FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BC/HMJ/2021/0001**
Property	:	**1079 High Road, Chadwell Heath, Romford RM6 4AU**
Applicants	:	**Rechad Mohamud**
Representative	:	**In person**
Respondents	:	**9 Connaught Road Limited and Chadwell Holdings Limited (1) Brian Thomas Estate Agents (2)**
Representative	:	**Mr Daniel Kozelko of Counsel. Protopapas LLP (for 1st Respondent) 2nd Respondent unrepresented**
Type of application	:	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal members	:	**Judge Professor Robert Abbey** **Mr Mel Cairns (Professional Member)**
Venue and date of hearing	:	**By a hybrid video hearing on 16 August 2021**
Date of decision	:	**23 August 2021**

DECISION

Decision of the tribunal

(1) The Tribunal finds that a rent repayment order be made in the sum set out below in favour of the applicant, the Tribunal being satisfied beyond reasonable doubt that the first respondents have committed an offence pursuant to s.95(1) of the Housing Act 2004, namely that a person commits an offence if he is a person having control of or

managing a house which is required to be licensed under Part three of the 2004 Act but is not so licensed. Under section 99 of the 2004 Act "house" means a building or part of a building consisting of one or more dwellings.

(2) The amount of the rent repayment order is £6920.51 for the rent paid relating to the period 12 November 2019 to 11 November 2020.

Reasons for the tribunal's decision

Introduction

1. The applicants made an application for a rent repayment order pursuant to the terms of s.41 of the Housing and Planning Act 2016 in respect of a property known as **1079 High Road, Chadwell Heath, Romford RM6 4AU**. The tenant seeks a Rent Repayment Order (RRO) for the total sum of £8,520 (12 months at £710 per month). This appears to cover the duration of his tenancy of the Property, from 12 November 2019 to 11 November 2020. This property is a one-bedroom flat in a block of flats consisting of eight other flats in the London Borough of Redbridge

2. The tribunal did not inspect the property as it considered the documentation and information before it in the trial bundle enabled the tribunal to proceed with this determination and also because of the restrictions and regulations arising out of the Covid-19 pandemic.

3. The hearing of the application took place on Monday 16 August 2021 by a hybrid video hearing with the applicant attending personally and the respondents appearing by video link. The applicant appeared with no representation and thus appeared as a litigant in person. The first respondent was represented by Mr Daniel Kozelko of Counsel. The second respondent did not attend or send a representative.

4. Both parties provided extensive trial bundles to assist the Tribunal at the time of the hearing. These bundles consisted of copy deeds documents leases email letters and other relevant copy documents relating to this dispute.

5. Rights of appeal are set out in the annex to this decision and relevant legislation is set out in an appendix to this decision.

6. This has been a remote hearing which has been consented to by the parties. The form of remote hearing was coded as CVPREMOTE - use for a hearing that is held entirely on the Ministry of Justice CVP platform with all participants joining from outside the court. A face-to-face hearing was not held because it was not possible due to the

COVID-19 pandemic restrictions and regulations and because all issues could be determined in a remote hearing. The documents that were referred to are in a bundle of many pages, the contents of which we have recorded and which were accessible by all the parties. Therefore, the tribunal had before it electronic/digital trial bundles of documents prepared by the applicants and the first respondents, both in accordance with previous directions.

7. The applicant is the party in occupation of the property. The first respondent is comprised of two companies ("the respondents"). The first respondents are the owners of the property as listed on its registered title. Mr Kozelko confirmed that the first respondents had on 10 December 2019 granted a long lease to Chadwell Holdings Limited but that this lease was as yet unregistered. The effect of this is that the beneficial interest in the property is vested in Chadwell with the legal estate still vested in the first respondent. In the circumstances the Tribunal decided to join Chadwell Holdings Limited as a respondent alongside the first respondent. Furthermore, with regard to the second respondent the Tribunal decided that as they were not the immediate landlord of the applicant and were merely the managing agents that they would not be involved in this hearing and would not be subject to any determination by this Tribunal, (see *Rakusen v Jepsen* [2021] EWCA Civ 1150).

