



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

Case Reference : **LON/00AG/HMF/2019/0093**

Property : **Flat 22, 46 Britannia Street, London
WC1X 9JH**

Applicants : **Hirato Sato
Kenami Yamaguchi
Yeo Wen Lin
Nicholas Johannes Vogelaar
Manisha Bangor
Michal Pawlik
Alba Mirello
Francesca Mondani**

Respondents : **Mrs Lutfa Biba
Prime Land Property Limited**

**In attendance on
Behalf of the
Respondents** : **Ms Suheil Michel (on behalf of the
first respondent)
Mr Faisal Sadiq Counsel for second
Respondent
Razual Khan Director
Sherry Fard –Solicitor Lewis Nedas**

Type of Application : **Rent Repayment Order**

Tribunal : **Judge Daley
Mr M Cairns MCIEH**

**Date and Venue of
Hearing** : **21 February 2020 at 10 Alfred Place,
London WC1E 7LR**

Date of Decision : **03 April 2020**

DECISION

The Tribunal makes an order for a rent repayment order in the total sum of £7600.00.

The relevant provisions in the Housing Act 2004 and Section 41 of the Housing and Planning Act 2016 relating to rent repayment orders are set out in an Appendix to this decision.

Application

1. The Applicants applied for a rent repayment order in respect of the premises known as Flat 22, 46 Britannia Street, London WC1X 9JH85 (“the premises”). The premises comprised six rooms, a kitchen and two bathrooms.
2. The Tribunal made directions for the preparation of this case and the hearing of the application.
3. In paragraph 4 of the Directions, the Tribunal set out a number of issues to be determined that is -: Whether the tribunal is satisfied beyond reasonable doubt that the landlord has committed one or more of the following offences including section 72(1) control or management of an unlicensed HMO; (2) whether the offence related to a house that was let to the tenant;(3) Whether the offence was committed by the landlord in the period of 12 months ending with the date the application was made.
4. The matter was set down for a hearing on 21 February 2020. The hearing was attended on behalf of the Applicant’s by Alba Mirello, a litigant in person who acted as lead applicant in these proceedings. Also, in attendance were Francesca Mondani, and Daniel Richards.
5. The First respondent was represented by her daughter Ms Sunheil Michel. The second respondent was represented by Faisal Sadiq, also in attendance was Sherry Fard, Solicitor Lewis Nedas, and also in attendance were Mr Rezual Khan and Mr Charles Pearse Directors of Prime Land Property Limited.

Preliminary Matters

6. The First Respondent was not in attendance at the hearing, she was represented by her daughter Ms Sunheil Michel who requested an Adjournment on her behalf. This application was opposed by the Second Respondent and the Applicants.
7. Ms Sunheil explained that her parents were both unwell, she stated that her mother had been assisted by someone who was helping her, Ms

Michel was not instructed by her mother beyond asking for an adjournment.

8. Mr Sadiq stated that the second respondent had been sent their bundle on 13 February, at that point the second respondent had been represented by solicitors, who had shortly after receiving the bundle came of the record. On 14 February, the first respondent had requested an adjournment on the basis that the first respondent and her husband were unwell. However, their request had been refused as no medical evidence had been provided.
9. He stated that the second respondent had attended and was ready to deal with this matter today, he noted that no further medical evidence had been provided by the first respondent other than the assertion by Ms Michel that her mother had flu. The Tribunal also heard from the Applicants representative who was also ready to proceed today, and had taken time off work to attend the hearing.
10. The Tribunal considered the application made by Ms Michel together with the representations made by the respondents. The Tribunal considered the overriding objective rule 3 of the Tribunal Procedure Rules 2013, which require the Tribunal to deal with the matter in a way which is proportionate, and avoids delay. The Tribunal considers that there will be some prejudice to the first respondent as a result of her not being able to attend the hearing.
11. The Tribunal had regard to the fact that through her daughter she had stated that she did not have the funds to pay for representation, and also, she had the flu and was not able to attend the hearing in person. However, we noted that the second respondent and some of the tenants had attended. The second respondent was represented and had incurred costs for representation, we also noted that the tenants had undoubtedly taken time off work and as such would be inconvenienced if the hearing did not go ahead.
12. We also had no medical evidence from the first respondent. Given this the Tribunal decided to refuse the application for an adjournment.

