



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

<b>Case Reference</b>	: CHI/43UG/HMF/2021/0006
<b>Property</b>	: 77 Park Avenue, Egham, Surrey, TW20 8HL
<b>Applicants</b>	: Sevdalin Angelov and Desislava Krancheva
<b>Respondent Representative</b>	: Bong Ki Lee : Mr C Jacobs (Counsel) Ms J Park (Murray Hay) Solicitors
<b>Type of Application</b>	: Application for rent repayment order by Tenant. Sections 40 – 43 and 45 of Housing and Planning Act 2016
<b>Tribunal Members</b>	: Judge C A Rai (Chairman) Mrs J Playfair
<b>Date and Venue of Hearing</b>	9 June 2021. CVP Video hearing (remote)
<b>Date of Decision</b>	: 5 July 2021

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**DECISION**

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1. The Tribunal dismissed the application.
2. The Tribunal rejected the Respondent's Application for an order for costs under Rule 13(2) of the **Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013** (the Rules).
3. The reasons for its decisions are set out below.

4. The Applicants rented a room located within a house at 77 Park Avenue Egham Surrey TW20 8HL (the Property) from the Respondent between October 2019 and January 2021.
5. The tenancy agreement dated 29 October 2019, was for a fixed term of twelve months from that date. The Respondent was the named landlord and the Applicants were jointly named as tenants. The rent was stated to be £530 per month for one tenant and £630 per month for two tenants which was payable in advance on the 28th day of each month. In addition, the tenant was liable to pay for gas and the TV licence.
6. The Tribunal concluded, from the evidence provided, that the Applicants paid a monthly rent of £630 throughout the period they remained in occupation, save and except during June/July 2020.
7. The Respondent disputed that the tenant was both Applicants suggesting that Mr Angelov had “forged” the agreement by adding Miss Krancheva’s name to the agreement, but nothing turned on that. The Application to the Tribunal was made by both Applicants.
8. The Property originally comprised two bedrooms on the first floor and a kitchen dining room and bedroom on the ground floor. The room occupied by the Applicants was on the first floor and included a small shower unit. The Applicants shared the use of the kitchen on the ground floor. During the tenancy, the Respondent carried out conversion works to the Property which included making part of the ground floor into a self-contained one bedroom flat and adding an additional kitchen for use by the first floor tenants. The disruption to the tenants caused by those works resulted the Applicants making complaints to the Respondent. The Applicants requested compensation for the disturbance and inconvenience they had endured. They only paid part of the rent that became due at the end of June 2020, (£130). Later in mid-July, they paid another £400 and the Respondent agreed to forgo £100 as “compensation” for the disruption he had caused.
9. The Applicants applied to the Tribunal for a rent repayment order on 12 February 2021. They also applied for a refund of the Application fee and the Hearing Fee.
10. Judge J Dobson issued Directions dated 11 March 2021. These required the Applicants provide further details clarifying the offences which they claimed had occurred, and on which they relied upon, to enable the Tribunal to make a rent repayment order. They were asked to state the relevant period of the offences [B page 14].
11. The Directions contained an explanation of the Tribunal’s jurisdiction to make a rent repayment order and referred to the relevant sections of the Acts which describe the offences which a tenant would have to show that a landlord has committed to persuade the Tribunal to make an order. The Directions stated that the Tribunal must be satisfied beyond reasonable doubt that the landlord has committed one or more of seven specified offences [B page 18], which is the “criminal” standard of proof.

12. The Respondent was directed to submit a witness statement with evidence relating to his financial circumstances (required to inform the Tribunal's consideration of the amount of any rent repayment order which it might make) [B page 16].
13. The parties complied with the Directions and a hearing bundle was received by the Tribunal in the week preceding the Hearing, which was scheduled for 9 June 2021. Subsequently the Respondent applied to strike out the Application and sought an award of costs.
14. The Tribunal rejected the Respondent's application to strike out on 7 June 2021 (two days before the Hearing).

