Justice For Tenants
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1 September 2020

Oliver Woodcock
c/o Tenant Direct
14 New Road
Southampton
SO14 0AY

Our Ref: REF 8727

Dear Oliver Woodcock

Our Client: Mark Wilson
RE: Rent Repayment Order for 5 Cedar Gardens, SO14 6TG

WITHOUT PREJUDICE SAVE AS TO COSTS

Who are Justice For Tenants (JFT)?
JFT is a non-profit tenant advice and advocacy service. We receive referrals from law centres, local council housing teams, tenancy deposit schemes and The Property Ombudsman.

What is included with this letter?
Enclosed is a copy of the Rent Repayment Order (RRO) Application that has been submitted. It would be reasonable to expect the Tribunal to send a copy of its directions for this matter in the next 2-3 weeks.

Why are we writing to you?
Writing to you at this stage can give you an opportunity to review the situation and obtain legal advice.

As the cost of representation for an RRO can be significantly more than amount applied for, it is often sensible to settle the matter early.

Things to note
It is very common for Respondents to claim that an agent, Rent-2-Rent company, or someone who has leased the property is the individual responsible. however, there are provisions in the legislation and Upper-Tier Tribunal Precedent which allows anyone who is a landlord of the property in any capacity to be named as a Respondent in an RRO.

If you believe you are not liable, it is recommended to **obtain legal advice as soon as possible** and to refer your advisor to Goldsbrough v CA Property Management Ltd and others [2019] UKUT 311 (LC).

Any award by the Tribunal will be publicly available data. The local authority may use a Tribunal decision and award to assist in bringing their own Civil Financial Penalty or criminal prosecution.

What will the Tribunal award?
The Tribunal's perspective is made clear in the attached Upper Tribunal Case Precedent. The Tribunal should start off at 100% of the amount of rent applied for, then deduct utility costs if the Respondent has paid for these on behalf of the tenants, in order to reach a figure.

It is advisable to seek independent legal advice regarding the attached Upper Tribunal decision which lays out the framework of how the amount to be repaid is reached.

Settling the matter for less and without paying legal costs
In order to resolve the matter swiftly, amicably, and without the need to incur significant legal costs, our client proposes the settling this matter at 90% of the amount claimed in Section 9 of the enclosed RRO Application.

If the Tribunal believe a breach occurred and award an RRO, this will create a public record of a criminal offence having been committed. Settlement would prevent this happening.

This offer is open until for 3 weeks from the date of this letter at 4pm.

Next Steps

Please do not hesitate to make contact if you wish to discuss this matter via the contact details in the top-right of this letter.

Please do not contact our clients directly as this would be circumventing their representation.

Please note that JFT's written authority to both represent our clients in this matter and enter a settlement agreement is included in the RRO application enclosed.

Yours Sincerely,

Justice For Tenants

UPPER TRIBUNAL (LANDS CHAMBER)

UT Neutral citation number: [2020] UKUT 0183 (LC)
UTLC Case Number: RRO/2/2020

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

HOUSING – RENT REPAYMENT ORDER– section 44 of the Housing and Planning Act 2016 - starting point – basis of deductions

AN APPEAL AGAINST A DECISION OF THE FIRST TIER TRIBUNAL (PROPERTY CHAMBER)

BETWEEN:

MR BABU RATHINAPANDI VADAMALAYAN

Appellant

and

ELIZABETH STEWART AND OTHERS

Respondents

Re: 236D Finchley Road,
London, NW3 6DJ

Judge Elizabeth Cooke
9 June 2020
By remote video platform

The following cases are referred to in this decision:

Fallon v Wilson [2014] UKUT 0300 (LC)
Parker v Waller [2012] UKUT 0301 (LC)

Introduction

1. This is an appeal against a decision of the First-tier Tribunal ("the FTT") about a rent repayment order. The appellant, Mr Vadamalayan, says that the amount he was ordered to pay was excessive in view of the money he had spent on the property.

2. I heard the appeal on 9 June 2020 using a remote video conferencing platform. Neither party was represented; the appellant presented his own case, and Ms Saskia Edwards spoke for the respondents. I am grateful to them both.

3. In the paragraphs that follow I set out the relevant law and the factual background, and then summarise the FTT's decision and discuss the appeal. The appellant says that further items should have been deducted before the amount of the rent repayment order was determined. In my judgment the FTT's decision was flawed not only because its calculations of the deductions could not be understood, but also because of the absence of reasoning to justify any deduction. I have allowed the appeal and substituted the Tribunal's decision which, in the light of the circumstances of this appeal, does not increase the amount payable by this appellant, but signals a change of approach to be adopted by the FTT for the future.

The law

4. Section 72(1) of the Housing Act 2004 ("the 2004 Act") provides:

> "A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1) and is not so licensed."

5. An "HMO" is a house in multiple occupation. I do not need to go into the rules about licensing because it is not in dispute in this appeal that the appellant committed the offence described in section 72(1) (to which I refer as the "HMO licence offence").

6. Section 40 of the Housing and Planning Act 2016 "the 2016 Act") states:

> "(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
> (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to----
> (a) repay an amount of rent paid by a tenant, or
> (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy."

7. Among the relevant offences is the HMO licence offence.

8. Section 43 provides that the FTT may make a rent repayment order if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44, which reads as follows:

> "(1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
>
> (2) The amount must relate to rent paid during the period mentioned in the table: [The table provides, for the HMO licence offence, "a period, not exceeding 12 months, during which the landlord was committing the offence."]
>
> (3) The amount that the landlord may be required to repay in respect of a period must not exceed—
>
> (a) the rent paid in respect of that period, less
>
> (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.
>
> (4) In determining the amount the tribunal must, in particular, take into account—
>
> (a) the conduct of the landlord and the tenant,
>
> (b) the financial circumstances of the landlord, and
>
> (c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

9. In *Parker v Waller* [2012] UKUT 301 (LC) the President (George Bartlett QC) had to consider the provisions of sections 73 and 74 of the 2004 Act, which gave the FTT jurisdiction to make rent repayment orders; but they have been repealed so far as England is concerned and now apply only in Wales.

10. Section 74(5) of the 2004 Act provided that a rent repayment order in favour of an occupier had to be "such amount as the tribunal considers reasonable in the circumstances". Where the order was made in favour of the local authority, by contrast, section 74(2) provided that the tribunal "may not require the payment of any amount which the tribunal is satisfied, by reason of exceptional circumstances, it would be unreasonable for that person to be required to pay." The President said at paragraph 24 that the contrast between those two provisions was "marked". With regard to orders made in favour of an occupier, therefore, he said at paragraph 26(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."

11. But the statutory wording on which that paragraph is based is absent from the 2016 Act. There is no requirement that a payment in favour of the tenant should be reasonable. The

only difference between section 44, which is about orders made in favour of tenants, and section 45, which is about orders made in favour of local housing authorities, is that in the latter section there is reference to universal credit rather than to rent. Paragraph 26(iii) of *Parker v Waller* is not relevant to the provisions of the 2016 Act; nor is the decision in *Fallon v Wilson* [2014] UKUT 0300 (LC) insofar as it followed that paragraph.

12. That means that there is nothing to detract from the obvious starting point, which is the rent itself for the relevant period of up to twelve months. Indeed, there is no other available starting point, which is unsurprising; this is a rent repayment order so we start with the rent.

13. In *Parker v Waller* the President set aside the decision of the FTT and re-made it. In doing so he considered a number of sums that the landlord wanted to be deducted from the rent in calculating the payment. The President said at paragraph 42:

> "I consider that it would not be appropriate to impose upon [the landlord] an RRO amount that exceeded his profit in the relevant period."

14. It is not clear to me that the restriction of a rent repayment order to an account of profits was consistent with Parliament's intention in enacting sections 74 and 75 of the 2004 Act. The removal of the landlord's profits was – as the President acknowledged at his paragraph 26 – not the only purpose of a rent repayment order even under the provisions then in force. But under the current statutory provisions the restriction of a rent repayment order to the landlord's profit is impossible to justify. The rent repayment order is no longer tempered by a requirement of reasonableness; and it is not possible to find in the current statute any support for limiting the rent repayment order to the landlord's profits. That principle should no longer be applied.

15. That means that it is not appropriate to calculate a rent repayment order by deducting from the rent everything the landlord has spent on the property during the relevant period. That expenditure will have repaired or enhanced the landlord's own property, and will have enabled him to charge a rent for it. Much of the expenditure will have been incurred in meeting the landlord's obligations under the lease. The tenants will typically be entitled to have the structure of the property kept in repair and to have the property kept free of damp and pests. Often the tenancy will include a fridge, a cooker and so on. There is no reason why the landlord's costs in meeting his obligations under the lease should be set off against the cost of meeting his obligation to comply with a rent repayment order.

16. In cases where the landlord pays for utilities, as he did in *Parker v Waller*, there is a case for deduction, because electricity for example is provided to the tenant by third parties and consumed at a rate the tenant chooses; in paying for utilities the landlord is not maintaining or enhancing his own property. So it would be unfair for a tenant paying a rent that included utilities to get more by way of rent repayment than a tenant whose rent did not include utilities. But aside from that, the practice of deducting all the landlord's costs in calculating the amount of the rent repayment order should cease.

17. Section 249A of the 2016 Act enables the local housing authority to impose a financial penalty for a number of offences including the HMO licence offence as an alternative to

prosecution. A landlord may therefore suffer either a criminal or a civil penalty in addition to a rent repayment order. In *Parker v Waller* the landlord had been prosecuted and had had to pay a fine. The President said at paragraph 26(vi):

> "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."

18. The President deducted the fine from the rent in determining the amount of the rent repayment order; under the current statute, in the absence of the provision about reasonableness, it is difficult to see a reason for deducting either a fine or a financial penalty, given Parliament's obvious intention that the landlord should be liable both (1) to pay a fine or civil penalty, and (2) to make a repayment of rent.

19. The only basis for deduction is section 44 itself, and there will certainly be cases where the landlord's good conduct or financial hardship, will justify an order less than the maximum. But the arithmetical approach of adding up the landlord's expenses and deducting them from the rent, with a view to ensuring that he repays only his profit, is not appropriate and not in accordance with the law. I acknowledge that that will be seen by landlords as harsh, but my understanding is that Parliament intended a harsh and fiercely deterrent regime of penalties for the HMO licensing offence.

The factual background and the FTT's decision

20. The appellant is the leasehold owner of 256D Finchley Road, London NW3 6DJ ("the property". The respondents held an assured shorthold tenancy of the property from 9 September 2017. They moved out and surrendered the tenancy on 19 July 2019.

21. It is not in dispute that the property should have been licensed throughout the 23 months during which the respondents rented the property. The appellant applied for a licence on 23 February 2019. The respondents made an application to the FTT for a rent repayment order for the 12 month period from 1 February 2018. There was no dispute that that was the appropriate period, nor about the maximum payable which was £28,599.96, being the rent payable for those twelve months.

