



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

Case References : **LON/00BG/HMF/2022/0060**
CVP/VIDEO

Property : **2 Bancroft House, Cephass Street,
London E1 4HR**

Applicants : **Ms. Laura Jane Wilson**
Mr. Sidney Cialec
Ms. Sarah-Maeva Cialec

Representative : **Mr. Muhammed Williams.**
Environmental Health and Trading
Standards, LBTH.
Ref: 334940

Respondent : **Mr. Mohsin Hassan**

Representative : **Mr. Wasim Hai**

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 : **Tribunal Judge Roger Cohen**
Tribunal Member Appollo Fonka [●]

**Date of CVP
remote hearing** : **21 September 2022**

Date of Decision : **24 November 2022**

DECISION

Decision of the Tribunal

- 1. The Tribunal makes a rent repayment order against the Respondent in favour of Ms Wilson in the sum of £ 3,000.**
- 2. The Tribunal makes a rent repayment order against the Respondent in favour of Mr Cialec in the sum of £ 6,000.**
- 3. The Tribunal makes a rent repayment order against the Respondent in favour of Ms Cialec in the sum of £ 5,500.**
- 4. Additionally, the Tribunal makes an order against the Respondent in favour of Ms Wilson in the sum of £300 in repayment to Ms Wilson of the application and hearing fees.**
- 5. The total award to be paid by the Respondent is therefore £14,800.**

Reasons

- 1 The Tribunal will refer to the Applicants as Mr Cialec, Ms Cialec and Ms Wilson and the Respondent as Mr Hassan.
- 2 On 11 March 2022, the Applicants made a joint application to the Tribunal under section 41 of the Housing and Planning Act 2016 (“the Act”) requesting a rent repayment order against Mr Hassan and others. The others have ceased to be parties as the Applicants came to appreciate that Mr Hassan as the leaseholder was the correct party to be the Respondent. The others who had been named were agents of Mr Hassan.
- 3 The application was made in respect of Flat 2, Bancroft House, London E1 4HR (the property) for the period of the Applicants’ respective occupation of the property (as detailed below) during which time the property was unlicensed.
- 4 Rent for the property was payable to Mr Hassan who is therefore the correct respondent against whom the application should proceed.
- 5 The Tribunal understands that the property comprises three bedrooms, a separate bathroom and shared kitchen.
- 6 On 31 October 2018 the London Borough of Tower Hamlets (“the Borough”) made an Additional Licence scheme, designating parts for the Borough within which the property is located for additional licensing.
- 7 The designation came into force on 1 April 2019 and there was no suggestion from either side that it has been revoked.
- 8 The designation applies to all properties, including flats, which are occupied by 3 or more persons, comprising 2 or more households. This is irrespective of the number of storeys. There is an issue as to how many occupants were living at the property and in how many households. The Applicants say that there were three occupants

living as two households. Mr Hassan says that there were no more than two occupants living as two households. If the Applicants are correct, Mr Hassan ought to have been licensed under section 55(2)(a) of the Housing Act 2004, which concerns mandatory licensing. If Mr Hassan is correct, Mr Hassan would have had no obligation to obtain an HMO licence for the property.

- 9 A landlord who fails to obtain a valid licence commits a criminal offence under section 72(1) Housing Act 2004, subject to the defence in section 72(5) that he had a reasonable excuse for not having a licence. It is Mr Hassan's case that he had a reasonable excuse for not having an HMO licence for the property at the relevant time.

The amounts claimed:

- 10 The amounts claimed by each Applicant by way of rent repayment are as follows:

Ms Wilson

In occupation from 22 June 2021 until 1 November 2021 at £750pm giving a claim of £3542.

Mr Cialec

In occupation from 23 August 2020 to 20 April 2021 and from 20 July 2021 to 20 September 2021 at £600pm giving a claim of £7,200.

Ms Cialec

In occupation from 23 August 2020 to 20 April 2021 and from 20 July 2021 to 20 September 2021 at £550pm giving a claim of £6,600.

These amounts total £17,342.