### **The Hearing**

15. This was a remote hearing, which was not objected to by the parties. The form of remote hearing was Video (v). A face to face hearing was not held because it was not practical and all issues could be determined in a remote hearing. The documents to which we were referred were contained in a consolidated hearing bundle "B" (108 pages), the strike out application submitted by Murray Hay "A" (3 pages), the case management response from the Applicants "R" (2 pages), Counsel's skeleton Argument "S" (10 pages), an authorities bundle "AB" (75 pages), an addendum from the Applicants "AA" (2 pages) and a submission from the Applicants in response to the Respondent's costs application "AC" (1 page).
16. An updated hearing bundle was supplied to the Tribunal on the day of the Hearing which the Judge declined to use because although it included the other documents supplied after the Bundle. She said she had already marked up the original hearing bundle.
17. All page references shown in square brackets in this decision are to documents in the specific bundles and the page numbers refer to the pdf page numbers of the bundles.
18. The Applicants both attended the Hearing but, for the most part, engaged with the Tribunal through an interpreter Ms Rossitza Pangarova. Mr Angelov addressed the Tribunal once. Mr Christopher Jacobs of Counsel represented Mr Lee who was in attendance as was his solicitor Ms Jung Park.
19. At the beginning of the Hearing the Judge explained to the Applicants, that the Tribunal's jurisdiction to make a rent repayment order required it to be satisfied "beyond reasonable doubt" that the Respondent had committed one of the seven specified offences set out in the Tribunal's Directions and referred to in section 40 of the Act.

20. She said that she had not found anything in the bundle which supported any claim that the Respondent might have committed an offence under the Housing Act 2004 or the Housing and Planning Act 2016. For the Application to succeed, the Applicants must persuade the Tribunal that the Respondent had committed either an offence under the Criminal Law Act (violence for securing entry) or an offence under the Protection from Eviction Act 1977 (unlawful harassment of occupiers).
21. She acknowledged that the Applicants' evidence referred to harassment by the Respondent but she had not identified any allegation that the Respondent had used violence to enter the room/rooms they were renting.
22. The Applicants referred the Tribunal to the copies of texts messages exhibited to their statements and said the Respondent had harassed them and regularly sent messages asking Mr Angelov to move his car.
23. They also referred to the threat made by the Respondent to Mr Angelov following an inspection of the Property by Runnymede Borough Council the Local Housing Authority (LHA). It was alleged that the Respondent was aggressive, attacked Mr Angelov and threatened him with "gun shot".
24. Their written statements also referred to more general harassment caused by intermittent power supplies to the kitchen, noise and dust and alleged electrical faults [B page 22]. They were also distressed that works were undertaken during a "lock down" period which they claimed had compromised their safety.
25. The Applicants said that following an inspection of the Property by environmental health officers from the LHA Mr Angelov, the Respondent and Mrs Jennifer Lee met in the new kitchen to discuss the next steps [B page 23].
26. Mr Angelov claimed that the Respondent was really aggressive and was forcing him to sign a new tenancy agreement to vacate the property. "I can confirm that the situation was out of control, I was attacked by the Respondent and threatened with gun shot, unfortunately my phone battery it was empty and I could not call the police. Mrs Jennifer push the respondent outside and block the kitchen door by standing in the front and was not let me to leave the property before my signature appear in the new tenancy agreement" [B page 23]. Mr Angelov also said that Mrs Lee kept him in the Property for 40 minutes and he had to call for help. He said that the police came round and asked the Respondent and his wife to leave and no further action was taken because he was unable to provide any evidence to substantiate what he said had occurred.
27. During the Hearing Mr Angelov stated that the Respondent knew that his phone battery was drained.