22. The FTT in considering the level of the penalty took the view that the conduct of the parties was not relevant in determination, although it was unimpressed by the appellant's explanation for his failure to get a licence. The FTT considered a schedule of what the appellant said he had spent on the property and should be deducted from the maximum penalty. The FTT familiarised itself of the Tribunal's decisions in *Fallon v Wilson* [2014] UKUT 0300 (LC) and in *Parker v Waller* [2012] UKUT 301 (LC).

23. After considering the appellant's schedule of deductions and the respondents' representations about the items on the schedule the FTT decided to deduct £5,313.89, leaving the maximum amount payable at £23,226.07 (there is an arithmetical error there; the FTT deducted £5,373.89). It then considered what would be a reasonable amount to pay, and deducted 25% of £23,226.07 because, it said, the appellant had fixed a number of problems at the property that were not caused by any fault on his part. It did not say what those were. The appellant was ordered to pay £17,420.

The appeal

24. The FTT refused permission to appeal. The Tribunal gave permission on one ground only, namely a challenge to the way that the FTT calculated the deductions. Permission was given to renew the application at the hearing on one further ground, namely that the FTT had not taken into account the financial penalty the appellant had paid to the local authority.

The schedule of deductions

25. The appellant sought permission to appeal on the basis that some of the items that the FTT should have been deducted were not deducted – either because the FTT said they should be, but then did not include the amounts in its total, or because the item was conceded by the respondents, or because the FTT said it had not seen receipts when the appellant said it had. On reading what the FTT said about the deductions and considering the amount it deducted I was not able to understand how the total deduction had been calculated, and therefore gave permission to appeal on this ground.

26. What the FTT said about the appellant's schedule of 28 items for deduction was this, at its paragraph 15:

> "The list of items the Respondent sought to take into account is extensive. However, it includes a number of items which predate the tenancy. These are represented by items 1 – 6 on the schedule. Item 7 is agreed as being deductible as is the new suit included in the expenses at item 8. There are no receipts/invoices for the other items said to have been spent. Item 9, the cost to unblock the toilet is agreed. It 10, the hob replacement is agreed but items 11 – 14 appear to be matters undertaken before the tenancy started. Items 15 to 18 would appear to be issues that should have either been dealt with through the freehold/landlord or, in the case of garden gate an expense which the applicants denied had been incurred. Items 19 and 20 are accepted expenses as is the landlord's insurance, supposedly for repairs, which should have been followed for some of the works if the landlord did not accept responsibility under the lease. There is also a claim for the insurance of the property in the sum of £762 for two years. We would allow one year at that amount. The applicants have accepted the management costs and agency fees in the total of £4,451.89. If we add the insurance for the property that brings the total to £5,313.89. The other items of expenditure are in our finding non-recoverable."

27. I have reproduced the appellant's schedule below, alongside the FTT's comments. I have highlighted those items that the FTT appeared to be saying it would deduct.

		Claimed deduction	What the FTT said
1	New mattress for each room September 2017	£300	Pre-dates the tenancy
2	New boiler installed March 17	£1,798	Pre-dates the tenancy
3	New washer dryer	£185	Pre-dates the tenancy
4	Damp proofing and rendering October 2017	£9,187	Pre-dates the tenancy
5	Extractor fans	£1,260	Pre-dates the tenancy
6	New electric switch board November 2017	£120 and £1,689	Pre-dates the tenancy
7	New security lights	£250	**"agreed as being deductible…"**
8	Tiles, bath and shower	£527.50 and £3392 ??	**"… as is the new bath at item 8"**
9	Blocked toilet replacement	£277 and £60	**"agreed"**
10	New hob	£300	**"agreed"**
11	New fridge	£225	Pre-dates the tenancy
12	New tiled floor in kitchen	£1,800	Pre-dates the tenancy
13	New stair carpet September 2017	£134, £85, £200	Pre-dates the tenancy
14	New double glazed window and door	£3,035 and £1,866	Pre-dates the tenancy
15	Roof repairs December 2018	£2,800	Freeholder's responsibility
16	New plaster board to ceiling	£565 and £7,654	Freeholder's responsibility
17	Garden gate	£250	Freeholder's responsibility
18	Damp proofing	£3,085	Tenants say this was not incurred
19	Pestgone	£225 and £180	**"accepted expenses"**
20	Van Mildert Rent guard	£179.20 x 2	**"accepted expenses"**
21	Landlord insurance	292.85 x 2	**"… as is the landlord's insurance"**
22	Building insurance	£762.50 x 2 [762.50 allowed]	**£762** allowed, for one year
23	Management cost	£6,863.98	See item 23 below
24	Estate agent fee	£5,334 [4,551,89]	"The applicants have accepted management costs and agency fees in the total of £4,551,89"
25	Inventory cost	£150	No comment
26	Gas safety certificate	£60 x 2	No comment
27	Home care cover	£35 x 24: £840	No comment
28	Hotel accommodation for tenant during maintenance work	£137	No comment

28. What the appellant says is that a number of items said to have been "agreed" or "allowed" by the FTT in its paragraph 15 were not in fact included in the total of deductions. And indeed it is not possible to understand the FTT's figure of £5,313.89 which appears to

comprise an unexplained part of items 23 and 24, together with item 22 only (£4,551.89 + £762 = £5,313.89).

29. I have asked myself whether the FTT disallowed the other items even where they were agreed on the basis that no receipts were produced; the FTT says that apart from items 7 and 8 no receipts or invoices were produced. But that would leave unexplained the omission of items 7 and 8, and indeed the inclusion of one year's insurance at item 22 and part of items 23 and 24. Moreover, the appellant has produced for the Tribunal the bundle that he provided to the FTT and says that it shows that he did have receipts for most of the items claimed.

30. A further mystery is that the FTT did not say why items 11 to 17 were the responsibility of the freeholder. The FTT made no reference either to the appellant's lease or to the terms of the insured shorthold tenancy, and so I am not able to understand that determination.

31. More fundamentally, it will be apparent from my account of the law in paragraphs 9 to 19 above that although it has been the FTT's practice to make deductions in this way following *Parker v Waller* I take the view that that is not the correct approach under the current statutory provisions.

What the appellant says about the deductions

32. The appellant in his grounds of appeal and skeleton argument was particularly concerned at the failure to deduct the first six items, which he says were incurred during the tenancy; item 8, where the FTT said it would deduct the cost of the bath; item 13 which the appellant says the respondents accepted and where the FTT said incorrectly that the expenditure was incurred before the date of the tenancy. In some cases the appellant says that he did produce a receipt or an invoice, namely item 13 and item 18. As to the patio door at item 14, he says that he produced an estimate to the FTT and now has an invoice. Item 18 he says was not the responsibility of the freeholder, and the expense was incurred during the tenancy.

33. At the hearing the appellant went through each item on the list and referred me to items in the bundle that he produced for the FTT. He helpfully made clear that he was not appealing each item, but he went through everything to show that in each case there was an invoice, and in each case he argued that this was an expense of renting out the house and that it was a relevant expense even where it fell outside the period for which a rent repayment order was claimed. He accepted that some items fell outside the period of the tenancy but said that they demonstrated his expenditure on the property.

34. I asked the appellant about the basis on which he made these payments, and he agreed that he had obligations as a landlord, but argued that the rent was his only means to pay these expenses.

What the respondents say about the deductions

35. The respondents have produced a copy of their tenancy agreement. Clause 5.3 says that the landlord (that is, the appellant) has the following obligation:

"To comply with the requirements of section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the Premises; to keep in repair and proper working order the installations in the Premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises and the locality in which it is situated."

36. The respondents point out that where the FTT says that a payment was made outside the period of the tenancy, in some cases what was meant was that the payment was not made during the period of one year from 1 February 2018 with respect to which the payment is to be calculated. But some payments were made outside the period of the tenancy, for example the fridge and tiled floor at items 11 and 12, and the patio door at item 14 which was ordered before the commencement of the tenancy in September 2017.

37. The respondents therefore say that items 1 to 6, 11 to 18, 25 and 28 should not be deducted.

38. The respondents say that they did not agree that the cost of the bath should be deducted (item 6) and they point out that the invoice produced is for a different amount and a different address. The appellant in reply said that he now had a corrected invoice, and that the previous invoice had the wrong address because he has been a customer of this supplier from some years and they had his old address.

39. The respondent agrees that the costs at items 7, 9, 10 and 19 were incurred during the relevant period, and half of items 20, 21, 22, 26 and 27. As to items 23 and 24 they say that the management costs incurred during the relevant period were £2,431 and the estate agency fees were £256.50, which is what the FTT deducted by the FTT.

Conclusion about the deductions

40. I am grateful to the parties for setting out their thinking about the various items in the schedule. The FTT's refusal to deduct items 1 to 6 and 11 to 14 is explained by the fact that none of those items fell within the period relevant to the rent repayment order; the fact that some or all of them were incurred during the tenancy is irrelevant. Aside from that, the parties have not been able to explain how the FTT made its calculation. The respondents concede that a number of items were agreed by them, although not all that the FTT said were agreed; it is not possible to understand why the FTT deducted some of the items that it said were agreed but not all of them and the figures for items 23 and 24 remain a mystery. On this basis the FTT's decision is irrational because its reasoning cannot be understood and is inconsistent with the decision it made, and has to be set aside.

41. It will be apparent that in any event I take the view that the deduction of the landlord's expenditure was not in accordance with the law, for the reasons I set out in paragraphs 9 to 19, and I set the decision aside for that reason also.

The financial penalty

42. The appellant also wants permission to appeal on the grounds that the FTT failed to take into consideration the fact that he has paid £8,000 to the local housing authority by way of a financial penalty for the HMO licence offence. But he did not mention it to the FTT, so it is hard to see what else the FTT should have done. The appellant says that he did not realise it was relevant; and he would like the amount of the financial penalty to be deducted from the rent in calculating the rent repayment order.

43. I do not agree that the amount of the financial penalty should be deducted (see paragraph 18 above). So I do not think that the FTT would have had any reason to change its decision even if the financial penalty had been mentioned to it.

44. There is no prospect of a successful appeal on this ground and permission is refused, but in re-making the FTT's decision I shall be able to bear the financial penalty in mind.

Re-making the decision

45. The Tribunal can make any order that the FTT could have made. I take the view that I have sufficient information to re-make the decision rather than remitting it to the FTT.

46. All that the statute tells us is the period in respect of which the order is to be made (12 months), the maximum that can be ordered (in this case, the rent paid for those 12 months) and the matters set out in section 44(4) namely the conduct of the parties, the financial circumstances of the landlord, and whether he has been convicted of any offences to which this Chapter of the 2016 Act applies. There are no convictions, so only the first two matters are relevant.

