FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BH/HMK/2019/0027** **LON/00BH/HMK/2019/0030**
Property	:	**21 Morley Road, London, E10 6LJ**
Applicants	:	**Mr Maxwell Mbonu** **Mr Osamudiamen Kenny Evbakhare**
Representatives	:	**Mr Mbonu was represented by Ms Sarah Collins, Housing Advocate for Safer Renting, and Mr Evbakhare was represented by Mr Ashley Sakala of Cambridge House Law Centre**
Respondents	:	**Ms Sheila Kawol**
Representative	:	**Mr Thomas Greenaway**
Type of Application	:	**Application for a rent repayment order by tenants** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal Members	:	**Judge N Hawkes** **Ms S Coughlin MCIEH** **Mr C Piarroux JP CQSW**
Date and venue of hearing	:	**19 July 2019 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**1 August 2019**

DECISION

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Decisions of the Tribunal

(1) The Tribunal makes a rent repayment order in favour of Mr Mbonu in the sum of £3,737.70.

(2) The Tribunal makes a rent repayment order in favour of Mr Evbakhare in the sum of £5,995.29.

The application

1. By an application which was received by the Tribunal on 1 April 2019, Mr Maxwell Mbonu applied for a rent repayment order against Ms Sheila Kawol and, by an application dated 11 February 2019, Mr Osamudiamen Kenny Evbakhare applied for a rent repayment order against Ms Sheila Kawol.

2. The applications both concern 21 Morley Road, London E10 6LJ ("the property") and similar issues arise in each case. The applications have therefore been heard together.

3. Directions were issued in each case which included provision for the respondent to potentially dispute that she was the landlord of the property. The respondent has not sought to dispute that she is the landlord.

The hearing

4. The parties and the witnesses referred to each other throughout by their first names and they consented to the Tribunal doing the same.

5. The applicants, Maxwell and Kenny, attended the hearing in person and gave oral evidence. Maxwell was represented by Sarah Collins, a Housing Advocate for Safer Renting, and Kenny was represented by Ashley Sakala, of the Cambridge House Law Centre.

6. Sheila Kawol, hereafter referred to as Sheila, attended the hearing in person and gave oral evidence. She was represented by Thomas Greenaway, who is a co-owner of the property. He informed the Tribunal that, until recently, he has not been involved in its day-to-day management.

7. Sheila's daughter Reena Bromfield, her granddaughters, Aysha Kawol and Sabrina Kawol, and Thomas Greenaway gave oral evidence on Sheila's behalf. The Tribunal was informed that one of the respondent's proposed witnesses, Stephen Cobb, had been taken ill on the way to the

Tribunal hearing and that other potential witnesses for the respondent had prioritised work commitments.

8. The Tribunal has read all of the witness statements and has kept in mind the different reasons given for the non-attendance of witnesses. However, the Tribunal has given the oral evidence which it heard considerably greater weight than the written witness evidence because the oral evidence was thoroughly tested in cross examination.

9. Prior to the commencement of the hearing, the applicants handed in a witness statement of Ilhem Absa of 39 Oliver Road (39 Oliver Road is another property in respect of which Sheila is the landlord). The Tribunal has not taken this evidence into account in reaching its determinations. This is due to the late service of the witness statement and the serious nature of the allegations contained within it, to which Sheila has had insufficient time to respond.

10. During the course of the hearing, the applicants sought to adduce additional photographs and, on the issue of whether or not the applicants were in arrears, Thomas Greenaway sought to rely upon Maxwell's Defence to a County Court possession claim. Each side objected to the late production of the other party's documents.

11. The Tribunal has looked at these documents but it did not place any significant weight upon them in making its determinations.

12. In the County Court Defence, Maxwell states that his tenancy of the property commenced in October 2014 at the monthly rent of £420. He states that he paid more than £420 "on earlier rent payments". However, the Defence does not include a statement as to the total rent paid during the 12 month period which is relevant in the present case. Accordingly, the Defence is not of assistance on this issue.