The Background

13. The premises known as Flat 22, 46 Britannia London WC1, was converted into a six-bedroom flat, by conversion of the living room. The property is owned by Mrs Lufta Bibi the first respondent. The second respondent, Prime Land Property limited, is the managing agent. On 17 December 2015, the managing agents entered into an agreement to manage the property.
14. Prior to the property being managed by Prime Land Property Limited, it was used as a guest house. The first tenant who is an applicant in these proceedings entered into a licence agreement for the occupancy of room 1, between the periods 5 September 2018 and the property was

occupied by various tenants who are the applicants in these proceedings.

15. On 22 August 2020 Mr Jack Kane operations manager for London Borough of Camden and Mr Joshua Oni (Enforcement Manager) inspected the property and carried out an inspection. During the course of their visits on 22 and 29 August 2019 they established that the premises, was being occupied by 7 person who formed 6 households living in 6 rooms.
16. On 23 August 2019 the London Borough of Camden notified the managing agents that they were considered to be in breach of Section 234(3) and section 72 of the Housing Act 2004 as the premises was an HMO which was being let without a licence. Both respondents were subsequently received a penalty notice from the London Borough of Camden, of £13,000(following negotiations with the authority) in respect of the second respondent and £20,000 in respect of the first respondent.

The hearing

17. The Tribunal heard from Mr Saddiq, counsel for the second respondent who conceded on behalf of the second respondent that the premises were used as an unlicensed HMO and that tenants who were the subject of this application had been in occupation at premises for the relevant periods. He raised two issue concerning the second respondent's culpability for the offence firstly he referred the Tribunal to the definition section of the Housing and Planning Act 2016, in particular Section 40(2) which requires the landlord under a tenancy of housing to repay an amount of rent paid by the tenant. Mr Saddiq asserted that the second respondent was not the landlord of the premises. As they had no interest in the land and were merely agents of an undisclosed principal.
18. Mr Saddiq accepted that the first respondent may well be entitled to seek an indemnity from the second respondent based on the management agreement, however he stated was a separate issue from who was the landlord of the premises.
19. In the witness statements of Mr Razaul Khan stated that the managing agents had undertaken refurbishment of the property prior to it being let, he also stated that sums of money had been advanced to the freeholder which amounted to loans which were then deducted from the rental income on a monthly basis from the rent. The managing provided receipts for these payments. Mr Khan also stated that £1000 had been transferred to the first respondent for the upkeep of the house that she currently lived in.
20. The Tribunal was also informed in paragraph 7 of the first witness statement of Razaul Khan that the first respondent also paid for the utility bills which were included in the rent. In addition, the company paid for day to day maintenance, cleaning services and any furniture.

As a result, once the expenses were deducted the managing agents average yearly profit was £2300 per annum. This meant that over the 3 years that they had managed the property they had made a gross profit of £6900 in total.

21. In his submissions Mr Sadiq referred to two cases *Parker and Waller (2012) UKUT 301 (LC)* and *Fallon and Wilson and others [2014] UKUT 0300*. He stated that both these cases made it clear that if the Tribunal decided to make a rent repayment order, they should take into account both the overall circumstances, of the respondent and deduct the landlord's outgoings.
22. Ms Michel queried whether the managing agents had abided by the terms of their managing agent's agreement which required them to provide details of all of the occupants of the property to the landlord. She also provided information about her mother's circumstances which she felt were relevant to be taken into account in any rent repayment order. She informed the Tribunal that neither of her parents were in employment as they both had health issues.
23. The premises had been a family home and now served as the means of an income, and her parents had been unaware of the licensing requirements. She stated that her mother had a mortgage on the property that she now lived in of £1247.95 per month.
24. She stated that her mother had been served a penalty notice in the sum of £20,000 and had agreed with the council to make payments of £600.00 per month towards the debt.
25. The Tribunal also heard from Ms Mirello on behalf of the Applicants. She informed about why had occupied the property and the dates of their licenses. She informed us that us that the Licence agreement had been signed by Prime Land Property. The agreement provided that the occupancy included all utility bills and internet access. She stated that there had been a cleaner at the beginning of her occupancy; however, the tenants now arranged cleaning amongst themselves. Mr Khan stated that he was unaware of this.
26. Ms Mirello stated that she had been unaware that the property needed to be licensed and was not licenced. She accepts that in general the managing agents were responsive; however, the tenants had made many of the rules themselves concerning establishing one bathroom for the woman and another for the men, and they had a WhatsApp group that they used to communicate. She stated that the property was a lot better now that it was licensed and she had noticed the difference as there were only 5 tenants now, and it was noticeable different. She wanted to continue to occupy the property although some of the tenants had moved out.
27. She had been made aware in August 2019, when Camden officers had inspected the property that the tenants were entitled to a rent repayment order as the property had not been licensed however other