- 11 These dates exclude two months when the property was occupied only by Mr Cialec and Ms Cialec. They are brother and sister and count as one household. Absent a third occupier from another household, no HMO licence was required during that two month period.
- 12 The Tribunal did not carry out a physical inspection of the property. None of the Applicants continue to reside there and an inspection would not have informed the Tribunal concerning the matters in dispute.
- 13 The hearing took place by way of CVP video conference on 21 September 2021 at which Mr Williams of the Borough represented Ms Wilson, Mr Cialec and Ms Cialec, Mr Hai represented Mr Hassan. All the parties participated in the hearing together with their representatives.
- 14 Mr Williams is employed by Environmental Health and Trading Standards at the Borough who have a policy of providing assistance to tenants seeking RROs; hence his involvement. Mr Hai

- participated as a friend of Mr Hassan and to assist his presentation of his case.
- 15 Mr Hassan had produced witness statements from 6 witnesses being:
 - Mr Tyler, a plumber
 - Mr Sikdar, a neighbour
 - Mr Haque, a neighbour
 - Ms O’Sullivan and Mr Jenkins (a joint statement), neighbours
 - Mr Khan, a tradesman.
 - 16 Mr Hassan informed the Tribunal that each witness would attend the hearing. At the beginning of the day, Mr Hassan indicated that the witnesses, apart from Ms O’Sullivan and Mr Jenkins, were available. The hearing proceeded to 13.05. The hearing resumed at 2pm. The Tribunal asked Mr Hassan why he wished to call those witnesses. Mr Hassan said that he had the witnesses available until 1pm. He attempted to telephone (he informed the Tribunal) Mr Tyler but received no reply. The Tribunal took the view that, on their face, the witness statements did not add anything to Mr Hassan’s case. Mr Hassan did not press to call any of his witnesses nor did he call any of them.
 - 17 The Tribunal heard the unsworn evidence of all four parties and the submissions of both representatives. The Tribunal asked of all participants open, relevant questions arising from the documents and everything said to the Tribunal.
 - 18 On 31 March 2022 the Tribunal issued written directions to the parties. These directions included the filing of a bundle by Mr Hassan and, by the Applicants, supporting documentation. The direction for Mr Hassan’s bundle provided that it must include certain specific categories of documents and also “any other documents to be relied upon at the hearing”. At times during the hearing both sides said that they had further documents including emails which were not in the bundle but which could be produced.
 - 19 The Tribunal did not ask for any of these extra documents to be produced. Each party has had an opportunity to produce the documents on which it intends to rely and the documents produced are those on which the Tribunal must make its decision.
 - 20 In a reversal of the order specified in the directions the Tribunal received a bundle of 130 pages from the Applicants followed by a bundle of 47 pages from Mr Hassan in response. The Tribunal has read and considered all these documents.

From the documents, the Tribunal noted the following:

- 21 On 23 August 2020 Mr Hassan as owner and Mr Cialec as the sharer signed a house/flat share agreement for the room at the property nominated by the owner and agreed by the sharer for 12 months beginning 23 August 2020 for a payment of £600pm. Under clause 1.3 Mr Cialec agreed to contribute proportionately to the cost of all

- charges for electric, gas, water and telephonic or televisual services and council tax for the property.
- 22 Also on 23 August 2020 Mr Hassan as owner and Ms Cialec as sharer entered into a house/flat share agreement in the same form as Mr Cialec's agreement for the room at the property nominated by the owner and agreed by the sharer for 12 months beginning on 23 August 2020 for payment of £550pm. By clause 1.3 Ms Cialec agreed to contribute proportionately to the cost of all charges in respect of the same items as Mr Cialec.
 - 23 Neither of the 23 August 2020 agreements referred to a deposit.
 - 24 On 23 June 2021 Ms Wilson entered into an assured shorthold tenancy agreement with Shah Alom as managing agent (acting on behalf of the landlord) in respect of the property at a rent of £750pm. This AST did not refer to a particular room.
 - 25 The AST provided for a deposit of £750 and stated that "Deposits are held securely in a deposit scheme".
 - 26 By clause 3.2, Ms Wilson agreed "to pay promptly (unless bills are included within rent agreement) to the authorities to whom they are due, council tax and outgoing (including water and sewage charges, TV licences, gas, electric, light and telephone (if any) relating to the property".
 - 27 The First Schedule & Special Notes to the AST stated as follows:
 - 1) The dwelling is rented as shared accommodation.
 - 2) Included in the monthly rent are gas, electric, water, council tax and WIFI where agreed.
 - 28 Ms Wilson's evidence was that all bills were included in the rent.
 - 29 The AST included a section 21 notice given by the agent to Ms Wilson to give possession on 2 October 2021.
 - 30 Mr Hassan produced a further house/flat share agreement in respect of the room at the property nominated by Mr Hassan as owner and Ms Cialec as the sharer. The term of this agreement was 12 months beginning 23 August 2020 at a rent of £1150pm. £1150 is the total of the monthly payments agreed to be paid by Mr and Ms Cialec to Mr Hassan. Mr Hassan was unable to explain why Ms Cialec would have signed an agreement providing for payment at the total payment agreed by her and her brother purportedly on the same day for two rooms. Ms Cialec's evidence was that she and Mr Cialec had signed separate contracts at £550 and £600 per month respectively. She accepted that the signature on the document looked like her signature but she never signed that document and she had never seen it before. She said that she would never have signed a contract at £1150pm. However, Mr Hassan had asked for one overall monthly payment from both of them and she and Mr Cialec agreed to that. Hence the bank statements in evidence showed payments from Mr Cialec to Ms Cialec of £600 per month and payments from Ms Cialec to Mr Hassan of £1150 per month.
 - 31 Mr Hassan's evidence was that he gave a blank template of an agreement to Ms Cialec but he entered into one agreement with Ms Cialec for the occupation of two rooms, only one of which

