FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AU/HMF/2025/0753.**
Property	:	**122 Widdenham Road, London N7 9SQ.**
Applicant	:	**Ebony Brown, Freya Poel, Caroline Simmons.**
Representative	:	**James Cairns from Justice for Tenants (Ref: 38023).**
Respondent	:	**Nyack Semelo-Shaw.**
Representative	:	**In person.**
Type of application	:	**Application for a rent repayment order by tenants** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	:	**Judge Adrian Jack and John Naylor FRICS FTPI**
Date of Decision	:	**18th February 2026**

FINAL DECISION

---

1. By a partial decision dated 11th February 2026, we determined various issues concerning the applicants' application for a rent repayment order (RRO). We left open the question as to whether the claim for an RRO was properly brought by the three applicants before us. The landlord had let the property to joint tenants, but all the joint tenants had not joined in the application. This was potentially fatal to the claim to an RRO.

2. Because the point took Mr Cairns by surprise, we did not make a final determination of this point and gave him leave to make submissions on the point in writing. This he has done.

© CROWN COPYRIGHT

3. Mr Cairns confirms that the claim which the applicants make is based on the monies which individual tenants contributed to the total month rent.

4. Mr Cairns does not address the point as to whether a claim for an RRO by joint tenants is a joint claim or not. If it is, then ordinarily that would be fatal to a claim to which all the joint creditors were not a party. In *Re Maud (No 2)* [2018] EWHC 1414 (Ch), [2019] Ch 15 at [108] Snowden J was dealing with a bankruptcy petition founded on a money judgment entered against a Mr Maud by Teare J in favour of two creditors. He noted that the order of Teare J "simply ordered Mr Maud to pay to the petitioning creditors the sum of €52,565,110.31. I think that it is therefore clear that Edgeworth and Aabar were joint owners of the debt owed by Mr Maud under the judgment and order, and neither was entitled to demand separate payment of any part of the debt for their own benefit."

5. Instead Mr Cairns submits that the Lands Chamber of the Upper Tribunal has permitted individual joint tenants to claim for the rent which the individual tenant paid. He cites *Marcus v Kwok* [2024] UKUT 219 (LC) for this proposition. In that case Dino Kwok and his cousin, Chun Hei Kwok, were joint tenants of a flat in a selective licensing area. The landlord had not obtained a licence. Dino, but not his cousin, brought proceedings for an RRO.

6. The First-tier Tribunal had ordered the landlord to pay Dino £3,025. The landlord appealed on one ground only, namely "that the rent which the appellant had been ordered to repay to the respondent… included rent paid by his cousin, which it should not have done." In the event, Martin Rodger KC, the Deputy President, held that the monies ordered to be repaid to Dina did not include monies paid by his cousin. The point on the right of one joint tenant to claim for an RRO in respect of the rent paid jointly was not taken and was not considered by the Upper Tribunal. Accordingly, the decision is not authority for the proposition that one joint tenant can claim an RRO in respect of that portion of the rent in fact paid by him. The Upper Tribunal simply assumed in the absence of argument that such a claim could be brought.

7. Mr Cairns argued:

> "For further illustration as to the impact of non-party co-occupants, *Opara v Olasemo* [2020] UKUT 96 (LC) focused on the other occupants' absences as witnesses, rather than co-Applicants. *Opara* is relevant to the present issue because, as with Mr Kwok, [Mr] Opara was entitled to recover rent under an RRO 'in the absence of co-operation from other residents' (*Opara*, [31]). *Opara*'s focus on evidence as opposed to standing implicitly demonstrates that the mere fact that only [Mr] Opara had applied for an RRO was not, of itself, fatal to [his] ability to recover the rent [he] had contributed.

8. However, Mr Opara was renting a single room in a house-in-multiple-occupation. He was not a joint tenant. The case does not therefore assist.

9. Mr Cairns points out that the Civil Procedure Rules do not apply to the Tribunal, which has of course its own procedure rules, The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. There is nothing, he submits, which corresponds to CPR rule 19.1. Both this Tribunal and the Upper Tribunal do often apply the CPR by analogy in appropriate cases: see most recently *Nelson v Southern Electric Power Distribution* [2025] UKUT 300 (LC) at [36].

