

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

REFERENCE: RPT/0023/01/25

IN THE MATTER OF: 32 Southlands Drive, Westcross, Swansea,
SA3 5RA

APPLICATION: An Application under Section 32(1) (c) of the
Housing (Wales) Act 2014 for a Rent Repayment
Order

APPLICANT: Amir Ostad Hassain Panjehali

RESPONDENT: Gareth Rhys Davies

TRIBUNAL: Tribunal Judge Kelly Byrne
Hefin Lewis, Surveyor Member
Jack Rostron, Surveyor Member

VENUE: Via the Teams platform

DATE: 27th June 2025

DECISION

The application is allowed and the Respondent is to pay the Applicant a Rent Repayment Order in the sum of £2,500.00 within 14 days of this decision.

Background

1. The Tribunal received an application, dated 13th January 2025 from Mr Amir Ostad Hassain Panjemali ("the Applicant"), in respect of 32 Southlands Drive, Westcross, Swansea ("the Property"). The application is made under Section 32(1) of the Housing (Wales) Act 2014 ("the Act") for a Rent Repayment Order, against Gareth Davies ("the Respondent"), for payments of rent that the Applicant states he has paid to the Respondent, by way of rent.

Preliminary matter

2. On 24th June 2025, the Tribunal office received an email from the Respondent requesting that the hearing which was listed for the 27th of June 2025, be vacated as he was no longer able to attend due to work commitments. Further enquires were made of the Respondent regarding the work commitments that

he referred to. Upon receipt of the further information the request for an adjournment was refused and further directions issued, allowing the Respondent to make written submissions, if he chose not to attend the hearing.

The Applicants' case

3. The Applicant states that on 7th August 2025, the Respondent was convicted of an offence contrary to Section 7(5) of the Housing (Wales) Act 2014, carrying out property management activities without a licence, at Cardiff Magistrates Court. The Respondent appealed the conviction to Cardiff Crown Court. The Crown court dismissed the appeal and upheld the conviction on 10th January 2025.
4. As a result of the conviction, Rent Smart Wales, who are the licensing authority, wrote to the Applicant to advise him that due to the Respondents conviction, he could make an application to the Residential Property Tribunal for a rent repayment order under section 32 of the Act. Advising that he could claim for a maximum of 12 months' rent, for the period that the Respondent, as his landlord, was unlicensed.
5. The Applicant states that his tenancy at the property started on 15th May 2023. That the rent was £2,000 a month and that he paid a £2,000 a month deposit.
6. The Applicant produced a signed witness statement, dated 27th March 2025 in which he states "*Throughout my tenancy, I met my rental obligations. On two occasions, the rent was paid a few days late, but full payments were made and accepted without dispute. Despite serious disrepair at the property, including persistent bathroom issues that were never addressed, I continued to pay rent without fail until 15 August 2024*"
7. The Applicant states that due to a breakdown in the business relationship between himself and the Respondent, that he was unlawfully evicted from the property on 18th November 2024. The Applicant sets out allegations of several grievances between himself and the Respondent, which are not within the jurisdiction of this Tribunal and will not be referred to in this decision.
8. In support of his case the Applicant has provided a copy of an unsigned Assured Shorthold Tenancy Agreement, dated 15th May 2023, between himself and the Respondent, in respect of the property [p.10-14].
9. The Applicant has also provided screenshots of bank transactions between himself and the Respondent. These cover the period from 17th June 2023 to 15th July 2024 [p.15-27] and are for varying amounts of money.
10. During the hearing the Tribunal took the Applicant through each of the bank transactions, to determine whether the payments that were being made to the Respondent were for rent. The Applicant advised the Tribunal that he had a

business relationship with the Respondent and that they run Airbnb's. He stated that whilst his rent of £2,000 was due on the 15th of each month, sometimes payments were late and that sometimes he would pay less than the £2,000 as he would offset the money that the Applicant owed him for their business activities, against the rent.

11. The Applicant explained for example on p.26 of the bundle, there is a payment to the Respondent on 15th July 2024, for £1,886.00. The Applicant states that this is for the rent at the property, but that the Respondent owed him £114.00 for materials he had bought for the business, so he deducted this from the rental payment.