than the repairs that the landlord had been required to make, she had no complaints about the property. Her rent had been £200.00 per week

28. The Tribunal also had sight of the bank statements for each of the tenants. The Tribunal had sight of the copy Housing Act 2004 notice which had been served. Ms Mirello also provided us with details of each of the tenants, and the rent paid by them in the relevant 12-month period. Ms Mirello had seen the first respondent's husband, he had visited the premises, and she was aware that the first respondent was the freeholder.
29. The Tribunal also had been provided with of the Notice granting a licence for an HMO dated 3 December 2019.

The Decision of the Tribunal

30. The Tribunal is satisfied beyond reasonable doubt that the premises were required to be licensed pursuant to section 72(1) of the Housing Act 2004. The Applicants provided detailed evidence concerning the occupancy of the premises and the fact that it was unlicensed, which was conceded by the second Respondent. The Tribunal accepted that from the period of August 2018 being the earliest dated on the licence the premises was a House in Multiple Occupation which required a licence.
31. Accordingly, the Tribunal is satisfied that it is appropriate to make a rent repayment order.
32. The Tribunal also accept that the property was in general managed to a reasonable standard, although it was overcrowded and the respondent was required to comply with a schedule of work which involved relocating the fridge-freezer which was located in the hallway, carry out maintenance to the ventilation fans in the bathrooms and kitchen and upgrade the electrical sockets within each room.
33. A s9 witness statement by Mr Jack Kane, an Operations Manager for LBC had described conditions and occupancy levels on Local Authority inspections on the 22nd and 29th August 2019. The Tribunal noted that a lounge had been partitioned off to form two additional rooms. One at just 5.2m² was below the statutory minimum room size for occupation. Camden's own minimum standards were also breached and Mr Kane commented that had an HMO licence been submitted then the permitted number of occupiers would have been limited to 5. He went on to indicate that the LA was in the process of taking enforcement action on a number of shortcomings including breaches of HMO management regulations as well as the licencing offence. He described fire safety shortcomings as posing "a significant risk to the tenants if a fire were to start within the flat".

34. The tenants confirmed that fire doors had not been fitted and the works were relatively minor. The Tribunal heard from Ms Mirello that she would like to continue to occupy the premises. The Tribunal takes this of evidence that in general the property was managed to a reasonable standard. And this is reflected in the order that the Tribunal has made.
35. The Tribunal was informed by the second respondent that the rental income for the property was £65863.80. This represents a market rent for the property, the managing agents share was £11863.00. The license agreements provide in paragraph 4.1:- “The fee of this licence includes utility bills for Gas, Electricity Water, Internet and the council tax up to £60.00 for gas and £60.00 for electricity”. Any excess over and above £60.00 was to be paid by the tenants.
36. There are two issues that the Tribunal has considered, firstly who the landlord of the property was for the purpose of making a rent repayment order, and secondly the sum to be ordered. The License agreements were in the name of Prime Property Limited, Section 72(1) of the Housing Act 2004 states:- “A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1) but is not so licensed.”
37. The Tribunal is satisfied that the licences were granted by Prime Property Limited who in the licence agreement was named as the Landlord. Accordingly, the Tribunal is satisfied that Prime Property Limited had control of the premises for the purpose of this offence and that any award ought to be made against Prime Property Limited rather than the first respondent. In reaching this decision the Tribunal has also taken account of the knowledge and information that the second respondent had as a professional company who managed properties.
38. The Tribunal has also noted that although the Agreement provides in clause 5(8), that the landlord shall provide the licence for residential renting, the managing agents did not have the appropriate licence in place for letting the property as a HMO, we consider that as professional managing agents the landlord ought to have known that this was a requirement.
39. The Tribunal has also considered the terms of the agreement under the terms of the management agreement, the first respondent was required for keeping all structural parts and exterior and interior of the premises in reasonable repair including central heating, plumbing and electrical appliances clause 5.6 the agent at their discretion could arrange for a contractor to carry out repairs.
40. As such, the obligation was the first Respondent’s and any sums for such work are the liability of the first respondent. The Tribunal has discounted any sums incurred by the second respondent in carrying out

this work, as they are by virtue of this agreement recoverable from the first respondent. The Tribunal has also not take any loan amounts into account as these are also repayable by the first respondent.

