



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

Case Reference : CHI/00HB/HMB/2020/0001

Property : 53 City View Apartments, Chancery Street,
Bristol, BS5 0AA

Applicant : Fian Giblett & Kirsty Palmer

Representative :

Respondent : Lucy Sherry

Representative :

Type of Application : **Application for a rent repayment
order by a Tenant**
Sections 40, 41, 42, 43 & 45 of the Housing
and Planning Act 2016

Tribunal Member(s) : Judge J. Dobson
Mrs J Coupe FRICS
Mr P Gammon MBE

**Date and venue of
hearing** : 9th June 2020 by video proceedings

Date of decision : 16th June 2020

DECISION

Summary of the Decisions of the Tribunal

1. The Tribunal is satisfied, beyond reasonable doubt, that the Respondent landlord, Lucy Sherry, has committed an offence under section 1(3A) of the Protection from Eviction Act 1977.
2. The Tribunal makes a rent repayment order in favour of the Applicants, Kirsty Palmer and Fian Giblett, in the sum of **£3080** to be paid by the Respondent within 28 days of the date of this decision.
3. The Tribunal determines that the Respondent shall pay the Applicants an additional £300 within 28 days of this Decision, in respect of the reimbursement of the Tribunal fees paid by the Applicant.

Application

4. The Applicants made an application to the Tribunal for a rent repayment order against the Respondent, their landlord in relation to their tenancy of a property 53 City View Apartments, Bristol, BS5 0AA (“the property”) pursuant to sections 41 of the Housing and Planning Act 2016 (“the HPA 2016”).
5. The Applicants claimed between them for repayment of £7920, being the rent paid by them for a period of 9 months, ending with the date of vacation of the property.
6. The ground for seeking a rent repayment order is an alleged offence committed by the Respondent under section 1(3A) of the Protection from Eviction Act 1977 (“the PEA 1977”), with the grounds for the Applicants’ case being set out in the documents accompanying the Application.

Directions made/ history of the case

7. Directions were given on 20th February 2020, including providing for a hearing to take place on 8th April 2020 and setting out the steps to be taken by the parties in advance of that hearing.
8. In consequence of the Covid 19 pandemic, that hearing had to be vacated. Having indicated that the matter may be appropriate for determination on the papers and the parties having indicated agreement to that, the Tribunal considered the nature of the case further and, having done so, did not consider that this application was suitable for paper determination, instead listing the case for hearing by way of video proceedings.

9. The Respondent asserted that she would not be able to participate, not having appropriate equipment. The Tribunal more than once sought clarification of that, noting amongst other matters the Respondent's use of email and provision of documents by PDF. The Tribunal provided information about video proceedings. The Tribunal also offered the Respondent the opportunity to participate in the hearing by telephone. The Respondent did not clarify why any difficulty arose with participation in video proceedings and did not take up the offer of participation by telephone.
10. The Applicants provided a paginated bundle containing the application and the evidence relied upon, albeit that the directions had not required one. The Applicants also filed and served a Skeleton Argument and a bundle of authorities, including statute law and 5 court and tribunal decisions. The 2 court decisions related to notices and their effect in terms of terminating tenancies and the 3 tribunal decisions were from the First Tier Tribunal, being examples of applications in relation to which rent repayment orders had been made.

Hearing

11. The Applicants represented themselves at the hearing. The Respondent was not in attendance. The Tribunal had considered all of the documentation filed, including the Respondent's statement of case, which it had due regard to.
12. The parties' written cases as to facts are set out in their statements of case and related documents. The Tribunal summarises them below but does not seek to recite them at length. The key elements are addressed in this decision, principally in the "Evidence and Facts Found" section of the decision.
13. The essence of the Applicants' written application and evidence received by the Tribunal asserted that there was a further fixed term contract for 12 months from April 2019, that the Respondent served a "notice to quit" on 4th September 2019, that both before and after that there was harassment of the Applicants by the Respondent, set out under headings of "withholding information", "selling the flat", "threats of eviction", "service of invalid notice", "changing the notice", "ignoring Bristol City Council's advice", "repeatedly saying she is a solicitor" and "entry without permission". There is detail of one to several paragraphs, varying from one section to another under the headings. Documents attached include the tenancy agreement and extension to it, evidence of rent payments, the notice to quit, property marketing details and various

communications between the parties from late May to late July 2019 and then predominantly in September 2019.