Ms Cialec used. However, Mr Hassan did not know for what purpose Ms Cialec may have taken the second room.

- 32 The Tribunal rejects Mr Hassan's case as to which of the agreements were entered into.
- 33 The Tribunal finds that on 23 August 2020 Mr Cialec and Ms Cialec each entered into an agreement with Mr Hassan for one room each. It does so for the following reasons:
 - 1) It is consistent with the evidence of Mr Cialec and Ms Cialec that they each agreed to take one room at the property and that they each occupied a room at the property.
 - 2) It is consistent with the evidence of payments of £600 each month in August to November 2021 made direct by Mr Cialec to Mr Hassan.
 - 3) There is no evidence of Ms Cialec seeking to sublet or use the room in any way.
 - 4) If it had been the case that there was only one agreement made with Ms Cialec rather than two agreements made with each of Mr and Ms Cialec Mr Hassan would have argued that at no time were there more than two occupiers, so that no HMO licence was required.
 - 5) The Tribunal finds that this document was put before the Tribunal to seek to enable that argument to be made.

The evidence

Mr Cialec and Ms Cialec made a joint witness statement in which they stated as follows:

- 34 The property comprised three bedrooms, two of which had direct access to the garden. They shared one kitchen, one toilet and one bathroom.
- 35 They moved into the property on 23 August 2020 after signing the House/Flat Share Agreements with Mr Hassan. They occupied separate bedrooms and paid £600 and £550 respectively for the rooms occupied. The third bedroom was occupied by a couple called Kevin and Joanna. By end April 2021 that couple had left the property. After a month or so, Ms Wilson moved in. The Tribunal will return to Kevin and Joanna's presence or alleged presence below.
- 36 From June 2021 they asked Mr Hassan whether he would renew this agreement.
- 37 Mr Hassan started presenting at the property without notice which made them feel unsafe and which they described as harassment.
- 38 It was agreed between the Cialecs and Mr Hassan that Ms Cialec would leave on 22 November 2021 and Mr Cialec on 1 December 2021. However, on 20 November 2021 Mr Hassan emailed threatening to call the police if they attempted to re-enter and requiring them to collect their belongings at a time to be agreed by 24 November 2021.

- 39 On 21 November 2021 Mr Hassan, Mr Alom and two other men evicted them from the property by force.
- 40 In his answers to the Tribunal, Mr Cialec confirmed that he was fully present at the property from 23 August 2020 to 21 November 2021. All his belongings were kept there. It was the address he gave to HMRC and for all official documents. On Sunday 21 November 2021 Mr Hassan and a few other men broke into the property and he had to move.
- 41 Ms Wilson made a witness statement in which she stated as follows.
- 1) Ms Wilson moved into the property on 27 June 2021 having signed an AST on 23 June 2021. She stayed at the property until 18 November 2021.
 - 2) Mr Hassan entered the property using a key on multiple occasions outside of normal hours and without prior notice. One occasion was at about 9pm on 5 September 2021.
 - 3) On 9 September 2021 Ms Cialec emailed Mr Hassan concerning that incident.
 - 4) She reported Mr Hassan as a potential rogue landlord on 18 September 2021.
 - 5) From 2 September 2021 Ms Wilson discussed with Mr Alom renewing her tenancy. The outcome was an extension of the tenancy only to 2 November 2021.
 - 6) Ms Wilson's communications with the Respondent comprised, by October, false accusations made by Mr Hassan which she referred to the Borough's Housing Options team.
- 42 Mr Hassan's written comments to the Tribunal stated the following.
- 1) All the tenants left of their own accord on the dates agreed.
 - 2) Letters sent to him by the Borough at the property were not passed on to him. He did receive the letter sent to him at 213 Jamaica Street.
 - 3) He only became aware of a RRO claim after the tenants had vacated the property.
 - 4) At no point was a contract given to Mr and Ms Cialec. A contract was provided to Ms Cialec. On 23 August 2020 the whole property was given to only Ms Cialec and no one else.

