

In the First-Tier Tribunal Property Chamber (Residential Property)

Case Reference: IH/LON/00AM/HMF/2020/0236

Applicants: Dr Jordan Osserman (1),

Mr Daniel Mapp (2) &

Dr Foivos Dousos (3)

VS

Respondent: Simpson House 3 Ltd

Property: Flat 8, Simpson House

2 Somerford Grove, London, N16 7TX

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Statement of Case

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Applicants: Dr Jordan Osserman (1),

Mr Daniel Mapp (2) &

Dr Foivos Dousos (3)

vs

Respondent: Simpson House 3 Ltd

Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX

1. Outline

- 1.1. Dr Jordan Osserman (1), Mr Daniel Mapp (2) and Dr Foivos Dousos (3) (the **applicants**), are applying for a Rent Repayment Order (RRO) under Row 6 of the table in Section 40(3) of the Housing and Planning Act 2016 (the **HPA**): 'Control or management of an unlicensed HMO' against Simpson House 3 Ltd (the **respondent**), in the sum of £28,339.92.
- 1.2. In addition, if successful, the applicants are applying for the sum of £300 in respect of fees paid to the tribunal under Rule 13(1)(c) in the The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
- 1.3. The property address is Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX.
- 1.4. The property is a 3 bedroom flat in a converted warehouse building around Somerford Grove, Hackney, London.
- 1.5. The respondent is the landlord of the applicant's residence which is let by the respondent under an assured shorthold tenancy. The respondent's managing agent is Tower Quay Ltd.
- 1.6. The claim period is the 12 months commencing 1 September 2019.
- 1.7. The London Borough of Hackney brought in a designation of an area for Additional Licensing of Houses Multiple Occupation

(HMOs) for the whole of Hackney under Part 2, s. 55(b) and s. 56 of the Housing Act 2004 from 1 October 2018, please see page 31.

- 1.8. The period when the respondent was committing the offence under the HPA commenced 1 October 2018 until a HMO application was made on 29 September 2020.
- 1.9. The definition of a licensable HMO is provided by Section 254 of the Housing Act 2004 (the **HA**) if 'the living accommodation is occupied by persons who do not form a single household' as qualified by schedule 14.7 of the HA which provides an exception for HMOs with 2 occupants only. This requirement therefore applies to all privately rented properties in Hackney occupied by 3 or more people making up 2 or more households.
- 1.10. The applicants were all living in the property during the claim period as their primary residence. The applicants shared 1 kitchen and 2 bathrooms. The applicants made up 2 households as Daniel Mapp and Foivos Dousos are in a relationship. Jordan Osserman does not make up a household with any of the other applicants.
- 1.11. The Private Rental Sector team at Hackney Council confirmed that Tower Quay (the respondent's managing agents) had applied for an HMO licence for the property on 29 September 2020 and did not previously have a licence for the property, see pages 15 and 124.

2. Background

- 2.1. There are at least 171 flats in the buildings of Simpson House, Olympic House and St John's Court around Somerford Grove, Hackney, London. These properties are all in the control of the same ultimate beneficial owner and were converted to flats from old warehouses, factories and a court building.
- 2.2. These properties are owned and let under tenancies by: Simpson House 3 Ltd, Reverie Estates SR Ltd, and Somerford Assets 3 Ltd respectively. All three companies share the same ultimate beneficial owner John Christodoulou, a well established UK property developer. All three companies have the same two directors, Lambros Hadjiioannou and Christopher Christou. All three companies are based at 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ.

- 2.3. The properties are managed for the corporate landlords by the agent Tower Quay Ltd of 40 Westferry Circus, E14 8RN.
- 2.4. An application for an HMO licence for Flat 8, Simpson House (the applicants' property) was submitted on 22 September 2020 meaning that, since Hackney Council had required HMO licences since 1 October 2018, the landlord had been in breach of the law requiring a HMO licence for nearly two years.
- 2.5. In 2019, the residents of the buildings formed a tenants association (Somerford Grove Renters, a part of the London Renters Union).
- 2.6. The association contacted local councillors in April 2020 after a discussion in a meeting about fire safety and licensing requirements and following initial investigations discovered that many of the 171 flats may need, and did not have, HMO licences.
- 2.7. The applicants contacted Hackney Council's private sector housing team who were operating at a reduced capacity due to Covid-19 but sent a team to inspect the property on 10 August 2020 and again on 10 September 2020.
- 2.8. The Hackney Council team confirmed during the inspection in September 2020 that none of the flats in the Somerford Grove properties had HMO licences.
- 2.9. Barbara Spencer-Devonish of the Hackney Council private sector housing team on 29 October 2020 confirmed by email that the applicants' flat met the criteria for requiring a HMO licence and that there had been a recent application for a HMO licence. In a later email dated 27 January 2021 Barbara Spencer-Devonish confirmed that the respondent's HMO licence application was made on 22 September 2020 please see pages 124, 138 & 139.
- 2.10. The tenants association are aware of at least 43 other flats in the buildings that required, but did not have as of October 2020, HMO licences.