28. Mr Jacobs said that it appeared to him that the only allegations made by the Applicants of an actual offence related to general harassment. He said that the Tribunal has to be satisfied beyond reasonable doubt that an offence has been committed. The Applicant's evidence of the threat to Mr Angelov, although investigated by the police was not pursued because there was no evidence. (This was admitted by Mr Angelov in the Applicants' statement).
29. Mr Jacobs submitted that there was no independent evidence that the alleged physical attack and subsequent threat was ever made. He said that the only evidence in the bundle, other than the Applicants' statement, is a copy of an email from the police referring to an email from Mr Angelov forwarded by the LHA which refers to "the threats made to you by your Landlord". An officer in charge was designated but it appears that the complaint did not progress because of the lack of evidence.
30. The bundle contains a short note from D. H. Boardman who said that on 4 November 2020 whilst passing the Property, he heard someone in distress shouting (sic) to call for police which I did immediately [B page 108]. Mr Jacobs said that there is nothing to connect that note with the incident. Mr Lee has denied that there was a gun or that the alleged incident took place. Mr Jacobs submitted that the Applicants' statement had been contradicted because in the statement he says he was prevented from leaving the Property by Mrs Lee, whereas at the Hearing he appeared to be saying that the Respondent had forced entry to the Property.
31. Mr Jacobs said that this confirmed what the Respondent has stated, which is that the Applicants were untruthful and the entire incident did not take place in the way described. Even if it had taken place, it would not be evidence of an offence which would enable the Tribunal to make the order sought.
32. Mr Jacobs also said that for the Tribunal to find harassment in a wider sense it must be satisfied beyond reasonable doubt that this had occurred. The fixed term of the tenancy expired on 28 October 2020. There is no evidence that the Applicants signed a new agreement despite what was alleged in their statement.
33. Mr Jacobs referred the Tribunal to copies of the text messages exchanged between the parties at the end of June 2020 [B page 34]. The Applicants paid £130 at the end of June and later a further £400 on 14 July 2020. The rent due was £630. The deductions related to compensation sought by the Applicants for the disturbance caused by the conversion works.

34. By a text message dated 27 June 2020 the Respondent asked for the Applicants' previous address. The text reads:- "How can you stay in uk" (sic). The Respondent refers to taking advice from his solicitor and that he (or his solicitor) is tracking Mr Angelov on the base (sic) of the details you gave me and the vehicle registration. "I'm sure you do not have the license (sic) for running minicabs. If you don't want me to go further legal action, I kindly ask you again to pay the rest of the rent." [B page 34].
35. During the Hearing, the Applicants repeated the allegation that the Respondent had challenged whether or not Mr Angelov was legally entitled to stay in the country, which the Applicants considered threatening.
36. Mr Jacobs said it was legitimate for a landlord to ask the question and that he had a legal obligation to do so but did not explain why the Respondent had not investigated the Applicant's immigration status at the beginning of the tenancy (October 2019).
37. Mr Jacobs submitted that provision of what he termed "selective copies of text messages" (which are exhibited to the Applicants statement), is insufficient evidence of harassment on the part of the Respondent. He conceded that the parties had disagreed about the reasons and merits of Applicants withholding rent and whether they were entitled to compensation. The evidence in the bundle is that eventually the Respondent agreed to make a concession of £100 against the rent due for June/July 2020.
38. The Applicants said that the Respondent repeatedly asked or told Mr Angelov to move his car which the Applicants claim was harassment. A text message sent from the Respondent to Mr Angelov on 30 June 2020 stated "Please move out in 4 weeks I will give you a formal letter. Also Don't Park front of my property." [B page 34].
39. The Applicants also referred to a handwritten note apparently left by the Respondent in November 2020 [B page 36]. The Applicants stated that the Respondent and Mrs Lee repeatedly called Mr Angelov. He said he was driving and unable to answer. The note claimed he had been avoiding the Respondent.
40. Mr Angelov said that he considered that the multiple calls made to him when he was working, coupled with the suggestion that he is not legally entitled to live in the United Kingdom to be evidence of harassment by the Respondent.
41. Mr Jacobs submitted that none of this was evidence of harassment. He said that there was a yard/hardstanding in front of the house and that the Respondent was unhappy about the Mr Angelov parking there rather than on the street. He accepted that there was disagreement between the parties; he described their relationship as fractious but said that the allegations of harassment are unsubstantiated.

42. Mr Jacobs said that none of the evidence provided is sufficient to demonstrate beyond reasonable doubt that the Respondent had harassed the Applicants with the intention of evicting them.