Mr Hassan's witnesses.

- 43 In a statement made on 21 June 2022 Mr Tyler states that he visited the property on 23 April 2021. He spoke to Sarah. There was no one else living there. This is not disputed in that it was about this time that Kevin and Joanna left the property according to Mr Cialec.
- 44 In a statement made on 22 June 2022, Mr Sikdar says that in August 2020 he lived at 30 Bancroft House (which he gave as his address at the date of his statement). However, he does not explain how as the resident of flat 30 he could "confirm that no one else was living at the property" in August 2020 apart from the girl to whom he refers.

- 45 Mr Haque of 10 Bancroft House made a statement dated 21 May 2022 in which he states that he met Sarah (Ms Cialec) around September 2020 (which is consistent with Ms Cialec signing her agreement on 23 August 2020).
- 46 Mr Haque added that “I didn’t see anyone else actually living there apart from her and maybe her brother” (emphasis added).
- 47 So Mr Haque leaves open the possibility that Mr Cialec was resident in the property, as Mr Cialec himself states.
- 48 Ms O’Sullivan and Mr Jenkins in a joint statement dated 26 June 2022 give 1 Bancroft House as their address. They stated that “I (sic) had seen and spoken to Sarah when she moved into the property around August 2020 as the only tenant at the time. The only other person seen living at the property was another girl in summer 2021”.
- 49 It is accepted by Mr Hassan that, at the least, Mr Cialec visited the property from time to time. The witnesses do not comment on who else they had seen in the property.
- 50 In a statement dated 26 June 2022, Mr W. Khan stated that he visited the property on 11 September 2021 and found that 2 rooms were occupied and one was being used as “a social room”. He saw two girls there. Mr Khan provides a snapshot of what he saw on one day.
- 51 The Tribunal considers that these 6 statements even if assumed to be correct add little to the documents in understanding how many people and households occupied the property at relevant times.
- 52 On 17 March 2021, Mr Cialec and Mr Hassan had an exchange as follows: [Mr or Ms?]

Mr Hassan at 14:16

Hi I’m on my way to flat. They here or at work.

Mr Cialec at 14:17

I think they’re at work.

Joanna comes back between 3 and 4 usually I think.

Mr Hassan at 14:18

Oh that’s why no one replying.

Mr Cialec at 17:10

I think she’s home now :)

Mr Hassan at 17:11

Yeh already spoke to her

Mr Cialec at 17:11

Ah perfect :)

Kevin and Joanna

- 53 The Tribunal now turns to the presence or alleged presence in the property of Kevin and Joanna. This issue is important because Mr and Ms Cialec’s claim to an RRO turns on the property being occupied by three or more persons in two or more households, the thresholds which trigger the requirements to see an Additional HMO licence.

- 54 From the time that Ms Wilson occupied her room at the property, both thresholds were met. However, Mr and Ms Cialec claim rent repayment from the time that they first moved in. Their case is that Kevin and Joanna were in occupation. Mr Hassan disputes this.
- 55 Mr Hassan asked why, if Kevin and Joanna had been in occupation, Ms Cialec did not claim an RRO from the first. He also disputes evicting Kevin and Joanna as the Cialecs contend and says that the Cialec's account of occupation by Kevin and Joanna are false statements.
- 56 The Tribunal finds that Kevin and Joanna were in occupation of the property at the time that the Cialecs moved in until 20 April 2021. It does so for the following reasons:
- 1) The evidence of Mr and Ms Cialec was given in a straightforward way which was credible.
 - 2) The Applicants produced screen shots of What's App communications between Mr Cialec and Mr Hassan which referred to Kevin and Joanna. Those communications were dated 2 and 13 September 2020, 17 March 2021, 13 and 17 April 2021 and 1 May 2021.
 - 3) The What's App communications did not include any question or comment from Mr Hassan as to who Kevin and Joanna were. The date of the first communication is about 10 days after the Cialecs first occupied the property.
 - 4) The evidence was that the Cialecs involved the Borough only when there was contention with Mr Hassan as to the end of their lease. There is no evidence to show that there was acrimony between Kevin and Joanna on the one hand and the Cialecs on the other, although Mr Cialec found Kevin to be "controlling". So there was no occasion to trigger a complaint to the Borough at that time.
 - 5) One would expect that Mr Hassan would keep rooms let as far as he reasonably could to maximise his income.
 - 6) There was no evidence from Mr Hassan to the effect that the property was hard to let. Indeed the evidence was that the room occupied by Kevin and Joanna was vacant only for a month or two.