41. The agreement is silent concerning utilities, and as such we accept the evidence of the second respondent that these were paid by them once the guaranteed sums were paid to the first respondent. The Tribunal has also seen copies of invoices for water rates, council tax and business internet connection in the total sum of £3013.11. The tribunal was not provided with copies of bills for gas and electricity however we have deducted the sum of £60 per month from each tenants' rent to reflect the cost of electricity and gas. In accordance with *Parker and Waller (2012) UKUT 301 (LC) and Fallon and Wilson and others [2014] UKUT 0300*. The Tribunal has deducted these sums from the rent repayment order. The Tribunal has also noted that no complaints were made of the condition of the premises or of the behaviour of the landlord in managing the premises.
42. The Tribunal also considered that in deciding to make a rent repayment order the Tribunal was considering the respondents failure to licence rather than any of the management issues that may have existed at the premises, and this is reflected in the decision.
43. The Tribunal has set out the details of each tenants' dates of occupancy and the rent paid by them for the relevant 12-month period. We have also set out the sum to be repaid, in our decision we have taken into account the sum of money made by Prime Property Limited, and the fact that the local authority has granted a licence, and the schedule of work is evidence that the property itself was not in poor condition. We noted that the sum of £8849.89 represents the profit made by the second respondent for the 12-month period

Yeo Lin & Vogelaar (room 1)£7280	Michal Pawlik Room (4)	Bangor Manisha Room 3/4 £7209.00	Francesca Mondani £3974.00	Hirato Sato £3890.00	Ms Alba Mirello £8340.00
Tribunal award £1700	Tribunal award £600.00	Tribunal Award £1400	Tribunal Award £1200	Tribunal Award £900	Tribunal Award £1800

14. The Tribunal recognises that this sum although not representing the full amount of the rent, does provide compensation for the tenants in line with the proportion of rent which was directly paid to the second respondent.

The Tribunal makes an order for the Respondent to reimburse the Applicants' hearing fees pursuant to rule of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

Name: Judge Daley

**Date: 03
April
2020**

Appendix of relevant legislation

Housing Act 2004

Section 72 Offences in relation to licensing of HMOs

- (1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
- (2) A person commits an offence if—
 - (a) he is a person having control of or managing an HMO which is licensed under this Part,
 - (b) he knowingly permits another person to occupy the house, and
 - (c) the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
- (3) A person commits an offence if—
 - (a) he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
 - (b) he fails to comply with any condition of the licence.
- (4) In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
 - (a) a notification had been duly given in respect of the house under section 62(1), or
 - (b) an application for a licence had been duly made in respect of the house under section 63,and that notification or application was still effective (see subsection (8)).
- (5) In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—
 - (a) for having control of or managing the house in the circumstances mentioned in subsection (1), or
 - (b) for permitting the person to occupy the house, or
 - (c) for failing to comply with the condition,as the case may be.
- (6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
- (7) A person who commits an offence under subsection (3) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

- (8) For the purposes of subsection (4) a notification or application is “effective” at a particular time if at that time it has not been withdrawn, and either–
- (a) the authority have not decided whether to serve a temporary exemption notice, or (as the case may be) grant a licence, in pursuance of the notification or application, or
 - (b) if they have decided not to do so, one of the conditions set out in subsection (9) is met.
- (9) The conditions are–
- (a) that the period for appealing against the decision of the authority not to serve or grant such a notice or licence (or against any relevant decision of the appropriate tribunal) has not expired, or
 - (b) that an appeal has been brought against the authority's decision (or against any relevant decision of such a tribunal) and the appeal has not been determined or withdrawn.
- (10) In subsection (8) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Section 73 Other consequences of operating unlicensed HMOs: rent repayment orders