3. Evidence

- 3.1. Copies of the applicants' initial tenancy agreement dated 14 September 2018 at page 33 and subsequent tenancy agreement dated 13 September 2019 at page 72. The copies are not signed as

Tower Quay took the signed copies when Daniel Mapp visited their office to deliver the contract.

- 3.2. Payment table showing dates of payment by the applicants to the respondent during the claim period at page 14.
- 3.3. Bank statements showing the rent paid by the applicants to the landlord at pages 67, 109 and 196. The payments in the claim period are at page 109.
- 3.4. Sworn witness statements of the applicants, at page 19.
- 3.5. Witness statement by a Hackney Council officer confirming the property requires a HMO licence and fire safety failings at page 15.
- 3.6. A map showing the location of the applicants' property building within the Shacklewell ward of Hackney Council at page 143.
- 3.7. Title documentation confirming Somerford Assets 3 Ltd owns the freehold of 2-26 Somerford Grove as of 27 February 2021 at page 144.
- 3.8. There are no leaseholder records at the Land Registry for the flats. Somerford Assets 3 Ltd has the same ownership structure as Simpson House 3 Ltd (the landlord). These companies have the same registered address, the same two directors - Lambros Hadjiioannou and Christopher Christou - and both have the same ultimate beneficial owner Mr Yiannakis Theophani "John" Christodoulou. We provide the Companies House records retrieved on 27 February 2021 showing this at page 150.

4. Conduct

- 4.1. The witness statements of the applicants and Hackney Council officer are evidence of instances of the fire safety neglect and extremely poor maintenance alleged of the landlord and managing agent through the managing agent's selected maintenance company Septor Management Ltd.
- 4.2. After the landlord and agent became aware of the HMO inspection by Hackney Council they sent a contractor on 21 September 2020 to replace all of the fire alarms, install an additional one in the living area which did not previously have one and replace the consumer

unit (the main control centre for a home's electrical supply) of the flat.

- 4.3. During the time the applicants have lived in the flat there were rodent infestations, stolen mail because of broken mailboxes, broken lifts and a broken common security door that allowed trespassers into the communal areas of the building.
- 4.4. Ali Zarmani, the director of the landlord's managing agent signed and served on the applicants an unlawful "Section 21" eviction notice on 20 July 2020 for the applicants to vacate the applicant's property. See page 101. The applicants contend that the landlord's efforts to evict them is an example of an eviction in retaliation, targeting them because of their involvement with a tenants association. The Section 21 notice was unlawful in at least 6 ways because it:
 - 4.4.1. gave 2 months notice when for notices served between 26 March 2020 and 28 August 2020 the minimum notice period was 3 months - as per Schedule 29 of The Coronavirus Act 2020.
 - 4.4.2. made reference to the wrong property: "Flat 9" instead of "Flat 8".
 - 4.4.3. listed the incorrect landlord company "Reverie Estates SR Ltd" instead of "Simpson House 3 Ltd".
 - 4.4.4. was issued on a flat that needed, and did not have, an HMO licence or pending application.
 - 4.4.5. The tenants did not receive an Energy Performance Certificate (EPC) when entering the tenancy agreement and did not subsequently receive an EPC prior to that section 21 notice being issued. The EPC they received on 18 November 2020 (see page 125) is incorrect as it says the property is a "mid-floor flat" of "46 sq m" with "another property above" when the flat is approximately 100 sq m and is a top-floor flat with no other property above.

