



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

Case reference : **LON/00AH/HMF/2020/0268**

**HMCTS code
(paper, video,
audio)** : **V: CVPREMOTE**

Property : **63 Darcy Street, London SW16 4TZ**

Applicant : **Morgan Grey**

Representative : **In person**

Respondent : **Great Newport Limited (1)
Javed Omer (2)**

Representative : **Respondent (1) – unrepresented
Respondent (2) – In person**

Type of application : **Application for a rent repayment order
by Tenant
Sections 40,41,43 & 44 of the Housing and
Planning Act 2016**

**Tribunal
member(s)** : **Judge N Haria
Mr A Parkinson MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **12 July 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has not been objected to by the parties. The form of remote hearing was V:CVP REMOTE A face-to-face hearing was not held due to the current lockdown restrictions and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle of

145 pages produced by the Respondents, the contents of which have been noted. The Tribunal were referred to the following additional documents:

1. The application,
2. A copy tenancy agreement dated 19 December 2019 in relation to the property,
3. Copy emails dated 11 November 2020,
4. A copy of an email from Mr Pringle the Environmental Health Officer (“EHO”) at Croydon Council dated 9 November 2020, and
5. A copy of the Applicant’s Barclays Bank Statement showing transactions between 17 December 2019 and 1 October 2020.

Decision of the Tribunal

- 1. The Tribunal makes the following rent repayment order (“RRO”). The 2nd Respondent shall repay the total sum of £1832.25 (One thousand eight hundred and thirty two pounds and twenty five pence) to the Applicant; and**
- 2. Pursuant to paragraph 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”), the tribunal orders the 2nd Respondent to reimburse to the Applicant the application fee of £100.00 and the hearing fee of £200.00.**
- 3. The 2nd Respondent is to pay the sums stated above to the Applicant within 21 days of the date of this decision.**

Introduction

1. The Applicant has applied for a rent repayment order against the Respondent under sections 40-44 of the Housing and Planning Act 2016 (“the 2016 Act”).
2. The basis for the application is that the Respondent was controlling a property which was required under Part 3 of the Housing Act 2004 (“the 2004 Act”) to be licensed at a time when it was let to the Applicant and was therefore committing an offence under section 95(1) of the 2004 Act.
3. The Applicant’s claim is for repayment of rent paid during the period from 10 December 2019 to 1 October 2020 in the sum of £4,400.00.
4. The application named Great Newport Limited (the managing/letting agents) and Omer Javed (the landlord) as joint Respondents.
5. The Property is described as a 3 bedroom house converted into 3 flats with a total of 5 bedrooms.
6. The Tribunal issued directions on 11 March 2021 and the case was listed for a remote video hearing on 11 June 2021. Direction 5 required the applicant to

file and serve a digital bundle by 16 April 2021 and Direction 6 specified the documents to be included in the bundle the most relevant of which are as follows:

- “.....
- (c) *an expanded statement of the reasons for the application;*
 - (d) *full details of the alleged offence, with supporting documents from the local housing authority, if available (Note: the tribunal will need to be satisfied beyond reasonable doubt that an offence has been committed);*
 - (e) *a copy of the tenancy agreement;*
 - (f) *official Land Registry copies of the freehold title and any leasehold title to the property;*
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- (h) *a calculation, on a weekly/monthly basis, of the amount of rent paid in the applicable period. A calculation must also be provided for any universal credit/housing benefit paid during the period;*
 - (i) *any witness statements of fact relied upon with a statement of truth (see Notes below);*
 - (j) *full details of any conduct by the landlord said to be relevant to the amount of the Rent Repayment Order sought; and*
 - (k) *any other documents relied upon.”*

