FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BG/HMF/2021/0023**
Property	**:**	**20 Tomlins Grove, London E3 4NX**
Applicants	**:**	**(1) Oliver Eagleton** **(2) Olivia Ashmore** **(3) Gervase Poulden** **(4) Stephanie Melvin** **(5) Leonie Quinn** **(6) Oisin Meehan** **(7) Claire Parry** **(8) Rory Smith**
Representative	**:**	**Mr Muhammed Williams, London Borough of Tower Hamlets**
Respondent	**:**	**Karen Merricks**
Representative	**:**	**Lawrence Stephens Ltd**
Type of Application	**:**	**Application for a rent repayment order by tenants**
Tribunal	**:**	**Judge Nicol** **Mr C P Gowman MCIEH MCMI BSc**
Date and Venue of Hearing	**:**	**21st July 2021;** **By video conference**
Date of Decision	**:**	**23rd July 2021**

DECISION

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1) **Mr Robert Smith is removed as an Applicant.**

2) **The Respondent shall pay to the 7 Applicants other than Mr Oliver Eagleton a Rent Repayment Order in the total sum of £47,256.**

The relevant legislative provisions are set out in an Appendix to this decision.

Reasons

1. The Applicants lived at the subject property at 20 Tomlins Grove, London E3 4NX, a 6-bedroom terraced house with shared bathroom, toilet and kitchen facilities. The Applicants, other than Mr Eagleton, say they signed two tenancy agreements covering the period firstly from 15th September 2018 to 14th September 2019 and secondly from 15th September 2019 to 14th September 2020. The rent payable under the second tenancy was £4,520 per month – the Applicants worked out for themselves the share each occupant had to pay and they would pay Ms Ashmore who passed it on to the Respondent.

2. The Respondent is a director of the company which owns the property and the landlord named in the aforementioned tenancy agreements.

3. The Applicants seek a rent repayment order against the Respondent in accordance with the Housing and Planning Act 2016 ("the 2016 Act").

4. The hearing of this matter took place on 21st July 2021. The attendees were:

   - The Applicants;
   - Mr Muhammed Williams, London Borough of Tower Hamlets, representing the Applicants;
   - The Respondent;
   - Ms Bryoni Kleopa, counsel for the Respondent; and
   - Ms Beth Jacobs of Lawrence Stephens Ltd, the Respondent's solicitors.

5. The 8 Applicants had all given witness statements. Since they were each in virtually identical form and Ms Kleopa's cross-examination would have been similarly identical, only Mr Smith and, briefly, Ms Melvin gave live evidence for the Applicants. The Respondent was cross-examined on her Statement of Response.

6. The documents available to the Tribunal consisted of the following in electronic form:

   - A bundle in four parts compiled by Mr Williams;
   - A bundle of the Applicants' witness statements (from which Ms Melvin's had been accidentally omitted);
   - A Statement of Response from the Respondent;
   - A bundle containing 6 exhibits labelled A-F, accompanying the Respondent's Statement of Response;
   - A Statement in Response to the Respondent's bundle from Mr Williams;
   - A skeleton argument from Ms Kleopa; and

- A Response to Ms Kleopa's skeleton argument from the Applicants themselves.

Preliminary matters

7. Mr Robert Smith, a signatory to the first tenancy agreement but who left the property at the end of that agreement, was originally one of the Applicants. By letter dated 21st June 2021 Mr Williams asked the Tribunal to remove his name from the claim in accordance with rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The Tribunal so removes him.

8. The Applicant's Response to Ms Kleopa's skeleton argument was accompanied by a significant number of new documents said to be relevant to the respective parties' conduct and the Respondent's current intention to sell the property. However, they arrived within a day or two of the hearing and the Tribunal ruled that this was in breach of the directions and too late to allow them in.

9. The Applicants' witness statements were also served later than the Tribunal's directions but around one month before the hearing. Ms Kleopa sensibly had no objection to their admission and so the Tribunal permitted their use.

