

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

**Reference:** RPT/0013/09/25

In the matter of the Flat, 202 Marble Hall Road, Milford Haven, Pembrokeshire, SA73 2PW ('the Property')

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

**APPLICANT:** Nathan James

**RESPONDENT:** Dilini Reynold

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

Mr K Watkins FRICS (Surveyor Member)

Mr D Morris (Lay Member)

**Date of determination:** 11 February 2026 (on the papers)

**DECISION**

**The Tribunal dismisses the application for a Rent Repayment Order**

**REASONS FOR DECISION**

**Background**

1. The Applicant, being tenant of the Property, submitted an application on 11 September 2025 for a Rent Repayment Order under Section 32(1)(c) of the Housing (Wales) Act 2014 ('the Act'), in which it was alleged that the Respondent was not licensed to rent the Property.
2. A Directions Order was issued by the Procedural Judge on 8 October 2025 for the progress of this application. The Directions set out the issues which the Tribunal would need to consider in due course. They also set out the steps which the parties were required to take to progress the case.

3. Having received notification of the listing of the matter for determination on the papers, neither party objected to this course of action, and the Tribunal determined that it was appropriate to proceed with determination on the papers accordingly.
4. In the light of the dismissal of this application, this decision provides a summary only of the positions as set out in the parties' respective statements of case.

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

5. Section 7(1) - (3) of the Act prohibits landlords from carrying out various activities unless they hold a licence under the Act or unless certain exceptions apply. These activities include standard management activities for 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. Section 7(5) - (6) then states that; '*A landlord who contravenes subsection (1) ...commits an offence and is liable on summary conviction to a fine*', subject to a defence where the landlord has reasonable excuse for not being licensed. Section 13 contains a further offence in relation to appointing an unlicensed agent.
6. Section 32 of the Act then contains the main provisions and requirements in relation to Rent Repayment Orders. The extracts which are relevant to this Application 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) 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... 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).*

7. 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) or 13(3);*

*(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) 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— ... (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**

8. In his application form, the Applicant’s grounds for requesting a Rent Repayment Order were that; *‘We were searching for my outstanding bond due to me giving notice to move, while doing so we could find no record. After this we called Rent Smart Wales 11/09/25 who advised us that Dilini Reynold is not licensed to rent properties and my property I have been paying to live in isn’t registered... I’ve lived here since 01/06/2023 and have been paying rent to first her personal bank and then her business account...’* He added that *‘...there is an urgency for this case due to ongoing unrelated legal issues with the person named above’.*

9. The Applicant produced a copy of the draft '*occupancy contract*' with his application, which he said he had never signed. In his statement dated 3 November 2025, however, he said that he had signed the contract in May 2023 on the Respondent's laptop and was provided with a blank copy. He also enclosed a search undertaken in relation to the Property dated 11 September 2025, which showed that the address was not registered, together with evidence showing rental payments. These ranged between £275, £500 and £560 per month paid to the Respondent and, from February 2025 to an associated company called Nithilam Entrepreneurs Limited ('the Company'). The Applicant stated that the total paid was £13,902.50 over 29 months. The Applicant also enclosed communication from Citizens Advice and Rent Smart Wales.
10. In his statement, the Applicant also noted that he had to inform the Respondent that the Property was required to be registered through Rent Smart Wales. He said that the Property was not registered until 3rd October 2025 and was subsequently licensed on 20th October 2025. He referred to '*deposit protection failures*' by the Respondent as well as '*boiler defects*', '*repair negligence*' and '*gas safety certificate non-compliance*'. He said; '*I contacted Citizens Advice on 11th September 2025 to seek help with my situation. They advised me to contact Rent Smart Wales and to make a small claim, as this matter was of serious interest and I had been wrongly treated.*'

### **Respondent's Case**

11. The Respondent's statement dated 2 December 2025 referred to the occupational contract which she said was signed and given to the Applicant. She agreed with the Applicant's breakdown of rent paid. She stated that if the boiler was so dangerous, then it should have been decommissioned by the gas man. The Respondent agreed that she could have better performed her landlord duties, however she suspected the application to be retaliatory rather than a genuine grievance about housing standards or compliance, as it followed the Applicant's resignation from his role as senior manager of the Company.
12. The Respondent stated; '*I have demonstrated continuous good faith and efforts to achieve compliance. Any breaches were unintentional and remedied to the best of my ability, and all this caused no detriment to the tenant. The deposit was also paid within a few hours of exit.*' She stated that the Applicant had enjoyed below market rent as a '*soft benefit*' of being employed by the Company. The Respondent considered that she had a reasonable excuse for any period of non-compliance with the legislation due to good faith and diligent efforts to comply, with repeated contact with Rent Smart Wales for guidance and clarification on compliance requirements.
13. In conclusion, the Respondent described the '*complex letting structure*' and stated that there had been genuine confusion regarding which entity required licensing and how the regulations applied. She said that she was now fully registered and licensed and was '*committed to maintaining full compliance going forward.*' As for the deposit, she said that records now showed that it was properly protected. Finally, she said that she apologised unreservedly for any administrative failures.

## Discussion

14. The Tribunal has carefully considered the evidence in the light of the requirements of the legislation. There is no dispute between the parties that the Applicant was the tenant of the relevant Property, or that the Respondent was the *'appropriate person'* as defined under Section 32(9) of the Act in relation to receipt of periodical payments which the Applicant made *'in connection with a domestic tenancy of a dwelling'*.
15. Section 32(4)(b) applies where the application for a rent repayment order is made by a tenant, as in this case. This provision makes it clear that for the Tribunal to make an order, it must be satisfied that the requirements contained in subsection (7) have been fulfilled. The central issue in this matter is contained in Section 32(7)(a) of the Act, as the Tribunal must be satisfied, amongst other matters, that a person has been convicted of an offence under Sections 7(5) or 13(3) in relation to the dwelling, or that a rent repayment order has already been made. Section 32(7)(c) makes it clear that the application must be made within 12 months beginning with the date of such conviction or order.
16. The notes which accompany the relevant application form *'HWA6'* make it clear that for the Applicant to be eligible to apply for a rent repayment order, the Tribunal must be satisfied that there has been a conviction or order. They also state that the Applicant *'must send'* evidence of such matters. No evidence has been provided to suggest that the Respondent has been convicted of any offence in relation to failure to licence the Property, or in relation to appointment of an unlicensed agent. There is also no evidence that a rent repayment order has been made following any application by a licensing authority or local housing authority.
17. In conclusion, the requirements of the legislation for the making of a rent repayment order have not been met. The application is dismissed accordingly.

**Dated** this 2<sup>nd</sup> day of March 2026.

Tribunal Judge C Jones