- (1) For the purposes of this section an HMO is an “unlicensed HMO” if–
- (a) it is required to be licensed under this Part but is not so licensed, and
 - (b) neither of the conditions in subsection (2) is satisfied.
- (2) The conditions are–
- (a) that a notification has been duly given in respect of the HMO under section 62(1) and that notification is still effective (as defined by section 72(8));
 - (b) that an application for a licence has been duly made in respect of the house under section 63 and that application is still effective (as so defined).
- (3) No rule of law relating to the validity or enforceability of contracts in circumstances involving illegality is to affect the validity or enforceability of–
- (a) any provision requiring the payment of rent or the making of any other periodical payment in connection with any tenancy or licence of a part of an unlicensed HMO, or
 - (b) any other provision of such a tenancy or licence.
- (4) But amounts paid in respect of rent or other periodical payments payable in connection with such a tenancy or licence may be recovered in accordance with subsection (5) and section 74.

(5) If–

- (a) an application in respect of an HMO is made to the appropriate tribunal by the local housing authority or an occupier of the whole or part of the house, and
- (b) the tribunal is satisfied as to the matters mentioned in subsection (6) or (8),

the tribunal may make an order (a “rent repayment order”) requiring the appropriate person to pay to the applicant such amount in respect of the relevant award or awards of universal credit or the housing benefit paid as mentioned in subsection (6) (b), or (as the case may be) the periodical payments paid as mentioned in subsection (8) (b), as is specified in the order (see section 74(2) to (8)).

(6) If the application is made by the local housing authority, the tribunal must be satisfied as to the following matters–

- (a) that, at any time within the period of 12 months ending with the date of the notice of intended proceedings required by subsection (7), the appropriate person has committed an offence under section 72(1) in relation to the HMO (whether or not he has been charged or convicted),

(b) that–

- (i) one or more relevant awards of universal credit have been paid (to any person); or
- (ii) housing benefit has been paid (to any person) in respect of periodical payments payable in connection with the occupation of the whole or any part or parts of the house,

during any period during which it appears to the tribunal that such an offence was being committed,

- (c) that the requirements of subsection (7) have been complied with in relation to the application.

(6A) ...

(7) Those requirements are as follows–

- (a) the authority must have served on the appropriate person a notice (a “notice of intended proceedings”)–
 - (i) informing him that the authority are proposing to make an application under subsection (5),
 - (ii) setting out the reasons why they propose to do so,
 - (iii) stating the amount that they will seek to recover under that subsection and how that amount is calculated, and

- (iv) inviting him to make representations to them within a period specified in the notice of not less than 28 days;
 - (b) that period must have expired; and
 - (c) the authority must have considered any representations made to them within that period by the appropriate person.
- (8) ...
- (9) Where a local housing authority serve a notice of intended proceedings on any person under this section, they must ensure—
- (a) that a copy of the notice is received by the department of the authority responsible for administering the housing benefit to which the proceedings would relate; and
 - (b) that that department is subsequently kept informed of any matters relating to the proceedings that are likely to be of interest to it in connection with the administration of housing benefit.
- (10) In this section—
- “the appropriate person”, in relation to any payment of universal credit or housing benefit or periodical payment payable in connection with occupation of the whole or a part of an HMO, means the person who at the time of the payment was entitled to receive on his own account periodical payments payable in connection with such occupation;
- “housing benefit” means housing benefit provided by virtue of a scheme under section 123 of the Social Security Contributions and Benefits Act 1992 (c. 4);
- “occupier”, in relation to any periodical payment, means a person who was an occupier at the time of the payment, whether under a tenancy or licence or otherwise (and “occupation” has a corresponding meaning);
- “periodical payments” means—
- (a) payments in respect of which an amount under section 11 of the Welfare Reform Act 2012 may be included in the calculation of an award of universal credit, as referred to in paragraph 3 of Schedule 4 to the Universal Credit Regulations 2013 (“relevant payments”) (S.I. 2013/376) or any corresponding provision replacing that paragraph; and
 - (b) periodical payments in respect of which housing benefit may be paid by virtue of regulation 12 of the Housing Benefit Regulations 2006 or any corresponding provision replacing that regulation;
- (11) For the purposes of this section an amount which—
- (a) is not actually paid by an occupier but is used by him to discharge the whole or part of his liability in respect of a periodical payment (for example, by offsetting the amount against any such liability), and
 - (b) is not an amount of universal credit or housing benefit,

is to be regarded as an amount paid by the occupier in respect of that periodical payment.