The offence

10. The Tribunal may make a rent repayment order when the landlord has committed one or more of a number of offences listed in section 40(3) of the 2016 Act. The Applicants alleged that the Respondents were guilty of having control of a House in Multiple Occupation (HMO) which is required to be licensed but is not so licensed, contrary to section 72(1) of the Housing Act 2004 ("the 2004 Act").

11. The Respondent accepted that the property was an HMO which was required to be licensed but was not. Ms Kleopa's first submission was that the RRO application was out of time because the relevant offence must have been committed more than 12 months before the application was made when the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 came into force on 1st October 2018. However:

    (a) The 2018 Order extended the definition of licensable HMOs but, in fact, it did not affect the property which also satisfied the previous definition; and
    (b) The offence under section 72(1) is a continuing offence (see *R (Mohamed & Lahrie) v LBWF* [2020] EWHC 1083 (Admin); [2020] HLR 34 at paragraph 51) so that it was still being committed on the last day before the Applicants left on 14th September 2020, well within 12 months of the application made on 18th January 2021.

Reasonable excuse

12. The Tribunal is satisfied so that it is sure that the required elements of the offence of having control of an HMO which is required to be licensed but is not so licensed have been made out. However, Ms Kleopa further submitted that the Respondent has a defence of reasonable excuse under section 72(5) of the 2004 Act.

13. The Respondent says she phoned the London Borough of Tower Hamlets in or around 2017 or 2018. She was initially put through to the planning department and then further through to a man whose name she did not catch but whom she said was very helpful. He allegedly advised her that she did not need a licence for the property.

14. The Respondent made no further enquiries and took no further advice. The first she knew about needing a licence was when Mr Williams contacted her ahead of these proceedings. She realised that it would be useful to have a record of her earlier conversation and contacted Tower Hamlets again to see if they had one. Again, she did not catch the name or department of the person she spoke to. They allegedly said that, due to the COVID pandemic, it was not possible to retrieve the relevant record.

15. It is for the Respondent to establish a reasonable excuse on the balance of probabilities. The Tribunal is not satisfied that she has done so. The advice she supposedly received was clearly wrong on the first occasion and may well have been wrong too on the second occasion. There is a significant possibility that either the Respondent gave the wrong information or misunderstood the information she was given. Without some proper record of the alleged conversations (which Mr Williams could have looked for if the Respondent had given any proper details), it is impossible to verify the Respondent's account.

16. Further, landlords and their agents would be expected to keep abreast of such matters as the licensing requirements through professional memberships, mailing lists, newspapers, specialist publications and other contacts (see *Chan v Bilkhu* [2020] UKUT 289 (LC) at paragraph 25). The Respondent said she relied on agents to keep her abreast of any obligations but such processes are clearly insufficient as she did not pick up on the licensing requirements. The Respondent would be expected to have processes in place to keep herself informed but she failed to do so.

17. The Respondent's ignorance in this case does not amount to a reasonable excuse. The Respondent could have done better and the legislation required her to do better. Therefore, the Tribunal is satisfied that the Respondent has no defence to the charge that she committed the offence of having control of this HMO while it was unlicensed.

Rent Repayment Order

18. For the above reasons, the Tribunal is satisfied that it has the power under section 43(1) of the Housing and Planning Act 2016 to make Rent Repayment Orders on this application. The Tribunal has a

discretion not to exercise that power but, as confirmed in *LB Newham v Harris* [2017] UKUT 264 (LC), it will be a very rare case where the Tribunal does so. This is not one of those very rare cases. The Tribunal cannot see any grounds for exercising their discretion not to make a RRO.

