and he was responsible for looking after four children of school age. He had now retired from football so no longer received any income from playing and relied entirely on the rental income from his properties to live. The Respondent confirmed that his income was approximately £2,000.00 per month and that his outgoings had not changed since the accounts he produced for the Magistrates Court Hearing which left him with a disposable income of approximately £1,000.00 per month from which he had to look after his family. As such a rent repayment order to pay some £23,000.00 would cause him and his family difficulties.
40. In summary the Respondent submitted:
- 1) That he had made irrecoverable payments for utilities under the various tenancies and although he was not in a position to quantify these losses, he submitted that some reduction in the rent to be repaid should be applied.
  - 2) That he had no prior convictions or penalties for any similar offences
  - 3) That he was not aware of any issues with the property during the period.
  - 4) That he was entirely reliant on and misled by Mr James. This was not a case where he decided to deliberately flout the rules to save money or avoid regulation.
  - 5) That he had taken responsibility for his actions pleading guilty at the first opportunity.
  - 6) That he was only in breach of the legal requirements for 11 months and this is not a case where he had made a long-term business of flouting regulations.
  - 7) That his disposable income was only £1,000.00 per month.
  - 8) That this was not a conscious choice of the Respondent and as such the chances of such behaviour being repeated were exceptionally small. When combined with the Magistrates Court fine already paid in criminal sanctions, there is no need for the RRO to have a deterrent effect.
  - 9) That the mitigating circumstances were recognised by the sentencing Magistrate in the criminal proceedings who imposed a light sentence on the Respondent. Although he could have been fined up to £60,000.00 for all the 12 offences the fine of £10,800.00 was 18% of what could have been awarded.
  - 10) If the same principle of awarding 18% of the maximum amounts that could be made was followed the award to Mr Romero would be £837.54, to Ms Drinkeld, Mr Robinson, Ms Ewins and Ms Robertson £837.54 each and Ms Munday £792.00. The Tribunal noted that the Respondent's assessment of the rents paid was at variance with the amounts claimed by some of the Applicants, in most cases (Mr



Robinson, Ms Ewins and Ms Robertson) it was more than the amount claimed.

### **DETERMINATION OF THE TRIBUNAL**

41. The Tribunal considered the application in four stages –

- (i) Whether the Tribunal was satisfied beyond reasonable doubt that the Respondent had committed an offence under section 72(1) of the 2004 Act in that at the relevant time he was a person who controlled or managed an HMO that was required to be licensed under Parts 2 and 3 of the 2004 Act but was not so licensed.
- (ii) Whether the Applicants were entitled to apply to the Tribunal for rent repayment orders.
- (iii) Whether the Tribunal should exercise its discretion to make rent repayment orders.
- (iv) Determination of the amounts of any orders.

#### *Offence under section 72(1) of the 2004 Act*

42. In accordance with sections 43(1) of the 2016 Act, the Tribunal was satisfied beyond reasonable doubt that the Respondent, as landlord of the subject property, had committed an offence listed in section 40 of the 2016 Act, namely an offence under section 72(1) of the 2004 Act.

Throughout the period from the commencement of the tenancies to 3<sup>rd</sup> July 2019 the subject property was a house in multiple occupation subject initially to selective licensing and subsequently to additional licensing as an HMO.

- (i) The subject property was not licensed.
- (ii) The Respondent was the person having control and/or managing the subject property.

#### *Entitlement of the Applicants to apply for rent repayment orders*

43. The Tribunal determined that the Applicants were entitled to apply for rent repayment orders pursuant to section 41(1) of the 2016 Act. In accordance with section 41(2), the Respondent was committing the relevant offence from 1<sup>st</sup> August 2018 to 3<sup>rd</sup> July 2019 (in respect of Flat4) and 1<sup>st</sup> August 2018 to 2<sup>nd</sup> July 2019 (in respect of Flat3).

#### *Discretion to make rent repayment orders*

44. The Tribunal was satisfied that there was no ground on which it could be argued that it was not appropriate to make rent repayment orders in the circumstances of the present case.

#### *Amounts of Rent Repayment Orders*

45. In accordance with section 44 of the 2016 Act, first, the amount of an order must relate to rent paid in a period, not exceeding 12 months during which the landlord was committing an offence under section 72(1) of the 2004 Act. The Applicants' claims satisfy that condition.

Second, the amount that the landlord is required to pay in respect of a period must not exceed the rent paid in respect of that period. All the Applicants in Flat 4 claim for the period 1<sup>st</sup> August 2018 – 3<sup>rd</sup> July 2019 and the period 1<sup>st</sup> August 2018 to 2<sup>nd</sup> July 2019 (in respect of Mr Romero) as confirmed to them by Nottingham City Council. However, Mr Romero's tenancy did not commence until 1<sup>st</sup> September 2018.