Section 74 Further provisions about rent repayment orders

- (1) This section applies in relation to rent repayment orders made by residential property tribunals under section 73(5).
- (2) Where, on an application by the local housing authority, the tribunal is satisfied—
 - (a) that a person has been convicted of an offence under section 72(1) in relation to the HMO, and
 - (b) that—
 - (i) one or more relevant awards of universal credit (as defined in section 73(6A)) were paid (whether or not to the appropriate person), or
 - (ii) housing benefit was paid (whether or not to the appropriate person) in respect of periodical payments payable in connection with occupation of the whole or any part or parts of the HMO,

during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO in question,

the tribunal must make a rent repayment order requiring the appropriate person to pay to the authority the amount mentioned in subsection (2A).

This is subject to subsections (3), (4) and (8).

(2A) The amount referred to in subsection (2) is—

- (a) ...
 - (b) an amount equal to the total amount of housing benefit paid as mentioned in subsection (2)(b)(ii), ...
- (3) If the total of the amounts received by the appropriate person in respect of periodical payments payable as mentioned in paragraph (b) of subsection (2) ("the rent total") is less than the amount mentioned in subsection (2A), the amount required to be paid by virtue of a rent repayment order made in accordance with that subsection is limited to the rent total.
 - (4) A rent repayment order made in accordance with subsection (2) may not require the payment of any amount which the tribunal is satisfied that, by reason of any exceptional circumstances, it would be unreasonable for that person to be required to pay.
 - (5) In a case where subsection (2) does not apply, the amount required to be paid by virtue of a rent repayment order under section 73(5) is to be such amount as the tribunal considers reasonable in the circumstances.

This is subject to subsections (6) to (8).

(6) In such a case the tribunal must, in particular, take into account the following matters–

(a) the total amount of relevant payments paid in connection with occupation of the house during any period during which it appears to the tribunal that an offence was being committed by the appropriate person in relation to the HMO under section 72(1);

(b) the extent to which that total amount–

(i) consisted of, or derived from, payments of relevant awards of universal credit or housing benefit, and

(ii) was actually received by the appropriate person;

(c) whether the appropriate person has at any time been convicted of an offence under section 72(1) in relation to the HMO;

(d) the conduct and financial circumstances of the appropriate person; and

(e) where the application is made by an occupier, the conduct of the occupier.

(7) In subsection (6) “relevant payments” means–

(a) in relation to an application by a local housing authority, payments of relevant awards of universal credit, housing benefit or periodical payments payable by occupiers;

(b) ...

(8) A rent repayment order may not require the payment of any amount which–

(a) (where the application is made by a local housing authority) is in respect of any time falling outside the period of 12 months mentioned in section 73(6)(a); or

(b) ...

and the period to be taken into account under subsection (6) (a) above is restricted accordingly.

(9) Any amount payable to a local housing authority under a rent repayment order–

(a) does not, when recovered by the authority, constitute an amount of universal credit or housing benefit recovered by them, and

(b) is, until recovered by them, a legal charge on the HMO which is a local land charge.

(10) For the purpose of enforcing that charge the authority have the same powers and remedies under the Law of Property Act 1925 (c. 20) and

otherwise as if they were mortgagees by deed having powers of sale and lease, and of accepting surrenders of leases and of appointing a receiver.

- (11) The power of appointing a receiver is exercisable at any time after the end of the period of one month beginning with the date on which the charge takes effect.
- (12) If the authority subsequently grant a licence under this Part or Part 3 in respect of the HMO to the appropriate person or any person acting on his behalf, the conditions contained in the licence may include a condition requiring the licence holder-
- (a) to pay to the authority any amount payable to them under the rent repayment order and not so far recovered by them; and
 - (b) to do so in such instalments as are specified in the licence.
- (13) If the authority subsequently make a management order under Chapter 1 of Part 4 in respect of the HMO, the order may contain such provisions as the authority consider appropriate for the recovery of any amount payable to them under the rent repayment order and not so far recovered by them.
- (14) ...
- (15) ...
- (16) Section 73(10) and (11) apply for the purposes of this section as they apply for the purposes of section 73.