19. The RRO provisions were considered by the Upper Tribunal (Lands Chamber) in *Parker v Waller* [2012] UKUT 301 (LC). Amongst other matters, it was held that an RRO is a penal sum, not compensation. The law has changed since *Parker v Waller* and was considered in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) where Judge Cooke said:

> 9. In *Parker v Waller* … the President (George Bartlett QC) had to consider the provisions of sections 73 and 74 of the 2004 Act, which gave the FTT jurisdiction to make rent repayment orders; but they have been repealed so far as England is concerned and now apply only in Wales.
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> 10. Section 74(5) of the 2004 Act provided that a rent repayment order in favour of an occupier had to be "such amount as the tribunal considers reasonable in the circumstances". … With regard to orders made in favour of an occupier, therefore, he said at paragraph 26(iii):
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> > "There is no presumption that the RRO should be for the total amount received by the landlord during the relevant period unless there are good reasons why it should not be. The RPT must take an overall view of the circumstances in determining what amount would be reasonable."
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> 11. But the statutory wording on which that paragraph is based is absent from the 2016 Act. There is no requirement that a payment in favour of the tenant should be reasonable. … Paragraph 26(iii) of *Parker v Waller* is not relevant to the provisions of the 2016 Act …
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> 12. That means that there is nothing to detract from the obvious starting point, which is the rent itself for the relevant period of up to twelve months. Indeed, there is no other available starting point, which is unsurprising; this is a rent repayment order so we start with the rent.
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> 13. In *Parker v Waller* the President set aside the decision of the FTT and re-made it. In doing so he considered a number of sums that the landlord wanted to be deducted from the rent in calculating the payment. The President said at paragraph 42:
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> > I consider that it would not be appropriate to impose upon [the landlord] an RRO amount that exceeded his profit in the relevant period.
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> 14. It is not clear to me that the restriction of a rent repayment order to an account of profits was consistent with Parliament's intention in enacting sections 74 and 75 of the 2004 Act. The

removal of the landlord's profits was – as the President acknowledged at his paragraph 26 – not the only purpose of a rent repayment order even under the provisions then in force. But under the current statutory provisions the restriction of a rent repayment order to the landlord's profit is impossible to justify. The rent repayment order is no longer tempered by a requirement of reasonableness; and it is not possible to find in the current statute any support for limiting the rent repayment order to the landlord's profits. That principle should no longer be applied.

15. That means that it is not appropriate to calculate a rent repayment order by deducting from the rent everything the landlord has spent on the property during the relevant period. That expenditure will have repaired or enhanced the landlord's own property, and will have enabled him to charge a rent for it. Much of the expenditure will have been incurred in meeting the landlord's obligations under the lease. The tenants will typically be entitled to have the structure of the property kept in repair and to have the property kept free of damp and pests. Often the tenancy will include a fridge, a cooker and so on. There is no reason why the landlord's costs in meeting his obligations under the lease should be set off against the cost of meeting his obligation to comply with a rent repayment order.

16. … the practice of deducting all the landlord's costs in calculating the amount of the rent repayment order should cease.

19. The only basis for deduction is section 44 itself and there will certainly be cases where the landlord's good conduct, or financial hardship, will justify an order less than the maximum. But the arithmetical approach of adding up the landlord's expenses and deducting them from the rent, with a view to ensuring that he repay only his profit, is not appropriate and not in accordance with the law. I acknowledge that that will be seen by landlords as harsh, but my understanding is that Parliament intended a harsh and fiercely deterrent regime of penalties for the HMO licensing offence.

53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to considerations of conduct and his financial circumstances. …

20. On the basis of the decision in *Vadamalayan*, when the Tribunal has the power to make an RRO, it should be calculated by starting with the total rent paid by the tenant within the time period allowed under section 44(2) of the 2016 Act, namely 12 months, from which deductions may be made under section 44(3) and (4).

21. In *Ficcara v James* [2021] UKUT 38 (LC) the Upper Tribunal judge, Martin Rodger QC, expressed concerns (at paragraphs 49-51) whether it is correct to use the full amount of rent paid as the "starting point". However, he said that this issue is a matter for a later appeal. In the meantime, the Tribunal must follow the guidance in *Vadamalayan*.

22. In *Awad v Hooley* [2021] UKUT 0055 (LC) Judge Cooke also expressed concerns (at paragraph 40) that using the total rent as the starting point means it cannot go up, however badly a landlord behaves, thereby limiting the effect of section 44(3). However, with all due respect, this stretches too far the analogy between RROs on the one hand and criminal penalties or fines on the other.