Background and the law

8. Section 41 of the Housing and Planning Act 2016 allows tenants to apply to the Tribunal for a rent repayment order. The Tribunal must be satisfied beyond reasonable doubt that a person/company has committed an offence described in Part three of the Act and in that regard section 95 of the 2004 Act states: -

> *95 Offences in relation to licensing of houses under this Part*
>
> *(1)A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85(1)) but is not so licensed.*

9. Every property to which Part 3 of the Act applies must be licensed (s.85(1) Housing Act 2004). As stated at s.85 (1) of the 2004 Act:

> *"(1) Every Part 3 house must be licensed under this Part unless—*
>
> *(a) it is an HMO to which Part 2 applies (see section 55(2)), or*

(b) a temporary exemption notice is in force in relation to it under section 86, or

(c) a management order is in force in relation to it under Chapter 1 or 2 of Part 4."

10. The meaning of a "person having control" and "person managing" is provided by s.263 of the Housing Act 2004. "Person managing" is defined at subsection (3) as:

    "[...] the person who, being an owner or lessee of the premises —

    receives (whether directly or through an agent or trustee) rents or other payments from—

    (i) in the case of an HMO, persons who are in occupation as tenants or licensee of parts of the premises;

    (ii) in the case of a house to which Part 3 applies (see section 79(2)),

    persons who are in occupation as tenants or licensees of parts of

    the premises, or of the whole of the premises;

    would so receive those rents or other payments but for having entered into an arrangement [...] with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments."

11. Under section 41 (2) (a) and (b) of the 2016 Act 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. The application to the Tribunal was made on 9 February 2021. From the evidence before it the Tribunal was satisfied that the alleged offence occurred in the period of 12 months ending with the day on which the application was made to the Tribunal.

12. The tenant had originally claimed an RRO for the total sum of £8,520 (12 months at £710 per month). This appears to cover the duration of his tenancy of the Property, from 12 November 2019 to 11 November 2020. The applicant also supplied to the Tribunal proof of payment shown in the trial bundle. The Tribunal were satisfied that these payments had indeed be made and that the applicant has also been in receipt of Universal Credit with regard to these rents.

The Offence

13. It was noted and confirmed by email that a license in respect of the property had been applied for on behalf of the respondents on 4 December 2020. Therefore, the property was unlicensed prior to that date. The property was situated within a selective licensing area as designated by the London Borough of Redbridge. Therefore, the Property was previously not licensed under the Selective Licensing Scheme.

14. There being a "house" as defined by statute, then a person commits an offence if he is a person having control of or managing a house which is required to be licensed under Part three of the Act but is not so licensed. The respondent has therefore committed an offence under section 95 (1) of the Housing Act 2004 (as amended by the Housing and Planning Act 2016) as the respondents were in control of an unlicensed property. The Tribunal relies upon the Upper Tribunal decision in the case of *Goldsbrough and Swart v CA Property Management Ltd and Gardner* [2019] UKUT 311(LC) in making this finding.

15. In fact, at the hearing Counsel for the respondents accepted that it had operated an unlicensed house for the period of the claim made by the applicant ending on the date when the application for a licence was made by the respondents. However, Mr Kozelko also said that the respondents thought they had a reasonable excuse for not licencing the property, of which further comment will be made in this decision. In the light of the above, the Tribunal took time to carefully consider the evidence regarding the absence of a licence but came to the inescapable conclusion that none had been issued by the Council. Therefore, the Tribunal concluded that this was an unlicensed property in relation to this application.

The tribunal's determination

16. Dealing first with the matter of reasonable excuse, the Tribunal noted the submissions in this regard by Counsel for the respondents. The First Respondent says that it was unaware of its obligation to license the flat, and that lack of awareness was a reasonable excuse. When the building was sold to the First Respondent, the licensing rules already applied in Romford. The building was not licensed at that time, and the respondent says that no one (including its own solicitor) made the First Respondent aware of the obligation to register the property. The property is managed by the Second Respondent. The First Respondent says it should not be penalised for the management agent not bringing the matter to its attention, nor for failing in itself to make the application for a license (which it did on 4 December 2020). Furthermore, the respondent says the local authority has not made any contact with the First Respondent until 3 December 2020 to inform it

of the licensing requirement. When it did make contact, registration occurred the next day.

