

**Y TRIBIWNLYS EIDDO PRESWYL**  
**RESIDENTIAL PROPERTY TRIBUNAL**

**Reference:** RPT/0012/08/25

In the matter of 24 Macgregor Row, Maesteg, CF34 0AP ('the Property')

In the matter of an application under section 32(1) of the Housing (Wales) Act 2014 for a Rent Repayment Order

**APPLICANT:** Peter Ewings

**RESPONDENT:** Kim Powell

**Tribunal:** Tribunal Judge C Jones (Legal Chairperson)

Mr D Evans FRICS (Surveyor Member)

Mr W Brereton (Lay Member)

**Date of determination:** 13 January 2026 (on the papers)

**DECISION**

**The Tribunal makes a Rent Repayment Order against the Respondent who must pay to the Applicant the sum of £1,650 within 14 days of the date of this decision.**

**REASONS FOR DECISION**

**Background**

1. The Applicant, being tenant of the relevant Property, submitted an application for a Rent Repayment Order on Form 'HWA6' and dated 13 August 2025 under Section 32(1)(c) of the Housing (Wales) Act 2014 ('the Act') in which it was alleged that the Respondent had committed an offence as she was not licensed to carry out certain property management activities in relation to the Property. The Applicant agreed in the Form for the application to be determined without an oral hearing. The Respondent likewise did not indicate that she required an oral hearing. The matter was determined on the papers accordingly.

2. A Directions Order for the progress of this Application was issued by the Procedural Judge dated 3 September 2025. The Directions set out the issues which the Tribunal would consider in due course. They also set out the steps which the parties should take to progress the case and provided the dates by which such steps should be taken.
3. There is no dispute that the Respondent was convicted of a relevant offence, and the parties produced a memorandum of an entry in Cardiff Magistrates Court records for 17 July 2025. The offence recorded against the Respondent was; on or about 8 October 2024 unlawfully being the principal point of contact for the tenant of the Property when not licensed to do so, contrary to Section 7(1) and (5) of the Act. The Respondent was fined £440, was required to pay a surcharge to fund victim services of £176 and costs of £500.
4. There is also no dispute that the Applicant received a letter dated 22 July 2025 from Rent Smart Wales to inform him of the outcome of the prosecution. This letter informed the Applicant that this allowed him to apply to the Tribunal for a Rent Repayment Order *'to claim back rent paid while your landlord was unlicensed, for a period of up to 12 months'*.
5. Finally, there is no dispute that the Respondent had become registered as the Landlord for the Property on 26 September 2024. In addition, the Respondent's Landlord Licence was granted by Rent Smart Wales on 15 November 2024.

### **The Housing (Wales) Act 2014**

6. Section 7(1) of the Act prohibits landlords from carrying out various management activities unless they hold a relevant licence under the Act or unless certain exceptions apply. These activities include under Section 7(2)(b) *'being the principal point of contact for the tenant in relation to matters arising under the tenancy'*. Section 7(5) then states that; *'A landlord who contravenes subsection (1) ...commits an offence and is liable on summary conviction to a fine'*.
7. One of the exceptions to the requirements for landlords to be licensed is provided by Section 8(1)(a) as follows: - *'if the landlord has applied to the licensing authority to be licensed, for the period from the date of the application until it is determined by the authority...'*
8. Section 32 of the Act then contains the main provisions in relations to Rent Repayment Orders. The extracts which are relevant to this Applications are as follows: - *Section 32(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—(c) a tenant of the dwelling.*  
*(3) A "rent repayment order" is an order made in relation to a dwelling which requires the appropriate person ... to pay to the applicant such amount in respect of ... 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—(b) where the applicant is a tenant, of the matters mentioned in subsection (7).*

*(7) The tribunal must be satisfied that—*

*(a) a person has been convicted of an offence under section 7(5) ...in relation to the dwelling,*

*(b) the tenant paid to the appropriate person... 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...*

*(9) In this section— “appropriate person” ..., in relation to any ... 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; ... “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).*

9. Section 33 of the Act includes further provisions in relation to Rent Repayment Orders. Sub-Section (5) states 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; 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) ...;*

*(b) the extent to which that total amount—(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) ...;*