14. The essence of the Respondent's written case dated 13th March 2020 included the Respondent's disputes about matters alleged by the Applicants. She explained about obtaining the Applicants as tenants, said that she encouraged them to report any issue and described herself as a good and fair person. The Respondent also stated that she had not intended to end the extension to the tenancy early and that only 4 potential purchasers viewed the property, the Respondent having limited herself to sales to investors.
15. The Respondent stated that the agents had told her that the property was unsaleable due to its condition, that she only asked the Applicants to tidy up, that she arranged and paid for a cleaner, that the bedrooms were in a terrible state and that the Applicants failed to report a leak in the bathroom. The Respondent asserts that the Applicants left because they no longer wished to share with the third tenant.
16. The Respondent stated that she had exercised the break clause and did not harass the Applicants. She did not accept a need to serve any notice. The Respondent denied committing any offence and asserted that she had tried to help the Applicants.
17. Many of the same documents attached to the Applicants' case were also attached to the Respondent's case, including the tenancy agreement and copies of communications. The Respondent did not provide any detail as to her financial situation. She did state that she was not what she described as a portfolio landlord.
18. The Respondent included a substantial counterclaim, although the items claimed for fall outside of an application for a rent repayment order and outside of the jurisdiction of the Tribunal.
19. The Tribunal questioned the Applicants as to their case and sought clarification of that. The Tribunal further put questions to the Applicants in respect of the matters raised in the Respondent's case, dealing with points that the Tribunal considered that the Respondent would have been likely to have raised, if present.
20. The Applicants presented as honest witnesses. In light of that and the ability to have questioned them and tested their evidence, which was not possible with the Respondent, where the evidence of the Applicants and that of the Respondent disagreed, the Tribunal preferred the evidence of the Applicants. A number of factual matters were not, however, in dispute. The

dispute was more as to the appropriateness or otherwise of that which was done by one party or the other.

Facts found

21. The Tribunal finds that the rent paid by the Applicants was £880 per month, being just over 2/3s of the overall monthly rent for the property of £1300- there was a third tenant who has not applied. The tenancy started in April 2018 and was renewed for the final time in April 2019, for a period of 12 months but with a break-clause enabling the termination of the fixed term on 31st October 2019 if two months' notice was given no later than 31st August 2019.
22. The Tribunal finds that there was no relevant conduct of the Respondent prior to the renewal of the tenancy in April 2019, such matters as arose with the property not amounting to such conduct. The parties' other comments about their approach prior to that time contain nothing of relevance.
23. The Respondent informed the Applicants that the property was to be sold shortly after the renewal but said no more of specific note. The Respondent indicated that the sale was to be to an investor where such a sale would not of itself require tenants to give up occupation. The Applicants did not assert any significant concern was caused to them.
24. The Tribunal accepted the evidence of the Applicants that they agreed to the cleaner, arranged by the Respondent after her decision to sell the property, attending provided that he or she did not enter their bedrooms and finds that they did so. The Tribunal does not find that the Respondent told the cleaner to enter the bedrooms, there being no evidence one way or the other and there being no appropriate inference which can be drawn from the very limited information about that.
25. However, following the cleaner entering the bedrooms at least sufficient to take photographs of them and sending such photographs to the Respondent, the Respondent saw fit to send those to the Applicants and was also very critical in her email. The Tribunal finds that to have interfered with the comfort and enjoyment of the Applicants, accepting that the Applicants considered there to have been an invasion of their privacy.
26. In respect of the short notice provided by the Respondent for the cleaner attending, the Tribunal finds that did cause some interference with peace and comfort, although the employment of a cleaner in itself had not. That was the greatest on the last of the four or five occasions on which the cleaner attended, when the Respondent informed the Applicants of the cleaner attending after the Applicants had already left for work and where the

cleaner sought to clean the bedrooms, to which there had not been agreement.

