

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL

Reference: RPT/0029/05/25

In the matter of 92 Newfoundland Road, Gabalfa, Cardiff, CF14 3LD

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

APPLICANT:	Miss Sioned Davies
RESPONDENT:	Ms Elizabeth Crawford
Tribunal:	Tribunal Judge S. Westby Mr H. Lewis FRICS (Surveyor Member) Mr W. Brereton (Lay Member)

Date of determination 10 October 2025 on the papers.

DECISION

The Tribunal makes a Rent Repayment Order against the Respondent who must pay to the Applicant the sum of £4,800 within 14 days of the date of this decision.

REASONS FOR DECISION

Background

1. The Tribunal received an application, dated 15 May 2025 from Miss Sioned Davies ("the Applicant"), in respect of the property 92 Newfoundland Road, Gabalfa, Cardiff, CF14 3LD ("the Property").
2. The application is made under s.32(1) of the Housing (Wales) Act 2014 ("the 2014 Act") for a Rent Repayment Order against Ms Elizabeth Crawford ("the Respondent"), for payments that the Applicant had made to the Respondent by way of rent.
3. Directions were initially set in this matter on 19 June 2025 but referred to the Respondent having control of, or managing, a HMO (House of Multiple Occupation), which the Property was not. The Respondent wrote to the Tribunal on 3 July 2025 to query why reference had been made to a HMO and the directions were subsequently amended and re-issued on 9 July 2025, so that they no longer referred to a HMO ("the Directions"). There was a typographical error in the Directions as it stated that the application had been made under s.73(5) of the Housing Act 2004, when it had actually been made under s.32(1) of the 2014 Act.

4. By way of email sent to both parties by the Tribunal on 27 August 2025, the Tribunal advised the parties that it intended to determine the matter on the papers and invited either party to contact the Tribunal if they disagreed with such a proposal. No correspondence was received from either party in this regard.
5. Accordingly, the Tribunal convened on 10 October 2025 to determine the matter on its papers.

The Applicant's Case

6. The Applicant's case is set out in a bundle of documents provided by the Applicant and which include two witness statements: the statement of Ms Rachel Marshall dated 17 July 2025 and the statement of the Applicant dated 16 July 2025.
7. The Applicant's case is that on 13 June 2024, the Respondent was convicted of an offence under the 2014 Act. As a result of the conviction, the Applicant received a letter from Rent Smart Wales, the licensing authority, in June 2024. The letter informed her that the Respondent, her landlord, had recently been convicted at Cardiff Magistrates Court and that s.32 of the 2014 Act allowed her to make an application to this Tribunal to claim back rent paid to her landlord whilst her landlord was unlicensed, for a period of up to 12 months.
8. In the application form, the Applicant states that she was a tenant of the Property from 1 November 2014 to 13 June 2025. The Applicant has provided bank statements which show that she paid £325 per month to the Respondent from September 2022 to March 2023 and, thereafter, £400 per calendar month was paid to the Respondent from April 2024 until May 2025.
9. The Applicant has provided a copy of a 'licence agreement' between her and the Respondent dated 23 June 2023 ("the Licence Agreement"). The Licence Agreement asserts to grant the Applicant with a licence of the Property, refers to a deposit being taken which 'can be used in case of non-payment of the licence fee or utilities or any damage/ disrepair/ uncleanliness caused to [the Property]...' and notes that the Applicant is 'responsible with other house mates for keeping the property, including the garden, clean and in good order and all utilities' [sic]. Under the Licence Agreement, both parties were to give the other one months' notice if they wished to terminate the licence.
10. The Tribunal has also been provided with a copy of a written statement of occupation contract dated 1 July 2024, again made between the Respondent and the Applicant ("the Contract"). The Contract refers to the Applicant taking 'a tenancy of the room in the house, known as and forming 92 Newfoundland Road, Cardiff, CF14 3LD'.

The Respondent's Case

11. The Respondent's case is set out in a bundle of documents provided by the Respondent and in a separate document entitled 'Summary of Opposition to the Applicant' ("the Respondent's Summary").
12. The Respondent confirms that, on 13 June 2024, she was convicted for being the landlord of a dwelling, subject to a domestic tenancy and carrying out property management activity without being licenced under the 2014 Act.
13. Much of the Respondent's case and evidence relates to the circumstances leading up to her conviction, her correspondences with Rent Smart Wales and the information that was

provided to the Magistrates Court prior to her conviction. The Respondent states that she has a reasonable excuse for failing to obtain a licence.

