

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/0010/07/23

In the Matter of: 97, Arabella Street, Cardiff, CF24 4SX

In the matter of an Application under Section 73(5) Housing Act 2004 for a Rent Repayment Order

APPLICANT: (1) Rhian-Carys Jones
(2) Nathan Luck
(3) Annabel Faith Stonehewer
(4) Krystyna Milejski

RESPONDENT: (1) Mr David Bryant
(2) Mulberry Real Estate Ltd

Tribunal:

Tribunal Judge Richard Payne (Legal chairperson)
Mr. A. Weeks (Surveyor member)
Mrs. C. Calvin-Thomas (Lay member)

Heard at Oak House, Cleppa Park on 30th November 2023.

Appearances;

Ms Krystyna Milejski, Ms Rhian-Carys Jones and Ms Annabel Faith Stonehewer for the Applicants.

Mr David Bryant for the Respondents.

DECISION

The Tribunal makes a rent repayment order against the Respondents who must pay to the Applicants the sum of £2336.89 within 14 days of the date of this decision. The Respondents are to repay the first applicant £722.88, the second applicant £696.74, the third applicant £679.25 and the fourth applicant £238.02.

REASONS

Background.

1. The Applicants were students and tenants of the landlord, first Respondent, Mr Bryant, and later, of Mulberry Estates Limited, who had a tenancy agreement of 97, Arabella Street, Roath, Cardiff, CF24 4SX (“the property”). The first three applicants had a tenancy agreement from 1st July 2022 until 30th June 2023 together with another individual who vacated and whose place as a tenant was taken by the fourth applicant Ms Milejski with effect from 11th September 2022. The property was managed by CPS Homes. The tenancy agreement required the payment of £1440.00 per month to be paid to CPS Homes on the first day of each month. There were four tenants. The tenants were jointly and severally liable for the monthly rent but in practice paid £360 per month each (£1440 divided by four), save for July 2022 when half the monthly rent was payable, namely, £720.00 in total or £180.00 each for the four tenants (in practice for the purposes of this case, that applied to the first, second and third applicants.) The rent was exclusive of all utility bills.
2. On 20th July 2023 at Cardiff Magistrates Court, Mr Bryant and, separately, Mulberry Real Estate Limited, pleaded guilty and were convicted of offences under section 72 of the Housing Act 2004 in relation to the property in that on or about 7th October 2022 they were persons having control of or managing a House in Multiple Occupation (HMO) but failed to licence it.
3. The Applicants thereafter applied to this tribunal for a rent repayment order (“RRO”) under section 73(5) of the Housing Act 2004. The four applicants made separate applications and the dates that their applications were received by the tribunal were as follows;
 - a. First applicant Rhian-Carys Jones- 24th July 2023.
 - b. Second applicant Nathan Luck – 30th July 2023.
 - c. Third applicant Annabel Faith Stonehewer – 2nd August 2023.
 - d. Fourth applicant Krystyna Milejski- 19th August 2023.
4. The tribunal gave directions for the preparation of the case and the parties each accordingly prepared a bundle of documents for the hearing. The tribunal had a PDF hearing bundle of 230 pages comprising the parties' hearing bundles, and numbers in square brackets in this decision denote the page number of a document in that PDF hearing bundle.

THE HEARING.

Applicants’ case.

5. The tribunal heard from Ms Milejski, Ms Jones and Ms Stonehewer. The applicants’ evidence taken together described how after a visit from Mr Huw Gronow,

Environmental Health Officer in September 2022, that they were told that the house had no HMO licence and that there were also number of fire hazards and matters that required remedial work. The applicants described work being undertaken by workmen, sometimes with little or no notice. They described their unhappiness with managing agents CPS Homes who had they said were at fault for not giving them sufficient notice of works being undertaken. They said that this situation was worse in the two months before they vacated when there would be numerous builders including at weekends around the time that they had exams.