Third, in determining the amount of any rent repayment order, the Tribunal must, in particular, take into account the conduct of the parties, the financial circumstances of the landlord and whether the landlord has been convicted of any of the offences listed in section 40 of the 2016 Act.

46. The discretion afforded to the Tribunal at the final stage of the determination of the amount of any rent repayment order was considered by the Upper Tribunal (Lands Chamber) in *Parker v Waller* [2012] UKUT 301 (LC); and the observations of the President in that case have received express approval in subsequent decisions of the Upper Tribunal. Although those observations were made in the context of the rent repayment order regime contained in the 2004 Act, in the view of the Tribunal many of them remain relevant in the context of the 2016 Act regime.

47. The following observations, contained in paragraph 26 of the decision in *Parker v Waller*, would appear to be relevant in the present case –

*(iii) There is no presumption that the Rent Repayment Order (RRO) should be for the total amount received by the landlord during the relevant period unless there are good reasons why it should be. The Residential Property Tribunal (RPT) [now the First-tier Tribunal (Property Chamber)] must take an overall view of the circumstances in determining what amount would be reasonable.*

*(iv) [The 2004 Act] requires the RPT to take into account the total amount of rent received during any period during which it appears to it that the offence was being committed. It needs to do that because the RRO can only be made in respect of rent received during that period. It is limited to the period of 12 months ending with the date of the occupier's application. But the RPT ought also to have regard to the total length of time during which the offence was being committed, because this bears upon the seriousness of the offence.*

*(v) The fact that the tenant will have had the benefit of occupying the premises during the relevant period is not, in my judgment a material consideration or, if it is material, one to which any significant weight should be attached. This is because it is of the essence of an occupier's RRO that the rent should be repaid in respect of a period of his occupation. While the tenant might be viewed as the fortunate beneficiary of the sanction that is imposed on the landlord, it is only misconduct on his part that would in my view justify the reduction of a repayment amount that was otherwise reasonable.*

*(vi) Payments made as part of the rent for utility services count as part of the periodical payments in respect of which an RRO may be made. But since the landlord will not himself have benefited from these, it would only be in the most serious case that they should be included in the RRO.*

*(vii) [The Act] requires the RPT to take account of the conduct and financial circumstances of the landlord. The circumstances in which the offence was committed are always likely to be material. A deliberate flouting of the requirement to register will obviously merit a larger RRO than instances of inadvertence – although all HMO landlords ought to know the law. A landlord who is engaged professionally in letting is likely to be more harshly dealt with than the non-professional.*

48. Distilling the substance of those observations and applying them to the facts of the present case, the Tribunal determines that various deductions should be made from the maximum amounts as set out in paragraph 60.

49. With regard to Mr Romero the Tribunal calculates that the maximum amount of any Rent Repayment Order cannot exceed 10 months and 2 days (1<sup>st</sup> September 2018 – 2<sup>nd</sup> July 2019). The Tribunal calculates this as follows:

10 months x £423.00 =	4230.00
2 days @ £13.90 per day =	<u>27.80</u>
Total	£4,257.80

50. The rent paid by the Applicants included gas and electricity charges, water and sewerage charges, internet and television licence. The cost of these items cannot be quantified by the Respondent but it is the opinion of the Tribunal that an allowance should be made to reflect them as the Tribunal finds that the benefit of those items accrued to the Applicants (and not to the Respondent) and that the costs should not be included in the rent repayment orders.

51. Using its knowledge and experience the Tribunal assesses those costs at £438.00 per month as follows:

Water and Sewerage	40.00
Gas and electricity	345.00
Internet	40.00
Television	<u>13.00</u>
Total	£438.00

This equates to £73.00 per Applicant, per month.

52. In accordance with section 44(4)(a) of the 2016 Act, the Tribunal considered the conduct of the landlord and tenant. The Tribunal finds that there is no evidence of conduct on the part of the Tenants (Applicants) which would affect its decision.

53. However, the Tribunal is mindful to take into account the conduct of the Landlord (Respondent). In particular the Tribunal notes:

- 1) That he had no prior convictions or penalties for any similar offences.
- 2) That he had taken full responsibility for his actions and pleaded guilty at the first opportunity.
- 3) The Tribunal accepts that there is little likelihood of the Respondent re-offending.