13. As regards, the applicants' additional evidence, the applicants' oral evidence and the evidence contained within the hearing bundles was sufficient to enable the Tribunal to make the determinations below without the need for further evidence.

The Tribunal's determinations

14. Section 40 of the Housing and Planning Act 2016 ("the 2016 Act") provides that a rent repayment order is an order requiring the landlord under a tenancy of housing in England to repay an amount of rent which has been paid by a tenant.

15. Statutory guidance for local housing authorities concerning rent repayment orders under the 2016 Act was published on 6 April 2017

("the Statutory Guidance"). The Tribunal has had regard to the Statutory Guidance in determining this application.

16. Section 41 of the 2016 Act provides:

(1) A tenant … 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."

17. Section 43 of the 2016 Act provides:

43 Making of rent repayment order

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

(2) A rent repayment order under this section may be made only on an application under section 41.

18. The relevant offences are set out at section 40 of the 2016 Act. They include the offence under section 72(1) of the Housing Act 2004 ("the 2004 Act") of controlling or managing an unlicensed house in multiple occupation ("HMO") and offences under sections 1(2), (3) and/or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act").

19. Both applicants seek a rent repayment order ("RRO") in respect of sums which they state that they paid to the respondent in the period 20 November 2017 to 19 November 2018 ("the relevant period").

20. The applicants assert that the respondent committed the offence of controlling or managing an unlicensed HMO throughout the relevant period and, on the applicants' evidence, the respondent attempted to unlawfully evict them from the property on 19 November 2019.

21. In respect of the alleged offence under the 1977 Act, the amount of any RRO must relate to rent paid by the tenant in respect of the period of 12

months ending with the date of the offence (see section 44(2) of the 2016 Act).

22. By section 44(3) of the 2016 Act, the amount that the landlord may be required to repay in respect of a period must not exceed the rent paid in respect of that period, less any relevant award of universal credit paid to any person in respect of rent under the tenancy during that period. It is common ground that the applicants have not been in receipt of universal credit or housing benefit.

23. Having heard oral evidence and having considered the documents to which it was referred during the course of the hearing, the Tribunal makes the following determinations.

Whether the Tribunal is satisfied beyond reasonable doubt that the respondent has committed a relevant offence

Control or management of an unlicensed house in multiple occupation

24. The Tribunal heard oral evidence from the applicants that the property was an HMO throughout the time that they were in occupation. This evidence was not challenged and it was not in dispute that the respondent rather than Thomas Greenaway was managing the property throughout the period during which the applicants were in occupation.

25. Maxwell entered into occupation in October 2014 and Kenny entered into occupation in April 2015. The property has five bedrooms and, from October 2014 to date, the property has had either six or seven residents forming more than three households, who share kitchen and bathroom facilities.

26. At paragraph 1 of her witness statement, Reena says that she was living at the property in 2018, sharing a room with Aysha and Sabrina. There were seven residents at this time and there are currently seven residents because two of the rooms are tenanted by two people (and the remainder of the rooms each have one tenant). The dates on which residents other than the applicants moved in is unclear.

27. Thomas Greenaway gave evidence, which the applicants have not sought to challenge, that he prepared an application for a licence on Sheila's behalf on 2 June 2019. He stated that the application would have been received by the local authority on 4 July 2019, which was the following Monday.

28. The written closing submissions which were presented to the Tribunal on behalf of the respondent include a statement that the respondent "accepts she should have applied for an HMO licence sooner" and, at the hearing, it was accepted that no application for a licence had been

made before 4 July 2019 and that Sheila had committed an offence under section 72(1) of the 2004 Act.

29. Sheila also stated that she had not thought that she needed a licence because members of her family were occupying some of the rooms at the property. The Tribunal did not find this evidence convincing. Sheila accepted that she has been letting properties for 6-7 years; she stated that she had obtained a licence for another HMO about a year ago (for a term of three years); the licensing criteria are published; and it would have been a simple matter for Sheila to have asked the local authority for guidance if she found the licensing criteria unclear.

30. On the basis of the evidence which it heard and the submissions which it received, the Tribunal is satisfied beyond reasonable doubt that the respondent committed an offence under section 72(1) of the 2004 Act.