6. The tribunal was told that works included replacing doors to make them comply with fire regulations, and the replacement of windows so that there could be a means of emergency escape. The visits from Mr Gronow were in the third week of September 2022 and in October 2022 whilst the majority of the works were undertaken from April 2023.
7. The applicants' evidence was that the property had looked 'fine' when they looked at it in October 2021, and they next saw it when moving in in July 2022. The property needed a clean and Ms Jones described how they also had concerns about damp and mould. Ms Jones is a singer and was concerned about the damp and mould within the house. This was not adequately dealt with by CPS Homes who said that there may have been problems with the guttering being blocked by leaves and suggested that the applicants purchase a dehumidifier. The applicants felt that this was too expensive, however. Ms Milejski said that they were also advised to keep windows open to ventilate the property to help deal with damp and mould, but that this did not help. Ms Milejski also described a problem with mice at the property.
8. Ms Jones said that the damp and mould issues in the property were such that it affected her ability to sing- she was unable to do so for a couple of months and so she had to leave the property to return home. As soon as she was out of the property she was fine, and she confirmed that she had not experienced these difficulties previously in her life.

Respondent's case.

9. Mr Bryant referred to his statement and exhibits in the bundle of documents that he had prepared for the tribunal [220 – 230]. He explained that he had previously owned a number of rental properties, all of which have now been sold, and he had always outsourced the management of those properties. Mr Bryant said that he had told CPS Property Management to get on with things but accepted that he had not paid enough attention to CPS's management of his properties, and he said that he took full responsibility for the situation. He said that CPS Homes had authority to proceed with minor work up to £80 or £100 without contacting him but if there was anything more major that needed doing his attitude had always been to instruct them to get on and do it.
10. Mr Bryant said that when he had first brought the property it was not part of the additional licensing scheme but when it was brought in and he became aware in 2014

or 2015 that he needed a licence, then he applied for it. He described how there was work that should have been done in 2015, for example providing extra protection to the underside of the stairs and other work and he had instructed CPS Homes to do this. He said that he should have checked that this was done since he described this as being what had concerned the magistrates but he said that “I don’t have an excuse.”

11. Whilst stressing that he was responsible and he did not seek to evade that responsibility, Mr Bryant also made it clear that the issues raised by the applicants in this case were new to him and he had not been previously made aware of them, for example issues with the state of the property with mould and damp. Mr Bryant confirmed that he did not know the applicants and had not previously met them, before the hearing. He was particularly concerned to hear that Ms Jones, as an opera singer, had had to vacate the property and said that if he had been approached by CPS Homes about this then he would have purchased a dehumidifier for the applicants and would probably have instructed CPS Homes to reduce the rent. Mr Bryant took the opportunity to apologise to the applicants and said that he did not blame them for seeking a rent repayment order.
12. By way of background, Mr Bryant confirmed that he had been on the appropriate courses in 2014 and renewed his landlord registration with Rent Smart Wales (RSW). He said that the previous HMO licence was granted in 2014/15 and it expired around 2019/20 during the period of the Covid pandemic. He said he had recently learned from his wife that she had taken a phone call in the summer of 2021 telling her that the licence had expired but that the Council would be in touch with them and let them know when they could visit and be in a position to get it renewed. Mr Bryant’s understanding was that the Council would be in touch.
13. Mr Bryant said that he had assumed wrongly, that if the HMO licences needed renewing, that CPS Property Management would have a system flagging that and that he would have received reminders from them. However, he stressed that he took responsibility and that it was his fault that the licence was not renewed. He said that CPS would take 10% of the rent and he would receive a statement at the end of the month explaining the other things that they had done. He said that the more things that they do the more money they will take out.
14. In terms of the HMO licence, Mr Bryant said that his previous HMO licence was applied for on his behalf by CPS and he said that he had to chase them about this. Mr Bryant confirmed that, as per his statement, he received communication from the council in June 2022 informing him that the HMO licences on 36 Alfred Street and 97 Arabella Street had expired. Mr Bryant said that he instructed CPS Homes to renew the licences on 21 June 2022. He received a further letter from Mr Gronow of Shared Regulatory Services of Cardiff Council on 3 August 2022 when he chased CPS Homes again. Mr Bryant said that he was obliged to chase up CPS Homes again in October 2022 as on 11 October they had still not submitted the licence applications and said they needed a photograph of him. He maintained that CPS Homes submitted an HMO licence

application on his behalf for both 36 Alfred Street and 97 Arabella Street with all of the relevant documents and the fee on 18 October 2022, a copy of the email confirming this in relation to 97 Arabella Street was at [222] of the hearing bundle.