17. Counsel for the respondents then observed that In *Thanet DC v Grant* [2015] EWHC 4290 (Admin) the Divisional Court (Beatson LJ, Wilkie J) held that, while s.85(4) could not in itself give rise to a reasonable excuse:

> *It may well be the case… that the extent to which the local housing authority has complied with the target duty under s.85(4) may impact on whether the magistrates accept, as a matter of fact, a contention of a landlord that he was unaware of the requirement for a license for the premises on a particular date and, if he was, whether that gave rise to a reasonable excuse.*

18. In particular It was not suggested in *Grant* that being unaware of the licensing requirement could not be a reasonable defence. Particularly as the criminal standard of proof applies, the First Respondent says that a reasonable excuse is made out on the facts set out above.

19. The Tribunal was not persuaded by this submission. This was particularly so when it considered the standing of the respondent company. Mr Popat for the respondent says this is a company principally engaged in the development of building projects, buying, selling and renting of real estate in England. In other words, this is a business or professional landlord. To make this clear, the tribunal quotes Mr Popat from his witness statement:-

> *7. The Directors have been/were in the property industry for over 60 years between them and each have a proven track record of over 30 years in business. Between them they have successfully bought, developed and acquired over 150 flats and undertaken over 30 different development projects over this period of time. They have maintained excellent relationships with their tenants.*
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> *8. Mr Kishorkumar Ramji Popat is also the director of his own estate agency, Harris and Company Estate Agents Limited, which has been successfully operating since 1985.*
>
> *9. The services which Harris and Company Estate Agents Limited offer include the sale, letting and management of properties as well as managing the relationships between landlords and tenants, including dealing with issues which tenants report to their landlords, and generally managing properties on behalf of landlords.*

20. These are by their own admission people who are very familiar with the business of buying selling and letting property. This being so it would seem inconceivable to this Tribunal that they would be unaware of the need to check if a property was affected by licencing requirements before they let out a property to a tenant or indeed before they purchased a property for letting purposes. In these circumstances the Tribunal cannot accept this defence and must therefore take the view that, the tribunal had no alternative other than to find that the respondents were guilty of the criminal offence contrary to the Housing Act 2004.

21. The Tribunal then turned to quantifying the amount of the RRO. The amount of the RRO was extracted from the amount of rent paid by the applicant during the periods of occupancy as set out within the trial bundle where the rents actually paid were fully stated in a spreadsheet format. The amounts are set out in this decision at paragraph (2) above. These sums represent the maximum sum, (£100%), that might form the amount of a rent repayment order.

22. In deciding the amount of the rent repayment order, the Tribunal was at the outset mindful of the guidance to be found in the case of *Parker v Waller and others* [2012] UKUT 301 (LC) as to what should the Tribunal consider an appropriate order given the circumstances of the claim. Amongst other factors the tribunal should be mindful of the length of time that an offence was being committed and the culpability of the landlord is relevant; a professional landlord is expected to know better. From the evidence before it provided by the applicants the Tribunal took the view that the first respondent was a professional landlord and replies on the information from the witness statement set out above to confirm this view. As was stated in paragraph 26 of *Parker* a lessor who is engaged professionally in letting is likely to be more harshly dealt with than the non-professional: -

> "*Paragraph (d) requires the RPT to take account of the conduct and financial circumstances of the landlord. The circumstances in which the offence was committed are always likely to be material. A deliberate flouting of the requirement to register will obviously merit a larger RRO than instances of inadvertence – although all HMO landlords ought to know the law. A landlord who is engaged professionally in letting is likely to be more harshly dealt with than the non-professional.*"

23. Having said that, when considering the amount of a rent repayment order the starting point that the Tribunal is governed by is s.44(4), which states that that the Tribunal must "in particular, take into account" three express matters, namely:

(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.