47. I have to start, therefore, with the relevant period, which is not in dispute, and the maximum payable, which equally is not in dispute (being £28,599.96).

48. I then have to consider the conduct of the parties. At the hearing of the appeal the appellant again sought to exonerate himself from his failure to license the property, saying that he believed he had to get works done before the licence application could be made. He said that he was not a professional landlord and had misunderstood the rules. The FTT was unimpressed with this, but nevertheless found that there was nothing in the conduct of the appellant or the respondents that needed to be taken into account. That finding was not appealed and so I adopt it. I see no substance at all in the appellant's attempts at the appeal hearing to denigrate the respondents' conduct.

49. Accordingly the only remaining matter to be considered is the landlord's financial circumstances.

50. Under this head the appellant seeks the deductions set out in his schedule, some further payments including mortgage payments, and the financial penalty.

51. The FTT followed *Parker v Waller* and aimed to limit the rent repayment order to an amount that would remove the landlord's profits; it therefore deducted costs that the landlord incurred in the course of the period for which an order was made must be deducted. It refused to deduct anything paid outside the period from 1 February 2018 to 31 January 2019 because such payments were funded by the rent received outside that period and are irrelevant to these proceedings.

52. However, as I said above, there is no longer any reason to limit the order to make it in effect a repayment of the landlord's profits for the relevant period.

53. The provisions of the 2016 Act are rather more hard-edged than those of the 2004 Act. There is no longer a requirement of reasonableness and therefore, I suggest, less scope for the balancing of factors that was envisaged in *Parker v Waller*. The landlord has to repay the rent, subject to consideration of conduct and his financial circumstances. There may be a case, as I said at paragraph 15 above, for deducting the cost of utilities if the landlord pays for them out of the rent (which was not the case here). But there is no justification for deducting other expenditure. The sums that he incurred costs for his own benefit, in order to get a rental income from the property most were incurred in performance of the appellant's own obligations as landlord. The respondents as tenants were entitled to the items set out in the appellant's schedule of expenditure (insofar as they do relate to the property: in the circumstances I do not have to resolve disputes of fact for example about item 8). The respondents are entitled to a rent repayment order. There is no reason to deduct what the appellant spent in meeting one obligation from what he has to pay to meet the other.

54. The appellant also wants to deduct what he had to pay by way of mortgage payments to the TSB and interest on another loan which has not been shown to relate to the property. The FTT refused to deduct the mortgage payments because the mortgage was taken out in 2016 whereas the property was purchased in 2014, so that the mortgage did not appear to have funded the purchase. The appellant says that the property was bought some years before that and that this was a re-mortgage. He did not produce evidence about that to the FTT and he could have done so. More importantly, what a landlord pays by way of mortgage repayments – whether capital or, as in this case, interest only – is an investment in the landlord's own property and it is difficult to see why the tenant should fund that investment by way of a deduction from a rent repayment order. The other loan has not been shown to relate to the property and I regard it as irrelevant, as did the FTT.

55. I bear in mind that the appellant has paid a financial penalty of £8,000. There is no reason why it should be deducted from the rent repayment order. There is nothing in the amount ordered that indicates to me that an unusually severe or lenient view was taken by the local housing authority, and so I do not think that the financial penalty takes matters any further.

56. When I making this decision on a blank sheet of paper, without any prior proceedings in the FTT, I doubt that I would differ anything from the maximum, in the absence of better evidence about the respondent's financial circumstances aside from his income from the rent.

57. However, in this case there was no cross-appeal. The tenants had agreed that a number of items should be deducted, although there is some dispute as to what was agreed before the FTT. The FTT and the parties all proceeded on the basis that the deductions were appropriate and that may well be why the appellant did not produce better evidence of his financial circumstances. Had there been a re-hearing he would have had the opportunity to do so. As things stand, and in the absence of a cross-appeal, it would be unjust if the outcome of the appellant's successful appeal was that he had to pay a great deal more than he was ordered to pay by the FTT.

58. Accordingly I make an interim payment order in the sum of £17,420, being the same sum that the FTT ordered. The appellant is to make that payment to the respondents, in the proportions ordered by the FTT, within 28 days of the date of this decision.

Judge Elizabeth Cooke

11 June 2020

First-tier Tribunal Property Chamber
(Residential Property)

Ref no. (for office use only)

Application by Tenant or Local Housing Authority for a Rent Repayment Order

Housing and Planning Act 2016

It is important that you read the notes below very carefully before you complete this form.

This is the correct form to use if you are (or were) a tenant of a residential property where a landlord has committed an offence to which Chapter 4 of Part 2 of the Housing and Planning Act 2016 applies and you wish to apply to the Tribunal for a rent repayment order under sections 41(1) and 41(2) of the Act.

This is also the correct form if you are a local housing authority where a landlord has committed an offence to which Chapter 4 of Part 2 of the Housing and Planning Act 2016 applies and, having given notice of intended proceedings, you wish to apply to the Tribunal for a rent repayment order under sections 41(1) and 41(3) of the Act.

Please note you should NOT use this form if the application relates to an offence under s72(1) or 95 (1) of the Housing Act 2004 committed before 6 April 2017 or is a continuing offence first committed before 6 April 2017, unless the offence continues after 5 April 2018.

IMPORTANT NOTE: The application must be made not later than 12 months after the date of the alleged offence.

A fee is payable for this application (see section 10 for Help with Fees).

Applications should be sent as a Microsoft Word document by email to the relevant regional tribunal address shown in the Annex to this form. You must also send by email the appropriate documents listed in section 10 of this form. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form. To request that you should be sent details for paying by on-line banking please tick this box ☒ (See Annex to this form for regional office contact details).

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

1. DETAILS OF APPLICANT (S)

Name: Mark Walton

Address (including postcode):
23 Somerville Close, Wokingham, RG41 4SW

Address for correspondence (if different from above):

Telephone:
Day: Evening: Mobile:

Email address: Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: Justice for Tenants

Reference no. (if any): REF 8727

Address (including postcode):
70 Gordon Road, [illegible]

Telephone:
Day: 07841 [illegible] Mobile:

Email address: [illegible]@justicefortenants.org Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY

5 Oxford [illegible], Southampton, SO15 [illegible]

3. BRIEF DESCRIPTION OF PROPERTY (*e.g. 2 Bedroom flat in converted house with 6 flats*)

3-bedroom, 1-storey terraced house.

4. DETAILS OF RESPONDENT (S)

Name: Oliver Woodcock

Address (*including postcode*):

c/o Tenant Direct, 14 New Road, Southampton, SO14 0AY – Serving address for Oliver Woodcock on the Applicant's tenancy contract

52 Silo Drive, Ansbidmore, GU7 2NX – Address for Oliver Woodcock on the Land Registry title deed for the Property

Address for correspondence (*if different from above*):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Representative name and address, and other contact details. Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any):

Address (*including postcode*):

Telephone:

Day: Mobile:

Email address: Fax:

Note: This form asks the applicant to provide the details of parties to the application. Additionally, the Tribunal needs to know the names and addresses of other people who may be significantly affected by the application such as other tenants or occupiers in the building. Please provide a list of the names and addresses of any such person(s). If this is not possible or is impractical, then a written statement should be provided with this application.

5. OTHER APPLICATIONS

Are you, or have you been involved in any other Housing and Planning Act 2016 application to the Tribunal or are you aware of any other application involving the same respondent or property as in this application? If so, please give details including the case reference number and the date of the decision (where relevant)

No

6. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ("A paper determination").

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate. ☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

7. AVAILABILITY

If there are any dates or periods we must avoid during the next four months (either for your convenience or the convenience of any witness or expert you may wish to call) please list them here.

Dates on which you will NOT be available

Dependent on Coronavirus Remote hearings or written determination are welcome.

8. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator).

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

9. GROUNDS FOR MAKING THE APPLICATION

Chapter 4 of Part 2 of the Act confers power on the Tribunal to make a rent repayment order where a landlord has committed an offence to which the Chapter applies. The offences are: violence for securing entry; eviction or harassment of occupiers; failure to comply with an improvement notice; failure to comply with a prohibition order; control or management of an unlicensed HMO; control or management of an unlicensed house; and breach of a banning order.

The Tribunal may make a rent repayment order if satisfied beyond reasonable doubt that a landlord has committed an offence (whether or not the landlord has been convicted).

Please give the grounds for making the application and details of the amount of repayment sought.

This application is for [illegible] of the Housing and Planning Act 2016 for the offence of having control of, or managing, an unlicensed HMO, [illegible] under s.98 of the Housing and Planning Act 2016.

[illegible] s.55(1) and s.56 of the Act permits local authorities to designate the area of their district or an area within their district as subject to additional licensing [illegible] Section 57 of the Housing Act 2004 [illegible]

The rented property was [illegible] additional licensing area as designated by Southampton City Council. The additional licensing scheme came into force [illegible] The additional licensing designation applies to all HMOs which are not subject to Mandatory HMO licensing under s.55(2)(a) of the Housing Act 2004 [illegible] wards of Bevois, Bitterne, Portswood and Swaythling.

The property was occupied [illegible] as follows:

1. The property is an HMO [illegible] with the exclusion of the standard test specified in s.254 of the Housing Act 2004.
   [illegible] which was occupied by persons who do not form a single household.
   [illegible] occupied by these persons was their only or main residence.
   [illegible] of the relevant occupation. The tenants [illegible]
   [illegible] occupied the property alone [illegible] as entities.

2. The property [illegible] Southampton City Council. The property was situated within the Bevois ward as can be seen by the [illegible] Southampton City Council [illegible]

3. The Property [illegible] s.254 of the Housing Act 2004.

4. The Premises [illegible] HMO licensing under s.55(2)(a) of the Housing Act 2004.

An application [illegible] was made on [illegible] September [illegible] form attached to the correspondence between Southampton City Council [illegible]

The [illegible] of 2019 [illegible]

Mark Wilson [illegible] Southampton City Council [illegible]

SECTION 9, CONTINUED

The Respondent [illegible] to sell being the Freeholder of the Property [illegible] the [illegible].

As per the Upper [illegible] (HRO) [illegible] the owners of the property [illegible] Respondent.

Please find attached the following [illegible] application:

1. A copy of the tenancy agreement
2. A spreadsheet highlighting rental payments made within the period of the breach
3. Proof of rent payments
4. A copy of the land registry [illegible] the property
5. Proof of [illegible]
6. Electoral [illegible] from the Bevois ward of Southampton City Council.
7. Data obtained from [illegible] the Property to be situated within the Bevois ward of Southampton City Council.

10. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

- If you are a tenant: evidence that you have paid periodical payments (e.g rent) in respect of occupation of the premises during the period in which it is alleged that such an offence has been committed ☒

- If you are a local Housing Authority ☐

  (i) evidence that universal credit or housing benefit has been paid for rent in respect of occupation of the premises during the period in which it is alleged that such an offence has been committed

  (ii) A copy of the notice of intended proceedings under section 42

- A copy of the written agreement covering the occupancy of your property ☒

  Or

  If you cannot have a written agreement, please set out in box 11 below the main terms of your agreement

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application. ☒

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how to complete an application for Help with Fees.