- 4.4.6. The tenants did not receive a gas safety certificate when entering the tenancy agreement and did not subsequently receive one prior to that section 21 notice being issued.
- 4.5. In addition, the email to which the Section 21 notice was attached misrepresented the law, when it stated: "The Landlord has provided 2 months' notice to vacate being 21st September 2020. You are required by law to surrender the premises to Simpson House 3 Limited as advised... Failure to surrender the premises on the date required by law will result in forfeiture of your deposits, proceedings for immediate eviction and could harm your credit rating." This statement suggests that failure to vacate the property on the date requested is itself illegal, prior to a court order, which is incorrect.
- 4.6. The managing agent, Tower Quay, continued advertising empty flats in the buildings after it had applied for an HMO licence for the applicants' property, but did not apply for licences in any other properties in the building. There is an advert attached for 28 October 2020 (page 113) for another 3 bedroom flat in the applicants' building. Hackney Council informed the applicants that an HMO licence application was received for the applicants' Flat 8 on 29 September 2020 but no other HMO license applications were received until 23 November 2020.
- 4.7. The applicants have made clear on multiple occasions that wish to remain in their home, and have never been in rent arrears. They believe that the landlord's determination to evict remains in retaliation for their public advocacy. They have received three eviction notices in total, as the first and second were withdrawn prior to proceedings due to their being invalid. As of this writing, the applicants are still facing potential eviction.

5. Quantum

- 5.1. The applicants are applying for a rent repayment order to an amount equal to 100% of rent payments made during the claim period. This should be awarded where the landlord is required to have in place a HMO licence but has not done so for a period of at least 1 year as per *Vadamalayan v Steward & others* [2020] UKUT

0183 (LC) and *Chan v Bilkhu* [2020] UKUT 289 (LC) (both included from page 199).

- 5.2. Section 44(4)(a) of the HPA states that in making a rent repayment order and determining the quantum the court should take into account the landlord's and tenant's conduct; the financial circumstances of the landlord; and whether the landlord has at any time been convicted of an offence to which that HPA Chapter applies.
- 5.3. The conduct of the respondent (Simpson House 3 Limited) and their appointed managing and maintenance agents in renting residential property is detailed above and in the witness statements.
- 5.4. The respondent is part of a corporate group owned by John Christodoulou, one of the UK's biggest property developers and landlords. John Christodoulou is listed as number 82 on the Sunday Times Rich List 2020. He is also featured in a Times article entitled "The tax haven billionaires with a grip on Britain from abroad," due to the fact he is based in Monaco and that his "property company is ultimately owned in the British Virgin Islands" (see page 55). Companies he controls own and manage over 700 flats in London.

6. Case Law

- 6.1. With this application the applicants have included relevant case law which supports the applicants' case that:

6.2. Parker v Waller & Ors

- 6.2.1. The landlord was aware, or at least should have been aware that the property is a HMO (*Parker v Waller & Ors*; *I R Management Services Ltd v Salford City Council*).
- 6.2.2. Paragraph 39 of the decision in *Parker v Waller & Ors* [2012] UKUT 301 and paragraph 30 of *I R Management Services Ltd v Salford City Council* [2020] UKUT 82 (LC) took into account the landlord's profession as an estate agent in determining whether the landlord's conduct (in not applying for a HMO licence) was relevant. The applicants in this case submit that as a property management company Tower Quay as well as

the respondent landlord (Simpson Assets 3 Limited), both entities with significant property interests and experience, with hundreds of residential rental properties should have been aware of the requirements to have a HMO licence, including the fire standards that are associated with the management of a HMO licensed property that were not adhered to in the applicants' property.

- 6.2.3. That the burden of proof in respect of a finding of criminal liability it must be proved "beyond reasonable doubt"; it does not have to be proved "beyond any doubt at all" and therefore that it does not follow that any doubt whatsoever must lead to the application failing (*Opara v Olasemo*).