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

*(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);*

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

### **Applicant's Case**

10. The Applicant provided background details in his Application Form dated 13 August 2025. In this he stated that his boiler broke down in November 2017 and he waited two to three weeks for Respondent and her partner to fix it. He said; *'when I questioned it I was threatened, told if my son (who was 3 at the time) was cold to put a blanket on and if I need to wash him then boil the kettle!'* He said he had also had no power to his oven for over a year. He said that he had contacted Rent Smart Wales in September 2024 and that *'they were absolutely shocked at the state of the house and how [the Respondent] could allow me to live in these conditions.'* The Applicant said that he also contacted environmental health, and he said that they *'also couldn't believe the state of the place and after they see [sic] pictures and videos they told the landlords that they need to fix the issues asap.'* The Applicant added that he only ever had two tenancy agreements for only six months, the last one being dated October 2019 to March 2020. He said that he had paid over £50,000 in rent for the Property in total and felt that he should be entitled to a repayment of rent for a lot more than 12 months, bearing in mind the impact upon himself and his son.
11. The Applicant produced a Statement in support of his application dated 12 September 2025. He said that he had rented the Property from March 2016 until December 2024, and that he was led to believe that both the Respondent and her partner Adam Stansfield were his landlords. He said that unbeknown to him, neither were registered or licensed landlords for the duration of his occupancy and he paid rent to Adam Stansfield via bank transfer as instructed by the Respondent, the rent having been increased to £550 per month from September 2023. The Applicant provided bank statements to evidence his rental payments.
12. Regarding internal repairs, the Applicant said there had only been three boiler services. He said that when he asked for updates, these were met with threatening behaviour and abuse, and he said that Mr Stansfield *'made it very obvious that he wasn't happy to help with most things'*, so the Applicant tried to sort things himself. In November 2023, the Applicant contacted the Landlord about a door frame having rotted away due to the adjacent wall being damp. Mr Stansfield replied that it was for the Applicant to fix, and the Applicant provided evidence of this exchange. Due to the damp, the Applicant also said that water had got into kitchen sockets, and he therefore experienced power cuts. He was told to buy damp-proof paint; however, he didn't consider that this addressed the damp issue. An electrician attended on 12 December 2023 and found that the issue was due to a loose connection, however he also referred to *'high levels of damp in the property.'* The Applicant said that Mr Stansfield decided not to do anything, and he said that this left him feeling *'very anxious and worried as the house felt unsafe'*.
13. Regarding external repairs, the Applicant said that wood had rotted away and that tiles were falling off the front porch. Again, the Applicant said that he felt ignored and that Mr Stansfield was not willing to fix the problem. He said that when the issue was eventually addressed, his surveillance camera was covered, and he received notification

that Mr Stansfield had entered the property, and the camera went off-line for two hours. Subsequently, he felt that he had *'no choice but to contact environmental health and Rent Smart Wales regarding all these issues.'* The Applicant stated that the Respondent had then contacted him late one night, worried *'as she didn't want to get the agencies involved'* and they arranged a meeting to try to compromise but *'five minutes into that meeting, I was met with abuse, threats and aggressive behaviour from Adam'*. The Applicant's friend Mr Christopher Davies was in attendance as a witness and has provided a statement.