You can submit your Help with Fees application online at **www.gov.uk/help-with-court-fees** or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here:

H	W	F						

If you have completed form EX160 'Apply for Help with Fees' it must be included with your application.

The 'Apply for Help with Fees' form will not be copied to other parties.

11. COMPLETE IF NO WRITTEN AGREEMENT

If you do not hold a written agreement which cannot be enclosed with this application, please set out in the box below the main terms of your agreement i.e. the start date (or date of occupancy if different), length of term of agreement, amount of rent paid, period of rental payments eg. weekly or monthly and any notice conditions.

12. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed: M. Wilson **Dated:** 28/8/20

ANNEX: RRO1 APPLICATION

Justice For Tenants

76 Gordon Road

Enfield

EN2 0PZ

LETTER OF AUTHORITY

I hereby authorise Justice For Tenants or any representative of Justice For Tenants to act on my behalf with respect to my Rent Repayment Order application.

This includes signing documentation on my behalf, including but not limited to mediation questionnaires and listing questionnaires. I also authorise Justice For Tenants to pay a hearing fee, enter a settlement agreement, provide documentation requested by the Tribunal and hold monies in their client money account on my behalf.

I authorise the local authority to share all and any information that may be requested by Justice For Tenants in relation to the licensing of the property I have lived in. This information will be necessary to enable me to exercise my right to apply for a Rent Repayment Order.

Print Name: MARK WILSON
Signature: M. Wilson
Date: 01/04/20

Print Name:
Signature:
Date:

Print Name:
Signature:
Date:

Print Name:
Signature:
Date:

Print Name:
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Date:

ASSURED SHORTHOLD TENANCY AGREEMENT: ENGLAND & WALES

Under Part 1 of the Housing Act 1988 as amended under Part 3 of the Housing Act 1996 and further amended by the housing act 2004

This document is intended to create an Assured Shorthold Tenancy Agreement in accordance with Section 19a Housing Act 1988 as amended by the Housing Act 1996 and further amended by the housing act 2004. It gives the Tenant (as defined) a right to occupy the Property until the agreement is brought to an end in accordance with the provisions contained in this [illegible]. The Tenant understands that the Landlord (as defined) can recover possession at the end of the fixed period and may also end the tenancy early if the Tenant fails to carry out their responsibilities.

THIS AGREEMENT is made on the date specified hereunder BETWEEN the Landlord and the Tenant(s).

DATE 24th October 2018

LANDLORD(S) Mr Bill Wheelcock, Tel: 02380 382230
Of c/o Tenant Direct, 14 New Road, Southampton, SO14 0AY

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 may be served on the Landlord at the above address

TENANT(S) Mr Mark Wilson, Mr Rhys Stockton, Miss Naoise Johnston

PROPERTY [illegible] the [illegible] possessions listed in the "Inventory"
The dwellinghouse situated at:

5 Cedar Gardens, Southampton, SO14 6TG

CONTENTS The fixtures and fittings at the Property together with any furniture, carpets, [illegible] and other effects listed in the Inventory

TERM For the fixed term of 12 months commencing on 01/07/2019 to 10am on 27/06/2020 but continuing by virtue of statute until notice is given

RENT £1,387.00 per calendar month

PAYABLE [illegible] equal monthly payments on the 1st day of every month

DEPOSIT £1,575.00 is paid by the Tenant to the Agent

The Deposit is held by **'The Agent'** as a Stakeholder. The Agent is a member of the Tenancy Deposit Scheme [illegible]. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:
The Dispute Service Ltd, PO Box 1255, Hemel Hempstead, Herts
HP1 9GN
Tel: 0845 226 7837
Fax: 01494 431123
Email: deposits@tenancydepositscheme.com
www.tenancydepositscheme.com

1 RENT AND OTHER CHARGES

Once this agreement has commenced and until it is legally ended the Tenant must;

1.1 pay the rent in full and on the due date agreed. If the rent is late the Landlord(s)/Agent will charge late fees of £5.00 per day once the rent is past the due date. These charges will accrue until the date full payment, including late fees, is received. If payment of rent is received from a third party, the payment will be accepted from them as the Tenant's agent. The Landlord will not intend to create a tenancy with any person who pays rent on the Tenant's behalf. Unpaid late fees accrued throughout the tenancy will be recorded and deducted from the security deposit before it is returned at the end of the tenancy

1.2 pay all charges in respect of any gas, electric, water, sewage, telephone or television services used at, or supplied to the property and Council Tax or any other similar [illegible] property tax that might be charged in addition to or replacement of it during the term.

1.3 arrange to [illegible] and Taxes and promptly pay the full amount(s) on time. The Tenant agrees to remain liable for these items after the expiry of this agreement until the tenancy has legally ended.

1.4 at the end of the tenancy pay a check out fee of £40+VAT, this will be deducted from the security deposit.

1.5 on renewing the tenancy pay the fee of £36+VAT per adult resident, subject to a minimum fee of £50+VAT.

1.6 Refunds and deposit returns that are required to be made to a Non-UK [illegible] will be charged £10 per transaction to cover bank charges.

2 [illegible]

This security deposit is held for the following purposes;

2.1 the cure of any breach, any damage caused by the Tenant(s) or any permitted Landlord(s) for any damage to the premises, its fixtures and fittings and or any missing items for which the Tenant is liable. The costs are subject to an appropriate deduction, or allowance for fair wear and tear, taking into consideration the agreed condition of the item at the commencement of the tenancy agreement. Consideration will also be given to the insured risk and [illegible] the Landlord(s)

2.2 to [illegible] any breach of the Tenant's obligations under the tenancy agreement including those relating to cleaning [illegible] fixtures and fittings.

2.3 to [illegible] Tenant leaves [illegible] the end of the tenancy agreement.
The [illegible]

2.4 held by the [illegible] in accordance with the Tenancy Deposit Scheme.

2.5 will [illegible] interest earned, unless specified by the [illegible] Deposit Scheme any interest earned will belong [illegible]
At the end of the tenancy:

2.6 the [illegible] Tenant(s) provide a forwarding address to the Landlord(s)/Agent.

2.7 All utilities and council tax bills must be paid in full and proof provided to the agent, refund the deposit will be released.

2.8 the Landlord(s)/Agent is satisfied has estimated least Tenant in writing if they [illegible] the security deposit in the security deposit [illegible] actual [illegible] the [illegible] and [illegible] as soon as reasonably possible.

2.9 If [illegible] breach of the tenancy agreement, then the Landlord(s)/Agent [illegible] security deposit [illegible] as reasonably possible.

2.10 the Tenant(s) [illegible] the property has been checked and [illegible] for [illegible] and all bills associated with the property have been paid [illegible] Landlord(s)/Agent.

2.11 If [illegible] the security deposit, the dispute will be [illegible] Tenancy Deposit Scheme rules.

2.12 the [illegible] Landlord(s)/Agent in writing if they intend to [illegible] deposit.

2.13 If [illegible] Landlord(s)/Agent and the [illegible] security deposit the dispute will be [illegible] the Tenancy [illegible] All [illegible] co-[illegible] arbitration.

2.14 the [illegible] Landlord(s)/Agent [illegible] to take any legal action [illegible] by the chosen [illegible]
If [illegible]

2.15 an [illegible] TDS, then [illegible] and Tenant agree [illegible] arbitrator appointed by the [illegible] of all parties [illegible] and the arbitrator [illegible] will [illegible]

2.16 The [illegible] will incur an administration fee, to be [illegible] of The [illegible] that will be shared equally between [illegible] and the Tenant(s). The [illegible] for any subsequent costs incurred will be dependent upon the outcome of arbitration and the final award made by the arbitrator.

3 CONTROL OF THE PROPERTY

Once the agreement commences and until it is legally ended, the Tenant(s) must not:

3.1 do anything which causes any nuisance, annoyance or is in any way illegal, immoral or that would invalidate the Landlord's insurance or cause damage to the property.

3.2 use or threaten to use violence, or do anything that creates any risk of harm to any person lawfully residing in the property.

3.3 engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to any persons residing in the locality of the property or any person engaged in a lawful activity within the property [illegible] music or any other noise which can be heard outside the property [between 11pm and 7.30am]

3.4 use or threaten to use the property or any common parts of the property to which you are entitled to use under this agreement for any illegal purpose.

3.5 [illegible] into the drainage system that may cause any harm.

3.6 use any form of heating other than electric oil-filled radiators and forms of heating provided within the property by the Landlord(s)/Agent (particularly heaters, portable gas heaters, LPG and electric [illegible] are not permitted to be taken into and used within the property).

3.7 [illegible] pets within the property.

3.8 [illegible] when there is no-one in the property.

3.9 [illegible] to the property.

3.10 place [illegible] rubbish to be placed anywhere other than in the areas provided.

3.11 allow the gas, water or electricity supply to become disconnected (the Tenant will be liable for all costs in having utilities reinstated where these have been disconnected as a result of their actions.

3.12 keep any pets without the Landlord's/Agent's written permission.

3.13 smoke within the property, or any communal areas where smoking is prohibited.

3.14 breach any [illegible] of which they have been made aware that are applicable to the property.

3.15 [illegible] any sign or advertisement to the property.

3.16 [illegible] dwelling or allow the number of occupiers to be such that, the property is not classified as a House of Multiple Occupation, such a [illegible] prohibited.

3.17 replace [illegible] locks, or supply a key to anyone not named in the tenancy agreement without written permission from the Landlord(s)/Agent. Where written permission to replace locks is given it is the duty of the Tenant(s) to supply at their own cost, to the Landlord(s)/Agent a copy of the key. This to include all replacement keys [illegible] tenancy become the Landlord(s)/Agent's property.

3.18 [illegible] any drug dealing at the property.

3.19 [illegible] or share possession of the property without the written consent of the Landlord(s)/Agent.
The Tenant(s) [illegible]

3.20 [illegible] nuisance.

3.23 [illegible] that are required, where the Landlord has [illegible] or fraud on the property. If as a consequence of the Tenant breaching these obligations, the Landlord is [illegible] to pay any costs of the fine(s) and any [illegible] legal costs incurred as a consequence.

3.24 [illegible] for the security of the property. The Tenant [illegible] to the property are used and [illegible] (where one is supplied) when the property is [illegible]

3.25 [illegible] Landlord(s)/Agent if they change the burglar alarm code [illegible]
[illegible] reasonable costs for fitting replacement [illegible] Tenant's expense. It is at the end of the tenancy [illegible] double thumb lock on all locks fitted [illegible] Landlord(s)/Agent.