### **Costs**

43. The Judge invited Mr Jacobs to outline the submissions in his skeleton argument so that the interpreter could explain them to the Applicants. She confirmed that she was minded to issue directions requiring the Applicants to respond to the costs application and following receipt of his representations would deal with the application as part of the decision.
44. Mr Jacobs said that the Strike Out application had been made to protect the Respondent's position on costs and to offer the Applicants a further opportunity to withdraw the application. However, the Applicants objected to the strike out and has carried on by submitting additional evidence on the day before the Hearing. Mr Jacobs stated that this was unreasonable. Therefore, the Respondent is entitled to apply for costs under Rule 13 of the Rules [AB page 22].
45. He said that if the Tribunal accepted that the Applicants have acted unreasonably it has a discretion whether or not to award costs against them.
46. He submitted that the Tribunal should exercise that discretion. Both the Application form and the Directions "spelled out" what the Applicants needed to prove or demonstrate for their application to succeed. They have proceeded even though they should have known that the application could not succeed.
47. The Respondent's first language is not English, therefore he sought legal advice to deal with the application. Mr Jacobs suggested that the Respondent had no other choice. The Tribunal challenged this premise firstly on account of the reference to "first" language which applied equally to the Applicants and secondly because the Tribunal is essentially a "no costs" jurisdiction.
48. The Tribunal suggested that it might draw an inference from Mr Jacobs submissions that the Respondent did not believe that the Tribunal would decide the application against him fairly unless he obtained legal advice. Mr Jacobs said that he had not intended either to suggest or imply that.
49. Following the Hearing the Tribunal issued directions providing the Applicants with an opportunity to make representations on the application for costs made by the Respondent within a specified timescale.

50. The Applicants submitted that following the Hearing they both accepted that they were unable to prove that an offence had been committed during their tenancy. However, when submitting the application, as litigants in person, they had not understood that their application could not succeed. They do not believe that their limited understanding of the proceedings should be interpreted by the Tribunal as evidence of unreasonable behaviour.

### **The Law**

51. The relevant provisions of the Housing Act 2016 are listed in the January Directions. The Respondent has referred to the Rules, which apply to proceedings before this tribunal. Extracts from Rule 13 are set out below.

**13. (1)** The Tribunal may make an order in respect of costs only-

(a) .....

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in-

(i) .....

(ii) a residential property case, or

(iii) .....

**13. (4)** A person making an application for costs-

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow a summary assessment of costs by the Tribunal

**13. (6)** The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations

52. Sections 1 (1) (2) and (3A) of The Protection from Eviction Act 1977 are set out below. For a tribunal to make a rent repayment order on the grounds of unlawful eviction or harassment of occupiers it has to be satisfied that the landlord committed one of these offences.

#### **1.— Unlawful eviction and harassment of occupier.**

(1) In this section “*residential occupier*”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—

(a) to give up the occupation of the premises or any part thereof; or



(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts [likely]1 to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

## **Decision and Reasons**

### **Rent repayment order**

53. The Tribunal explained to the Applicants, at the commencement of the Hearing, that they had to convince it, beyond reasonable doubt, that the Respondent had committed an offence which was one of those in section 40 of the Act, listed in full in the Tribunal Directions dated 11 March 2021 [B page 18]. It suggested that of the seven offences only two might be relevant being violence for securing entry and unlawful eviction or harassment of occupiers. The Applicants did not challenge this. None of the evidence supplied was in support of any other alleged offence.
54. The Applicants referred to several incidences or occurrences which they regarded as evidence of harassment. The Applicants did not suggest or allege that the Respondent had ever forced entry into their room or rooms. Therefore, the only possible offence which was considered by the tribunal was the offence under the PEA of eviction or harassment.
55. No suggestion has been made by the Applicants that they were evicted and Mr Angelov told the Tribunal that they voluntarily left the Property on 27 January 2021 (after the expiry of their fixed term tenancy).
56. Mr Jacobs, on behalf of the Respondent, suggested that the Applicants were not telling the truth particularly in relation to the incident in which Mr Angelov claimed that he was threatened by the Respondent.
57. That alleged incident took place in November 2020. The Applicant's said that he vacated the Property on 27 January 2021.