12. The Applicant also clarified that the following payments to the Respondent were not linked to rental payments and can be discounted by the Tribunal:

09/10/2023 - £20.00

14/02/2024 - £1,639.00

16/04/2024 - £318.59

17/06/2024 - £100.00

Total £2,077.59

13. The Applicant also accepted that there are a number of duplicate transactions which can also be discounted.

14. The Tribunal calculate that by discounting the non-relevant payments and the duplicated payments, that in total between 15th May 2023 – 15th July 2024, the Applicant has paid the Respondent £11,778.00.

15. The Applicant was questioned by the Tribunal in respect of the document exhibited as (Exhibit GD1), which states:

"My name is Amir Panjehali. I am a friend of Gareth Davies and I am staying at his home with him.

I do not have a tenancy agreement and I can confirm I am not a tenant"

16. Signed and dated 27th September 2023.

17. The Applicant stated that the Respondent asked him to sign a blank piece of paper for the business for use by Companies House. That he doesn't accept that the text was there when he signed it.

18. In his written statement, the Applicant states "In an apparent attempt to cover up his licensing offences, the Landlord tried to coerce me into denying my status as a tenant. When Barclays Bank attended the property in late 2023 to begin possession proceedings against the Landlord for mortgage arrears, he

pressured me to lie to the bank about my tenancy. I was threatened with consequences if I did not comply. Subsequently, the Landlord manipulated a document I signed under the false impression that it was related to our business and used it to falsely claim that I was not a tenant. I have since informed Barclays of the true position and provided them with the tenancy agreement and other evidence of my lawful occupation”

The Respondents case

19. As stated the Respondent failed to attend the hearing but produced written submissions and evidence. In his signed witness statement dated 25th April 2025, the Respondent denies renting the property to the Applicant. He states that he was unable to rent the property as it would be against the terms of his residential mortgage. He states that he would allow the Applicant to reside at the property and pay the mortgage cost of £2,000 per month, but that this was not as a tenant. He further states that he asked the Applicant to sign a waiver confirming that he was not a tenant (Exhibit GD1).
20. The Respondent states that the Applicant had requested that he forward a PDF, which was unsigned, which the Applicant requested so that he could provide it to the DWP as he was claiming benefits.
21. The Respondent states that the Applicant was removed as a director from the business and that he remained in the property rent free from July 2024 until November 2024. That there is an ongoing criminal matter concerning the Applicant and that the application before the Tribunal is revenge and is part of a number of other matters that the Applicant is trying to pursue.
22. The Respondent states that he received no payment for the property. He further states that his licence with Rent Smart Wales expired in June 2023 and that he was re-licensed in October 2023.
23. The Respondent produced further written submissions in response to the further directions order. He states “Monies that were due to be exchanged to cover my costs at the named property were not ever paid as we had an informal agreement that amounts for work at our business; as I was initially a partner who was not due to work any hours at our business as a customer facing staff. This is why he is not able to evidence any “rental payments” for this property.”

“He was then due to make payments to cover the cost of my mortgage but as he was unhappy about his removal from the company he never made any payments.”

“Having failed in my attempt to renew my landlord licence for technical reasons on the day it was due to expire my licence ran out and I have been given a fine of £6400 for my errors. The licence was renewed”

The Law

24. Section 7(1)-(3) of the Act, in summary, requires landlords to be licenced to carry out property management activities. Those activities include all normal management of residential properties such as the collection of rent, arranging for repairs, being the point of contact for the tenant and serving a notice to terminate the tenancy.

25. Section 32 of the Act states as follows (Tribunal emphasis added):

(1) A residential property tribunal may, in accordance with this section and section 33, make an order (a “rent repayment order”) in relation to a dwelling on an application made to it by—

(a) the licensing authority for the area in which the dwelling is located,
(b) the local housing authority for the area in which the dwelling is located, or
(c) a tenant of the dwelling.

(2) But a local housing authority may not make an application under subsection (1) without the consent of the licensing authority mentioned in paragraph (a) of that subsection (unless it is the licensing authority); and consent for that purpose may be given generally or in respect of a particular application.