3.26 [illegible] or similar [illegible] the property for the [illegible]

3.27 [illegible] the property is going to be [illegible] longer than seven days as this may [illegible] by them.

4 [illegible] and until it is legally ended, the Tenant(s) must not:

4.1 [illegible]

4.2 [illegible] to the property or any [illegible]

4.3 [illegible] from the property without written [illegible]

4.4 [illegible] the property.

4.5 [illegible] the written consent from the Landlord(s)/Agent (where requested samples of paint and [illegible] to the Landlord(s)/Agent if [illegible]

4.6 [illegible] alteration to the property without the [illegible] Agent. The Landlord has an

absolute right to refuse consent for any improvements or alterations, but where permission is granted any fixtures become the property of the Landlord - this includes the erection of a satellite dish or television aerial.)

4.7 spend money on repairs without the Landlord(s)/Agent's written permission. The Tenant(s) do not have authority to commission contractors on the Landlord(s)/Agent's behalf and will be liable to pay any costs incurred if they are deemed to have been acting [illegible] for).

The Tenant(s) must:

4.8 keep the property and items provided within the inventory in good condition;

4.9 take reasonable precautions to prevent freezing pipes and ensure surface water covers are free from leaves and other debris at all times;

4.10 promptly notify the Landlord(s)/Agent if any part of the property has been damaged or has fallen into disrepair by their action or by a person living with them [illegible] by any person visiting the premises invited into the property;

4.11 where there is a garden, keep it tidy and well maintained, mowing the lawn, trimming the hedges and weeding the garden as appropriate. (The Tenant is not responsible for any overgrowth or damage otherwise after the general disrepair of the garden.);

4.12 pay for any damage caused to other parts of the property in the event of a leak in the property [illegible] by the Tenant(s) or any person living with them or visiting the property or anyone who is residing at the property;

4.13 pay for any damage caused to the property, fixtures, fittings, furniture and contents, whether the Tenant(s) or any guest of the Tenant(s) is responsible, or any other damage caused during the tenancy, or prior to the date of this agreement;

4.14 pay for any pest control [illegible] and thereafter out of the property;

4.15 in the event of flooding [illegible] not pay any call out fee for [illegible];

4.16 [illegible] improvement or [illegible] and [illegible] of the property;

4.17 [illegible]

4.18 [illegible]

4.19 [illegible] collect [illegible]

(IT IS [illegible] RELATED MATTERS [illegible] ISSUE ARE THE [illegible] TENANT [illegible]

5 [illegible]

5.1 [illegible] the property [illegible] any maintenance issues [illegible] be carried out [illegible] by the Agent/Landlord.

Following [illegible] the Tenant will be notified to [illegible] the Agent/Landlord [illegible] of the decision to repair or [illegible] the Tenant [illegible] will be [illegible] the tenant.

6 [illegible]

Once this agreement commences and until it is legally ended, the Tenant(s) must:

6.1 [illegible]

6.2 [illegible] of the property and carry out repairs necessary to comply with [illegible] and repair the property. For this purpose [illegible] keys for all the locks to the property. The Landlord/Agent will where possible [illegible]

6.3 [illegible] where possible [illegible]

6.4 [illegible] the Landlord/Agent [illegible] holding out [illegible] the Tenant(s)

6.5 reimburse the Landlord(s)/Agent for any costs incurred where it is necessary to force entry to the property, where this is as a direct result of their actions;

6.6 make the Landlord(s)/Agent aware of any defect or maintenance issues that are the Landlord's responsibility to repair as soon as they become known. Failure to report any maintenance as soon as possible may result in liability to pay for any additional damage caused;

7 [illegible]

7.1 if the Tenant(s) breaches the agreement in any way, they may be liable [illegible] incurred by the Landlord/Agent.

7.2 [illegible] the Tenant(s) may be liable for arrears

7.3 [illegible] to send a letter as a result of actions by the Tenant(s) [illegible] of £25+VAT will be payable to the Landlord(s)/Agent.

7.4 [illegible] payment made by the Tenant(s), is [illegible] minimum charge of £25+VAT will be payable to the Landlord(s)/Agent.

7.5 where it is necessary to serve a Section 8 Housing Act 1988 notice, as a result of a breach of this agreement a minimum charge of £35+ VAT will be payable to the Landlord(s)/Agent.

7.6 [illegible] to allow [illegible] there will be a charge of £25+VAT [illegible] Monday to Friday, outside of these [illegible] VAT will be applicable.

7.7 [illegible] Landlord(s)/Agent to visit the property as a [illegible] than the Tenant(s) will [illegible] a minimum of [illegible]

7.8 [illegible] the Tenant(s) have abandoned the property, [illegible] the Landlord(s)/Agent to visit the property, [illegible] will be taken for all reasonable costs incurred.

7.9 [illegible] any [illegible] by the Tenant [illegible] a charge of £300 will be [illegible] case

8 [illegible] is legally ended, the

8.1 [illegible] property (except [illegible] attributable to lack of care by [illegible] property). A Category 1 [illegible] as set out in [illegible] The property forms [illegible] there is no Category [illegible] building and or of the

8.2 [illegible] the property,

8.3 [illegible] order the service [illegible] in the property.

8.4 [illegible] Gas Safety [illegible] engineer.

8.5 [illegible] Safety [illegible]

The Landlord [illegible] will be become aware that [illegible] The Landlord is deemed to comply with their [illegible] provided works are carried out [illegible] made aware of any defects.

9 INSU[illegible]

[illegible] the property of the

9.3 [illegible] policy and the [illegible] the Tenant agrees to repay the [illegible] by the Landlord's insurers if the claim [illegible] the Tenant or [illegible] the Tenant [illegible]

10 [illegible]

10.1 [illegible] two calendar months written notice in accordance with Section 21 of the Housing Act 1988, requiring possession of the property on a date specified in the notice.

10.2 [illegible] in accordance with the provisions of Section [illegible] the Law of Property Act 1925. Notice may be given to you at [illegible] or served at any time during [illegible]

10.3 [illegible] breaching any term of this agreement. This [illegible] the date at which it is legally due [illegible]

10.4 [illegible] which are [illegible] pending

10.5 [illegible]

10.6 [illegible]

10.7 [illegible] agreement with [illegible]

10.8 [illegible] Landlord(s)' [illegible] until the [illegible] from the [illegible] of the Housing Act 1996)

10.9 [illegible] the date [illegible] this [illegible] in full possession of the property. [illegible] right to [illegible] Court [illegible] Landlord(s)/Agent may start this process [illegible]

10.11 [illegible] the [illegible] start [illegible] may [illegible]

10.12 [illegible] month's notice in writing that he [illegible] The [illegible] part of [illegible] to [illegible] First class [illegible]

10.13 [illegible] agreement ends [illegible]

10.14 [illegible]

Where the p[illegible] Landlord(s' [illegible] period is unpaid then [illegible] means the [illegible] property.

11 [illegible]

The Tenant(s) must:

11.1 give the Landlord/Agent written notice of their intentions, prior to the tenancy end date as specified in this agreement.

11.2 allow the Landlord(s)/Agent to put up a 'To Let' board at the property.

11.3 give the Landlord(s) vacant possession of the property (the tenancy and [illegible] does not agree to pay reasonable costs [illegible] agrees to pay the Landlord for any damages in [illegible] which possessions are disposed of by him [illegible] vacant possession)

11.5 [illegible] as required during the tenancy to its [illegible] condition

11.6 [illegible] additional keys that [illegible] return keys will [illegible] charge relating to the security [illegible]

11.7 [illegible] consent to a [illegible] the cost of which [illegible] Deposit.

11.8 [illegible] standing order [illegible] any overpaid rental will be [illegible] per overpaid [illegible] return this.

11.9 [illegible] details about [illegible] prospective future [illegible] Tenant databases if [illegible] tenancy in an unsatisfactory manner.

11.10 [illegible] will be has about the [illegible] an enquiry about [illegible]

12 [illegible]

12.1 [illegible] provided by the [illegible] Parties) Act 1999

12.2 [illegible] Regulations 2000 are [illegible]

12.3 [illegible] relating to the [illegible] Tenant permits the [illegible] allowance claim [illegible]

12.4 [illegible] agreement cannot be enforced or is found to be [illegible] the other terms of the agreement.

12.5 [illegible] reasons to the 'Landlord' includes [illegible] agreement; references [illegible] persons deriving title under the [illegible]

12.6 [illegible] accordance with [illegible] more than [illegible] means that, for [illegible] under this [illegible] property or any part of it).

12.7 [illegible] in accordance [illegible]

13 [illegible]

13.1 [illegible] Tenant will meet [illegible]

13.2 [illegible] under this [illegible] Tenant(s) will pay [illegible] each.

13.3 [illegible] reasonable legal [illegible] court to [illegible] property, or [illegible] under this [illegible]

13.4 [illegible] as long as the Tenant continues to [illegible] "Ended" here [illegible] property is returned, or County [illegible] Tenant(s) gives the [illegible] will not [illegible]

Special Conditions:

N/A

Signed by the Tenant:

DocuSigned by:

11/8/2018

Date: .....

DocuSigned by:

11/8/2018

Date: .....

Date: .....

Signed by or on behalf of the Landlord

DocuSigned by:

Signed: .....

THIS TENANCY IS SUBJECT TO TENANCY DEPOSIT PROTECTION
PRESCRIBED INFORMATION - HOUSING ACT 2004

This information is prescribed under the Housing Act 2004.
That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

DETAILS OF THE PROPERTY to which the Tenancy relates

A1. ADDRESS OF PROPERTY
5 Cedar Gardens
Southampton
SO14 6TG

DETAILS OF DEPOSIT HOLDER(S)

Tenant Direct
3-8 Park View 14 New Road
Southampton Hampshire SO14 0AY
info@tenantdirect.co.uk
02380 332230

DETAILS OF TENANT(S)

Mr Mark Wilson
Mr Rhys Stockton
Miss Nadine Johnston

ADDRESS FOR CONTACT AFTER TENANCY ENDS IF KNOWN:

EMAIL:
mark.wils@hotmail.co.uk
MOBILE NUMBER: 07719650861

THE DEPOSIT

The Deposit amount is: 1,575.00

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit, whichever is earlier, and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service. A leaflet entitled "What is the Tenancy Deposit Scheme?", explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Tenant Direct.

The Deposit is safeguarded by the Tenancy Deposit Scheme which is administered by:

The Dispute Service Ltd
PO Box 514
Amersham
Bucks HP6 6ZR

phone [illegible]
web [illegible]
email [illegible]
fax [illegible]

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

AT THE END OF THE TENANCY

1. The Deposit will be released following the procedures set out in clause 5 of the Tenancy Agreement provided in relation to the Tenancy.