23. Levels of fines in each case are set relative to statutory maxima which define the limit of the due sanction and the fine for each offender is modulated on a spectrum of which that limit defines one end – effectively the maximum fine is reserved for the most serious cases. However, an RRO is penal but not a fine. The maximum RRO is set by the rent the tenant happened to pay, not by the gravity of the offence. It is possible for a landlord who has conducted themselves appallingly to pay less than a landlord who has conducted themselves perfectly (other than failing to obtain a licence) due to the levels of rent each happened to charge for their respective properties.

24. There is nothing wrong with or inconsistent in the statutory regime for RROs if a particular RRO can't be increased due to a landlord's bad conduct. It is the result which inevitably follows from using the repayment of rent as the penalty rather than a fine. The maximum RRO, set by the amount of the rent, is a cap, not the maximum or other measure of the gravity of the parties' conduct. A landlord's good conduct or a tenant's bad conduct may lower the amount of the RRO, as happened in *Awad v Hooley* when the tenant withheld their rent, and that is how section 44(3) finds expression.

25. The total rent paid by the Applicants during the relevant 12-month period, namely the period of the second tenancy, was £54,240 (12 x £4,520). However, a difficulty arises from Mr Eagleton's status.

26. Mr Eagleton moved into the property after Mr Robert Smith moved out. The other Applicants intended that he should become an equal joint tenant under the second tenancy. However, under clause 7 of the tenancy agreement they could not share possession of the property without the Respondent's consent. Not only did they not obtain the Respondent's consent, they did not even inform her of his presence. The Tribunal's guess would be that the Respondent would have granted consent, if asked, but she never had that opportunity.

27. As noted in the recent county court judgment of HHJ Jan Luba QC in *Sturgiss v Boddy* (19th July 2021), it is common that tenants move in and out of flatshares without any formal acknowledgment of the change. When the landlord is aware of what is going on but,

nevertheless, continues to accept the payment of rent without any objection, they may be obliged to acknowledge any new occupant as their tenant. However, that is not the case here because the Respondent was never aware of Mr Eagleton during his time in the property.

28. On that basis, the Tribunal is satisfied that Mr Eagleton was not a tenant or licensee of the Respondent at the property. Only a tenant or licensee may apply for a RRO (see sections 40 and 56 of the 2016 Act). Therefore, the Tribunal cannot make a RRO in Mr Eagleton's favour.

29. Ms Kleopa urged that any RRO should be calculated by reference to the amounts each Applicant contributed to the rent, excluding Mr Eagleton. However, those amounts were determined by the Applicants themselves. Not only did the Respondent not have any input, she did not even know what those amounts were. The remaining 7 Applicants were, at all material times, jointly and severally liable for the whole rent. Their payment arrangements, through Ms Ashmore, were devised by them, at least in part, to ensure that that liability was met. If Mr Eagleton had never come to occupy the property, there would be no question but that the RRO should be calculated by reference to the whole rent, irrespective of the fact that the property had room for one more.

30. Under section 44(3), the maximum amount payable by the landlord under a RRO is the amount of rent paid to them. Under section 40(2), a RRO is an order requiring the landlord to repay the rent paid by "a tenant". Under section 6(c) of the Interpretation Act 1978, words in the singular include the plural so that "a tenant" also means "tenants". The Applicants (other than Mr Eagleton) all paid the monthly rent of £4,520 in accordance with their liability and that is the rent referred to in sections 40(2) and 44(3), not some apportionment they happened to make up between themselves.

31. However, there is still the matter of possible deductions. In considering the amount of the RRO, the Tribunal must take into account the conduct of the parties, the landlord's financial circumstances and whether the landlord has been convicted of a relevant offence. The Respondent has not been convicted of any such offence but did submit that there were relevant conduct by the Applicants and relevant financial circumstances.

32. Tribunals have struggled with what conduct may be relevant and what weight to give to any relevant conduct. In many RRO cases, parties have tended to conduct a kind of beauty parade of the competing defaults of each party. The detailed examination of various items of disrepair or wear and tear has taken up a disproportionate amount of the hearings in which they are raised, normally to little effect. On the other hand, Judge Cooke's brief discussion of the issue of conduct in *Awad v Hooley* [2021] UKUT 0055 (LC) suggests all conduct is potentially relevant.