14. The Applicant provided further background detail. He said that he felt that the Respondent and Mr Stansfield were inconsiderate regarding his work shift pattern and time with his son when it came to fixing issues. He had felt uncomfortable, pressured and intimidated about signature of a form of wording drafted by the Respondent to allow access to the house, and was told that an electrician could not attend following a further power cut until he signed the form, so he had no heating or hot water for two days. When the Respondent, Mr Stansfield and an electrician did arrive, another friend of the Applicant was in attendance as a witness. The Applicant stated that *'This was due to the fact that the way Adam behaved in the previous visit I felt concerned and anxious.'* The electrician was unable to restore power to the kitchen *'due to issues with the wet walls'*, so the Applicant had to use an extension lead running from the dining room. The Applicant was concerned and contacted the local fire brigade who informed him that *'the current set up was unsafe.'*
15. The Applicant considered that he had been a good tenant who always paid rent and kept the house tidy. He provided evidence which he said suggested that the Respondent and her partner had finances available to repair or fix issues but chose not to do so. He said that the situation had caused him stress, anxiety and depression and that threats were getting on top of him; *'so I decided I had no choice but to leave as it was to[sic] unsafe'*. He explained that when he had moved into the property in March 2016, he paid rent a month in advance as well as a bond. When he left the Property in December 2024, he said that he had paid the December rent in advance, at the end of November, so he considered that he was up to date with payments. As to the last tenancy document which expired in March 2020, he was not sure about the notice that was required. He said that he subsequently received a message from Mr Stansfield *'demanding money, being abusive and threatening to come to my new place and my place of work'*. At this point, the Applicant contacted the police and the Applicant said that the Respondent's partner was told to keep away.
16. The Applicant provided a response to the Respondent's statement on 16 October 2025. He submitted that the Respondent only obtained the relevant licence when advised by Rent Smart Wales *'due to poor management and no upkeep of the maintenance for the property'*, and that she should not have been renting the property and taking money. As to asking four times to access the Property to fix a certain issue, the Applicant said that he had reported the issue 18 months prior to this. He accepted that there would be *'wear and tear'*, however produced further photographs which he said showed that he was tidy and kept the Property in good condition for himself and young son. He admitted to *'leaving a few things'* on departure from the Property and produced a

photograph of the exterior of the Property and said that this showed that there was no rubbish or waste left outside.

17. Mr Christophen Davies produced a witness statement in support of the Applicant's case dated 15 September 2025. Mr Davies said that he had visited the Property on a few occasions and said that it had always been clean and well presented, but that there were issues which were beyond the Applicant's means to address. He referred to damp and black mould in the kitchen and that it was always freezing cold in winter, even when the radiators were hot. At the meeting he attended with the Applicant, he stated that Mr Stansfield was aggressive and insulting towards the Applicant, threatening to throw his belongings out into the garden and also told him that *'he will be out'*, and that the Respondent had to repeatedly ask Mr Stansfield to calm down. In conclusion, he stated that the stress had affected the Applicant's mental health and added that *'the stress of a cold damp property, an abusive landlord unwilling to resolve the issues has been awful'*.
18. Ms Gayle Davies also produced a witness statement in support of the Applicant's case dated 12 September 2025. She referred to the Applicant having been left without electricity for days with the electrics in the kitchen being soaking wet. She understood that the Respondent and her partner told the Applicant to run his appliances off extension cables from the living room, which, due to her work, she considered to be a fire hazard, and she advised that the Applicant have this checked out by a professional. Ms Davies considered that the Property had been neglected by the landlords and that the kitchen was icy cold, damp and mouldy because of this. She said that the work surface was bowed and that the Applicant had put a piece of wood in place to prevent it from snapping. She said that the Property needed new flooring throughout and that the upstairs floorboards were uneven and dangerous. She added that the landlords only wanted to do repairs following the involvement of the relevant agencies.

### **Respondent's Case**

19. The Respondent's submissions also included background detail. She acknowledged that the relevant licence had been obtained late. She concurred with the Applicant as to the date when occupation of the property had commenced. She also confirmed that she had pleaded guilty to the relevant offence as *'I should have been registered years before'*. She said that her registration with Rent Smart Wales was completed as soon as she knew this was a legal requirement, and had never classed herself as a landlord to make a profit as she *'felt sorry for the tenant moving from his hometown to be with his son...'* The Respondent believed that she had made every attempt to give the Applicant a nice home, and that at one point, he was paying less than her mortgage repayment charges. She said that she had followed every piece of advice. As to the question of accountability, she had subsequently obtained a licence and followed all advice to ensure she followed the legal requirements and guidance set out by Rent Smart Wales.
20. The Respondent did not accept that the Property had been in a state of disrepair. She said that whenever a fault was reported, a registered tradesman was called to fix faults or damages or to provide advice. She added that a new boiler had been installed in 2017, and that services had taken place regularly, except for during the Covid pandemic. A

new oven and hob had also been purchased and fitted, together with insulation of the attic prior to occupation, as well as roof repairs and chimney removal. She said that there were vents throughout the Property *'which had been covered with cushions and clutter'*.