7. The Applicant did not comply with the Directions 5 and 6.
8. Direction 9 required the Respondent to provide a digital bundle by 10 May 2021 and Direction 10 specified the documents to be provided. The Respondents complied with the direction and produced a bundle comprising 145 pages.
9. As the Applicant had not provided a copy of the title documents relating to the Property, at the hearing, the 2nd Respondent agreed to provide a copy of his title documents to the Tribunal no later than 18 June 2021. A copy of the office copy entries of the freehold title to the Property have been produced and these show the 2nd Respondent as the proprietor of the Property.
10. The Applicant attended the hearing and represented himself. The 2nd Respondent attended the hearing and represented himself.
11. The 1st Respondent did not attend the hearing and was not represented. Notice of the hearing had been sent to the 1st Respondent and the 2nd Respondent said he was expecting them to attend. The Tribunal had not heard from the 1st Respondent in response to the notice of hearing. The Tribunal waited 10 minutes beyond the start of the hearing in case the 1st Respondent was delayed and after which the Tribunal proceeded with the hearing.
12. The hearing took place by remote video and commenced at 10:10 am on 11 June 2021. The Tribunal decided the application on the basis of the documentary evidence and the oral evidence given at the hearing.
13. The relevant legal provisions are set out in the appendix to this decision.

Applicant's case

14. The Applicant in his application named the Respondents as Great Newport Ltd (the managing/letting agent) and Mr Omer Javid (the freehold owner). The Applicant claimed that the landlord was in breach of s.95 of the Housing Act 2004 had failed to hold a selective licence up to the end of the selective licence scheme on 30 September 2020.
15. The Applicant relies on the following documents produced in support of his claim:
 - a. a copy of an assured shorthold tenancy (“AST”) of the property dated 19 December 2019,
 - b. a copy of emails dated 11 November 2020 in which the Applicant requests that the landlord’s agent Great Newport Limited (the 1st Respondent) provides the name and address of the landlord. Mr Bhavin Patel on behalf of Great Newport Ltd responded by email confirming the landlord lives in Dubai
 - c. a screen shot of the London Borough of Croydon private rented property licence register showing there was no licence against the postcode of the Property,
 - d. A copy of an email dated 9 November 2019 from Mr Pringle the Environmental Health Officer of Croydon Council, and
 - e. A copy of the Applicant’s Barclays Bank Statements showing transactions between 17 December 2019 and 1 October 2020.

The Respondents Case

16. The Respondents submitted a comprehensive bundle which includes a joint statement in defence, a witness statement from Mr Naynesh Patel on behalf of Great Newport Limited (the 1st Respondent), a witness statement from the 2nd Respondent Mr Omer Javed, letters of support from other tenants of the Property and further documentary evidence in support of the Respondents defence.
17. The Respondents confirm in the statement in defence that they accept the Property was required to be licensed under the Housing Act 2004 s95(1) and so admit liability for the offence.
18. The Respondents submit that the Selective Licencing Scheme for privately rented properties was operated by the Croydon Council only until the 30th of September 2020 and so the Respondents dispute the relevant period claimed by the Applicant and the maximum amount of the RRO of £4400.
19. The Respondents submit the relevant period for the RRO should commence on 3rd January 2020 as although the tenancy agreement is dated 19th December 2019, clause 2 of the tenancy agreement states that the start date of the tenancy is the 3rd of January 2020 and therefore the relevant period commences from this date.

20. In relation to the end date for the relevant period, the Respondents submit this should be 30 September 2020 and they rely on the email from Mr Pringle which states that the unlicensed period would end with the end of the Selective Licensing Scheme designation, which was 30th September 2020.
21. Accordingly, the Respondents submit that the “ ... *relevant period for the RRO should therefore be from 3 January 2020 until 30 September 2020. This is a total of 272 days. The daily rent would be £13.15/day (£400X12 months/365 days). This gives rise to a total maximum of £3,577 for the purposes of this RRO. However, for the sake of simplicity let us round these numbers to nine months period from 1 January to 30 September 2020 and the maximum rent payable under this RRO to be £3,600 (9 months X £400 per month)*”.
22. The Respondents submit that deductions are made for the letting agents fees relying on a determination of the First -tier Tribunal case reference LON/00BJ/HMF/2020/0106 in support they submit it is possible to find more than one party responsible for the control and management of the Property.
23. It is submitted that as the letting agents collected the rent and paid the landlord £366.40 after their management fees of £33.60 every month except the first month of tenancy (January 2020) when the landlord received only £276.40 after the agency deductions. Therefore the total rent received by the landlord during the relevant period was only £3,207.60 and the amount kept by the agents was £392.40.
24. The Respondent submitted a calculation in respect of proposed deductions for the utility payments.
25. In relation to the conduct of the landlord it was submitted that the 2nd Respondent had hired the 1st Respondent to let and manage the Property and there was a reasonable expectation that the 1st Respondent's would ensure compliance with the relevant legislation and keep the Property in good order. The 2nd Respondent hired the 1st Respondent to manage and let the Property because they held themselves out as professional letting agents and are members of various professional organisations such as the Property Redress Scheme and the National Residential Landlords Association (NRLA).
26. The 2nd Respondent was not resident in the UK when the offence occurred. The Property was in a good condition and required no improvements to obtain a licence. The Selective Licence would have been granted by the Council with no problems and there was no reason for the landlord not to have applied for one if he had known about it.
27. The 2nd Respondent has now registered with the NRLA (National Residential Landlord Association) in order to undertake the landlord related training programs to ensure full compliance with all regulatory matters in relation to his rental Property in the future.