54. The Tribunal reduces all the Rent Repayment Orders by 25% to reflect this.

55. The Tribunal is also conscious of the Financial Penalty paid by the Respondent. Based on the Respondent's submission that this amounted to £10,800.00 which referred to twelve properties this equates to £900.00 per property. In turn, this equates to £150.00 per tenant and the Tribunal determines to allow 50% of this against any rent repayment order.
56. In accordance with section 44(4)(b) of the 2016 Act, the Tribunal considered the financial circumstances of the Respondent. Unfortunately, although the Respondent has provided details of his disposable income, he has not given any indication of any mortgage payments on the subject property. The Tribunal notes that his annual Accounts show finance costs of £62,897.00 which the Tribunal assumes covers all his properties.
57. However, having regard to his disposable income (accepted by the Court) the Tribunal has taken a general view on the Respondent's financial position and reduces the rent repayment orders by 50% to reflect this. This gives a total deduction of 75%.
58. With regard to the length of time the Tribunal can consider making the Rent Repayment Order this commences on 1<sup>st</sup> August 2018 until 3<sup>rd</sup> July 2019 (for the former occupiers of Flat 4). The Tribunal notes that these Applicants have requested rent repayment orders up to 30<sup>th</sup> June 2019 and sees no reason to amend this to take account of three days. However, in the case of Mr Romero the Tribunal has had to calculate the maximum amount of any rent repayment order as detailed in paragraph 49 above. At the same time the Tribunal accepts, as a starting point, the amounts sought by the remaining Applicants rather than the calculation provided by the Respondent. With regard to the deduction for utilities the Tribunal limits these to either ten or eleven months (as applicable) and does not propose to make allowances for either two or three days (as applicable) as the amounts are minimal.
59. Having regard to the above the Tribunal therefore determines as follows:

**Mr Romero**

Maximum Entitlement		4257.80
Less: Utility Costs	£73.00 x 10 months	730.00
	Allowance for Financial Penalty	75.00
<b>Deductions</b>		<b>805.00</b>
Maximum Order		3452.80
Less 75% to reflect conduct and financial circumstances		<u>2589.60</u>
 Rent Repayment Order		 <u>£863.20</u>

**Ms Drinkeld**

Amount Claimed		4653.00
Less: Utility Costs	£73.00 x 11 months	803.00
	Allowance for Financial Penalty	75.00
<b>Deductions</b>		<b>878.00</b>
Maximum Order		3775.00
Less 75% to reflect conduct and financial circumstances		<u>2831.25</u>

Rent Repayment Order £943.75

**Ms Robinson**

Amount Claimed		3384.00
Less: Utility Costs	£73.00 x 11 months	803.00
Allowance for Financial Penalty		75.00
<u>Deductions</u>		<u>878.00</u>
Maximum Order		2506.00
Less 75% to reflect conduct and financial circumstances		<u>1879.50</u>

Rent Repayment Order £626.50

**Ms Ewins**

Amount Claimed		2961.00
Less: Utility Costs	£73.00 x 11 months	803.00
Allowance for Financial Penalty		75.00
<u>Deductions</u>		<u>878.00</u>
Maximum Order		2083.00
Less 75% to reflect conduct and financial circumstances		<u>1562.25</u>

Rent Repayment Order £520.75

**Ms Robertson**

Amount Claimed		3767.00
Less: Utility Costs	£73.00 x 11 months	803.00
Allowance for Financial Penalty		75.00
<u>Deductions</u>		<u>878.00</u>
Maximum Order		2889.00
Less 75% to reflect conduct and financial circumstances		<u>2166.75</u>

Rent Repayment Order £722.25

**Ms Munday**

Amount Claimed		4400.00
Less: Utility Costs	£73.00 x 11 months	803.00
Allowance for Financial Penalty		75.00
<u>Deductions</u>		<u>878.00</u>
Maximum Order		3522.00
Less 75% to reflect conduct and financial circumstances		<u>2641.50</u>

Rent Repayment Order £880.50

Payment should be made in full within 28 days of the date of this decision.

60. The Tribunal therefore confirms the total amount of the Rent Repayment Order in the sum of £4,556.95 (Four Thousand Five Hundred and Fifty Six Pounds, Ninety Five Pence).

**APPLICATION UNDER RULE 13(2)**

61. In their written submissions the Applicants submitted to the Tribunal an Application under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 requesting reimbursement of £100.00 each, being the Application Fee paid.
62. After careful consideration the Tribunal determined that it would be just and equitable that the Application Fee of £100.00 should be reimbursed to each of the Applicants in this case.

Payment should be made in full within 28 days of the date of this decision.

**APPEAL**

63. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal an aggrieved party must apply in writing to the First-tier Tribunal for permission to appeal within 28 days of the date specified below stating the grounds on which that party intends to rely in the appeal.

Date: 2<sup>nd</sup> April 2020

Graham Freckelton FRICS  
Chairman  
First-tier Tribunal (Property Chamber)