Other documents

- 57 On the understanding that Mr Hassan was in control of or managing the property, the Borough wrote to Mr Hassan at the property on 20 October 2021 asking Mr Hassan to make contact. Mr Hassan disputes receiving this letter saying that it was never passed on to him by the Applicants. No response having been received from Mr Hassan the Borough wrote again to Mr Hassan on 4 November 2021 at the property and also at his own address warning that it is a criminal offence to operate an unlicensed privately rented property and that if he did not apply for a licence by Thursday 11 November 2021 the Borough would take further action.

- 58 On 9 November 2021 Mr Hassan emailed the Borough in reply to its 4 November 2021 letter. Mr Hassan stated that he was under the impression that he did not need an HMO licence. He referred to using the Borough's licence link web page to assess whether he needed a licence and it stated that he did not. He asked if the Borough could let him know if he still needed a licence based on the following information:
- 1) Are there five or more occupants living as two or more households? No
 - 2) Is the property in [one of four] named districts? No
 - 3) Are there three or four occupants living as two or more households? No
- 59 Mr Hassan went on to say that "I have a 2 bedroom property. The 2 bedrooms were rented to a brother and sister who fell under one household. For 2 months a friend of theirs did stay in the living room temporarily, but this still does not mean more than 2 households, is that correct?"
- 60 The Tribunal finds that this email contained two important errors. First, whilst the answers to the first two questions above were correct, the answer to the third question was incorrect. As at 9 November 2021, as the Tribunal finds, there were three occupants, being the Applicants, living as two households (the Cialecs and Ms Wilson). Further, the property as mentioned above was a three bedroom, not a two bedroom, property.
- 61 The Borough replied by email within the hour stating "As your property is not in selective licensing area, you don't need licence to rent your property."
- 62 The Tribunal finds that the answer given by the Borough was the correct answer based on the facts supplied by Mr Hassan. However, the facts supplied by Mr Hassan were incorrect. Accordingly, the Borough's answer that Mr Hassan did not need a licence was incorrect.
- 63 Mr Hassan's case is that the Borough had repeatedly advised that he did not require a licence. The Tribunal found no other evidence of communication between Mr Hassan and the Borough in which the Borough advised Mr Hassan based on the facts as proven, that no licence was required.
- 64 Mr Hassan says that on 5 October 2021 he telephoned Mr [K] of the Borough who said no HMO licence was required. The Tribunal does not accept this evidence. First, no record of what was said has been produced. Secondly, this call would have predated the 9 November 2021 email exchange which is the decisive exchange so far as Mr Hassan's case is concerned.
- 65 Accordingly, Mr Hassan has not proved the facts for a defence that he had a reasonable excuse not to have a licence. He had no reasonable excuse not to have an HMO licence.
- 66 The Tribunal was informed by Mr Williams and it was not disputed that Mr Hassan has not applied for a HMO licence for the property at any time since 9 November 2021.