6.3. Vadamalayan v Stewart & others [2020] UKUT 0183 (LC)

- 6.3.1. This case helpfully sets out the relevant law in relation to Rent repayment orders for unlicensed HMO properties. This case also establishes the following principles in relation to RROs:
- 6.3.2. That the starting point for a RRO for failure to have a valid HMO licence for a property "is the rent itself for the relevant period of up to twelve months" (paragraph 12)
- 6.3.3. That expenditure made by the landlord during the unlicensed period of the HMO property is not to be deducted from the RRO quantum (paragraph 15, 53, 54, 56)
- 6.3.4. That any fine by a local licensing authority is not to be deducted from the RRO quantum (paragraph 42-44, 55)

6.4. Chan v Bilkhu [2020] UKUT 289 (LC)

- 6.4.1. Confirming the position under *Vadamalayan v Stewart* that "In particular, the starting point for a rent repayment order should be the whole of the rent for the relevant period, and the amount ordered should not generally be restricted to the landlord's profit." (paragraph 11)
- 6.4.2. That the respondents in that case had a "portfolio of properties" and the rent repayment order claim by the appellant was not "in the face of property ownership on that

scale and in light of the profit likely to have been made from that portfolio, going to cause particular financial hardship” (paragraph 24)

- 6.4.3. That “a landlord with a portfolio of properties is to be expected to keep abreast of their professional and legal responsibilities” in regards to requests of repairs and maintenance (paragraph 25)

Payment Table

Jordan Osserman

Payments to Simpson House 3 Ltd during the claim period

10 September 2019, £2407.55

01 October 2019, £2407.55

01 November 2019, £2407.55

01 December 2019, £2407.55

01 January 2020, £2407.55

01 February 2020, £2407.55

01 March 2020, £2407.55

13 April 2020, £2407.55

01 May 2020, £2407.55

01 June 2020, £2407.55

01 July 2020, £2407.55

01 August 2020, £2407.55

Subtotal for Jordan Osserman: £28,890.60

Total paid during the claim period

£28,890.60

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STATEMENT OF WITNESS

(Criminal Justice Act, 1967, S9 M.C.Act 1980 S102 M.C.Rules, 1981 r.70)

Age of Witness over **21**

(True age to be shown where a witness is a juvenile or person involved in serious crime enquiry, otherwise 'over 21' will suffice).

Occupation of witness: **Principal Private Sector Housing Officer**

Business address: London Borough Hackney, Private Sector Housing, % Hackney Service Centre, 1 Hillman Street Street, Hackney E8 1DY. Tel No: **0208 356 8353**

This Statement, consisting of **4** pages each signed by me, is true to the best of my knowledge and belief and I make it knowing that if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Dated the 27th day of January 2021; Signed:



1. I, Emmanuel MFum, of Private Sector Housing (PSH) Team of London Borough of Hackney. I have been employed by Hackney Council since October 2018. I am a qualified Environmental Health Officer with a BSc (Hons) in Environmental Health. I am a voting member of the Chartered Institute of Environmental Health (CIEH). I hold a certificate of Professional Competence in Environmental Health. I have over 23 years of experience in private sector housing work having worked in a number of local authorities. I hold a certificate of Housing Health and Safety Rating System (HHSRS), which is a system used to assess housing defects and deficiencies, with a view to inform one in deciding the most appropriate action to take in dealing with a subject property in question in order to help improve conditions. I am trained and experienced in using the HHSRS to assess housing hazards and applying the system for the purposes of Part 1 of the Housing Act 2004. ("the Act"). Part of my role is to ensure that residential properties occupied by tenants within the Hackney Borough are licenced, upgraded and/or maintained to comply with standards as prescribed by the Housing Act 2004, Building Act 1984, Environmental Protection Act 1990 and the Public Health Acts. Also part of my role is to ensure that rented residential properties eligible for licensing under the Housing Act 2004 are so licensed and maintained in good standards in order to comply with standards as prescribed by the Act.
2. I can confirm that I am authorised by the Group Director of Neighbourhoods and Housing pursuant to Sections 243 and 239 of the Housing Act 2004 and other relevant parts of the Act.