58. Whilst the Tribunal cannot know what actually occurred, it is satisfied from the evidence that has been disclosed that the general condition of the Property was not entirely satisfactory during the Applicants, tenancy.
59. Furthermore, the Respondent made a small allowance in relation to the rent due for July 2020 of £100. That suggested that he accepted that he had caused disruption to the Applicants' living conditions.
60. The Tribunal has reviewed all the claims of harassment made by the Applicants. These essentially comprised, complaints about the poor condition of the Property during the renovation works, complaints regarding parking, the alleged attack and perceived threat to Mr Angelov's life and complaints about various texts sent by the Respondent suggesting that Mr Angelov was not entitled to live (and or work) in the United Kingdom.
61. If these incidents occurred and on the balance of probabilities the Tribunal is satisfied that some did, this has not satisfied the Tribunal **beyond reasonable doubt**, (the required standard of proof laid down in section 43 of the Act), that the Respondent has committed an offence under section 1 of the PEA of harassment of the Applicants.
62. Whilst the Applicants did not pursue this during the Hearing their written statement contains evidence that the conversion works undertaken by the Respondent did interfere with their peace and comfort, which would fall within clause 1(3)(b) of the PEA (see paragraph 52 above). However, the parties agreed a "settlement" in July 2020.
63. The LHA served an improvement notice in December 2019. It was subsequently withdrawn because the Respondent carried out works on the Property. The Tribunal has inferred from those facts, which are supported by evidence in the bundle from both parties, that it is likely that the Property was not satisfactory and that this was the reason for the complaints made by the Applicants about their living conditions.
64. The other complaints relating to parking and perceived questioning of the legality of the Applicants immigration status although unpleasant, undesirable and unnecessary do not amount to harassment within the definition contained in the relevant sections of the PEA.
65. Mr Jacobs conceded that the parties did not have a good relationship and this is borne out by their respective statements. However, from the Applicants' own evidence they were not "forced to leave" the Property but moved out of their own volition at the end of January 2021.
66. Having considered the written evidence and the oral submissions of both parties during the Hearing the tribunal is satisfied that no grounds have been proven in support of the Application. The Application is dismissed.

## Costs

67. The Tribunal may make an award of costs under Rule 13(1)(b) only if a party has acted unreasonably in bringing, defending or conducting proceedings in certain cases, including a residential property case which includes these proceedings.
68. Whether or not it awards costs is entirely within the discretion of the Tribunal.
69. Paragraphs 15 – 19 of Mr Jacobs skeleton argument contained the Respondent’s submissions in support of his application for costs under Rule 13(1)(b) [S page 7].
70. Rule 13(6) states that the Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.
71. Following the Hearing on 9 June 2021 the Tribunal issued Directions which provided that the Applicants may submit a brief statement to rebut the Respondent’s application for costs under Rule 13(1)(b) on or before 24 June 2021.
72. Mr Jacobs referred the Tribunal to **Willow Court v Alexander [2016] UKUT (LC)**. In that case the Upper Tribunal suggested a three stage test which requires the Tribunal to (a) decide if a party acted unreasonably, (b) decide whether to exercise its discretion and (c) make an order for costs determined either by summary assessment by the Tribunal or agreement between the parties.
73. Mr Jacobs suggested that the Applicants should have read the application form more carefully and either formulated its application on the basis of the information contained in that form or otherwise have concluded that it was not entitled to apply for a rent repayment order because it could not prove that one of the seven specified offences had been committed.
74. He also said that the Respondents’ application to strike out the application dated 31 May 2021 (before the Hearing date) put the Applicants on notice with regard to costs. It included the application for an award of costs. He submitted that a reasonable person would have reconsidered whether or not the Application could succeed.
75. He referred the Tribunal to what the Upper Tribunal said about an unrepresented party in **Willow Court** and that the party should be judged by the standards of a reasonable person who did not have legal advice.
76. He concluded that the Applicants had made insufficient attempt to understand the basis of their application and should have concluded it could not succeed. He said that guidance is available on-line from the Department for Communities and Local Government which would have assisted the Applicants. Furthermore, the application form has been designed to help litigants in person and contains useful advisory notes.

