



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

**Case reference** : **LON/00/00BC/HMF/2021/0038**

**HMCTS code  
(video)** : **V: CVPREMOTE**

**Property** : **72 Aldborough Road South, Ilford,  
Essex IG3 8EX**

**Applicant** : **Ms Khadija Khan & Mr Saqib Khan**

**Representative** : **Mr B Weiss of Flat Justice**

**Respondent** : **Mr Manjinder Bains**

**Representative** : **Mr H Shepherd, counsel**

**Type of application** : **Rent repayment order**

**Tribunal  
member(s)** : **Judge Tagliavini  
Mr T Sennett MA FCIEH**

**Venue & date of  
hearing** : **10 Alfred Place, London WC1E 7LR  
20 August 2021**

**Date of decision** : **8 September 2021**

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**DECISION**

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**Covid-19 pandemic: description of hearing**

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V:CVPREMOTE. A face-to-face hearing was not held because it was not practicable, and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in three bundles of 1-156, 1-17 and 1-118 pages, the contents of which have been considered by the tribunal.

## **Summary decision of the tribunal**

- 1. The tribunal makes a rent repayment order in the sum of £6,250 and directs that this sum is paid by the respondent to the applicants jointly within 28 days of the date of this decision.**
  - 2. The tribunal determines that the respondent should reimburse the applicants £150 representing 50% of the application and hearing fees. This sum is to be paid within 28 days of the Date of this decision.**
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## **The application**

1. This is an application seeking a rent repayment order ('RRO') pursuant to section 95(1) of the Housing Act 2004, for the period 24/01/020 – 23/12/2020 in respect of premises situate at 72 Aldborough Road South, Ilford, Essex IG3 8EX ('the premises') in the sum of £13,125 due to the respondent's failure to obtain a licence under a selective licensing scheme introduced by the London Borough of Redbridge with effect from 1 October 2018.
2. The applicants also seek reimbursement of the application fee of £100 and the hearing fee of £200.

## **Background**

3. On 24 January 2021, the applicant tenants entered into a tenancy agreement with effect from that date with the respondent landlord for a 12-month assured shorthold tenancy for the subject premises which comprised a terraced two-bedroom house. The monthly rent due was £1,250 of which £650 was paid by way of Universal Credit in December 2020. The premises were occupied by the applicants with their young child.
4. The applicants also complained about the respondent's conduct in allowing black mould to pervade the premises during the period of their tenancy; the lack of sight of a Electrical Installation Condition Report; the apparent absence of any fire risk assessment; a lack of fire extinguishers; the absence of the landlord's details being displayed at the premises and the landlord's failure to provide a copy of the 'How to Rent Guide' at the start of the tenancy.

### **The applicant's evidence**

5. The applicant's provided written witness statements dated 27/04/2021 and heard the oral evidence of Ms Khan. Mr Khan was unavailable to give oral evidence to the tribunal having been required to attend his employment and therefore relied solely on his witness statement.
6. In her oral evidence Ms Khan told the tribunal she had previously been in receipt of Universal Credit, but that this had stopped when she had moved into the premises as her partner's income was too high for UC to continue in payment. Ms Khan stated she had made a new application for UC as a single person in November 2020 after the collapse of her relationship with Mr Khan and had subsequently received £625 towards housing costs.
7. Ms Khan stated she had relied on family members to help with household expenses as Mr Khan was not entitled to access public funds due to his limited immigration status. These appeared as lump sum payments on a number of her bank accounts exhibited to her witness statement. Ms Khan stated that the roof had leaked in several places causing water to drip onto her infant daughter's bedding causing her to become anxious about her daughter's health and safety. Ms Khan accepted that the respondent had responded to her complaints but asserted that any works were not adequate to resolve the issues.

### **The respondent's evidence**

8. The respondent relied upon a Statement of Reasons (undated) for opposing the application and gave oral evidence to the tribunal. The respondent accepted he had not obtained a selective licence as he was unaware of the scheme introduced by Redbridge and having moved from Birmingham where no similar scheme was in effect. The respondent stated that at the time the tenancy was entered into the applicant(s) were in receipt of Universal Credit and a payment of £1,399.49 from the DWP was used to pay the rent due of £1,250 in January 2020 as Mr Khan's first earnings was not paid until February 2020. The respondent also asserted that the last rent paid was on 24 November 2020 and no further payments were received after that date from the applicants.
9. The respondent produced a electrical certificate and asserted that he had promptly responded to Ms Khan's complaints of mould and water penetration which, he asserted were exacerbated by her drying clothes indoors.
10. The respondent also relied upon his inexperience as a first- time landlord and his own economic circumstances as reasons for not making a RRO or reducing its amount and had now obtained a licence should he wish to rent out the subject premises in the future.

## **The tribunal's decision and reasons**

11. The tribunal is satisfied so that it is sure that the respondent has committed an offence pursuant to section 40(3) of the Housing and Planning Act 2016 and section 91(1) Housing Act 2004 and that a RRO can properly be made.
12. The tribunal is satisfied that the respondent's conduct during the tenancy was due to ignorance of the licensing regulations rather than an intended and calculated avoidance of his responsibilities. Further the tribunal finds that the premises did suffer from damp, mould and water penetration although the respondent did attend the premises in a reasonably timely manner when complaints were made. The tribunal also finds that the respondent did carry out repairs to remedy the damp and water penetration, albeit with limited effect.
13. The tribunal is not satisfied as to the applicant's financial circumstances throughout the period of the tenancy, as details of the complete ending of Universal Credit in January 2020, rather than a reduction to take into account Mr Khan's monthly income of approximately £1,300-£1,500 were not provided or proof of the financial support said to have been received from Ms Khan's family.
14. The tribunal finds that explicit directions dated 26/03/2021, for the applicant to produce all relevant unredacted bank statements and correspondence with the Department for Work and Pensions (DWP). However, the tribunal finds that the information provided was incomplete and did not confirm the closing down of a claim for Universal Credit in joint names (even if Mr Kham was ineligible for any payment) during the period of the tenancy. Further, the tribunal finds that significant sums were being transferred into the bank accounts of the , which were unsupported by any written statement from the family members who were said to have provided them.
15. Therefore, the tribunal taking as its starting point the 11-month period claimed, determines in all the circumstance that a RRO in the sum of £6,250 is to be paid by the respondent to the applicants jointly, as it is a matter for each applicant to determine how the sum is to be divided (if at all) in light of the tribunal's findings. This sum represents 50% of the rent due for a 10-month period, as the tribunal finds that the first month (January 2020) was paid by way of Universal Credit and the last month (December 2020) was not paid by the applicants at all. The tribunal is not satisfied that the applicant was not in receipt of UC during the period of the tenancy and therefore, determines that the claim for a RRO should be reduced.
16. The tribunal directs that the respondent should reimburse the applicants the sum of £150 representing 50% of the application and hearing fee. This sum is to be paid within 28 days of the date of this decision.

Name: Judge Tagliavini

Date: 8 September 2021

**Rights of appeal from the decision of the tribunal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).