The Tribunal must therefore consider the conduct of the parties and the financial circumstances of the respondent. Express matter (c) was not considered as no such convictions apply so far as the respondents are concerned.

24. The Tribunal were mindful of the recent Upper Tribunal decision in *Vadamalayan v Stewart and Others* [2020] UKUT 183 (LC). In particular Judge Elizabeth Cooke said: -

> *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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> *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.*
>
> *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. There may be a case, as I said at paragraph 15 above, for deducting the cost of utilities if the landlord pays for them out of the rent (which was not the case here). But there is no justification for deducting other expenditure. The appellant incurred costs for his own benefit, in order to get a rental income from the property; most were incurred in performance of the appellant's own obligations as landlord. The respondents as tenants were entitled to the items set out in the appellant's schedule of*

expenditure (insofar as they do relate to the property; in the circumstances I do not have to resolve disputes of fact for example about item 8). The respondents are entitled to a rent repayment order. There is no reason to deduct what the appellant spent in meeting one obligation from what he has to pay to meet the other.

54. The appellant also wants to deduct what he had to pay by way of mortgage payments to the TSB and interest on another loan which has not been shown to relate to the property. The FTT refused to deduct the mortgage payments because the mortgage was taken out in 2016 whereas the property was purchased in 2014, so that the mortgage did not appear to have funded the purchase. The appellant says that the property was bought some years before that and that this was a re-mortgage. He did not produce evidence about that to the FTT and he could have done so. More importantly, what a landlord pays by way of mortgage repayments – whether capital or, as in this case, interest only – is an investment in the landlord's own property and it is difficult to see why the tenant should fund that investment by way of a deduction from a rent repayment order. The other loan has not been shown to relate to the property and I regard it as irrelevant, as did the FTT.

25. Since the decision in *Vadamalayan*, there have been other Upper Tribunal decisions in this area, notably those in *Ficcara and others v James* (2021) UKUT 0038 (LC) and *Awad v Hooley* (2021) UKUT 0055(LC). In *Ficcara v James*, in making his decision Martin Rodger QC stressed that whilst the maximum amount of rent was indeed the starting point the First-tier Tribunal (FTT) still had discretion to make deductions to reflect the various factors referred to in section 44(4) of the 2016 Act. He also noted that section 46(1) of the 2016 Act specifies particular circumstances in which the FTT must award 100% and must disregard the factors in section 44(4) in the absence of exceptional circumstances, and he expressed the view that a full assessment of the FTT's discretion ought to take section 46(1) into account. In addition, he stated that neither party was represented in *Vadamalayan*, that the Upper Tribunal's focus in that case was on the relevance of the amount of the landlord's profit to the amount of rent repayment and that *Vadamalayan* should not be treated as the last word on the exercise of discretion required by section 44.

26. In *Awad v Hooley*, Judge Cooke agreed with the analysis in *Ficcara v James* and said that it will be unusual for there to be absolutely nothing for the FTT to take into account under section 44(4). Therefore, adopting the approach of the Upper Tribunal in the above cases and starting with the specific matters listed in section 44, the tribunal is particularly required to take into account (a) the conduct of the parties

and (b) the financial circumstances of the landlord. We will take these in turn.

27. In the light of the above when considering financial circumstances, the Tribunal should not consider profit, mortgage payments or reasonableness. So, the Tribunal did not take account of any of these points when coming to the amount of the rent repayment order. The tribunal could not see any justification for a deduction for any outgoing. The conduct of the respondents did not seem to justify this allowance and no evidence was provided regarding outgoings. However, the respondent did say that it had recently spent circa £35000 in improving the property. It also said that in respect of conduct, the tenant has unlawfully held back the last six months of rent totalling £4,620. The respondent asserted that "Such rent is at a favourable rate, and council staff have made the Applicant aware that he has no right in law to withhold this (email of Ms Bojte on 4 February 2021). Significant rent arrears are relevant negative conduct: *Awad v Hooley* [2021] UKUT 55 (LC) at [36]". The Tribunal noted that these arrears arose after the end of the period of the claimed rent repayment order.