28. The 2nd Respondent no longer employs the 1st Respondents as agents for the Property and the 3 bedroomed flat has been vacated. The 2nd Respondent stated at the hearing that he is in the process of upgrading the Property to ensure it complies with all current property regulation before it is put back on the market for rental later this year.
29. The 2nd Respondent relies on the photographs produced of the Property to show the high standard and quality of accommodation at the time when the Property was handed over to the 1st Respondents for rental purposes.
30. The 2nd Respondent submits that he is a law-abiding citizen of good character who worked in the National Health Service (NHS) in the U.K. for nearly 15 years prior to leaving the country to live and work abroad in 2018. It is submitted that employment with the NHS requires the highest level of conduct and professionalism as well as criminal and security clearance.
31. In relation to his financial circumstances the 2nd Respondent stated that he had a difficult financial year. He lost his job in 2020 during the pandemic. In addition, some tenants at the Property needed their rent to be discounted. The Property was partially vacant for a much longer period than anticipated. As a consequence of these circumstances, the 2nd Respondent has taken on credit card and overdraft debt, the current total of his short-term debt stands at circa £40k.

Decision

32. The Tribunal on the basis of the AST find that the Applicant had a tenancy of the Property which commenced on the 3rd January 2020 to 2nd January 2021.
33. On an application under s. 43 of the 2016 Act, the amount of the RRO is to be determined in accordance with the provisions of s.44. The starting point, following the Upper Tribunal's recent decision in Vadamalayan v Stewart and Others [2020] UKUT 1083 (LC), is to allow 100% of the rent paid during the offence. The Tribunal should then consider whether to make a deduction under section 44(4).
34. The Tribunal finds the 2nd Respondent is the freehold owner of the Property. The Property is situated in the London Borough of Croydon.
35. On the evidence in particular the email from Mr Pringle the EHO, the Tribunal finds the Property required a licence under the Selective Licensing Scheme operated by Croydon Council. The relevant parts of Mr Pringle's email state as follows:

“You will be aware that Croydon Council operated a Selective Licensing Scheme for privately rented properties between 1st October 2015 and 30th September 2020. This required single family dwellings and small HMOs (including non-mandatory HMOs such as your flat) to apply for a property licence. The public register is still available on the Council website and confirms no application or licence was in place for this address (63

Darcy Road, Croydon, Surrey, SW16 4TZ) either as an entire property, or for each of the flats.

If you proceed with an application for a rent repayment order on the basis the flat should have had a Selective Licence, the “unlicensed period” would end with the end of the Selective Licensing Scheme designation, which was 30th September 2020”

The offence

36. The Respondents admit the offence and the Tribunal is satisfied (beyond reasonable doubt) that an offence has been committed under section 95(1) of the 2004 Act in that the Respondents controlled or managed an unlicensed property. The 2nd Respondent is the freehold owner and landlord of the Property. Accordingly, the Tribunal is satisfied beyond reasonable doubt that the 2nd Respondent as landlord of the Property committed the offence.