27. The Tribunal further finds that the Respondent arranged other viewings of the property, not all of which proceeded, without providing the Applicants with at least 24 hours' notice. The Respondent's expectation of the property being in a condition for viewings caused inconvenience to the Applicants, arising from the need to clean and tidy for the purpose of those viewings.
28. The Tribunal further finds that, as asserted in the Applicants' statement of case, there were 2 or 3 instances of emails sent by the Respondent to the Applicants later in June 2019 or around that time of a harassing nature following the attendance of the cleaner in June 2019, principally with regard to the cleanliness of the property.
29. The Tribunal finds that, despite no significant issues having arisen in respect of cleanliness earlier in the tenancy, once the Respondent put the property on the market for sale, the Respondent became focussed on the cleanliness and tidiness from her perspective as intended vendor as opposed to as a landlord.
30. The Tribunal finds that the tidiness and cleanliness of the property was such as to be acceptable to relatively young tenants but fell short of the ideal standard for a property on the market for sale. For example, the Applicants accepted the presence of several pizza boxes left on one occasion and that the bedrooms were often a mess. However, the Tribunal finds that the terms of the tenancy agreement did not require the Applicants to achieve that ideal standard and indeed that the Respondent's entitlement was for the property to be returned in an acceptable condition upon the tenancy ending and not at a level attractive to a prospective purchaser in the interim. Consequently, the Respondent was not entitled to insist on the tidying up and cleaning for viewings that she did.
31. The Tribunal finds, on the oral evidence of the Applicants, that no viewings and no attendances by cleaners took place after the notice to quit served by the Respondent. However, the nature of the Respondent's behaviour and the effect on the Applicants otherwise increased.
32. The notice served by the Respondent on 4th September 2019 did not terminate either the tenancy generally or the fixed term tenancy in particular. The notice was served too late- on 4th September 2019- to terminate the fixed term on two months' notice by 31st October 2019. In any event, the tenancy would have continued until after any possession order and until

physical possession was recovered. The Tribunal finds that the Respondent failed to understand those matters, as opposed to deliberately seeking to circumvent them.

33. The Applicants gave oral evidence that upon receipt of the notice, they left work in tears. The Tribunal accepts that evidence. The Applicants were sufficiently concerned that they obtained advice and conveyed that advice to the Respondent, namely that the notice did not end the tenancy. That was confirmed in a letter from Bristol City Council to the Respondent.
34. The Tribunal finds that the nature of the Respondent's behaviour was such that the Applicants, as stated in their oral evidence, entirely reasonably lacked confidence that the Respondent would accept the, correct, advice received by the Applicants and that occupation of the property became increasingly tense and uncomfortable after 4th September 2019. The Tribunal finds that the Respondent did write back to Bristol City Council stating that their, correct, advice was misguided.
35. The Applicants did vacate the property on the day that the notice expired, 4th November 2019. The Tribunal accepts the Applicants' case that they were fearful of being unlawfully evicted and anxious.
36. The Tribunal further finds on, in particular, the oral evidence of the Applicants, that the Applicants were intimidated by the Respondent's references to being a solicitor, in particular following the service of the notice. The Tribunal finds that as the Respondent became increasingly agitated, the Respondent made increasing numbers of such references. The Tribunal finds that the Respondent made those references in the expectation that the Applicants might be intimidated by them, understanding that an occupier would be likely to do so.
37. The Tribunal finds that conduct to be unbecoming of a solicitor.
38. In addition, the Tribunal finds that the proposal on 9th September 2019 by the Respondent that the Applicants could remain until January 2020 if they agreed to weekly inspections further interfered with their peace and comfort and indeed encouraged them to vacate. The Tribunal accepts that such a proposed level of attendance by the Respondent and such an attempted exercise of control served to cause additional concern to the Applicants and that they regarded such regular attendance as unreasonable.
39. The Tribunal does not find the behaviour of the Respondent in attending at the property without notice on 2nd November 2019 and letting herself in did cause the Applicants to vacate, which

they were already in the process of doing. However, it is further behaviour which would be likely to cause an occupier to leave in the event that he or she was not already intending to do so.

40. The Tribunal finds that the behaviour of the Respondent included taking out some of her frustration with her redundancy and financial situation on the Applicants, although it was in no way their fault.

The Tribunal's decision

41. The Tribunal is satisfied, beyond reasonable doubt, that the Respondent has committed an offence under section 1(3A) of the PEA 1977. The Tribunal exercises its discretion to make a rent repayment order in favour of the Applicants.

Reasons for the Tribunal's decision to make an order

42. The Tribunal finds to the required criminal standard of proof that the Respondent has committed an offence. The findings of fact made include findings of several instances of behaviour found to interfere with the peace and comfort of the actual tenants.
43. Subject to the available defence referred to below, the Respondent commits the offence irrespective of specific intent (required under section 1(3)). The question for the Tribunal to answer is whether the acts are likely to interfere with the peace or comfort of the residential occupier and whether the Respondent knows, or alternatively has reasonable cause to believe, that the conduct is likely to cause the occupier to give up occupation.
44. The test is an objective one.
45. The Tribunal determines that actions of the Respondent not only caused the enjoyment of the property by these Applicants to suffer but that they were always likely to interfere with the peace and comfort of occupiers.
46. The nature of the interference was reasonably likely to cause an occupier to be likely to give up occupation. It is entirely to be expected that an occupier, faced with the Respondent's behaviour and facing the prospect of continued such behaviour or worse, would be likely to conclude that he or she wished to leave and to obtain alternative accommodation capable of being enjoyed as a home and without concern about eviction or other ongoing issues of the nature experienced.
47. Whilst the Respondent had available a defence pursuant to s1(3B) in the event that the Respondent had been able to

sufficiently demonstrate reasonable grounds for doing the acts in question, the Tribunal finds that the Respondent has not demonstrated such reasonable grounds.