14. The Respondent also claims that the Applicant may be unable to claim a rent repayment order as, until the Contract was entered into, the Applicant was a licensee of the Property, rather than a tenant.

The Law

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

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

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

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

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

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

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

- (a) where the applicant is the licensing authority or a local housing authority (as the case may be), of the matters mentioned in subsection (5);
- (b) where the applicant is a tenant, of the matters mentioned in subsection (7).**

- (5) The tribunal must be satisfied—

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

- (b) that—

- (i) one or more relevant awards of universal credit have been paid (to any person), or
 - (ii) housing benefit has been paid (to any person) in respect of periodical payments payable in connection with a domestic tenancy of the dwelling,

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

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

(6) Those requirements are—

- (a) that the authority making the application must have given the appropriate person a notice (a “notice of intended proceedings”)—
 - (i) informing the person that the authority is proposing to make an application for a rent repayment order,
 - (ii) setting out the reasons why it proposes to do so,
 - (iii) stating the amount that it will seek to recover under that subsection and how that amount is calculated, and
 - (iv) inviting the person to make representations to the authority within a period of not less than 28 days specified in the notice;
- (b) that period must have expired, and
- (c) that the authority must have considered any representations made to it within that period by the appropriate person.

(7) The tribunal must be satisfied that—

- (a) **a person has been convicted of an offence under section 7(5) or 13(3) in relation to the dwelling**, or that a rent repayment order has required a person to make a payment in respect of—
 - (i) one or more relevant awards of universal credit, or
 - (ii) housing benefit paid in connection with a tenancy of the dwelling;
- (b) **the tenant paid to the appropriate person (whether directly or otherwise) periodical payments in respect of the tenancy of the dwelling during any period during which it appears to the tribunal that such an offence was being committed in relation to the dwelling, and**
- (c) **the application is made within the period of 12 months beginning with—**
 - (i) **the date of the conviction or order, or**
 - (ii) **if such a conviction was followed by such an order (or vice versa), the date of the later of them.**

(8) In this section—

- (a) references to an offence under section 7(5) do not include an offence committed in consequence of a contravention of subsection (3) of that section, and
- (b) references to an offence committed under section 13(3) do not include an offence committed in consequence of a contravention of subsection (1) of that section.

(9) In this section—

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

“housing benefit” (“*budd-dal tai*”) means housing benefit provided by virtue of a scheme under section 123 of the Social Security Contributions and Benefits Act 1992;

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

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

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

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

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

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

17. Section 33(5) of the Act provides that (Tribunal emphasis added):

(5) 'In a case where subsection (1) does not apply, the amount required to be paid by virtue of a rent repayment order **is to be such amount as the tribunal considers reasonable in the circumstances; but this is subject to subsections (6) to (8)**'.

18. Subsections (1) of section 33 of the Act does not apply to this case as the Applicant is neither the licensing authority nor a local housing authority.

19. Subsections (6) to (8) of section 33 of the Act states that:

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

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

(b) the extent to which that total amount-

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

(ii) **was actually received by the appropriate person;**

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

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

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

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

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

(b) **In relation to an application by a tenant, periodical payment payable by the tenant, less-**

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

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

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

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

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

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

Discussion

20. The Respondent refers to previous decisions of this Tribunal within her bundle. However, the cases referred to concern rent repayment orders for unlicensed HMOs, under the Housing Act 2004. Whereas this case concerns an unlicensed landlord under the 2014 Act. Accordingly, we do not consider that these cases are relevant to this matter.
21. The Respondent refers to the Applicant's bundle making incorrect references to the application being made under s.73(5) of the Housing Act 2004, rather than s32(1) of the 2014 Act. However, it is clear that the Applicant has just copied the typographical error contained in the Tribunal's directions (referred to in paragraph 3 above) and nothing turns on this. The application was properly made under s.32(1) of the 2014 Act.
22. In the Respondent's Summary, the Respondent alleges that the Applicant may be unable to make an application for a rent repayment order because, at the relevant time, the Applicant was a licensee of the Property, rather than a tenant, by virtue of the Licence Agreement.
23. However, on 1 December 2022, pursuant to s.7 of the Renting Homes (Wales) Act 2016 ("the 2016 Act"), a tenancy or a licence is an occupation contract if all of the following apply:
 - a) It is made between a landlord and an individual (or two or more persons, at least one of whom is an individual)
 - b) It gives the individual(s) the right to occupy a dwelling as a home
 - c) Rent or other consideration (such as providing a service) is payable under it.
24. The Tribunal determines that the terms of the Licence Agreement meet the requirements of s.7 of the 2016 Act, and the Applicant was, therefore, a tenant of the Property from 1 December 2022 and is entitled to make an application for a rent repayment order.
25. The Tribunal also notes that the Respondent has been convicted to the criminal standard of proof at the Magistrates Court for an offence under s.7(5) of the 2014 Act - carrying out property management activity. This resulted in Rent Smart Wales writing to the Applicant to advise her that she could make an application to this Tribunal for a rent repayment order. In the eyes of the Magistrates Court and Rent Smart Wales, a tenancy existed between the Respondent and the Applicant, and this Tribunal is of the same view.
26. The Tribunal is satisfied that a tenancy did exist between the Applicant and the Respondent and that the Applicant paid to the Respondent periodical payments in respect of the tenancy of the Property. This is evidenced by the bank statements provided by the Applicant in the bundle.
27. We must also be satisfied that the payments have been made during any period where it appears to the Tribunal that an offence under s.7(5) was being committed. Landlords in Wales have been required to register and obtain a licence since 23 November 2016. Based on the Respondent's submissions, she obtained a licence on 8 March 2024 and, prior to that was unlicensed.
28. The Applicant states that she was a tenant of the Property from 1 November 2014 to 13 June 2025. It is clear from these facts that the Applicant was residing in the Property and paying