Liability

37. Liability for the payment of a RRO rests with the 2nd Respondent as the freehold owner and landlord of the Property.
38. This Tribunal is not bound by decisions of the First - tier Tribunal may have regard to them. Although the Respondents submit that deductions are made for the letting agents fees relying on a determination of the First -tier Tribunal case reference LON/00BJ/HMF/2020/0106 in support of the proposition that it is possible to find more than one party responsible for the control and management of the Property. The Tribunal considers the statutory provisions in relation to RRO under ss 43-47 of the Housing and Planning Act 2016 to be clear in that they provide that the First - tier Tribunal has the power make an order under s43 for the landlord to repay an amount not exceeding the rent paid. There is no provision to enable the First - tier Tribunal to make an order requiring the managing/letting agents to repay any amount under a RRO unless of course the managing/letting agent is also a landlord of the property in question.

The relevant period

39. At the hearing on the basis of the submission made by the Respondent, the Applicant accepted that the relevant period for the RRO is from 3rd January 2020 until 30 September 2020. Accordingly, the Tribunal finds the relevant period of the RRO to be from 3rd January 2020 until 30 September 2020.

The maximum amount

40. The Applicant also accepted the submission of the 2nd Respondent that the total maximum amount payable in respect of the RRO should be £ 3577.00. However, the Tribunal calculates the maximum RRO figure for the period of 3 January to 30 September to be £3,574.19 as follows:

- a. February to September Rent at £400 PCM x 8 = £3,200
- b. Tenancy commenced 3 January i.e 29 Days Rent due for January. Rent of £400PCM divided by 31 to calculate the daily rent and multiplied by 29 = £374.19 .
- c. Total maximum RRO £3,200 +£374.19= £3,574.19.

The deductions

41. At the hearing ,the Applicant agreed and accepted all the deductions proposed by the Respondents except the deduction in relation to the cleaning charge. The Applicant stated that he had been promised a cleaning service but this was not provided. The 2nd Respondent had provided documentary evidence in support of the proposed deductions but was not able to provide any evidence such as invoices in relation to the cleaning service being provided and so the 2nd Respondent agreed that the charge in respect of the cleaning should not be deducted from the RRO. Accordingly, the Tribunal makes no deduction from the RRO for the cleaning charges.
42. The 2nd Respondent suggests that the simplest method of allocating the cost of the utilities would be to apportion 1/5th of the total cost based on the Property comprising 5 bedrooms in total. The 2nd Respondent has provided calculations in this basis and on an alternative basis calculating the square metres occupied by each tenant and the amount of time in occupation by each tenant. At the hearing, the Applicant agreed to allocation of costs on the basis of 1/5 of the total costs as the proposed method of apportionment of the utility charges. The Tribunal considers this to be a fair and reasonable method of apportioning the costs.
43. Accordingly the deductions in respect of the utilities is £1,131.01.

Conduct of the landlord including any convictions

44. In determining the amount of the RRO, the Tribunal must take into account the conduct of the landlord and the tenant (s44(4)(a)),
45. The Tribunal finds that the 2nd Respondent (landlord) is of good character and has no known convictions. The landlord states that he has never been convicted of any offences in the past either Housing Act 2004 related or otherwise. He has worked for the NHS in the UK for nearly 15 years prior to leaving to live and work abroad in 2018.
46. This was the first property the 2nd Respondent had let, he does not have a portfolio of properties which he lets. He hired the 1st Respondent who are letting agents to let and manage the property and states that as they were members of various professional organisations such as the Property Redress Scheme and the National Residential Landlords Association (NRLA) he expected that they would ensure compliance with the relevant legislation and keep the property in good order.
47. A copy of the contract between the 1st and 2nd Respondents has not been produced so the Tribunal make no findings on the precise nature of the service

the letting agent had contracted to provide. However the Tribunal finds that the letting agents were hired by the landlord because they held themselves out to be professional letting agents and so the 2nd Respondent had had a reasonable expectation that at the very least advise the letting agents would advise him about the relevant regulations if not ensure compliance with them. The Tribunal finds that the 2nd Respondent was unaware of the Selective Licensing Scheme for privately rented properties operated by the Croydon Council.