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3. A House in Multiple Occupation (HMO) is defined in Section 254 of the Housing Act 2004. Section 254 of the Housing Act 2004 sets out a number of tests which are used to define whether the property is a House in Multiple Occupation. A **HMO** stands for a House in Multiple Occupation. The Housing Act 2004 has 4 legal definitions tests for what type of property constitutes an HMO.
4. A property is a HMO if it meets the “standard test”, “the self-contained test”, “the converted building test”. A building or part of a building meets the standard test if; (a) it consist of one or more units of living accommodation not consisting of a self-contained flat or flats; (b) the living accommodation is occupied by persons who do not form a single household; © the living accommodation is occupied by persons as their only or main residence or they are to be treated as so occupying it; (d) their occupation of the living accommodation constitute the only use of that accommodation; (d) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation the living accommodation; (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities.
5. A part of a building meets the self-contained flat test if; (a) it consists of a self-contained flat; and sub-sections (4) (b) to (f) above applies in regards to the subject flat.
6. A building or a part of a building meets the converted building test if; (a) it is a converted building; (b) it contains one or more units of living accommodation that do not consist of a self-contained flat or flats (whether or not it also contains any such flat or flats); © the living accommodation is occupied by persons who do not form a single household (d) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it; (e) their occupation of the living accommodation constitutes the only use of that accommodation; and (f) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation.
7. In respect of the subject property, **Flat 8, 2 - 4 Somerford Grove, London N16 7TX (also known as Flat 8 Simpson House, 2 - 4 Somerford Grove N16 7TX)**, “the self-contained test” would be met as explained in the aforementioned paragraphs. So the subject property is an HMO because it meets the self-contained flat test.
8. Part 2 of the Housing Act 2004, further requires certain types of HMOs to be licensed. Specifically, section 61 (paragraph 1) sets out the mandatory requirement for HMOs to be licensed and says that every HMO to which this Part applies must be licensed unless—(a) a temporary exemption notice is in force in relation to it under section 62, or (b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4.

Signed:



Dated: 27th January 2021

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9. Fire safety in HMOs is known to be of major concern. This reason local housing authorities have been empowered by legislation to regulate HMOs to ensure that they are safe and well managed.
10. Under Section 234 of the Housing Act 2004, Hackney Council is able to enforce HMO Management Regulations as per the Management of Houses in Multiple Occupation (England) Regulations 2006 ("The HMO Management Regulations").
11. The London Borough of Hackney runs HMO Licensing schemes for the purposes of regulating the large number of HMO properties within the borough. There are currently three licensing schemes in operation within the borough, namely Mandatory, Additional and Selective licensing. As of 1st October 2018 a House in Multiple Occupation which is occupied by 5 or more unrelated households, and who share amenities require a mandatory licence. Hackney Council also operates an Additional licence scheme where properties occupied by 3 to four unrelated persons who form two or more households, who share amenities requires a licence. The Council is also operating a pilot selective licensing scheme where privately rented properties occupied by a single household or family require a licence where the subject property is situated within Hackney Council wards of Brownswood, Cazenove or Stoke Newington.
12. The subject property, **Flat 8, 2 - 4 Somerford Grove, London N16 7TX (also known as Flat 8 Simpson House, 2 - 4 Somerford Grove N16 7TX)** is a three bedroom apartment and internally spread over two floor levels. This second floor subject apartment is located within a block of four storey in height. The block of apartment flats appear modern and converted from an existing structure or built within the last 25 years.
13. My involvement with the subject property, **Flat 8, 2 - 4 Somerford Grove, London N16 7TX**, came about as a result of a case referral to the Private Sector Housing team in August 2020 via the senior management team. There appeared to be an issue of rent level dispute between the tenants of the subject apartment flat and their managing agent acting on behalf of the landlord. It was also alleged that the subject property was an unlicensed HMO. Therefore, two of my colleagues and I from the Private Sector Housing (PSH) management team, Barbara Spencer-Devonish and Barry Ewing visited the subject apartment on 10th August 2020 at approximately 15.00 hours with a view to an initial fact finding concerning the issues raised by the tenants. I recall that we met a gentleman one Foivos Dousos on the day of our visit. As the case was now allocated to my team to investigate the alleged unlicensed HMO issue, I decided to schedule a more convenient appointment to return back to the apartment with a case officer from my team for a full inspection.