77. Whilst the Tribunal accepts that the Applicants might have made a greater effort to understand the criteria and evidence it needed to gather and provide to the Tribunal for their application to succeed, it has concluded that the unsatisfactory conditions they endured during their occupation was what prompted them to make the Application. It does not believe that by doing so their actions were intrinsically unreasonable. Their demeanour at the Hearing did not suggest this. They participated and responded when asked to do so. They complied with the Directions, more or less, and tried to provide information in the form which the Tribunal directed, which for the most part they did.
78. The Respondent took legal advice. He was able to afford to obtain this. However, in his statement dated 29 April 2021 [B page 58], dated almost a month after the Applicants' statement, contained no suggestion or comment that that the Applicants claim could not succeed.
79. The Tribunal does not understand why the arguments put forward by Mr Jacobs, on behalf of the Respondent, at the Hearing were not discussed with him following receipt of the Applicants' statement when he became aware of their submissions. Had he been advised that the application could not succeed he could have applied to strike it out then. Instead, he waited until just before the Hearing to make the strike out application.
80. The Tribunal will always choose to hear oral submissions from parties in proceedings where disputes as to facts exist, and this was such a case.
81. Mr Jacobs submitted that the Tribunal should apply the three stage test which Martin Rodger QC Deputy President of the Upper Tribunal set out in **Willow Court**.
82. The first test is for the Tribunal to objectively analyse if a party acted unreasonably. Paragraph 32 of the Upper Tribunal decision said "When considering objectively whether a party has acted reasonably or not, the question is whether a reasonable person in the circumstances in which the party in question found themselves would have acted in the way in which that party acted. In making that assessment it would be wrong, we consider, to assume a greater degree of knowledge or familiarity with the procedures of the tribunal and the conduct of proceedings before it, than is in fact possessed by the party whose conduct is under consideration. **The behaviour of an unrepresented party with no legal knowledge should be judged by the standards of a reasonable person who does not have legal advice.** (Tribunal's emphasis). The crucial question is always whether, in all the circumstances of the case, the party has acted unreasonably in the conduct of the proceedings."

83. In paragraph 16 of his skeleton argument, Mr Jacobs quoted only the words which have been highlighted in bold (from the decision in Willow Court) and said that the “UT held that.....this was so” [S page 7]. That is misleading. The statement was made by the Upper Tribunal to distinguish another case quoted in support of the parties’ submissions in **Willow Court** which related to a party not acting promptly. The Upper Tribunal recognised that whether a person has acted promptly involves a much more limited enquiry than whether a person has acted unreasonably.
84. Following the Hearing the Applicants sent a concise statement to the Tribunal, dated 24 June 2021, confirming that they now accepted that they could not prove beyond reasonable doubt that the Respondent had committed an offence of harassment in support of their application. They said that as litigants in person they could not have known that that there was no reasonable prospect of success and therefore denied that they had acted unreasonably [AC page 1].
85. Having considered all the evidence available and both parties’ submissions the Tribunal finds that the Applicants have not acted unreasonably in bringing or conducting these proceedings.
86. It has concluded that they were unhappy with the condition of the Property which they occupied. The inspection by the LHA resulted in the issue of an Improvement Notice which prompted the Respondent to carry out improvement works. Whilst this has not assisted the Applicants’ claim it is evidence which, in all the circumstances of the proceedings, explains the background to the Applicants’ conduct and their motivation for bringing these proceedings.
87. Since the Tribunal has reached this conclusion, it has no need to consider the other tests referred to in Willow Court. For that reason, the Respondent’s application for costs is dismissed.
88. The Tribunal also decided not to make an order reimbursing the Applicants’ fees.

**Judge C A Rai (Chairman).**

**Appeals**

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.