15. Mr Bryant's evidence was that an HMO licence for the property in the name of Mulberry Real Estate Ltd was issued on 29th March 2023, Licence number 527772 and was at page [223]. Mr Bryant said that there was effectively no difference between him and the company that were fined by the magistrates' court and he asked the tribunal to take into account the amount he had already been fined when considering the amount of any rent repayment order to be made.
16. Mr Bryant accepted that from the commencement of the tenancy until the application for the HMO licence was submitted on 18 October 22, that the property was an unlicensed HMO, and he did not oppose the making of a rent repayment order and accepted that it was appropriate for such an order to be made in this case. The tribunal drew Mr Bryant's attention to the provisions of section 74(5) of the Housing Act 2004, namely that the amount required to be paid by virtue of a rent repayment order is to be such amount as the tribunal considers reasonable in the circumstances, and that the tribunal may take into account the conduct and financial circumstances of the appropriate person, namely of Mr Bryant under section 74(6)(d). Mr Bryant did not make any representations in this regard and as noted, did not oppose the making of a rent repayment order.
17. Mr Bryant confirmed that he did not have any information to suggest that the Applicants had not been good tenants and he did not make any representations about the Applicants' conduct of the tenancy. He did not seek any reductions to any potential rent repayment order on the basis of tenant conduct.

Decision.

18. The tribunal notes that the property was not licensed as an HMO until 18 October 2022. This was subsequently confirmed by Mr Gronow as being correct. Mr Bryant did not dispute that he was the person having control of or managing the HMO which was required to be licensed, and that he was the appropriate person for the purposes of a rent repayment order. The date of conviction in the magistrates' court was 20 July 2023 and the applications to the tribunal were made on 24th and 30th July 2023, 2nd and 19th August 2023 well within the 12-month period to be taken into account under section 74(8) of the Act.
19. For the purposes of this application therefore any rent repayment order may not require the payment of any payment of rent which is in respect of any time falling outside the period of 12 months ending with the date of the application to the tribunal. Therefore, the relevant period for which a rent repayment order could be made in this case differs for the four applicants but is as follows;
 - a. For Rhian-Carys Jones from 24 July 2022 until 17 October 2022.
 - b. For Nathan Luck, from 30th July 2022 until 17th October 2022.
 - c. For Annabel Faith Stonehewer from 2nd August 2022 until 17th October 2022.

- d. For Krystyna Milejski from 19th August 2022 until 17th October 2022.
20. The first decision for the tribunal is whether or not to make a rent repayment order at all. In this case, the property was not licenced as an HMO and cannot be treated as being licensed until 18 October 2022 which was when the effective application for the licence was made under section 63 of the Act. Accordingly, under section 73 (1), the property was an unlicensed HMO between the commencement of the tenancy and 17 October 2022. Mr Bryant did not dispute the evidence of the applicants about the state of the property, and indeed he apologised to them for it. Mr Bryant very fairly, accepted full responsibility for matters at the property of which he was personally unaware, but which had been reported to his agents CPS Homes. Mr Bryant did not oppose the application for a rent repayment order. The tribunal notes that amongst the matters for which Mr Bryant and the respondent company were convicted at the Magistrates Court were various breaches of the Management of Houses in Multiple Occupation (Wales) Regulations 2006 relating to various defects at the property including the failure to provide thumb turn locks to bedroom doors, failure to provide fire doors and escape windows to all bedrooms, failure to fire proof the under stairs cupboard and maintain a fire door to the kitchen.
21. Mr Bryant also accepted that he had not been made aware of any concerns or complaints about the conduct of the occupiers.
22. The tribunal were provided with evidence in the hearing bundle by means of bank statements, verified by a statement of truth, that each of the applicants had paid the rent for their respective periods of occupation. This was not disputed by Mr Bryant and the tribunal find that the payments were made to CPS Homes.
23. The tribunal noted that the previous HMO Licence for the property, according to the e mail from Mr Gronow to the applicants sent on 11th October 2022 [12], was granted from 2015 and had expired in 2020. The tribunal, taking all of these matters into account, considered that it was appropriate to make a rent repayment order in the circumstances. The next decision for the tribunal is what amount would it be reasonable to order in the circumstances in accordance with section 74(5)? The tribunal has taken into account those matters referred to in section 74(6)-(8). The payments were made by the applicants and there was no element of Housing benefit in those payments.
24. The Upper Tribunal considered the amount to be repaid under a RRO in *Parker v Waller* [2012] UKUT 301 (LC) where George Bartlett Q.C, the then President of the Lands Chamber said at paragraph 26 in relation to applications by occupiers under the Housing Act 2004
- "[26] ... the occupier RRO provisions have a number of purposes – to enable a penalty in the form of a civil sanction to be imposed in addition to the fine payable for the criminal offence of operating an unlicensed HMO; to help prevent a landlord from profiting from renting properties illegally; and to resolve the problems arising from the withholding of rent by tenants (sc on the basis of illegality). What amount it would be "reasonable in the circumstances" for an RPT to order to be repaid*