Unlawful eviction

31. The Tribunal considers the oral evidence on this issue to be determinative.

32. Section 1 of the 1977 Act includes provision that:

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

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

33. The applicants gave oral evidence that they were residential occupiers of the property on 19 November 2018 ("the relevant date"). Maxwell had been in Nigeria for approximately two weeks, returning on 19 November 2018. However, on the basis of Maxwell's evidence, he had belongings at the property, his absence was only temporary, and he had an intention to return. Accordingly, the property remained his residence notwithstanding his temporary absence.

34. The applicants' case that they resided at the property is supported by Sheila's initial witness evidence. When Sheila entered the witness box, the Tribunal paused for some time in order to enable her to very carefully re-read her witness statement in full. Having done so, she confirmed, without hesitation, that the contents of her witness

statement were true. This includes the following evidence at paragraphs 16 and 17 (emphasis supplied):

16 In the Feb 2018 I give Maxwell a letter which I do not hold a copy of, had a verbal conversation and some text messages to and from Maxwell about leaving the property because I wanted my grandchildren to move in. This went on for a couple of months he unsure me [sic] that he will leave as soon as he finds somewhere else to go ***but he never did.***

17 I also had the same conversation with Ken, he said same things as Maxwell. When he finds somewhere else he will go but ***it is obvious they had no intention of ever leaving.***

35. The respondent later sought to depart from this evidence and to suggest that the applicants had left the property before 19 November 2018.

36. The respondents' other witnesses gave conflicting oral evidence. Aysha asserted that the applicants had left the property "weeks" before 19 November 2018. Sabrina went further and gave evidence that the applicants had left the property "months" before 19 November 2018, and probably as early as April 2018.

37. Neither Aysha nor Sabrina could give any satisfactory explanation as to why this oral evidence was entirely absent from their witness statements. They claimed that the alleged departure of the applicants had not seemed relevant. However, if the applicants had moved out of the property weeks or months before 19 November 2018 this would clearly have been highly relevant to the chronology of events and to the issue of whether or not there was an attempt to unlawfully evict them on that date.

38. The respondent's fourth witness, Reena, did not seek to disagree with anything which the applicants said other than that, on her case, she did not open the door to one of the applicants on 19 November 2018. She explained that she did not consider the difference of opinion concerning who opened the door to be relevant. At paragraph 1 of her witness statement, Reena states that she was living in the property in 2018 and she did not suggest that the applicants had moved out.

39. In a statement of case headed "Grounds of Resistance", the respondent does not assert that the applicants had vacated the property prior to 19 November 2018. Paragraph 2 of the respondent's "Grounds of Resistance" provides:

"The respondent does not dispute that the applicants have lived at the property quite some time, and remains [sic] in the property to date. Both applicants seek RROs were unvetted at the time they commenced

living at the property. It is not yet clear why either applicant makes the assertion that they were illegally evicted. They have been living at the property without disturbance at any time and they refuse to leave. Having been free to leave at any time and asked to leave on numerous occasions."

40. The Tribunal has no hesitation in preferring the applicants' evidence to that of the respondent, Aysha and Sabrina. Having seen and heard Maxwell and Kenny give evidence, the Tribunal considers them to be truthful witnesses who did their best to assist the Tribunal.

41. The Tribunal is satisfied that the applicants' recollection of material matters and events was clear and reliable (whilst recognising that no witness is likely to be able to recall every detail). Where the evidence of the applicants differs from that of the respondent and her witnesses, the Tribunal accepts the evidence of the applicants.

42. On the basis of the oral evidence which it heard, the Tribunal is satisfied beyond reasonable doubt that the applicants were residential occupiers of the property on 19 November 2018 and that the respondent and her witnesses did not believe, and did not have reasonable cause to believe, that the applicants had ceased to reside in the property. As residential occupiers, the applicants can only lawfully be evicted by means of court proceedings.