(3) A “rent repayment order” is an order made in relation to a dwelling which requires the appropriate person (see subsection (9)) to pay to the applicant such amount in respect of the relevant award or awards of universal credit or the housing benefit paid as mentioned in subsection (5)(b), or (as the case may be) the periodical payments paid as mentioned in subsection (7)(b), as is specified in the order

(4) The tribunal may make a rent repayment order only if it is satisfied—

(a) where the applicant is the licensing authority or a local housing authority (as the case may be), of the matters mentioned in subsection (5);

(b) where the applicant is a tenant, of the matters mentioned in subsection (7).

(5) The tribunal must be satisfied—

(a) that at any time within the period of 12 months ending with the date of the notice of intended proceedings required by subsection (6) an offence under section 7(5) or 13(3) has been committed in relation to the dwelling (whether or not a person has been charged or convicted for the offence);

(b) that—

(i) one or more relevant awards of universal credit have been paid (to any person),

- (ii) or housing benefit has been paid (to any person) in respect of periodical payments payable in connection with a domestic tenancy of the dwelling,

during any period during which it appears to the tribunal that such an offence was being committed, and

- (c) the requirements of subsection (6) have been complied with in relation to the application.

(6) Those requirements are—

(a) that the authority making the application must have given the appropriate person a notice (a “notice of intended proceedings”)—

- (i) informing the person that the authority is proposing to make an application for a rent repayment order,
- (ii) setting out the reasons why it proposes to do so,
- (iii) stating the amount that it will seek to recover under that subsection and how that amount is calculated, and
- (iv) inviting the person to make representations to the authority within a period of not less than 28 days specified in the notice;

(b) that period must have expired, and

- (c) that the authority must have considered any representations made to it within that period by the appropriate person.

(7) The tribunal must be satisfied that—

(a) a person has been convicted of an offence under section 7(5) or 13(3) in relation to the dwelling, or that a rent repayment order has required a person to make a payment in respect of—

- (i) one or more relevant awards of universal credit, or**
- (ii) housing benefit paid in connection with a tenancy of the dwelling;**

(b) the tenant paid to the appropriate person (whether directly or otherwise) periodical payments in respect of the tenancy of the dwelling during any period during which it appears to the tribunal that such an offence was being committed in relation to the dwelling, and

(c) the application is made within the period of 12 months beginning with—

- (i) the date of the conviction or order, or**
- (ii) if such a conviction was followed by such an order (or vice versa), the date of the later of them.**

(8) In this section—

(a) references to an offence under section 7(5) do not include an offence committed in consequence of a contravention of subsection (3) of that section, and

(b) references to an offence committed under section 13(3) do not include an offence committed in consequence of a contravention of subsection (1) of that section.

(9) In this section—

“appropriate person”, in relation to any payment of universal credit or housing benefit or periodical payment in connection with a domestic tenancy of a dwelling, means the person who at the time of the payment was entitled to receive, on that person's own account, periodical payments in connection with the tenancy;

“housing benefit” means housing benefit provided by virtue of a scheme under section 123 of the Social Security Contributions and Benefits Act 1992;

“relevant award of universal credit” means an award of universal credit the calculation of which included an amount under section 11 of the Welfare Reform Act 2012, calculated in accordance with Schedule 4 to the Universal Credit Regulations 2013 (housing costs element for renters) (SI 2013/376) or any corresponding provision replacing that Schedule, in respect of periodical payments in connection with a domestic tenancy of the dwelling;

“tenant” (“tenant”), in relation to any periodical payment, means a person who was a tenant at the time of the payment (and “tenancy” has a corresponding meaning).

(10) For the purposes of this section an amount which—

(a) is not actually paid by a tenant but is used to discharge the whole or part of the tenant's liability in respect of a periodical payment (for example, by offsetting the amount against any such liability), and

(b) is not an amount of universal credit or housing benefit,

is to be regarded as an amount paid by the tenant in respect of that periodical payment.