Signed:



Dated: 27th January 2021

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14. On 10 September 2020 at approximately 14.00 hours, myself and the new case officer Mr Kenneth Appiah returned to the subject property **Flat 8, 2 - 4 Somerford Grove, London N16 7TX** in order to carry out a full inspection of the property. I recall that we met two more occupants of the property in the name of Jordan Osserman and Marc Sutton respectively. We had also been sent signed Witness Statement copies via email by four occupants of the subject property which named Daniel Mapp as the fourth occupant of the subject property. The names seemed to match the tenancy agreement document copy that has subsequently been sent to Hackney Private Sector Housing via email. The four occupants shared a set of two amenities consisting of bathroom, water closet and wash hand basin, plus a communal kitchen. The internal shared circulation space of staircase and corridor areas were fitted with what appeared to be linked smoke alarm arrangement. However, although the shared kitchen was fitted with a fire detector element, the detector fitting was loose and hanging off the ceiling, and such a defect needed to be remedied at the earliest opportunity in order to provide an effective early warning in the event of a fire breakout. Failure to remedy the defective fire detector element within the shared kitchen constitute an offence under Section (4)(2) of the HMO Management Regulations; i.e. Duty of manager to take safety measures; (4)(2) 'The manager must ensure that any fire fighting equipment and fire alarms are maintained in good working order'. I also noted a defective and misleading Fire Notice within the common parts of the apartment as well as dotted along the shared corridor to the block that read "Fire Evacuation Plan for Building residents; on discovering fire in your flat, residents to call Fire Brigade on 999 and to state 6 Somerford Grove, London N16 7TX". It is also important to note that **6 Somerford Grove N16 7TX** is a totally separate block of flats with a separate entrance away from **2 - 4 Somerford Grove N16 7TX (Simpson House)**, which contains the subject property **Flat 8, 2 - 4 Somerford Grove, London N16 7TX (Simpson House)**. Therefore the fire brigade could be misdirected to the wrong location in case of fire.
15. Based on the evidence about occupancy of the property at the time of the visits from Hackney private Sector Housing, then it was conclusive evidence that the property was being occupied as an unlicensed HMO which would be subject to Additional HMO licensing. It is important to note that to my knowledge, no HMO property license application had been made by the landlord or their agent during the time of our visit on 10th September 2020, as would be required under the Hackney Additional HMO licensing scheme, and Part 2 of the Housing Act 2004 .

Signed:



Dated: 27th January 2021

Witness Statement of Jordan Osserman (1)**In the First-Tier Tribunal Property Chamber (Residential Property)****Case Reference: IH/LON/00AM/HMF/2020/0236****Applicants: Dr Jordan Osserman (1),****Mr Daniel Mapp (2) &****Dr Foivos Dousos (3)****vs****Respondent: Simpson House 3 Ltd****Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX**

I, Jordan Osserman of Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX ('the Property'), will say :

1. This is my witness statement in support of the application by myself and my co-tenants of the Property ('the Applicants') for a Rent Repayment Order ('RRO') against our landlord, the Respondent.
2. I make this statement from my own first hand knowledge unless otherwise stated. Where I include facts known to me from another source I state the source of that information.
3. On 18 September 2018 I and the other Applicants moved in at the Property, pursuant to the tenancy agreement 14 Sept 2018 (page 33). I have known the Second Applicant since roughly January 2016, when we were in a reading group together, and the Third Applicant since September 2012, when we were classmates in an MA programme. Before moving in at the Property I did not live together with the Second and Third Applicants.
4. The Second and Third Applicants are in a long-term relationship together. I live at the Property with my husband, Marc Sutton. Apart from sharing the costs of living at the Property (rent, utilities, and occasional incidentals) we have separate finances. I am not related to the Second and Third Applicants.

5. We have all lived at the Property since September 2018, and we continue to live there. We have always paid the rent in full as and when it fell due under the tenancy agreement, or on a couple occasions within a week of its due date. Between us we have always paid the sum of £2407.66 each month to the Respondent. I transfer the money from my bank account as shown in my bank statements (page 109), after all the occupants had paid me their share via bank transfer. I have not, at any time during the tenancy, received any payments by way of Housing Benefit or Universal Credit.
6. The Property comprises 3 bedrooms, a living area, two bathrooms and one kitchen. The bathrooms, kitchen and living area are shared between all the occupants.
7. Since moving into the flat, we have faced persistent neglect of urgent maintenance issues, repairs, and rodent control; and harassment from the letting agency, Tower Quay Limited. I will discuss these issues as evidence of the landlord's poor conduct.
8. During our initial viewing of the flat we were told that a number of necessary repairs would be completed before we moved in, e.g. the bathrooms were very mouldy and we were assured that new extractor fans would be installed to prevent future mould growth (the bathrooms do not have any windows for more effective ventilation). On the date we moved in, this and other necessary repairs to make the flat inhabitable were not done. We had already paid a holding deposit, security deposit, first month's rent, and agency fees.
9. This set the tone for the type of service we would eventually learn was the norm, both for our flat and for those of our neighbours renting from the same landlord, who shared similar experiences with us.
10. Emails from 21 Sept 2018-15 Oct 2018 (starting on page 43) document the disregard we experienced when first attempting to get repairs done to make the property habitable, such as for the toilets to flush properly. Emails and calls were routinely ignored and repairs falsely reported as complete.
11. Emails from 2 Oct 2018 and 15 Oct 2018 (page 51) document multiple attempts to receive keys for our mailbox that were ignored. Weeks after moving into the property, we did not have proper access to our post. We