43. It is necessary to pass through two communal doors in order to enter the property; an outer door and an inner door. Each room then has its own lock. The applicants gave oral evidence that, on 19 November 2018, the lock to the outer door to the property had been changed and belongings had been removed from the applicants' rooms. Kenny stated that a substantial amount of money (£5,000) which was being stored in one of his shoe boxes had been taken. Kenny's hearing bundle includes photographic evidence showing the state of his room and his belongings placed in bags.

44. Kenny explained that, on the morning of 19 November 2018, he had given the key to his room to Sheila because she had stated that she needed it in order to have the radiators in his room serviced. He says that he asked Sheila to wait until Maxwell had returned and that she had said that they would leave Maxwell's room until Maxwell was back. In the course of giving oral evidence, Kenny stated:

    "She tricked me to leaving the house. When I came back, my property was not in my room. I saw bags everywhere. My property was downstairs. On my way to the kitchen, I saw shoe boxes and I recognised those were my shoe boxes so I went to check the boxes. I saw my shoes but not the money so I went upstairs and saw my room was empty because she brought some bags and these were bin bags and she put stuff in there. I tried to call her and tried to text but she

did not respond. So, I sent a message saying that, if I do not hear from you in 10 minutes, I will call the police. So I did. She told police that I had moved away a week ago and I was moving in that day. The door to room was open. I found a new key lock in my room and I guess she wanted to change the lock."

45. Kenny stated that, when he first came to the property on 19 November 2018, the outer door was open. Accordingly, at that stage, he did not realise that the lock had been changed. Later that day, he discovered that the lock to the front door had been changed when he could no longer use his key to enter the property and someone let him in. The lock to the inner communal door had not been changed.

46. In the course of giving oral evidence, Maxwell stated:

"On 19 November, I came back from Nigeria. I put my key into the door. It was in the afternoon. As I put key in, the door would not open and I knocked and the respondent's daughter Reena opened the door. As I came in, I saw my belongings. Everything was there ... the sound system. The room was in a state - there are photos. Then I saw Kenny in the living room and his possessions were all over the place. I was shocked. He said it was Sheila ... I confronted her and said, 'Why did you do this where are my belongings?' She said, 'If you will tell me where you will move to I will tell you where your things are'. There was car standing by, I do not know who it belongs to, and she drove off."

47. Sheila accepted that she had changed the lock to the outer door to the property but stated that it was broken. She also accepted that she had placed the applicants' belongings in storage although she said that she did not know who had placed the belongings in the bin bags and that she had thought that the belongings in the communal areas were her children's.

48. The Tribunal accepts Maxwell's evidence that Sheila stated that she would tell him where his belongings were if he would tell her where he was going to move to and finds that Sheila arranged for the applicants' belongings to be placed in bags in an attempt to unlawfully evict them.

49. The applicants and Reena gave evidence, which the Tribunal accepts, that the outer door to the property was not in need of repair on 19 November 2018 (although the applicants state that the barrel of the lock was later removed in order to prevent them from being locked out).

50. There was no suggestion on the part of Sheila or on the part of the applicants that Sheila has at any time given the applicants keys to the new lock. The Tribunal is satisfied that Sheila changed the lock to the

front door of the property, on the same day that she arranged for the applicants' belongings to be placed in bags, in an attempt to unlawfully evict the applicants from the property.

51. At paragraph 3 of her witness statement, Sheila states of the applicants *"I told them a long time ago to leave"*. This is notwithstanding that she had not obtained a possession order. At paragraph 15 of her witness statement, after denying that she evicted the applicants, Sheila states *"I will be happy when they are evicted"*. Sheila's strong desire for the applicants to leave was clear from both her written and oral evidence.

52. On the basis of the evidence which it heard, the Tribunal is satisfied beyond reasonable doubt that Sheila told Kenny that she was going to have the radiators serviced in order to obtain his room key; changed the lock to the outer door to the property; and made arrangements for the applicants' belongings to be placed in bags in an attempt to unlawfully (that is without a court order) deprive the applicants of their occupation of the property. Sheila's explanation and evidence to the contrary, and the evidence of Aysha and Sabrina' was inconsistent and unconvincing.