48. The 1st Respondent's witness statement (Page 11 - 13) confirms that the 2nd Respondent always dealt with the maintenance issues on a timely basis. The 2nd Respondent paid for all utilities and related expenses on time to ensure the tenants enjoyed the continuity of services even during the Covid-19 pandemic when his financial situation was strained.
49. The hearing bundle includes letters from two other tenants of the Property both of which state that the landlord's conduct was professional and friendly towards that they never had any problems with the landlord during their time at the Property.
50. The 2nd Respondent has terminated his contract with the letting agents and has arranged for the Property to be vacated so there are no tenants living in the Property. In addition the 2nd Respondent has now registered with NRLA to undertake the landlord related training programs to ensure full compliance with all regulatory matters in relation to his rental property in the future.
51. The Tribunal notes this is the first time this landlord has committed such an offence and He has taken steps to ensure there is no repeat of such an incident. The Tribunal finds the landlord acted reasonably and professionally and there is no evidence of any misconduct.

Financial circumstances of the landlord

52. In determining the amount of the RRO, the Tribunal must take into account the financial circumstances of the landlord (s44(4)(b)).
53. The 2nd Respondent (landlord) claims he has had a difficult financial year. He lost his job in 2020 during the pandemic. In addition, some tenants at the Property needed their rent to be discounted. The Property was partially vacant for a much longer period than anticipated. As a consequence of these circumstances, the 2nd Respondent has taken on credit card and overdraft debt, the current total of his short-term debt stands at circa £40k.
54. The bundle includes copies of various credit card statements in support but does not include full details of the 2nd Respondent's financial circumstances. The Tribunal was not provided with details of the 2nd Respondent's income and expenditure. The Tribunal noted from the copy title deeds that there is mortgage on the Property. Accordingly, the Tribunal do not consider the landlord's financial circumstances warrant any deduction from the RRO.

Conduct of the tenant

55. The 2nd Respondent (the landlord) stated he had no issues with the tenant (Applicant) as he always paid his rent on time and did not cause any problems. The Tribunal finds the Applicant has acted reasonably throughout and there was no evidence of any misconduct on his part that might warrant a reduction in the amount of the RRO.

Amount of Order.

56. As stated above the Tribunal finds the maximum amount of any RRO to be £3,574.19.

57. A deduction of £1,131.01 is applied as stated above.

58. In addition in the Tribunal takes into account the factors stated under s.44(4), the conduct of the landlord and tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which the Chapter 4 of the Housing and Planning Act 2016 applies.

59. The Tribunal considers that this landlord has acted in good faith by employing letting agents whom he trusted to ensure all requirements were complied with in letting the Property. The Property itself was of a high standard when it was first let. Since becoming aware of the requirements to be fulfilled by landlords the 2nd Respondent and has registered with NRLA to undertake the landlord related training programs to ensure full compliance with all regulatory matters in relation to his rental property in the future.

60. The Tribunal in its discretion considers that the landlords conduct warrants a deduction of 25% of the RRO.

61. The amount of the RRO is therefore **£1832.25**.

Reimbursement of Fees

62. At the end of the hearing the Applicant applied for reimbursement of the Tribunal application and hearing fees totalling £300, pursuant to rule 13(2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. Given the outcome of this case, it is entirely appropriate that the respondent should bear these fees. The Tribunal orders the 2nd Respondent to reimburse the sum of £300 to the Applicant within 21 days of the date of this decision.

Name: Tribunal Judge Haria

Date: 12 July 2021

RIGHTS OF APPEAL

1. 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.
2. 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.
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 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.

Appendix of relevant legislation
Housing Act 2004

80 Designation of selective licensing areas

- (1) A local housing authority may designate either –
- (a) the area of their district, or
 - (b) an area in their district,
- as subject to selective licensing, if the requirements of subsections (2) and (9) are met.

...

95 Offences in relation to licensing of houses under this Part

- (1) A person commits an offence if he is a person having control or managing a house which is required to be licensed under this Part (see section 85(1) but is not so licensed.

- (2) 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 90(6); and
 - (b) he fails to comply with any condition of the licence.

...

- (4) In proceedings against a person for an offence under subsection (1), or (2) 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 failing to comply with the condition, as the case may be.

...

Housing and Planning Act 2016

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent

repayment order where a landlord and 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 to that landlord.

	<i>Act</i>	<i>section</i>	<i>general description of offence</i>
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).

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.

...

43 Making of a rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond, a reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord had 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 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).

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 this table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
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 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,
 - (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.