48. The Tribunal understands that the Respondent's actions were influenced by financial concerns and a desire to sell the property and related matters, including as to the condition of the apartment and that the condition was not appealing to purchasers. However, whilst that may have been an underlying motivation, the Tribunal does not find it to amount to reasonable grounds for behaving as the Respondent did and so the statutory defence is not made out.

The amount of rent to be repaid

49. In determining the amount to be repaid, the Tribunal has had particular regard to two decisions of the Upper Tribunal relating to the amount of a rent repayment order under the Housing Act 2004, namely *Parker v Waller* [2012] UKUT 301 (LC) and *Fallon v Wilson* [2014] UKUT 300 (LC).
50. Under the 2004 Act, section 74(4) provided that where there has not been a conviction the Tribunal shall order such amount as it considers reasonable in the circumstances. While sections 44 and 45 of the HPA 2016 do not include the word "reasonable", given the similarities between these provisions and the relevant provisions of the 2004 Act, the Tribunal considers that the guidance provided in these Upper Tribunal decisions remains relevant under the HPA 2016.
51. The Tribunal has also duly noted and considered the three decisions of the First Tier Tribunal that have been provided by the Applicants. However, each of those decisions were made on their own facts and are not binding on the Tribunal in any event, although they merit appropriate respect.
52. 100% of the rent paid is the mandatory amount if there had been an actual conviction. However, in a case such as this one, where there has been no conviction, there is no presumption that there will be a 100% refund of payments made. The Tribunal does note, however, that the benefit obtained by the tenant in having had the accommodation is not a material consideration in relation to the amount of the repayment to order.
53. Section 44(3) of the HPA 2016 requires the Tribunal to take into account the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which Chapter 4 of the HPA 2016 applies.

54. However, the Tribunal can only take into account the financial circumstances of the landlord in so far as it is provided with evidence of them. Given that the Tribunal has no specific and up to date evidence, the Tribunal can only approach the matter on the basis that there is nothing known which should alter the amount of the rent repayment order from that which the Tribunal otherwise considers to be appropriate.
55. There is no evidence that the Respondent had any previous convictions, of any kind. The Tribunal does not consider there to be any conduct on the part of the Applicants relevant to the amount of the rent repayment order. There are no other factors which the Tribunal considered it needs to take account of, finding the counterclaims asserted by the Respondent which fall outside of the jurisdiction of the Tribunal and on which no findings have been made do not constitute relevant other factors for these purposes.
56. The Tribunal considers that the key element is therefore the Respondent's conduct. The Tribunal need not repeat the facts found and the reasons for a rent repayment order being made.
57. The Applicants applied for a rent repayment order for a sum equivalent to 9 months' worth of rent. The Applicants suggested in the hearing that there had been a period of 9 months from the extension of the tenancy, being the period for which they had experienced harassment and hence that was the period for their claim. The Applicants accepted, without prompting, that the period from the extension of the property had in fact been 6 months or thereabouts, whilst the matters that the Tribunal found to amount to an offence started later.
58. It is very relevant that there are no allegations, and no findings, of threats of violence and there were no physical incidents. Neither did instances of harassment occur several times a day, or even several times a week, as sadly the courts and tribunals often encounter. There were periods of time between one instance of an attendance by a cleaner or prospective purchaser and another and between one communication from the Respondent and another. The Applicants presented as having found the Respondent's requirements ahead of the notice served as being inconvenient and annoying on the whole, rather than far beyond that. It is apparent that the effects increased during the last few weeks of the occupation.
59. The Respondent's conduct does not sit at the top of the scale. However, that is not to detract from the findings made, including as to the inconvenience and distress caused to the Applicants. Those must be properly reflected in the order made. So too must the repeated reference the Respondent's position as a solicitor and consequent intimidation.