33 Rent repayment orders: further provision

(1) Where, on an application by the licensing authority or a local housing authority (as the case may be) for a rent repayment order, the tribunal is satisfied—

(a) that a person has been convicted of an offence under section 7(5) or 13(3) in relation to the dwelling to which the application relates, and

(b)that—

(i)one or more relevant awards of universal credit were paid (whether or not to the appropriate person), or

(ii)housing benefit was paid (whether or not to the appropriate person) in respect of periodical payments payable in connection with a domestic tenancy of the dwelling during any period during which it appears to the tribunal that such an offence was being committed in relation to the dwelling in question, the tribunal must make a rent repayment order requiring the appropriate person to pay to the authority which made the application the amount mentioned in subsection (2); but this is subject to subsections (3), (4) and (8).

(2)The amount is—

(a)an amount equal to—

(i)where one relevant award of universal credit was paid as mentioned in subsection (1)(b)(i), the amount included in the calculation of that award under section 11 of the Welfare Reform Act 2012, calculated in accordance with Schedule 4 to the Universal Credit Regulations 2013 (housing costs element for renters) (SI 2013/376) or any corresponding provision replacing that Schedule, or the amount of the award if less, or

(ii)if more than one such award was paid as mentioned in subsection (1)(b)(i), the sum of the amounts included in the calculation of those awards as referred to in sub-paragraph (i), or the sum of the amounts of those awards if less, or

(b)an amount equal to the total amount of housing benefit paid as mentioned in subsection (1)(b)(ii) (as the case may be).

(3)If the total of the amounts received by the appropriate person in respect of periodical payments payable as mentioned in paragraph (b) of subsection (1) (“the rent total”) is less than the amount mentioned in subsection (2), the amount required to be paid by virtue of a rent repayment order made in accordance with subsection (1) is limited to the rent total.

(4)A rent repayment order made in accordance with subsection (1) may not require the payment of any amount which the tribunal is satisfied that, by reason of any exceptional circumstances, it would be unreasonable for that person to be required to pay.

(5) In a case where subsection (1) does not apply, 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; but this is subject to subsections (6) to (8).

(6) In such a case, the tribunal must take into account the following matters—

(a) the total amount of relevant payments paid in connection with a tenancy of the dwelling during any period during which it appears to the tribunal that an offence was being committed in relation to the dwelling under section 7(5) or 13(3);

(b) the extent to which that total amount—

(i) consisted of, or derived from, payments of relevant awards of universal credit or housing benefit, and

(ii) was actually received by the appropriate person;

(c) whether the appropriate person has at any time been convicted of an offence under section 7(5) or 13(3);

(d) the conduct and financial circumstances of the appropriate person; and

(e) where the application is made by a tenant, the conduct of the tenant.

(7) In subsection (6) “relevant payments” means—

(a) in relation to an application by the licensing authority or a local housing authority (as the case may be), payments of relevant awards of universal credit, housing benefit or periodical payments payable by tenants;

(b) in relation to an application by a tenant, periodical payments payable by the tenant, less—

(i) where one or more relevant awards of universal credit were payable during the period in question, the amount mentioned in subsection (2)(a) in respect of the award or awards that related to the tenancy during that period, or

(ii) any amount of housing benefit payable in respect of the tenancy of the dwelling during the period in question.

(8) A rent repayment order may not require the payment of any amount which—

(a)where the application is made by the licensing authority or a local housing authority (as the case may be), is in respect of any time falling outside the period of 12 months ending with the date of the notice of intended proceedings given under section 32(6), or

(b)where the application is made by a tenant, is in respect of any time falling outside the period of 12 months ending with the date of the tenant's application under section 32(1);

and the period to be taken into account under subsection (6)(a) is restricted accordingly.

(9) Any amount payable by virtue of a rent repayment order is recoverable as a debt due to the licensing authority, local housing authority or tenant (as the case may be) from the appropriate person.

(10) And an amount payable to the licensing authority or a local housing authority by virtue of such an order does not, when recovered by it, constitute an amount of universal credit or housing benefit (as the case may be) recovered by the authority.

(11) Subsections (8), (9) and (10) of section 32 apply for the purposes of this section as they apply for the purposes of section 32.

Decision and Reasoning

26. The Tribunal have considered the written and oral evidence before it. It is not disputed that the Applicant resided at the property between May 2023 and November 2024. What is disputed is whether this was as under a tenancy and whether the Applicant paid any rent to the Respondent.