21. As to damp at the Property, the Respondent said that a damp-proofing contractor had visited the Property in 2017, and he had confirmed that there was no damp in the Property. The Respondent added that she had never witnessed damp at the Property, however she purchased a dehumidifier which she said was thrown out by the Applicant. She provided evidence that damp-proof paint was also purchased and that she had offered to have the whole Property painted, but this was declined by the Applicant who said that he wished to do the painting himself. The Respondent said that a partial re-wire of the Property had been completed, along with hard-wired smoke alarms. She said that all electrical work had been completed by the time the Applicant left the Property, and the door frame was subsequently repaired, as prior to that she had been unable to secure access.
22. The Respondent said that she was still paying for damage caused by the Applicant, and she provided photographic evidence which she said showed that the Property had been damaged by the Applicant, and that a volume of rubbish had been left inside and outside. She said that entry to the Property proved difficult as she respected that this was the Applicant's home and that she wanted his approval. She said that entry was often refused due to the Applicant's own commitments.
23. Finally, the Respondent stated that the rent covered her mortgage payments/rent on another property. She did not consider that the rent was excessive for a two-bedroom Property. She said that two months' rent had not been paid by the Applicant and the end of his occupation, and she had to deal with removal of rubbish and human waste, which she believed to be vindictive. She also considered the damage left to have been vindictive, and a new kitchen and carpets had to be fitted, as well as the Property having to be painted throughout. She said that only one out of three sets of keys had been returned to her.

## **Discussion**

24. The Tribunal noted that there was no dispute in this case that the Applicant was the Tenant of the relevant Property. For the avoidance of doubt, the evidence shows that the spelling of the address of the dwelling house or Property is 24, Macgregor Row. The evidence also shows that the last written tenancy agreement is likely to be that dated 26 September 2019 and is likely to have converted into a statutory periodic monthly tenancy thereafter. In this document, the Landlord is named as being the Respondent as well as her partner, Adam Stansfield, although it appears that it is only the Respondent who signed the document as Landlord. Subsequently it appears that the criminal proceedings resulting in conviction in July 2025, were taken against the Respondent only, and in response to a letter from Rent Smart Wales on 15 December 2024, the Respondent stated; *'nobody else is appointed to let or manage the property'*.

25. The Tribunal has carefully considered all available evidence in the light of the requirements of the legislation, including Section 32(7) of the Act. Firstly, with regard to Section 32(7)(a), and also Section 33(6)(c), there is no dispute that the Respondent, as *'appropriate person'*, had been convicted of an offence under Section 7(5) of the Act on 17 July 2025. While the dwelling is not specifically referenced in the memorandum of conviction, the Tribunal was nevertheless satisfied that the conviction was in relation to the dwelling house or Property. In the circumstances, the Tribunal was satisfied by virtue of Section 32(7)(a) of the Act that the Respondent had pleaded guilty and been convicted of an offence under Section 7(5) in relation to the dwelling.
26. For the avoidance of doubt, the Tribunal also found that the Respondent was an *'appropriate person'* as defined under Section 32(9) of the Act in relation to the periodical payments which the Applicant had made *'in connection with a domestic tenancy of a dwelling'*. Whilst payments had been paid by the Applicant to the Respondent's partner, the Applicant said that the Respondent had instructed him to do this. The Respondent had also made it clear that the rent was intended to cover her mortgage and/or rent on another property. The Tribunal was therefore satisfied that whilst the Respondent had chosen for the rent be paid to her partner, at the time of the payment she had nevertheless been; *'entitled to receive, on that person's own account, periodical payments in connection with the tenancy'* in accordance with Section 32(7)(b) of the Act.
27. As to the periodical payments which had been made, the Applicant had provided detailed evidence of monthly payments which he had made since 2020. In any event, the Respondent also agreed that monthly payments had been made for the period which this Tribunal can take into account. It appears from the available evidence that the last payment of £550 was made on the 25 November 2024. There is some dispute as to whether that payment was a payment in advance or in arrears. Whilst it is likely that it was in advance having seen the pattern of payments made since 2022, and there is no discussion of whether the Bond has been utilised, the Tribunal nevertheless did not consider that it was required to formally determine this particular issue, as the issue for its determination related to the period 14 August 2024 to 15 November 2025.
28. With regard to Section 32(7)(c) of the Act, the Tribunal was further satisfied that the Application to this Tribunal for a Rent Repayment Order was made on the 13 August 2025, had been made well within the period of 12 months beginning with the date of conviction and was therefore valid.
29. Moving on to Section 33 of the Act, the Tribunal was mindful of the fact that under Section 33(8) of the Act, a Rent Repayment Order may not require the payment of an amount which is in respect of any time falling outside the period of 12 months ending with the date of the tenant's application. As the Application was made on the 13 August 2024, the Tribunal was satisfied that it could not take into account any periodical payments made by the Applicant prior to 14 August 2024.
30. The Tribunal then took into account the matters contained in Section 33(6) of the Act. Under Section 33(6)(a), it considered 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...*' The memorandum of conviction specifies that the offence had taken place on a specific date being 8 October 2024. Whilst it is not clear for the purposes of Section 8 of the Act when her application was formally made, the evidence is clear that up until 15 November 2024, the Respondent had not held the necessary Landlord's Licence to undertake property management activities. As such, it determined that all payments made prior to the autumn of 2024 had been made during a period when an offence was being committed.