60. The finding made above is that there was no behaviour with a relevant impact upon the enjoyment of the property by the Applicants until June 2019. There was such behaviour in June 2019 and for a subsequent period prior to the service of the notice on 4th September 2019, as found above. There was more relevant behaviour thereafter and found to have greater impact on the Applicants.
61. Whilst, as referred to above, the Tribunal considers that the Respondent's behaviour was in a large part a reflection of her circumstances and financial pressures- having, the Respondent states in her case, been made redundant, which prompted her to wish to sell the property- that does not alter the conduct itself nor the effect upon an occupier.
62. The amount of any rent repayment order is a penal sum and not compensation. The Tribunal is not limited to awarding rent repayment only for the exact period of the Respondent's conduct or indeed to any given period.
63. However, taking account of all the relevant considerations, the Tribunal considers that it is relevant to have regard to the approximate period of the behaviour of the Respondent which amounted to the offence and so a period of 3 months ending 4th September 2019 and a further period of 2 months commencing the day after receipt of the notice. The Tribunal considers that to do so assists in identifying the appropriate penalty to reflect the Respondent's conduct and the other considerations.
64. The Tribunal considers that the more significant behaviour of the Respondent and increased concern caused to the Applicants for the final 2 months are most appropriately addressed by awarding a penalty of a higher percentage of the rent to be repaid for that period than for the earlier period.
65. Taking the various relevant factors into account, the Tribunal has determined that the appropriate amount for a rent repayment order is £3080 and makes a rent repayment order in the sum of £3080.
66. The amount of the order equates to 50% of the rent paid by the Applicants from 5th June to 4th September 2019 and 100% of the rent from 5th September 2019 to 4th November 2019, although the Tribunal used those percentages to test the appropriateness of the figure considered by the Tribunal to be appropriate rather than applying them specifically.
67. The sum of that order, namely £3080, is to be paid by the Respondent, within 28 days of the date of this decision.

Application for refund of fees

68. The Applicants asked the Tribunal to award the fees paid in respect of the application should they be successful, namely reimbursement of the £100 issue fee and the £200 hearing fee paid.
69. The fees having needed to be paid in order to bring the claim and the Applicants having been successful in the proceedings, it is appropriate to order and the Tribunal orders the Respondent to refund the £300 to the Applicants, within 28 days of the date of this decision in addition to the amount of the rent repayment order itself.

Rights of appeal

1. 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.
2. 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.
3. 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.
4. 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.

Appendix of relevant legislation

Protection from Eviction Act 1977

Section 1 Unlawful eviction and harassment of occupier

- (1) In this section “residential occupier”, in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.
- (3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if-
- (a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
- (b)
- and in either case he knows or has reasonable cause to believe that that conduct is likely to cause the residential occupier to give up occupation of the whole or part of the premises
- (3B) A person shall not be guilty of a offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts.....

Housing Act 1988

Section 21 Recovery of possession on expiry or termination of assured shorthold tenancy

- (1) Without prejudice to any right of the landlord under an assured shorthold tenancy to recover possession of the dwelling-house let on the tenancy in accordance with Chapter I above, on or after the coming to an end of an assured shorthold tenancy which was a fixed term tenancy, a court shall make an order for possession of the dwelling-house if it is satisfied—
- (a) that the assured shorthold tenancy has come to an end and no further assured tenancy (whether shorthold or not) is for the time being in existence, other than [an assured shorthold periodic tenancy (whether statutory or not); and
- (b) the landlord or, in the case of joint landlords, at least one of them has given to the tenant not less than two months' notice in writing stating that he requires possession of the dwelling-house.

Housing and Planning Act 2016

Chapter 4 RENT REPAYMENT ORDERS

Section 40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
- (a) repay an amount of rent paid by a tenant, or
 - (b)
- (3) A reference to “an offence to which this Chapter applies” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

Act	section	general description of offence
Criminal Law Act 1977	section 6(1)	violence for securing entry
Protection from Eviction Act 1977	section 1(2), (3) or (3A)	eviction or harassment of occupiers
Housing Act 2004	section 30(1)	failure to comply with improvement notice
	section 32(1)	failure to comply with prohibition order etc
	section 72(1)	control or management of unlicensed HMO
	section 95(1)	control or management of unlicensed house
This Act	section 21	breach of banning order

- (4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

Section 41 Application for rent repayment order

- (1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
- (2) A tenant may apply for a rent repayment order only if —
- (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
 - (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

Section 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.
- (3) The amount of a rent repayment order under this section is to be determined in accordance with—
 - (a) section 44 (where the application is made by a tenant);
 - (b)
 - (c) section 46 (in certain cases where the landlord has been convicted etc).

Section 44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

- (2) The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed	the amount must relate to rent paid by the tenant in respect of
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section 40(3)	a period, not exceeding 12 months, during which the landlord was committing the offence

- (3) The amount that the landlord may be required to repay in respect of a period must not exceed—

- (a) the rent 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.