53. The Tribunal is therefore satisfied beyond reasonable doubt that an offence under section 1(2) of the 1977 Act was committed by the respondent on 19 November 2019.

Did the offence relate to housing that, at the time of the offence, was let to the tenants?

54. At paragraph 47 of the respondent's written submissions it is stated (referring to a Halifax account into which payments were made at an earlier stage) that it *"is common ground that rent payments were made to the respondent from the applicants"*. At paragraph 18 of the respondent's written submissions, it is stated that *"Lessons have already been learnt and rent books are in use with all other tenants"*. On the respondent's case, the applicants stopped paying rent and are in arrears but it is common ground that no possession order has been obtained against the applicants.

55. Further, the applicants gave oral evidence, which the Tribunal accepts that they were tenants paying rent during the relevant period. This evidence is supported by text messages between the applicants and the respondent concerning some of the rent payments, which is considered below.

56. On the basis of the evidence which it heard and the submissions which were made, the Tribunal finds as a fact that the offences which were committed by the respondent relate to housing that, at the time of the offences, was being let to tenants. The offences were committed in

the period of 12 months ending with the date on which the applications were made.

The allegations against the applicants

57. During the course of the hearing, various allegations were made against the applicants which included allegations of sub-letting and of extremely threatening and aggressive conduct. The respondent did not appear to make a clear legal distinction between visitors and subtenants.

58. Kenny stated that he sometimes had friends to stay for the weekend and that, at times, a former girlfriend used to stay over. However, he stated that he had never given his visitors their own set of keys. Both applicants denied sub-letting their rooms and they denied the conduct allegations.

59. The Tribunal accepts the oral evidence of the applicants that the allegations against them are unfounded and considers that these allegations were an attempt to deflect the attention of the Tribunal from the conduct of the respondent. For example, at paragraph 12 of the respondent's closing submissions, the respondent asserts:

"There is no dispute that the respondent transgressed by not having a licence, but any tenant subletting is party to that breach where they know or ought to have known that there was no licence in place."

The exercise of the Tribunal's discretion

60. Subsection 43(1) of the 2016 Act gives the Tribunal a discretion as to whether or not to make a RRO if satisfied, beyond reasonable doubt, that a landlord has committed a relevant offence.

61. Having regard to the nature and seriousness of the offences which the Tribunal has found were committed by the respondent, it is clearly appropriate for the Tribunal to exercise its discretion to make RROs in the present case.

The maximum amount of the rent repayment orders

62. The amount of any RRO, if the case is one of an offence of failure to licence must relate to rent paid by the applicants in respect of a period, not exceeding 12 months, during which the landlord was committing the offence (see section 44(2) of the 2016 Act). In the case of the offence under s 1(2) of the Protection from Eviction Act 1977 the period is that of 12 months ending with the date of the offence. As stated above, the period relied upon by the applicants in the present case is 20 November

2017 to 19 November 2018 (that is the period of 12 months ending with the date of the offence under the 1977 Act) and the applicants have not been in receipt of universal credit.

63. It is common ground that the applicants initially paid rent into a Halifax bank account and that Sheila later asked for cash payments. At paragraphs 47 and 50 of the respondent's closing submissions it is stated:

"Halifax Account

47. It is common ground that rent payments were made to the respondent from the applicants, but the reasons the respondent asked them not to pay to that account are not known to the applicants. There was more than one reason, firstly Halifax questioned why she was receiving transfers marked rent. I believe the issue was either to do with eligibility for the fixed rate deal she had in place or the type of mortgage with Halifax. Given she was renting privately her circumstances had changed from the time she first had the mortgage.

…

50. The advantage to the respondent from cash payment is that she has real time ability to know who has paid her and how much. We did some digging into past payments and we found some gaps in payments due…"

64. The applicants gave oral evidence which the Tribunal accepts that Maxwell paid a total of £4,200 and Kenny paid a total of £6,550 during the relevant period. These sums represent the maximum amount of each RRO.