under an RRO must be considered in relation to these purposes. The following points, in my view, should be borne in mind:

- i) Since the RRO provisions are in their nature penal, an RPT must be satisfied on every matter that is determinative of the tenant's entitlement to an order or its amount. It must be satisfied of the matters set out in section 73(8), and it must take into account the particular matters set out in section 74(6) as well as any other matters that may be material.*
- ii) Since the landlord is liable to suffer two penalties – a fine and an RRO – it will be necessary to take this into account. An RPT should have regard to the total amount that the landlord would have to pay by way of a fine and under an RRO. There may be a tension between the imposition of a fine and the making of an RRO. The maximum fine is £20,000, and this shows the seriousness with which Parliament regards the offence. In the present case the magistrates imposed a fine of £525, which would suggest that they did not consider this particular offence to be other than minor. The RPT, however, is entitled to take a different view about the seriousness of operating the HMO without a licence.*
- iii) There is no presumption that the RRO should be for the total amount received by the landlord during the relevant period unless there are good reasons why it should not be. The RPT must take an overall view of the circumstances in determining what amount would be reasonable.*
- iv) Paragraph (a) of section 74(6) requires the RPT to take into account the total amount of rent received during any period during which it appears to it that the offence was being committed. It needs to do that because the RRO can only be made in respect of rent received during that period. It is limited to the period of 12 months ending with the date of the occupier's application (see section 74(8)). But the RPT ought also to have regard to the total length of time during which the offence was being committed, because this bears upon the seriousness of the offence.*
- v) The fact that the tenant will have had the benefit of occupying the premises during the relevant period is not, in my judgment a material consideration or, if it is material, one to which any significant weight should be attached. This is because it is of the essence of an occupier's RRO that the rent should be repaid in respect of a period of his occupation. While the tenant might be viewed as the fortunate beneficiary of the sanction that is imposed on the landlord, it is only misconduct on his part (see paragraph(e)) that would in my view justify the reduction of a repayment amount that was otherwise reasonable.*
- vi) Payments made as part of the rent for utility services count as part of the periodical payments in respect of which an RRO may be made. But since the landlord will not himself have benefited from these, it would only be in the most serious case that they should be included in the RRO.*

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

25. There have been many recent cases in the Upper Tribunal regarding the conduct of rent repayment order cases and the calculation of the amount of the order. Whilst these have originated on appeal from the First tier Tribunal and concern cases in England decided under the Housing and Planning Act 2016, (“HPA 2016”) the principles are of equal application to the RPT in Wales. Section 44 of the HPA 2016 is headed “Amount of order: tenants”, and says in section 4 that in determining the amount of the order 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.

26. The English cases are decided in accordance with section 44 HPA 2016, but those factors to be taken into account effectively mirror section 74 (6) (c)-(e) of the Housing Act 2004 that remains applicable in Wales and which sets out the same considerations. However, one important distinction between the law in England and Wales is that in Wales, as noted in paragraph 23 above, on an application by the tenant, the tribunal is still to make an order for such amount as it considers to be reasonable in the circumstances. Further, in England, section 44(3) of HPA 2016 says that 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. The Housing Act 2004 provisions in force in Wales refer to the amount the tribunal considers reasonable in section 74(5) but there is no provision equivalent to section 44(3) relating to amounts that **must not exceed** the rent paid. (Our emphasis).