rent to the Respondent during a period when the Respondent was unlicensed and, therefore, committing an offence under s.7(5).

29. The bank statements provided by the Applicant show regular payments made to the Respondent from 1 September 2022 to 1 May 2025. A total amount of £7,075.00 was paid to the Respondent from 1 September 2022 to 8 March 2024 (the date upon which the Respondent confirms she obtained a licence). We do not have evidence of payments made prior to 1 September 2022, but the total amount of payments paid to the Respondent by the Applicant, during the period which it appears to us that an offence was being committed under s.7(5), was at least £7,075.00.
30. The Tribunal must further be satisfied that the application has been made within the period of 12 months beginning with the date of the conviction. On the Respondent's own evidence, the Respondent was convicted on 13 June 2024. The application was made to the Tribunal on 15 May 2025. The Tribunal is therefore satisfied that the application has been made in time.
31. When making a rent repayment order, the Tribunal has to consider the supplementary provisions contained in s.33 of the 2014 Act. Namely, s33 subsections (5) – (8) (set out in paragraphs 18 and 20 above).
32. By virtue of s.33(8)(b) of the 2014 Act, the Tribunal can only consider the rental payments for the 12 months prior to 15 May 2025 (the date of the Applicant's application to the Tribunal), so from 16 May 2024 to 15 May 2025.
33. The bank statements provided by the Applicant show that 12 payments of £400 were made between 16 May 2024 and 15 May 2025, totalling £4,800. This is the most the Tribunal can award in respect of the rent repayment order.
34. Section 33(6) sets out matters that the Tribunal can take into account when deciding the amount to be paid by a rent repayment order and what is reasonable in the circumstances.
35. The Tribunal does not consider that there is evidence of any conduct by the Applicant that would warrant a reduction in the rent repayment order.
36. In respect of the conduct of the Respondent, it is accepted by the Tribunal that the Respondent did not deliberately flout the law and that, upon being made aware that she was required to be licensed, she did then obtain a licence. However, we note that the Respondent was letting the Property for a period of over 7 years without being licensed. This is a significant period of time in which the Respondent was in breach of the 2014 Act. The Respondent, as a landlord, should have been aware of her responsibilities under the relevant legislation. Accordingly, we do not consider that the Respondent's conduct warrants a reduction in the rent repayment order.
37. In the Respondent's Summary, the Respondent refers to her financial circumstances and states that she has an irregular income due to the nature of her job. The Respondent claims that she is, therefore, reliant on her rental income which is received in respect of two rental properties owned by her. However, there is no evidence in the bundle as to the Respondent's income and expenditure and no evidence to show that any financial hardship would be caused.
38. The Tribunal does not consider that the circumstances surrounding the Respondent's conviction, including (but not limited to) her correspondences with Rent Smart Wales, are

relevant to the Tribunal's determination. This information was relevant to the Respondent's conviction by the Magistrates Court.

39. There is no evidence before us and, therefore, no grounds to conclude that there are any circumstances which would make it unreasonable for the Respondent to be required to pay a rent repayment order of £4,800.

40. In the circumstances, and for all the reasons set out above, we Order that the Respondent is to pay the amount of £4,800 to the Applicant within 14 days of the date of this decision.

Dated this 15th day of October 2025.

Tribunal Judge S. Westby