65. The applicants explained that some payments were made to the respondent directly, some via another tenant called Steve. The Tribunal has seen a written statement from Steve denying his involvement. However, Steve did not attend the hearing to give oral evidence and the applicants were extensively questioned on this issue. The applicants gave evidence that rent increases were agreed with Sheila orally and they explained the specific circumstances in which some of the payments were made.

66. The applicants' oral evidence is supported by text messages from Sheila concerning some of the payments. Sheila herself used the word "rent". The Tribunal did not find Sheila's explanation that the text messages concerned payments to her relating to repairs to a drain (and that she had spent over £6,000 that year clearing drain blockages) to be plausible. Sheila was unable to explain her use of the word "rent". Further there was no mention of non-payment of rent or of arrears in

the numerous text messages. There are some discrepancies in the documents before the Tribunal, for which Sarah Collins sought to take responsibility, but the applicant's oral evidence on this issue was thoroughly tested and the Tribunal accepts it.

The amount of the RRO in the present case

67. The Tribunal notes that the conditions set out in section 46 of the 2016 Act (which provides that in certain circumstances the amount of a rent repayment order is to be the maximum that the Tribunal has power to make) are not met.

68. Accordingly, in determining the amount of the rent repayment order in the present case, the Tribunal has had regard to subsection 44(4) of the 2016 Act which provides:

(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.

69. During the course of the hearing, reference was made to two decisions of the Upper Tribunal, namely, *Parker v Waller [2012] UKUT 301 (LC)* and *Fallon v Wilson [2014] UKUT 0300 (LC).* These decisions concern the amount of a rent repayment order under the provisions of the 2004 Act which apply when a relevant offence started to be committed before 6 April 2017.

70. The Tribunal considers that *Fallon v Wilson* and *Parker v Waller* remain relevant authorities under the 2016 Act and no party disagreed with this assessment. Accordingly, the Tribunal has proceeded on the basis that (i) there is no presumption that there will be a 100% refund of payments made, (ii) the benefit obtained by the tenant in having had the accommodation is not a material consideration (iii) the Tribunal has a general discretion which must be exercised judicially and (iv) the net benefit received by the landlord from the letting is a material consideration.

71. It is not suggested that the respondent has a criminal conviction. In determining the amount of the RROs in the present case, the Tribunal has taken the following matters into account.

(i) The Tribunal considers offence under the 1977 Act to be particularly serious in nature and the respondent expressed no remorse when giving oral evidence.

(ii) The respondent stated that she has been letting properties for 6-7 years. She owns three properties, two of which are let as HMOs. She obtained a licence for the other HMO approximately a year ago.

(iii) Directions of the Tribunal were issued in one of the applications on 12 April 2019 but no application was made for a licence for the property until 4 June 2019.

(iv) At paragraph 7 of the respondent's Grounds of Resistance, it is stated "The lack of an HMO licence was not a problem to them throughout their tenancy." Accordingly, the respondent still does not appear to recognise the importance of having a licence.

(v) The unfounded allegations made against the applicants.

(vi) The respondent's outgoings in connection with the property, which were agreed in the sum of £3,883 per year (£323.58 per month).

72. The Tribunal has placed a limited degree of weight upon assertions which were made by the respondent concerning her health and financial circumstances, in respect of which there was little detail and no supporting evidence.

73. The Tribunal makes no finding in respect of the money in the sum of £5,000 which is said to have gone missing from a shoe box. The Tribunal only heard brief evidence concerning this issue and has been informed that an investigation is in the process of being conducted by the police.

74. The Tribunal also makes no finding in respect of a dispute concerning a Virgin media box. The Tribunal again heard only brief evidence concerning the matter and the Tribunal has focussed on the issues which are most relevant to its determinations.

75. Doing its best on the basis of the limited evidence available, the Tribunal finds that it is likely that there were seven occupants of the property throughout the relevant period.

76. In all the circumstances, and having particular regard to the nature and seriousness of the offence under the 1977 Act, the Tribunal makes RROs in favour of each applicant in the amount of the rent which the Tribunal finds that they paid during the relevant period less 1/7 of the monthly outgoings in respect of each month during which rent was paid.

Name: Judge Hawkes **Date:** 1 August 2019

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).