10. However, the real issue is that the provisions of CPR rule 19.1 reflect the substantive law as set out by Snowden J in the passage cited above. If there are joint creditors, all the joint creditors must be party to the claim against the obligor. Once any relevant limitation period has expired, it is no longer possible to cure the fatal defect in a claim by adding a missing joint creditor either as a claimant/applicant or as a defendant/respondent.

11. Mr Cairns then submits that "RROs are a civil penalty arising from criminal wrongdoing, not a civil head of claim. Therefore, they should not be treated as such." We do not accept that there is some third category of "civil penalty" which is neither civil nor criminal. In our judgment, any claim is either a civil claim or a criminal penalty. There is no third category. An application to the Tribunal for an RRO is in our judgment an ordinary civil claim.

12. We note in this regard that the substantive rule in respect of joint creditors protects landlords. One of the reasons landlords grant joint tenancies is so that they can claim the whole rent from any of the joint tenants. If one of several joint tenants could make an individual claim against the landlord, then the landlord is potentially exposed.

13. Firstly, a landlord may not know what rent an individual tenant has paid into the communal fund. The current case is such an example. The tenants each paid different monthly sums towards the total rent. The landlord is not necessarily a party to that agreement between tenants and may know nothing of it. If individual claims were permissible, one tenant could bring proceedings shortly after the end of the tenancy and obtain an RRO for what he or she says they paid (say a half). Another tenant could claim an RRO just before the expiry of the limitation period for what this tenant says he or she paid (say two-thirds). If the tenants exaggerated their rent payments, the landlord might be liable for more than the total rent received by him.

14. Secondly, if the provisions of rule 13(1)(b) of the Procedure Rules are satisfied (unreasonable litigation behaviour), a landlord may have a claim for costs against the applicants. He would have a significantly better chance of enforcing a costs order where all the joint tenants were before the Tribunal than where he has a claim solely against one tenant. Further, it may well be that a group of joint tenants would be less likely to act unreasonably that a single tenant.

15. In our judgment, the failure of all the joint tenants to join in the claim is fatal to the applicants' claim. The claim to an RRO was a joint claim of all the joint tenants at the various relevant times. We can again take October 2023 to illustrate the point. That month Ms Simmons received £926.66

from Mr Barratt and £1,036.66 from Ms Sukhani and paid £2,950 to the landlord. The payment was not a payment by £2,950 by Ms Simmons to the landlord. It was a joint payment of £2,950 from Ms Simmons, Mr Barratt and Ms Sukhani to the landlord. Therefore any order of the Tribunal to "repay an amount of rent paid by a tenant" (see the wording of section 40(2)(a) of the Housing and Planning Act 2016) must in this case be an order to pay £2,950 (or a part thereof) to Ms Simmons, Mr Barratt and Ms Sukhani jointly, because the rent was paid by those three tenants jointly. It would not be an order to pay (if they were all parties) £986.68 to Ms Simmons, £926.66 to Mr Barratt and £1,036.66 to Ms Sukhani (or whatever the appropriate proportion of those figures would be).

16. In the absence of all the joint tenants, the Tribunal has in our judgment no jurisdiction to make an RRO.

17. On 17th February 2026 the landlord wrote to the Tribunal with two requests. Firstly, he asked to make submissions on the joint tenancy point. In the light of our conclusions on this, there is no need to trouble him for his submissions. Secondly, he seeks to adduce further evidence of his financial status. For the same reason, we do not need to entertain this application. It would in any event be too late. We have heard the matter. All evidence which the landlord wished to adduce should have been adduced. It is mere happenchance that we adjourned to allow Mr Cairns to make submissions on the joint tenancy point.

18. As to the costs payable to the Tribunal, we have a discretion. In our judgment the applicants have lost. In these circumstances they should bear the cost of the issue fee and the hearing fee. Accordingly, we make no order for costs.

DETERMINATION

(a) The application for a rent repayment order is refused.

(b) The respondent's application to adduce further evidence is refused.

(c) There be no order for the costs payable to the Tribunal.

Signed: Adrian Jack **Dated: 18th February 2026**