27. In the case of **Vadamalayan v Stewart [2020] UKUT 183 (LC)**, the Upper Tribunal held that the amount payable should be the amount of the rent less the cost of utilities. This case was subsequently considered in **Williams v Parmar [2021] UKUT 244 (LC)** which held that the words “The amount must relate to the rent paid during the period...” (section 44(2) HPA 2016) does not mean “equate to the rent paid during the period”, and found that the starting point for a rent repayment order is not the whole rent paid during the period in which the landlord was in breach. Mr Justice Fancourt said, at paragraph 25 *“that the amount of the RRO must always “relate to” the amount of the rent paid during the period in question. It cannot be based on extraneous considerations or tariffs, or on what seems reasonable in any given case. The amount of the rent paid during the relevant period is therefore, in one sense, a necessary “starting point” for determining the amount of the RRO, because the calculation of the amount of the order must relate to that maximum amount in some way. Thus, the*

amount of the RRO may be a proportion of the rent paid, or the rent paid less certain sums, or a combination of both. But the amount of the rent paid during the period is not a starting point in the sense that there is a presumption that that amount is the amount of the order in any given case, or even the amount of the order subject only to the factors specified in s.44(4).” He added at paragraph 26: “Vadamalayan is authority for the proposition that an RRO is not to be limited to the amount of the landlord’s profit obtained by the unlawful activity during the period in question. It is not authority for the proposition that the maximum amount of rent is to be ordered under an RRO subject only to limited adjustment for the factors specified in s. 44(4).”

28. In **Acheampong v Roman and others [2022] UKUT 239 (LC)**, Judge Elizabeth Cooke approved the approach outlined in *Williams v Parmar* and that the maximum amount of rent should only be ordered when the offence is of the most serious kind. In two appeals dealt with by Judge Cooke in this case, the FTT had taken the full rent as the starting point and found that it could only make deductions for the conduct of the tenant, but in the absence of evidence of such conduct, maintained the full rent as the basis for the order. In the other case the FTT had treated the full rent as the default position and had made a deduction because the appellant had been a good landlord. The Upper Tribunal found that taking the full rent as the starting point fettered its discretion. Judge Cooke set out a practical four-stage process for decision making at paragraph 20 of **Acheampong**.
- a. Ascertain the whole of the rent for the relevant period.
 - b. Subtract any element of that sum for payments for utilities that only benefited the tenant, such as gas, electricity and internet access.
 - c. Consider how serious the offence was, both compared to other types of offence in respect of which a RRO can be made and compared to other examples of the same type of offence, and then determine what proportion of the rent after the deductions as above is a fair reflection of the seriousness of the offence. That figure is then the starting point. Judge Cooke explained that this is an assessment of the conduct of the landlord specifically in the context of the offence itself- “how badly has this landlord behaved in committing the offence?” (Paragraph 21 of *Acheampong*.)
 - d. Consider whether any deduction from, or addition to that figure should be made in the light of the other factors set out in section 44(4). These are the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has been convicted of an offence to which this chapter applies. In Wales, these are the equivalent of the factors in section 76(4)(c)(d) and (e) Housing Act 2004.
29. In a subsequent decision of Judge Cooke, in **Hancher v David [2022] UKUT 277 (LC)**, she confirmed that the decision in *Acheampong* was intended as practical guidance to the FTT and she applied the four-stage approach.
30. Applying that four-stage approach to the current case, the appropriate figures are included as a table in Appendix One to this decision and further explained in paragraphs 34-37 below. The tenancy agreement describes that the utilities and bills are payable in addition to the rent and so there are no deductions from that figure for

stage two. There was no evidence before the tribunal of any benefits to be deducted. The third stage is to consider the seriousness of the offence.