28. Furthermore, the respondent says the Applicant cannot claim in the RRO sums paid from universal credit towards rent (s.44(3)(b)). The Tribunal agrees with this assertion. For the period of the claim the applicant says he was in receipt of Universal Credit/Housing Benefit in the sum of £1235.25. The gross claim for the RRO was £8520. The Tribunal is of the view that the benefits should be deducted from the claim giving a net sum of £7284.75.

29. As has been observed quantum of any award is not related to the profit of the respondent, following *Vadamalayan*. The only expense deductions that may be allowed, at the discretion of the Tribunal, are for utilities paid on behalf of the tenants by the landlord. It can be argued that council tax is a fixed cost of the landlord, also payable when the property is empty. It is not "consumed at a rate the tenant chooses" (*Vadamalayan*, §16), as per utilities and should not be an allowable expense. The Tribunal agrees with this assessment of the relevance of this outgoing.

30. Finally, we turn to the conduct of the parties. In that regard the Tribunal took the view that the primary duty of the tenant is to pay rent and the primary duty of the landlord is to provide a decent, dry and easily habitable property for the tenant to quietly enjoy. The Tribunal noted that there were rent arrears but these arose after the end of the claim period. The Tribunal also noted that there were condition issues affecting the property. The Tribunal was shown a letter from Redbridge Housing Standards Team addressed to Mr Popat and dated 1 December 2020. The letter confirmed that after an inspection there were Category 1 and 2 hazards under the Housing Act 2004 that had been identified and that needed immediate remedial attention. Attached to that letter

was a list of defects found on 24 November 2020. The respondent did not take issue with the contents of this list. The list contained significant issues such as a smoke alarm not working, damp in the bedroom and in the living room and it was noted that numerous cracks and leaks were present in the property.

31. The landlord should have licenced this property but did not. This is a significant factor in relation to the matter of conduct. It remains the case that this property should have been licenced and regrettably it was not. The property was clearly not in a proper condition and this failing on the part of the landlord must be considered in the context of conduct. Similarly, the rent arrears are of consequence albeit that they relate to a later period than the period of the RRO. Therefore, the Tribunal accepts that the description of the negative aspects of the conduct of the respondent should be taken into account when considering the amount or level of the rent repayment order necessary in this case as well as the rent arrears.

32. Consequently, while the Tribunal started at the 100% level of the rent it thought that there were no reductions that might be appropriate, proportionate or indeed necessary to take account of the factors in the Act so far as the respondent is concerned but a small deduction was considered appropriate given the existence of the rent arrears. Therefore, the Tribunal decided particularly in the light of the rent arrears that there should be a reduction from the maximum figures set out above but after deduction of Universal Credit giving a final figure of 95% of the claim. This figure represents the Tribunals overall view of the circumstances that determined the amount of the rent repayment order. Consequently, the Tribunal concluded that a rent repayment order be made in the sum of £6920.51 after deduction of Universal Credit. The order arises as a consequence of the Tribunal being satisfied beyond reasonable doubt that the respondents had committed an offence pursuant to s.95 of the Housing Act 2004, namely that a person commits an offence if he is a person/company having control of or managing a house which is required to be licensed under Part three of the 2004 Act but is not so licensed.

Name:	Judge Professor Robert Abbey	Date:	23 August 2021

Annex

Rights of appeal

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

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

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

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

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

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

Appendix of relevant legislation

95 Offences in relation to licensing of houses under this Part

(1)A person commits an offence if he is a person having control of 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.
(3)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 86(1), or
(b)an application for a licence had been duly made in respect of the house under section 87,
and that notification or application was still effective (see subsection (7)).
(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.
(5)A person who commits an offence under subsection (1) is liable on summary conviction to a fine .
(6)A person who commits an offence under subsection (2) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.
(6A)See also section 249A (financial penalties as alternative to prosecution for certain housing offences in England).
(6B)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
(7)For the purposes of subsection (3) 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 (8) is met.
(8)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.

(9)In subsection (8) “relevant decision” means a decision which is given on an appeal to the tribunal and confirms the authority’s decision (with or without variation).

s41 Housing and Planning Act 2016

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.

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)....
(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.