27. As set out above the Applicant has produced screenshots of bank transactions to the Respondent between 15th May 2023 and 15th July 2024. The transactions for this period amount to £11,778.00 in total. The Applicant states that these were rental payments to the Respondent and that there was a tenancy agreement between them.

28. The Respondent states that he allowed the Applicant to reside at the property, rent free, but that there was an informal agreement where the Applicant would undertake work for the business. That this agreement ended and the Applicant has never paid any rent for the property.

29. The Respondent has provided no explanation for the money being transferred from the Applicant to his bank account. These payments on some occasions are for £2,000 and on other occasions are for a lesser amount. The Applicant gave an explanation to the Tribunal for this. As the Respondent did not attend

the hearing, the Tribunal were unable to clarify this with him. The Tribunal notes that these transactions are part of the Applicant's bundle which has been provided to the Respondent.

30. The Tribunal was also provided with an unsigned Assured Shorthold Tenancy Agreement, dated 15th May 2023, which the Respondent states was provided for the benefit of DWP. We have seen no evidence to support this statement.
31. In respect of Exhibit RD1, the Tribunal do not accept the evidence of the Applicant that he signed a blank piece of paper and that the text was inserted after the signature had been applied. His evidence on this point was not convincing and quite frankly nonsensical.
32. The Respondent has been convicted to the criminal standard of proof, at the Magistrates Court and later at the Crown Court, on appeal for an offence under section 7 of the Act - carrying out property management activity. This resulted in Rent Smart Wales writing to the Applicant advising him that he could make an application to this Tribunal for a rent repayment order. In the eyes of the criminal courts and Rent Smart Wales, a tenancy existed between the Applicant and the Respondent. We form the same view.
33. The Tribunal is satisfied that a tenancy did exist between the Applicant and the Respondent, that the Applicant paid to the Respondent periodical payments in respect of the tenancy of the property.
34. The Tribunal has to be satisfied that the payments have been made during any period where it appears to the Tribunal that an offence under section 7(5) was being committed. Based on the evidence in the form of a news bulletin from Rent Smart Wales, the Respondent was unlicensed from June 2023 to May 2024. The Applicant was residing in the property during this period and payments were made to the Respondent.
35. The Tribunal must also be satisfied that the application has been made within the period of 12 months beginning with date of the conviction. The Respondent was originally convicted on 7th August 2024, which he appealed to the Crown Court, who upheld his conviction on 10th January 2025. The application was made to the Tribunal on 13th January 2025. The Tribunal is therefore satisfied that the application has been made in time.
36. In consideration of making an order, the Tribunal has to consider the supplementary provisions contained in s.33 of the Act. Namely s.33(5), which states *"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; but this is subject to subsections (6) to (8)"*
37. Section 8 of the Act states:

(8) A rent repayment order may not require the payment of any amount which

(b) where the application is made by a tenant, is in respect of any time falling outside the period of 12 months ending with the date of the tenant's application under section 32(1).

38. In respect of this application, the Tribunal can only consider the rental payments for 12 months prior to the 13th January 2025. This gives the Tribunal the relevant date of 14th January 2024.

39. Considering the transactions between these two dates the Tribunal note the following are relevant:

18/01/2024 – £1,000.00

16/02/2024 - £2,000.00

15/03/2024 - £1,300.00

19/03/2024 - £700.00

Total £5,000

40. Section 33(6) sets out matters that the Tribunal can take into account when deciding the amount to be paid by a rent repayment order and what is reasonable in the circumstances. The Tribunal is of the opinion that s.33(6)(e) “where the application is made by a tenant, the conduct of the tenant”, is relevant in this case.

41. As stated above the Tribunal did not find the Applicants evidence in respect of Exhibit RD1 truthful. Whilst it is not clear why the document was created; we simply do not accept that the text was added after the signature. The Applicant tried to mislead the Tribunal on this point and mislead the intended recipient of the declaration.

42. The most the Tribunal can award in respect of the rent repayment order is £5,000, we reduce this by 50% to £2,500 and we do so because of the conduct of the Applicant, we feel that this is a reasonable amount in all of the circumstances.

It is **Ordered**:

That the Respondent pay the Applicant a Rent Repayment Order to the sum of **£2,500.00** within 14 days of this decision.



Tribunal Judge K Byrne

Dated this 6th day of August 2025