2. Deductions may be made from the Deposit according to clauses 5 of the Tenancy Agreement provided in relation to the Tenancy. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

3. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in "What is the Tenancy Deposit Scheme?" which is attached to this document. More detailed information is available on www.thedisputeservice.co.uk

4. TDS are statutorily excluded under

[illegible] illustrating where [illegible] reasonable efforts to do so, the Landlord or the Agent are unable [illegible] the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, [illegible]

- [illegible] After over a [illegible] time it is for no longer than normal take for the ICE to resolve a dispute to contact the [illegible] using [illegible]

- [illegible] are [illegible] deductions, [illegible] would normally be

- [illegible] who, [illegible] will transfer [illegible] the present [illegible] assembly [illegible] response, [illegible]

5. A [illegible] should be [illegible] appropriate [illegible]

6. [illegible] at least six [illegible] elapsed from last [illegible] Tenant/Landlord [illegible] that [illegible] received by [illegible] legal [illegible] by the [illegible] in their premises.

7. [illegible]

[illegible] time period and seek to [illegible] of the deposit, the [illegible] to adjudicate.

[illegible] the information [illegible] and the Tenant is accurate [illegible] knowledge and belief and the [illegible] opportunity to examine the [illegible]

[illegible] has been given the opportunity to examine this information. The [illegible] signing this document that [illegible] the information [illegible] the last of the Landlord's [illegible]

Signed [illegible]:

[illegible]

[illegible]

[illegible]

[illegible] on behalf of the Landlord

[illegible]

Total of Rent Reclaimable for Mark Wilson

Tenant Name	Date of Payment	Rental Period	Amout paid	Total Reclaimable	Notes
Mark Wilson	01/07/2019	01/07/2019 - 01/08/2019	£ 231.50	£ 231.50	
Mark Wilson	01/08/2019	01/08/2019 - 01/09/2019	£ 462.00	£ 462.00	
[illegible]	[illegible]/09/2019	1/09/2019 - 01/10/2019	£ [illegible]	£ 231.50	
[illegible]	[illegible]/10/2019	[illegible]/10/2019 - 01/[illegible]/2019	£ 462.00	£ 462.00	
[illegible]	[illegible]/11/2019	1/11/2019 - 01/[illegible]/2019	£ 462.00	£ 462.00	
[illegible]	[illegible]/12/2019	[illegible]/2019 - 01/[illegible]/2020	£ 462.00	£ 462.00	
[illegible]	[illegible]/01/2020	[illegible]/2020 - 01/[illegible]/2020	£ 462.00	£ 462.00	
[illegible]	[illegible]/02/2020	[illegible]/2020 - [illegible]/2020	£ [illegible]	£ 462.00	
[illegible]	[illegible]/03/2020	[illegible]/2020 - 01/[illegible]/2020	£ 462.00	£ 462.00	
[illegible]	[illegible]/04/2020	[illegible]/2020 - 01/[illegible]/2020	£ 462.00	£ 462.00	
[illegible]	[illegible]/05/2020	[illegible]/2020 - 01/[illegible]/2020	£ 462.00	£ 462.00	
[illegible] Wilson	[illegible]/06/2020	[illegible]/2020 - 01/[illegible]/2020	£ 462.00	£ 462.00	

Total Reclaimable Rent: £ 5,083.00

[illegible] 01/07/2019 - 01/07/2020 [illegible] shown by the schedule above

[illegible] Mark Wilson's claiming is £5,083.00

HSBC UK

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see reverse for call times
Text phone 03457 125 563
used by our speech impaired customers
www.hsbc.co.uk

6 Jun

Your Statement

Account Name
Mr Marc

Sort Code	Account Number	Sheet Number
		93

Your Statement Details

Date	Details	Paid in	Balance
13 Jun			2,166.12
14 Jun			2,145.62
17 Jun			2,133.10
18 Jun			2,118.67
23 Jun			2,115.25
24 Jun			2,095.24
25 Jul			2,070.24
26 Jun			2,013.86
01 Jul			1,985.01
02 Jul		30.00	2,045.01
03 Jul			2,024.86
04 Jul	[redacted]	[redacted]	2,013.89
05 Jul			1,540.70
			1,537.75
05 Jul			1,537.75

1-2 Nature

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6 Jul [illegible]

Your Statement

Account Name	Sort Code	Account Number	Sheet Number
Mr Mark Andre [illegible]	[illegible]	41865651	97

Your Statement [illegible] details

Date	[illegible]	[illegible]	Paid in	Balance
	[illegible]			2,169.90
31 Jul [illegible]	[illegible]			2,164.90
01 Aug [illegible]	[illegible]		[illegible]	2,133.74
	[illegible]		60.00	
02 Aug [illegible]	[redacted]	[redacted]		1,728.29
05 Aug [illegible]	[illegible]		[illegible]	1,696.79
06 Aug [illegible]	[illegible]			1,691.39
07 Aug [illegible]	[illegible]			1,681.90
	[illegible]			1,665.14
08 Aug [illegible]	[illegible]			1,665.14

Information [illegible] Services Compensation Scheme

Your deposit [illegible] Financial Services Compensation Scheme (FSCS). For further information about the compensation [illegible] FSCS, go to the FSCS website at www.fscs.org.uk, call into your nearest branch or call your relationship [illegible] can be found on the FSCS information [illegible] Sheet and Exclusions List which [illegible]

Credit interest [illegible]	[illegible]	EAR variable	Arranged Overdraft interest rate	balance	EAR variable
Credit interest [illegible]	[illegible]	0.00%	Arranged Overdraft [illegible]	[illegible]	0.00%

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9 A[illegible]

Your Statement

Account Name	Account Number	Sheet Number
Mr Mark Andrew [illegible]	[illegible] 406 4156 5641	100

Your Statement Balances [illegible]

Date	[illegible]	Paid In	Balance
02 Sep [illegible]	[illegible] BROUGHT FORWARD		725.00
		[illegible]	
03 Sep [illegible]			776.04
		[illegible]	
04 Sep [illegible]			775.20
		[illegible]	
08 Sep [illegible]	[illegible] CARRIED FORWARD	[illegible]	832.20
			832.20

Information about the Financial Services Compensation Scheme

Your deposit is eligible [illegible] Financial Services Compensation Scheme (FSCS). For further information about the compensation [illegible] please refer to the FSCS website at www.FSCS.org.uk, call into your nearest branch or call our telephone [illegible] can be found on the FSCS Information Sheet and Exclusions List which [illegible]

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9 September to [illegible]

Your Statement

Account Name	Sortcode	Account Number	Sheet Number
Mr Mark Andrew [illegible]	[illegible]	41865641	103

Your Student [illegible] details

Date	Payment details	Paid out	Paid in	Balance
27 Sep 19	[illegible] 01 [illegible]			2,767.23
	VIS [illegible]		5.40	
30 Sep 19	[illegible]			2,760.78
	[illegible]		6.79	
01 Oct 19	[illegible]			2,766.57
	[illegible]		50.10	
02 Oct 19	[illegible]			2,816.68
03 Oct 19	BP [illegible] PAYMENT [illegible]	46.00	18.00	2,834.68
	VIS [illegible]	[illegible]		
	[illegible]			
04 Oct 19	[illegible]			2,362.62
07 Oct 19	[illegible]	[illegible]		2,345.64
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		
08 Oct 19	[illegible]	[illegible]		2,301.75
	[illegible]			
	[illegible]		692.00	2,986.38
08 Oct 19	[illegible]			2,986.38

Information ab[illegible] Services Compensation Scheme

Your deposit is [illegible] the Financial Services Compensation Scheme (FSCS). For further information about the compensation [illegible] FSCS, refer to the FSCS website at www.fscs.org.uk, call into your nearest branch or call your telephone b[illegible] can be found on the FSCS Information Sheet and Exclusions List which is available [illegible]

1-2 Market Pl[illegible]

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9 October to 8 November 2019

Your Statement

Account Name	Sortcode	Account Number	Sheet Number
Mr Mark Andrew Wilson	40-47-09	41865641	107

Your Student Bank Account details

Date	Payment type and details	Paid out	Paid in	Balance
01 Nov 19	[illegible] BROUGHT FORWARD			2,588.74
04 Nov 19	[illegible]		60.00	2,648.74
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		2,597.08
05 Nov 19	[illegible]	462.00		
	[illegible]		104.92	
	[illegible]		174.35	
	[illegible]	[illegible]		
	[illegible]	[illegible]		2,390.20
07 Nov 19	[illegible]	[illegible]		2,343.35
08 Nov 19	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]	[illegible]		2,262.87
08 Nov 19	[illegible] CARRIED FORWARD			2,262.87

Information about the Financial Services Compensation Scheme

Your deposit is eligible [illegible] Financial Services Compensation Scheme (FSCS). For further information about the compensation [illegible] refer to the FSCS website at www.fscs.org.uk, call into your nearest branch or call your telephone [illegible] details can be found on the FSCS Information Sheet and Exclusions List which is available on our [illegible].

Credit Interest Rates	Balance	AER variable
Credit interest		0.00%

Arranged Overdraft Interest Rates	balance	EAR variable
Arranged Overdraft Interest		0.00%

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9 Nov [illegible]

Your Statement

Account Name	Sort Code	Account Number	Sheet Number
Mr Marc Andre [illegible]	[illegible]	41865641	110

Your Statement [illegible] details

Date	[illegible]	Paid in	Balance
28 Nov 19	[illegible] BROUGHT FORWARD		2,519.15
	[illegible]	23.20	
29 Nov 19	[illegible]		2,519.80
02 Dec 19	[illegible]		2,505.15
	[illegible]	60.00	
	[illegible]	[illegible]	
03 Dec 19	[illegible]		2,057.89
04 Dec 19	[illegible]		2,054.99
	[illegible]		2,040.96
08 Dec 19	[illegible] CARRIED FORWARD		2,040.96

Information about the Financial Services Compensation Scheme

Your deposit [illegible] Financial Services Compensation Scheme (FSCS). For further information about the compensation [illegible] to the FSCS website at www.FSCS.[illegible] or call from your nearest branch or call or telephone [illegible] information can be found on the FSCS [illegible] Sheet and Exclusions List which is available [illegible]

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9 December 2019 [illegible]

Your Statement

Account Name	Sort Code	Account Number	Sheet Number
Mr Mark Andrew Wills	[illegible] 09	41885641	113

Your Student Bu[illegible] Details

Date	Payment Type and Details	Paid out	Paid in	Balance
	[illegible] BROUGHT FORWARD			2,412.57
18 Dec 19	[illegible]	[illegible]		2,352.93
19 Dec 19	MS [illegible]	[illegible]		2,306.84
20 Dec 19	[illegible]	[illegible]		2,291.36
21 Dec 19	[illegible]	[illegible]		2,288.36
23 Dec 19	[illegible]	[illegible]		1,900.28
24 Dec 19	[illegible]	[illegible]		1,893.73
27 Dec 19	[illegible]	[illegible]		1,883.74
29 Dec 19	[illegible]	[illegible]		1,875.25
30 Dec 19	[illegible]	[illegible]		1,374.99
	[illegible]			
31 Dec 19	[illegible]	[illegible]		1,339.23
	[illegible]			
02 Jan 20	[illegible]	[illegible]		1,312.05
	[illegible]		60.00	
	[illegible]	[illegible]		
	[illegible]		462.00	
	[illegible] CARRIED FORWARD			1,372.05