31. In the current case, the Respondent was a landlord with more than one property and must be taken to have known the licensing requirement for licensing an HMO since there had been a previous HMO licence which had expired. Mr Bryant additionally will have been required to register as a landlord and undertake training in Wales for Rent Smart Wales under the Housing (Wales) Act 2014. Whilst the covid pandemic affected many matters including, on Mr Bryant's evidence, the HMO licensing scheme, it did not relieve him of his obligation to note the licensing periods. On the evidence, Mr Bryant has not been well-served by his agents CPS Homes, who do not appear to have had an effective system to ensure that the HMO licence was renewed on time (but might have been expected to have such a system) but, as Mr Bryant repeatedly stressed and accepted, he remained responsible for renewing the licence and the tribunal find that he was aware that the licence needed renewing and he could and should have chased up his agents with greater diligence to ensure the application was submitted sooner. It is an aggravating factor that the previous licence had expired in 2020. The Magistrates Court clearly considered these to be serious offences and imposed fines of £3,300 upon Mr Bryant for failing to licence the property as an HMO and £3,300 in respect of each breach of the Management of Houses in Multiple Occupation (Wales) Regulations 2006.
32. The tribunal takes into account the public policy reasons for HMO licencing, for local authorities to be able to improve the safety of housing and to maintain and regulate standards of housing in their areas and that the law has designated a failure to comply to be a criminal offence. The purpose of rent repayment orders is also to punish defaulters and to deter future offences, but this does not require the imposition of disproportionate penalties as per paragraph 58 of Deputy Chamber President Martin Rodger KC's decision in **Daff v Gyalui and Aiach-Kohen [2023] UKUT 134 (LC)**. The tribunal note that the HMO Licence, on Mr Bryant's evidence had expired well before June 2022, the end of the previous occupants' tenancy and well before the commencement of the applicants' tenancy. There is much administrative paperwork to be undertaken, or that should be undertaken, at the change of tenants, and the agents CPS Homes, and by extension, Mr Bryant, should have realised the unlicensed status then and taken steps to remedy it. When all these factors are taken together, the offence is of sufficient seriousness to warrant an order for repayment of 50% of the rent.
33. In taking into account the factors in section 74(6) (c) - (e), Mr Bryant and Mulberry Real Estate Limited have been convicted of offences in the Magistrates Court relating to the HMO being unlicensed, there is no conduct on the part of the applicants that warrants a reduction in the amount of the repayment order. Although upon his evidence Mr Bryant personally was unaware of the poor condition of the property, he did not dispute this and did not seek to evade responsibility for it. He accepted the evidence of the applicants about the damp and mould and the work undertaken and

disruption to the tenants as a result. However, with regard to that latter point, the tribunal notes that the table provided by the applicants of incidents of workmen and construction at the property shows that this took place between 27th April 2023 and 16th June 2023 [211-214]. This was at a time when in law, the property was licensed, an HMO licence having been granted on 29th March 2023, and so the tribunal disregards those matters in coming to its decision. This tribunal makes a rent repayment order for an amount that it considers reasonable in the circumstances and applying the four-part Acheampong approach, and the condition of the property, the tribunal determines that it is reasonable for a rent repayment order to be made for 75% of the total rent payable for the relevant period.

34. In relation to Ms Jones, her application was received on 24th July 2023. The rent per calendar month for July 2022 was half rent at £180.00 per person, or £5.81 per day. Eight days at £5.81 = £46.48. The rent paid for August and September was £360.00 per month. The rent for October per person was £360, or £11.61 per day. Seventeen days at £11.61 = £197.37. The total rent paid by Ms Jones for the relevant period was therefore **£963.85**. The amount to be repaid to Ms Jones is therefore 75% of £963.85, namely **£722.88**.
35. In relation to Mr Luck, his application was received on 30th July 2023. The rent per calendar month for July 2022 was half rent at £180.00 per person, or £5.81 per day. Two days at £5.81 = £11.62. The rent paid for August and September was £360.00 per month. The rent for October per person was £360, or £11.61 per day. Seventeen days at £11.61 = £197.37. The total rent paid by Mr Luck for the relevant period was therefore **£928.99**. The amount to be repaid to Mr Luck is therefore 75% of £928.99, namely **£696.74**.
36. In relation to Ms Stonehewer, her application was received on 2nd August 2023. The rent per calendar month for August 2022 was £360.00 per person, or £11.61 per day. Thirty days at £11.61 = £348.30. The rent paid for September was £360.00 per month. The rent for October per person was £360, or £11.61 per day. Seventeen days at £11.61 = £197.37. The total rent paid by Ms Stonehewer for the relevant period was therefore **£905.67**. The amount to be repaid to Ms Stonehewer is therefore 75% of £905.67, namely **£679.25**.
37. With regard to the fourth applicant, Ms Milejski, her application was received on 19th August 2023. The evidence that she submitted in support showed that her tenancy commenced on 11th September 2022 but that during the relevant period, she paid £120 in rent for September, on 9th September 2022 [23 and 117], and £240.00 in rent for October on 3rd October 2022 [24 and 118]. For the 19 days at £12 per day for which she was a tenant in September, the rental amount would be £228 (at £360 per calendar month) but there is only evidence of payments of £120.00. For the 17 days in October 2022 at £360 per person per calendar month, likewise the payments would be 17 x £11.61, namely £197.37. Therefore, Ms Milejski's payments for the relevant