Summary

- 67 The Tribunal will now seek to summarise its conclusions having regard to the above findings and also some further factual matters yet to be referred to.
- 68 The Tribunal is satisfied beyond reasonable doubt that from 23 August 2020 to April 2021, the property was occupied by four occupiers in two households (being Mr Cialec and Ms Cialec, Kevin and Joanna) and from July 2021 to 2 November 2022 by three occupiers in two households (being Mr Cialec and Ms Cialec and Ms Wilson). Accordingly, the thresholds for HMO licensing had been reached and, in failing to obtain a licence, Mr Hassan was liable for the offence under section 72(1) of the Housing Act 2004.
- 69 The Tribunal rejects Mr Hassan's defence based on a reasonable excuse. It comes to this; Mr Hassan seeks to rely on guidance from the Borough which was incorrect as it was based on incorrect information supplied by Mr Hassan. The Tribunal's finding is that this does not amount to a reasonable excuse.
- 70 Accordingly, the Tribunal is sure that Mr Hassan committed the offence by virtue first of the lettings to Mr and Ms Cialec concurrently with the occupation of Kevin and Joanna and then concurrently with the letting to Ms Wilson.
- 71 The first offence was last committed from August 2020 until April 2021 and the second offence was last committed from July 2021. The commission of both offences occurred within 12 months of the issue of the application to the Tribunal. The periods of that payment are as claimed by the applicants being 12 months in the case of Mr and Ms Cialec and a little under 5 months in the case of Ms Wilson.
- 72 It follows that the maximum amount of the rent repayment orders which the Tribunal will make are the amounts claimed as above.
- 73 The Tribunal now turns to matters relevant to the amount of each order.
- 74 There was an extensive examination of Mr Hassan's conduct in relation to visits to the property without prior notice and steps to evict Mr Cialec and Ms Cialec. As to visits, the Tribunal finds that on 5 September 2021 Mr Hassan visited the property at about 9pm without having given prior notice. He let himself into the property. Ms Cialec and Ms Wilson were present, both changed for bed. Mr Cialec was away. Ms Cialec was in her room. There was a knock on the door. She answered the knock expecting to see Ms Wilson but was shocked to see Mr Hassan. Mr Hassan told Ms Cialec that she would have to leave the following months. Ms Cialec asked him to leave and he did so. The Tribunal accepts that account which is consistent with the follow up email sent by Ms Cialec to Mr Hassan on 9 September 2021. Mr Hassan's case was that he had come to deal with a leak. The Tribunal prefer the evidence of Ms Cialec and Ms Wilson which is consistent with each other's account and the email of 9 September 2021.

- 75 On about 21 November 2021 Mr Hassan and his brother with others visited the property. By this date, Ms Wilson had moved out but the Cialecs remained in occupation. Mr Hassan's evidence was that he thought that he understood all the occupiers had vacated. When he found the chain was on the front door he called the police. The evidence of Mr Cialec and Ms Cialec is that Mr Hassan and a few other men broke into the premises and told the Cialecs to leave. Mr Hassan's people stayed for one and a half hours during which time the Cialecs called the police. On balance, the Tribunal preferred the evidence of Mr and Ms Cialec, which was a coherent account of a most unsatisfactory confrontation. Whatever occurred, the incident reflects no credit on Mr Hassan and his approach to the management of the property.
- 76 The financial circumstances of the landlord can be relevant but Mr Hassan did not produce any evidence as to his ability to pay and financial circumstances.
- 77 Mr Hassan has no previous convictions.
- 78 The Tribunal did not consider that any aspect of the conduct of the Applicants in relation to this matter had any impact on the amount of the order.
- 79 There was little evidence as to the condition of the property. Mr Williams had never inspected but noted that there had been complaints relating to the boiler and damp. Mr Hai said the property was of a good standard.
- 80 The Tribunal find that the issues identified with the property were unexceptional. Accordingly, the Tribunal treat the condition of the property as average or such as to take this case out of the most serious category.
- 81 As to the responsibility for bills, the Tribunal finds that there was no transfer of the responsibility for utility costs and council tax from Mr Hassan to any of the occupiers.
- 82 The Tribunal holds that the following factors are material in the assessment of the rent repayment:
- 1) Mr Hassan sought to attribute his failure to apply for a licence to bad advice from the Borough, when the advice received was based on misinformation from Mr Hassan.
 - 2) Mr Hassan's reliance on a purported agreement with Ms Cialec which was not a genuine agreement.
 - 3) Mr Hassan's conduct in terms of a visit to the property and eviction.
- These are all aggravating factors.
- 83 In mitigation, the condition of the property being average was not of the most serious concern.
- 84 Balancing these factors, the Tribunal orders repayment, amounting to 85% of the rents paid being

Ms Wilson £3,010.70 but say £3,000

Mr Cialec £6120 but say £6,000

Ms Cialec £ 5610 but say £5,000

85 The Tribunal, in the exercise of its discretion holds that Mr Hassan should reimburse Ms Wilson for her application and hearing fees totalling £300.

Name: Tribunal Judge Roger Cohen **Date:** 24 November 2022

Note:
Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands 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. Under present Covid 19 restrictions applications must be made by email to rplondon@justice.gov.uk.
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.
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.