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9 January

Your Statement

Account Name	Account Number	Sheet Number
Mr Mark Andrew Oliver	41805641	116

Your Student Ba details

Date	Details	Paid out	Paid in	Balance
17 Jan 20	BALANCE BROUGHT FORWARD			919.75
20 Jan 20	[illegible]			916.47
22 Jan 20	[illegible]			903.13
23 Jan 20	[illegible]			899.51
	[illegible]		1,127.55	
	[illegible]		25.00	2,031.31
24 Jan 20	[illegible]			
	[illegible]		567.88	2,599.19
27 Jan 20	[illegible]			
	[illegible]	1,17[illegible]		
	[illegible]			
	[illegible]			
	[illegible]			
	[illegible]			
	[illegible]			
	[illegible]			
	[illegible]			1,394.88
28 Jan 20	[illegible]			
	[illegible]			
	[illegible]			1,381.95
29 Jan 20	[illegible]			
	[illegible]			1,371.59
30 Jan 20	[illegible]	462.00		909.59
31 Jan 20	[illegible]			
	[illegible]			907.14
03 Feb 20	[illegible]			
	[illegible]		60.00	
	[illegible] BALANCE CARRIED FORWARD			898.55

1-2 Market Place [illegible]

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9 February to 3 March 2020

Your Statement

Account Name	Sortcode	Account Number	Sheet Number
Mr Mark Andrew Wilson	40-47-09	41865641	119

Your Student Bank Account details

Date	Payment type and details	Paid out	Paid in	Balance
	BALANCE BROUGHT FORWARD			1,304.21
	DD [illegible]	[illegible]		
	DD [illegible]	5.00		1,271.31
25 Feb 20	CP [illegible]		14.50	
	DD [illegible]	3.74		
	BP [illegible]	[illegible]		1,261.57
26 Feb 20	VIS [illegible]	[illegible]		
	VIS [illegible]	[illegible]		1,113.66
27 Feb 20	[illegible]	[illegible]		1,109.82
28 Feb 20	DP [illegible]	462.00		647.82
01 Mar 20	BP [illegible]		487.00	1,134.82
02 Mar 20	CR [illegible]		60.00	
	VIS [illegible]	[illegible]		
	VIS [illegible]	[illegible]		
	DD [illegible]	[illegible]		
	DD [illegible]	[illegible]		799.85
03 Mar 20	DD [illegible]	[illegible]		792.28
04 Mar 20	VIS [illegible]	[illegible]		
	VIS [illegible]	[illegible]		704.75
05 Mar 20	VIS [illegible]	[illegible]		694.75
07 Mar 20	BP [illegible]		30.00	724.75
08 Mar 20	[illegible] BALANCE CARRIED FORWARD			724.75

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Textphone 03457 125 563
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9 March to 8 April

Your Statement

Account Name
Mr Muhammad

Sort Code | Account Number | Sheet Number
[illegible] | [illegible] | 122

Your Student Bank Account details

Date			Paid in	Balance
17 March		[illegible]		381.22
18 March				376.11
19 March				369.31
20 March			[illegible]	384.51
23 March		[illegible]		380.51
24 March				370.51
25 March				366.64
26 March				362.64
30 March				357.36
			12.09	
01 April				322.08
			[illegible]	
02 April	[redacted]	[redacted]	[illegible]	840.98
03 April			[illegible]	462.45
06 April			[illegible]	557.80
07 April				546.95
				543.85
08 April		[illegible]		543.85

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9 April to 8 May 2021

Your Statement

Account Name	Sort Code	Account Number	Sheet Number
Mr Mark Andrew [illegible]	[illegible]	41865641	125

Your Student Bank Account details

Date	Payment type and details	Paid out	Paid in	Balance
	[illegible] BROUGHT FORWARD			2,212.08
	[illegible]	[illegible]		2,198.70
21 Apr 20	[illegible]	[illegible]		2,189.55
22 Apr 20	[illegible]		30.00	
	[illegible]		95.22	
	VIS [illegible]		10.00	2,324.77
23 Apr 20	VIS [illegible]	[illegible]		
	VIS [illegible]	[illegible]		
	[illegible]	[illegible]		2,224.55
24 Apr 20	[illegible]	[illegible]		
	[illegible]	[illegible]		
	[illegible]		179.32	2,229.75
25 Apr 20	[illegible]	[illegible]		2,204.65
26 Apr 20	[illegible]		25.10	2,229.75
28 Apr 20	[illegible]		88.16	2,317.91
29 Apr 20	[illegible]	[illegible]		2,259.91
01 May 20	[illegible]		60.00	
	[illegible]	[illegible]		
	BP [illegible]	452.00		
	[illegible]	[illegible]		1,452.77
04 May 20	[illegible]	[illegible]		
	[illegible]	[illegible]		
	VIS [illegible]	[illegible]		
	[illegible]	[illegible]		1,268.96
	[illegible] CARRIED FORWARD			1,268.96

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Your Statement

Mr M A Wilson
23 Somerville Close
Wokingham
Berkshire
RG41 4SW

Account Summary	
Opening Balance	1,942.76
Payments In	2,559.70
Payments Out	3,454.71
Closing Balance	1,047.75
Arranged Overdraft Limit	1,000.00

9 June to 8 July 2020

International Bank Account Number
GB[illegible]K40470941865641

Branch Identifier Code
[illegible]04113F

Account Name	Sort Code	Account Number	Sheet Number
Mr Mark Andrew Wilson	[illegible]	41865641	129

Your Student Bank Account details

Date	Payment type and details	Paid out	Paid in	Balance
08 Jun 20	BALANCE BROUGHT FORWARD			1,942.76
09 Jun 20	VIS [illegible]	[illegible]		
	VIS [illegible]	[illegible]		
	DD [illegible]	[illegible]		
	[illegible]	[illegible]		1,825.16
10 Jun 20	DP TENANT DIRECT [illegible]	[illegible]		1,363.16
11 Jun 20	VIS [illegible]	[illegible]		1,360.26
12 Jun 20	DP [illegible]		500.25	1,860.51
15 Jun 20	VIS [illegible]		22.82	
	VIS [illegible]	[illegible]		
	DD [illegible]	[illegible]		1,838.10
17 Jun 20	VIS [illegible]	[illegible]		
	DD [illegible]		8.00	1,833.41
20 Jun 20	DD [illegible]	[illegible]		1,810.59
22 Jun 20	[illegible]	[illegible]		
	BALANCE CARRIED FORWARD			1,801.64

HSBC UK

Contact tel 03457 404 404
see reverse for call times
Text phone 03457 125 563
used by deaf or speech impaired customers
www.hsbc.co.uk

9 Jul

Your Statement

Account Name
Mr M

Sort Code Account Number Sheet Number
[illegible] 133

Your Student Bu[illegible] details

Date		Paid In	Balance
			1,178.75
22 Jul 20	[illegible] BRO[illegible]		
			407.25
23 Jul 20	[illegible]		
			396.27
24 Jul 20			
		[illegible]	1,813.72
27 Jul 20			
			1,616.52
28 Jul 20			
			1,614.53
29 Jul 20		[illegible]	1,727.24
31 Jul 20			
			1,699.25
01 Aug 20			
		[illegible]	1,720.74
03 Aug 20			
		[illegible]	1,780.74
05 Aug 20			
			1,774.74
06 Aug 20			
			1,574.74
08 Aug 20	[illegible] FORWARD		1,574.74

1-2 Market Place Wolv[illegible] WV1 1AL

Title Number : HP206482

This title is dealt with by HM Land Registry, Weymouth Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 18 AUG 2020 at 12:39:03 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: HP206482
Address of Property	: 5 Cedar Gardens, Southampton (SO14 6TG)
Price Staced	: £225,000
Registered Owner(s)	: OLIVER DAVID WOODCOCK of 52 Silo Drive, Godalming GU7 3NM.
Lender(s)	: Leeds Building Society

Title number HP206482

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 18 AUG 2020 at 12:39:03. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTHAMPTON

1 (17.03.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 5 Cedar Gardens, Southampton (SO14 6TG).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 22 February 1982 referred to in the Charges Register:-

"TOGETHER WITH a right of way at all times and for all purposes in common with all other persons having the like right with or without vehicles over and along the roadway known as Cedar Gardens coloured brown on the said plan and on foot only over and along the pathway coloured yellow on the said plan subject to the payment of a due proportion according to user of the cost of maintenance and repair thereof and TOGETHER WITH a full and free right of passage and running of water soil gas and electricity through the pipes drains sewers wires and cables serving the property hereby transferred and laid under the adjoining land now or formerly owned by the Transferors or their predecessors in title with the right (so far as the Transferors can grant the same) to enter thereon on giving previous reasonable notice thereof to repair and maintain the same making good forthwith all damage occasioned thereby EXCEPT AND RESERVED to the Transferors their successors in title and assigns the full and free right of passage and running of water soil gas and electricity through the pipes drains sewers wires and cables laid under the land hereby transferred with the right to enter thereon to repair and maintain the same making good all damage occasioned thereby".

NOTE: The roadway coloured brown referred to is Cedar Gardens and the pathway coloured yellow referred to is the pathway at the back leading into Cambridge Road and Cedar Gardens.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (30.05.2017) PROPRIETOR: OLIVER DAVID WOODCOCK of 52 Silo Drive, Godalming GU7 3NN.

2 (30.05.2017) The value stated as at 30 May 2017 was £225,000.

3 (30.05.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4 (30.05.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 April 2017 in favour of Leeds Building Society referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 A Conveyance dated 25 March 1920 made between (1) John Sleep and John William Henry Blake and (2) Whitbread and Company Limited contains the following covenants:-

And the Purchasers with intent to bind all persons in whom the hereditaments hereby conveyed shall for the time being be vested (but not so as to be personally liable under this covenant after they have parted with the same) hereby for themselves their successors and assigns covenant with the Vendors and each of them and their and each of their heirs executors administrators and assigns that the hereditaments hereby conveyed shall not nor shall any part thereof or any building to be erected thereon or on any part thereof be used at any time hereafter as or for a Cinema.

2 A Transfer of the land in this title dated 22 February 1982 made between (1) John Walter Smith and Jennifer Ann Smith (Transferors) and (2) Albert Spavarm and Valerie Dowdler (Transferees) contains the following covenants:-

"THE Transferees HEREBY COVENANT with the Transferors for the benefit of the remainder of the land retained by the Transferors to observe and perform the restrictive stipulations hereinafter contained:-

1. Not to carry on any trade or business whatsoever upon the land hereby transferred or to use any house and premises erected thereon [illegible] private dwellinghouse only.