period are £317.37. The amount to be repaid to Ms Milejski is therefore 75% of that amount, namely **£238.02**.

38. The tribunal orders the Respondents to pay the amount of £2336.89 to the Applicants within 14 days of the date of this decision.

Dated this 30th day of April 2024.

Tribunal Judge R. Payne

Appendix One.

Calculation of the rent repayment order.

First applicant- Rhian-Carys Jones.

Tenancy starts

01-Jul-22

Tenancy ends

30-Jun-23

Date of application

24-Jul-23

Date of HMO application

18-Oct-22

Relevant period

24-Jul-22- 17th October 2022.

	Rent	Days in month	Days in relevant period	Max rent claimable
Rent pp pcm	£360.00			
Rent pp pcm July	£180.00			
Rent pp per day July	£5.81	31	8	£46.48
Rent pp per day Aug	£11.61	31	31	£348.30
Rent pp per day Sep	£12.00	30	30	£360.00
Rent pp per day Oct	£11.61	31	17	£197.37

			Grand Total max rent:	£963.85
			<i>% as deemed by Tribunal:</i>	75%
			Amount of RRO:	£722.88

Second applicant Nathan Luck.

Tenancy starts 01-Jul-22
Tenancy end 30-Jun-23
Date of application 30-Jul-23
Date of HMO application 18-Oct-22
Relevant period 30-Jul-22 - 17-Oct-22

	Rent	Days in month	Days in relevant period	Max rent claimable
Rent pp pcm	£360.00			
Rent pp pcm July	£180.00			
Rent pp per day July	£5.81	31	2	£11.62
Rent pp per day Aug	£11.61	31	31	£360.00
Rent pp per day Sep	£12.00	30	30	£360.00
Rent pp per day Oct	£11.61	31	17	£197.37
			Grand Total max rent:	£928.99
			<i>% as deemed by Tribunal:</i>	75%
			Amount of RRO:	£696.74

Third applicant- Ms Stonehewer.

Tenancy start 01-Jul-22
Tenancy end 30-Jun-23
Date of application 02-Aug-23
Date of HMO application 18-Oct-22
Relevant period 02-Aug-22 17-Oct-22

	Rent	Days in month	Days in relevant period	Max rent claimable
Rent pp pcm	£360.00			
Rent pp per day Aug	£11.61	31	30	£348.30
Rent pp per day Sep	£12.00	30	30	£360.00
Rent pp per day Oct	£11.61	31	17	£197.37

			Grand Total max rent:	£905.67
			<i>% as deemed by Tribunal:</i>	75%
			Amount of RRO:	£679.25

Fourth Applicant Ms Milejski.

Tenancy start 11-Sep-22
Tenancy end 30-Jun-23
Date of application 19-Aug-23
Date of HMO application 18-Oct-22
Relevant period 19-Aug-22 17-Oct-22

	Rent	Days in month	Days in relevant period	Max rent claimable
Rent pp pcm	£360.00			
Rent paid 9 Sep	£120.00	30	19	£120.00
Rent paid 3 Oct	£240.00	31	17	£ 197.37
			Grand Total max rent:	£317.37
			<i>% as deemed by Tribunal:</i>	75%
			Amount of RRO:	£238.02