



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

Case reference : **LON/OOBG/HMF/2021/0246**

Property : **Flat 21 Spinnaker House, Byng Street,
London E148LG**

Applicant : **Paul Cockburn and Rhea Mayhew**

Representative : **Muhammed Williams**

Respondents : **Iconnector**

Representative : **None attendance**

Type of application : **Rent Repayment Order**

Tribunal : **Judge Shepherd
Chris Gowman MCIEH**

Date of Determination : **7th February 2023**

DECISION

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1. In this case the Applicants, Paul Cockburn and Rhea Mayhew (“ The Applicants”) are seeking Rent Repayment Orders against the Respondent, P31 Property Management; Williams Bentley Limited T/A IConnector. The relevant law is set out in the annex to the determination.
2. The claim relates to the Applicants’ occupation of premises at 21 Spinnaker House, 2 Byng Street, Covent Garden, London WC2H9JQ (“The premises”) The case was originally also brought against Gekko Capital Management Limited(“Gekko”) however following an application made by Landlord’s Defence the Applicants’ representative Muhammed Williams of London Borough of Tower Hamlets agreed to discontinue the case against Gekko. The basis of the application by Landlords Defence was that Gekko were a superior landlord and we’re not therefore liable following the case of *Rakusen v Jepsen* [2021] EWCA Civ 1150. Its fair to say that Mister Williams was reluctant in making the decision to discontinue against Gekko. He wrote to the tribunal on the 8th of December 2022 stating that he was concerned about the relationship between the various parties.
3. Mr Williams was right to be concerned and it is fair to say that the identity of the landlord in this case is not clear cut. There is a document dated 21st November 2019 purporting to grant an Assured Shorthold tenancy of Flat 21 Spinnaker House to P31 Property Management Ltd (C/O Ms Huichun Shin). The landlord on this document is said to be Gekko Capital Ltd (C/O Gavin Johnson). This presumably was the document relied upon by Landlord Defence to support their argument that Gekko were a superior landlord. This appears to be a sham document because it is not possible to grant an assured shorthold tenancy to a company. Further there appears to be a close connection between both parties as will be seen further in this determination. In any event as already indicated a decision was made to release Gekko as a Respondent.
4. Mr Cockburn was given a “tenancy offer form” by Iconnector. This related to room C of the premises The rent was £800 a month. The tenancy start date was said to be the 31st of August 2000 and end date 29th of November 2020. He paid a deposit and a holding deposit. There is no evidence that the deposit was properly protected in a deposit protection scheme. He then signed a “licence agreement for three months from the 30th of November 2020 until the 27th of February 2021 again with a monthly rent of £800 pounds. The licensor on this document was named as “Gavin”. One assumes with fair justification that this was Gavin Johnson the Director of Gekko. The agent was named as Iconnector. Again, a security deposit was referred to but there was no reference to that deposit being protected. Further down the licence agreement the licensor was referred to as William Bentley limited trading as Iconnector.

5. Mr Cockburn could be forgiven for being very confused as to the identity of his landlord. One thing is clear about the purported license agreement however. That is that it was a sham agreement. For whatever reason the landlord had decided to try and present itself as a licensor when it is patently clear that Mr Cockburn was a tenant – he confirmed that he had exclusive possession of his room with shared common areas. One can speculate as to the reason for the sham but it's probably because the landlord realised that they should have protected his deposit and had not done so and therefore were liable for penalties under the Housing Act 2004. There is evidence also that Gavin Johnson was involved in this agreement despite later protestations that his organisation Gekko were only the superior landlord.
6. There is also a tenancy agreement between P31 Property Management and Rhea Mayhew and her partner Sam Hamlett for room D at the premises. Again, the agent is named as Iconnector and the tenancy runs for the period from 10th of August 2020 until the 9th of November 2020. A deposit was taken but there is no evidence of that deposit being protected. Confusingly at the bottom of the agreement on each page it refers to it being a licence agreement. There is also a further agreement in which again the licensor is named simply as “Gavin”, presumably again Gavin Johnson. The period of the “licence agreement” is the 10th of November 2020 until the 9th of February 2021 with a monthly rent of £900. The agreement is obviously a sham and indeed in parts it refers to it being a tenancy.
7. The position was further confused by the application for a landlord licence which was made with the proposed licence holder being Gekko Capital Limited. The application being made by William Bentley Limited TA Iconnector. This application was made on the 8th of December 2020.
8. The Tribunal when faced with this confusion were concerned about whether the right Respondent had been named in the proceedings and whether the action against Gekko should have been discontinued. It seems clear that Gekko and/or Gavin Johnson are closely involved with the other parties. Addresses are shared etc. Iconnector are called variously agents or landlords. William Bentley Limited have now dissolved as a company but they were trading as Iconnector and Iconnector still exist. Somewhat reluctantly the Tribunal considers that Iconnector are the appropriate Respondent. At one stage Shi Huichin had communications with the Tribunal and the Applicants' representative but failed to take any real involvement in the case despite being sent all the documentation.
9. During his occupation at the premises Mr Cockburn paid rent of £3380 prior to the date of the licence application. Ms Mayhew paid £4482 during the

period 28th of July 2020 until the 7th December 2020. During the period of these claims there was no licence in place at the premises. The Additional Licencing Scheme in Tower Hamlets began on the 1st of April 2019 and is applicable to all properties where there are three or more people living as two or more households who share facilities such as a bathroom or kitchen and at least one of the tenants pays rent. The Tribunal were told and find as a fact that during the periods of claim both Applicants shared the premises with a number of different households and there were at least three or more people living as two or more households. Mr Cockburn told the tribunal that he'd raised the issue of the overcrowding at the premises with the landlord and had been told that it was nothing to do with him. The fact that the landlord (in whichever guise it was choosing to adopt) made an application for a licence when confronted with its unlawful conduct demonstrates that it was aware of the need to have a licence but chose not to have one. This appears to be a blatant disregard of the law.

10. The claim is made out therefore the remaining issue is the level of the order. Should any deduction or addition be made in relation to the landlord's conduct or for utility charges. Mr Cockburn gave clear and compelling evidence about a leak that existed at the premises. He said that there had been a leak for eight months in the kitchen on the right-hand side. The tenants tried to use towels to collect the leak which they changed every day. The landlord took a long time to send anyone around. It was unhygienic. It was reported to Iconnector. He said that during the tenancy the rent was paid to William Bentley but anything to do with the flat involved Iconnector. He said that there was no effort made to fix the leak although someone came to look but left it. The tenants investigated whether the leak was being caused by the flat above but this was not the case. He said that utilities were included in the rent. Both he and Rhea had paid the rent themselves without any assistance from housing benefit.
11. In terms of conduct it's difficult to envisage a more clear - cut case in which the landlord's conduct justifies a significant order unfortunately the period of claim is limited and there is no real reason to depart from the amount of that claim in this case. In terms of utilities the Tribunal considered whether to make a notional deduction however the fact remains that Iconnector chose for whatever reason not to engage with these proceedings. They could have come forward and made representations as to the level of deduction that should be made for utilities but did not do so. It's not appropriate for the Tribunal just to speculate on this matter and therefore no deduction is made for utilities.
12. In summary Iconnector must pay Ms Cockburn £3380 and Ms Mayhew £4482.

Judge Shepherd

7th February 2023

ANNEX - RIGHTS OF APPEAL Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
 2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
 3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
 4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
 5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal
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