2. Not to use or allow to be used the said property in any way that shall be noisy noxious injurious or offensive to the Transferors or to the neighbourhood.

3. Not to claim or become entitled to any right or easement except by express grant which shall restrict or interfere with the free use of any adjoining or adjacent land of the Transferors.

4. To maintain and keep in good repair the fences marked 'T' within the boundary of the said plan".

NOTE: The 'T' marks referred to affect the northern and eastern boundaries of the land in this title.

3 [illegible] MORTGAGE CHARGE dated 24 April 2017

4 [illegible] Fully Proprietor: LEEDS BUILDING SOCIETY of 105 Albion Street, Leeds [illegible]

End of register

HMO Licence - 5 Cedar Gardens, SO14 6FG

HMO <HMO@Southampton.gov.uk>
Fri 29/06/2018 Sat 8
To: You

The additional HMO licensing scheme for the electoral wards of Bargate, Bevois, Portswood and Swaythling expired on 30 June 2018. A new additional HMO licensing scheme commenced on 1 October 2018, when landlords were required to make an application for a new HMO licence. We received a large number of applications, which we were unable to process at the time, this led to a backlog. This has had a knock on effect and we are still working our way through the backlog this caused.

For information on HMO licensing visit **www.southampton.gov.uk/hmo**

Carol Freeman
Business Support Officer
Southampton City Council
023 8083 3906 (option 6)
carol.freeman@southampton.gov.uk

12:37 Tue 28 Jul

91%

All Inboxes

Action: 5 Cedar Gardens

Christopher McGeehan

Mark,
Assuming the tenancy of the property was the same throughout the period (ie it was occupied as an HMO) then I as the property should have had a licence from 1st October 2018. Thus between 1st October 2018 and 5th September 2019 the property was unlicensed and we had not received an application for a licence.

-----Original Message-----
From: Freeman, Carol On Behalf Of HMO
Sent: 28 May 2020 16:31
To: McGeehan, Christopher <Christopher.McGeehan@southampton.gov.uk>
Subject: Action: 5 Cedar Gardens

Can you reply to the email below?

Carol Freeman
Business Support Officer
Southampton City Council
023 8083 3005 (option 3)
carol.freeman@southampton.gov.uk

@SouthamptonCC facebook.com/SotonCC

New message

Filter

Inbox 15

15

5

50

Mark Wilson

HMO@southampton.gov.uk

Ad-Free

Outlook

www.southampton.gov.uk/hmo

mark.wils101@gmail.com

HMO@Southampton.gov.uk

Electoral Calculus

by Martin Baxter

Postcode lookup

Postcode	District	Ward	Current Constituency	Proposed Constituency	County	MP at 2019	Party	Predicted Winner
[illegible]	[illegible]	Bevois	[illegible]	[illegible]	Hampshire	Alan Whitehead	LAB	LAB

[illegible] Click link above for full details.

You can search for another postcode: Go

[illegible] Seat, Ward and Prediction Details

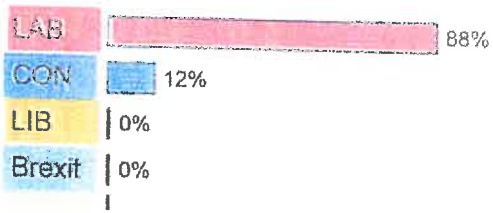
Southampton Test: Overview

Prediction: LAB hold

MP at 2019: Alan Whitehead (LAB)
County/Area: Hampshire (South East)
Electorate: 70,113
Turnout: 64.2%

	2019 Votes	2019 Share	Predicted Votes
LAB	22,256	49.5%	53.5%
CON	16,043	35.7%	34.4%
LIB	3,449	7.7%	3.4%
Brexit	1,591	3.5%	2.3%

Chance of winning



Green	1,433	3.2%	3.9%
OTH	222	0.5%	2.4%
LAB Majority	6,213	13.8%	Pred Maj 19.2%

Seat Details

Green	0%
OTH	0%

Southampton Test - Political and Demographic indicators

[illegible] Southampton Test constituency, the 'South East' area and nation, as well as [illegible] and the Bevois ward of Southampton district council.

[illegible] (what does this mean)

[illegible] those which have the most relevance to political attitudes.

Indicator	Reality	Ward	Seat	South East	All GB
Party Winner 2019	LAB	LAB	LAB	CON	CON
Party Winner 2017	LAB	LAB	LAB	CON	CON
Party Winner 2015	CON	LAB	LAB	CON	CON
Economic Position	10° Right	Left	3° Left	11° Right	0°
National Position	32° Glo	Very Global	7° Glo	3° Nat	0°
Social Position	29° Lib	Very Lib	6° Lib	1° Con	0°
Tribe	Progressives	Progressives	Centrists		
EU Leave %	34%	Remain	51%	52%	52%
British Identity	38%	36%	29%	29%	29%
Good Health	64%	51%	48%	49%	48%
UK Born	74%	61%	79%	88%	87%
Good Education	78%	51%	43%	43%	39%
Good Job	40%	40%	47%	56%	51%
High SEC	23%	29%	42%	57%	51%

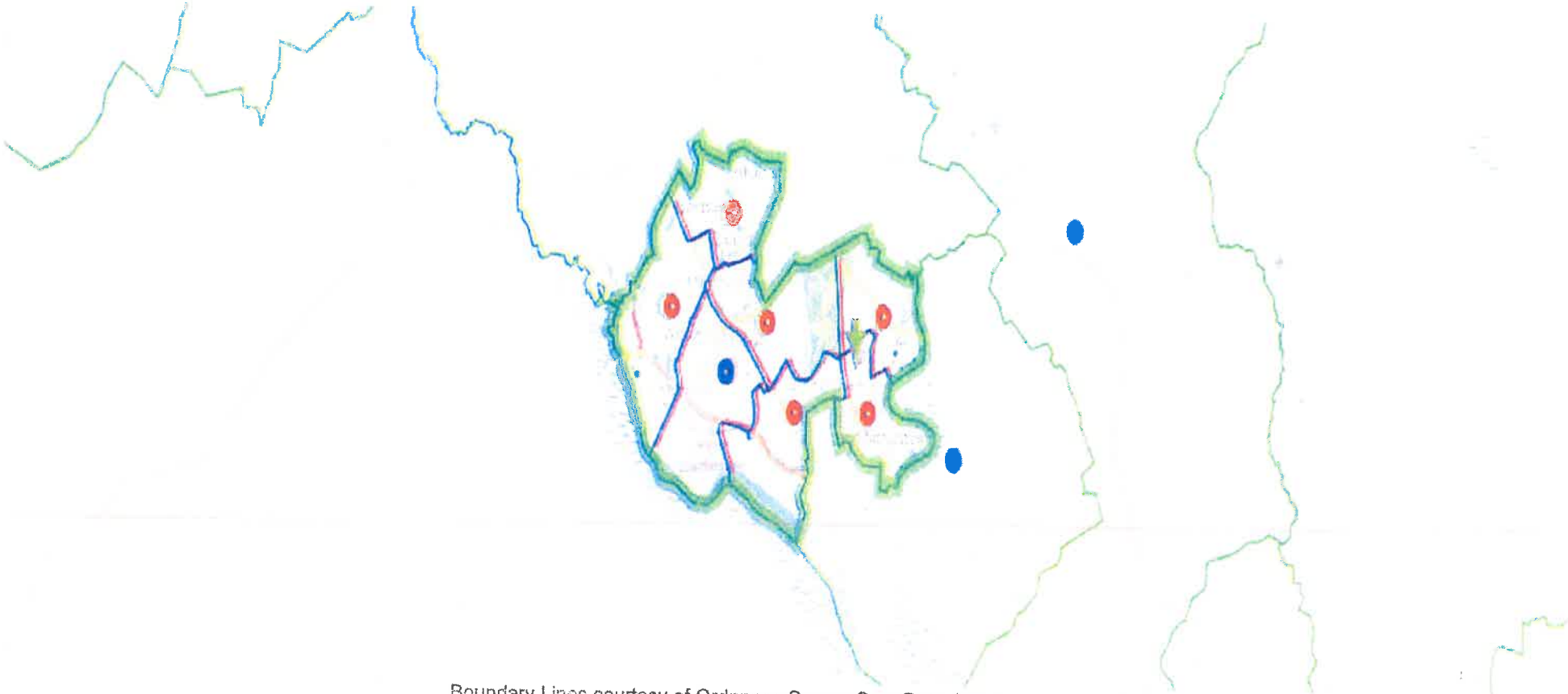
Seat Details

Average Age	27.9	34.7	42.7	49.1	48.3
ABC1 Class	77%	53%	52%	60%	54%

Southampton Test ranks #388 for "Leave", #398 for "Right", #198 for "National" and #529 for "Social" out of 650 seats.

Show Indicators: Legend and Descriptions

Southampton Test: Map



Predicted ward-by-ward votes for Southampton Test

This table shows the predicted future general election result broken down over each ward in the seat of Southampton Test.

Southampton Test			Actual	Predicted Results									
District	Ward	Electorate [illegible]	GE19 Winner	Pred Winner	CON Votes	LAB Votes	LIB Votes	Brexit Votes	Green Votes	MIN Votes	OTH Votes	Total Votes
Southampton	Bevois	10,203	LAB	LAB	1,565	4,409	140	71	253	0	110	6,548
[illegible]thampton	[illegible]ford	[illegible],714	LAB	LAB	2,403	3,032	272	117	232	0	178	6,234
[illegible]	[illegible]	[illegible]	LAB	LAB	2,233	[illegible]	224	[illegible]	[illegible]	0	[illegible]	[illegible]
Southampton	Millbrook	10,218	CON	LAB	2,818	3,028	155	112	246	0	134	6,493
[illegible]ton	[illegible]	[illegible]	LAB	LAB	2,222	[illegible]	389	32	[illegible]	0	[illegible]	6,742
[illegible]ton	[illegible]	[illegible]	LAB	LAB	2,949	2,713	163	[illegible]	142	0	171	6,566
Southampton	Shirley	[illegible],77	LAB	LAB	2,179	3,374	218	205	257	0	147	6,080
[illegible]	[illegible]	[illegible]	LAB	LAB	[illegible],474	[illegible]	[illegible],352	[illegible]	[illegible]	0	1,076	44,994

[illegible] figures, but [illegible] not official. The wards used are those of 2020.

Go back to home page.

Powered by TigerLib (13-Aug 2020 10:51, Py3L, sc181)

SOUTHAMPTON

UTC Time Now

12:01:51

Home > Council & Democracy > Councillors

Ward Map

Within this section

- Cabinet
- Councillors
- Mayor and Sheriff
- Members' Expenses & Allowances
- Register of Members' Interests