33. The Tribunal is satisfied that the Applicants' breach of covenant in failing to inform the Respondent of Mr Eagleton's occupancy of the property is relevant conduct. In the Tribunal's opinion, the appropriate measure of that conduct is the amount Mr Eagleton contributed towards the rent which, according to paragraph 5 of Mr Williams's Statement in Response, was a total of £6,984. Therefore, that amount is deducted from the total rent paid of £54,240, reducing it to £47,256.

34. The Respondent accused the Applicants of leaving a large amount of disrepair when they left. Various invoices showed the work she had done to clean and refurbish the premises after their departure. Ms Kleopa also pointed to a number of photos which showed areas with rubbish or damage. However, on their face, many of the items in question would appear to come within the Respondent's repairing covenants, e.g. damage to a ceiling caused by a leak. The Respondent did not provide any expert evidence listing items of disrepair or their cause. The Tribunal could not be satisfied from the evidence available that the Applicants had conducted themselves in any way which should have an effect on the amount of the RRO.

35. The Applicants similarly alleged that the Respondent failed to deal adequately with all of their complaints of disrepair but there was no evidence before the Tribunal to support this. Therefore, the Tribunal made no further deduction in relation to either party's conduct.

36. As to the Respondent's financial circumstances, she pointed to the fact that an RRO would deprive her of significant funds that she would use towards payment of a substantial mortgage. In calculating the RRO, the Tribunal will have in mind a figure having gone through the other matters relevant to that determination. The role of the landlord's financial circumstances is to persuade the Tribunal to reduce the amount of the RRO which would otherwise be awarded. This is a matter of whether the landlord is able to pay or whether the consequences of requiring payment of a certain amount are disproportionate. For example, if the amount of an RRO would be sufficiently large that the landlord would be unable to muster the resources to pay it without going out of business or, say, making staff redundant, these would be good grounds for reducing the amount which would otherwise be payable.

37. However, the Respondent makes no such claims. The payment of an RRO may well be painful but, as a penal sum, it is supposed to be. There is no evidence that the Respondent cannot pay the sums under consideration and so there is no basis for reducing the amount of the RRO to take account of her current financial circumstances.

38. In the circumstances, the Tribunal is satisfied that a RRO should be made in the sum of £47,256. How it is distributed between the Applicants is up to them and there is nothing in this judgment intended to deprive Mr Eagleton of a proportionate share if he is entitled to one

under whatever arrangements the Applicants made together to bring these proceedings.

Name: Judge Nicol **Date:** 23rd July 2021

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.

(7A) See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).

(7B) If a local housing authority has imposed a financial penalty on a person under section 249A in respect of conduct amounting to an offence under this section the person may not be convicted of an offence under this section in respect of the conduct.

(1) 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.

(2) 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.

(3) In subsection (9) "relevant decision" means a decision which is given on an appeal to the tribunal and confirms the authority's decision (with or without variation).

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 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

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 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.

(3) A local housing authority may apply for a rent repayment order only if—

(a) the offence relates to housing in the authority's area, and

(b) the authority has complied with section 42.

(4) In deciding whether to apply for a rent repayment order a local housing authority must have regard to any guidance given by the Secretary of State.

Section 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);

(b) section 45 (where the application is made by a local housing authority);

(c) section 46 (in certain cases where the landlord has been convicted etc).

Section 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	***the amount must relate to rent paid by the tenant in respect of***
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence

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.

Section 52 Interpretation of Chapter

(1) In this Chapter—

"offence to which this Chapter applies" has the meaning given by section 40;

"relevant award of universal credit" means an award of universal credit the calculation of which included an amount under section 11 of the Welfare Reform Act 2012;

"rent" includes any payment 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;

"rent repayment order" has the meaning given by section 40.

(2) For the purposes of this Chapter an amount that a tenant does not pay as rent but which is offset against rent is to be treated as having been paid as rent.