31. Following receipt of her Landlord's Licence on 15 November 2024, the Tribunal was satisfied that for the period following this date, the offence for which Respondent had been prosecuted was no longer being committed, and there was no evidence that any further proceedings were being contemplated by the relevant authorities. In the circumstance, the Tribunal determined that for the purposes of Section 33(6)(a), the payments for the relevant period when an offence was being committed, and which it could take into account as its starting point, were the payments made by the Applicant between August and early November 2024, amounting to £1,650 in total. The Tribunal was satisfied that this amount had actually been received by or on behalf of the Respondent under Section 33(6)(b) of the Act. It was also satisfied that the Respondent was the '*appropriate person*' convicted of an offence under Section 7(5) of the Act.
32. The Tribunal then considered the conduct and financial circumstances of '*the appropriate person*' under Section 33(6)(d), and the conduct of the Tenant under Section 33(6)(e) of the Act. Firstly, the Tribunal was satisfied that there was no persuasive evidence to suggest that the Respondent's financial circumstances were exceptional or such that a Rent Repayment Order would place her under financial or personal hardship.
33. The Tribunal then went on to consider the conduct of each of the parties. It noted that on 31 July 2023, the Respondent referred to the Applicant as having been a '*fantastic tenant*'. It appears that relations had subsequently deteriorated, particularly between the Applicant and the Respondent's partner, whose behaviour had been unpleasant and threatening towards the Applicant on occasions. Whilst much of the photographic evidence from both parties had been undated and there was no agreed Schedule of Condition with the tenancy agreement, the Tribunal was nevertheless persuaded by the Applicant's evidence that there had been significant electrical problems at the Property leading to genuine concerns, that the exterior of the porch had been in poor condition, and that there had been an area of rotten wood and damp in the property which could not have been explained solely by vents having been covered. It appeared that the Respondent had been prompted to resolve these matters following the intervention of the relevant authorities. The Tribunal considered it understandable that, due to the Applicant's pattern of shift work and arrangements for his young son, it had been difficult to co-ordinate repairs at times which suited both parties. There was conflicting evidence as to whether the Respondent's partner had entered the Property without notice, however the Tribunal did not consider it necessary to make a finding in this respect.

34. The Tenant accepted that he had left items at the Property which subsequently had to be disposed of. There was a dispute however over whether rubbish and waste had been left outside the Property. Again, the Tenant accepted that there had been wear and tear, however the Tribunal was persuaded that the Respondent hadn't left the Property in a clean and tidy condition. Albeit the Respondent's photographs of the state of the kitchen were undated, the Applicant did not dispute that he had left a dirty cooker hob and some damaged kitchen units.
35. On balance therefore, in view of its findings that there had been some adverse conduct on the part of both parties, the Tribunal determined that neither the conduct of the Applicant nor that of the Respondent would affect its final conclusion as to the level of any Rent Repayment Order amount which would be reasonable for the Respondent to pay to the Applicant.
36. In conclusion, the Tribunal determined that it would be appropriate to make a Rent Repayment Order and that the Respondent be required to pay the sum of £1,650 to the Applicant under that Order within 14 days of the date of this decision.

**Dated** this 9<sup>th</sup> day of February 2026.

Tribunal Judge C Jones