were able to obtain our post by shoving our hand into the mail slot, as it was not secure. This also made it accessible to thieves, who appeared to have stolen residents' posts and possibly our own. A more secure mailbox was eventually installed, yet it sat there for months before we received access to it and the insecure ones were removed, as documented in the email 07 Jan 2020 (page 100) which never received a reply.

12. Document 19 Nov 2018 (page 54) shows our first report of mice in the house. We have experienced a persistent rodent infestation. I made multiple calls throughout our time living in the flat as the pest control person would rarely turn up when scheduled and did not make a serious effort to remedy the infestation. Examples are documented in my direct WhatsApp exchange with the assigned pest control person, 3 Nov 2019 (page 97). An example of a rodent we captured with our own mousetrap, while pest control was failing to address the infestation, is pictured on 1 May 2019 (page 59).
13. The poor quality of service we received led to the sharing of grievances amongst neighbours in the building, communicated primarily via a WhatsApp group. 12 June 2019 (page 65) documents WhatsApp discussion of stolen mail due to a broken front door (2-4 Somerford Grove) which was left unrepaired; 19 June 2019 (page 66) includes images of the broken front door and discussion of drug users entering the building as a result; and 02 May 2019 - 05 June 2019 (page 60 onwards) documents multiple emails I sent to maintenance regarding the door not being fixed.
14. When neighbours worked together -- for example by calling en masse the maintenance company regarding our broken door -- we sometimes witnessed improvements. This led us to constitute a formal organisation, eventually named Somerford Grove Renters, to discuss and address our needs as tenants.
15. In March 2020, as tenants were losing income and landlords were negotiating rent reprieves throughout the UK, I helped draft and digitally circulate a letter to our landlord and letting agent asking for financial help and a guarantee of housing security throughout the pandemic. 111 tenants signed the letter. The refusal we received included the unfounded allegation that tenants had savings from "cancelled holidays" and "lunches" that could be used to pay the rent in full, and that there was "no

justification for any reduction in rent, especially considering that whilst Tenants are isolating the wear and tear in properties is increasing which will be at the cost of the Landlord”.

16. This refusal attracted significant media attention, as an example of cruel treatment during a pandemic from a wealthy commercial landlord. I agreed to give interviews to journalists about the situation. Subsequently, security in the building began to follow and film me in the building. On one instance, I questioned a security guard directly when I noticed him filming me with his phone, and he openly admitted that he was instructed to do this by Tower Quay Limited.
17. This experience of harassment, in the midst of an already worrying pandemic situation, where I feared for the health of vulnerable family members, caused me significant mental distress.
18. On 21 July 2020 (page 105), my household received an email informing us that we had two months to vacate the property, contravening the required three month minimum notice period. As we had previously renewed our lease without problem, we felt we were being victimized with a retaliatory threat of eviction, due to our public campaigning work with the Somerford Grove Renters.
19. The email misrepresented the law on the eviction procedures, implying that failure to vacate the property on the date requested was itself illegal, and not informing us of our right to challenge the eviction or seek legal advice.
20. All of us wished to remain in our home, given the general difficulty of finding suitable, affordable accommodation in London, exacerbated by the uncertainty surrounding the pandemic. We requested that the eviction notice be withdrawn, but this was refused. I feared that staying in my home beyond the date we were asked to vacate could lead to the actions threatened in the email, or further forms of harassment.
21. On 28 July 2020 (page 107) the Mayor of Hackney intervened on our behalf, writing a letter to our landlord that described the action as a “revenge eviction.”
22. We have received three eviction notices in total, as the first and second were withdrawn prior to proceedings due to their being invalid. As of this

writing, we are still facing potential eviction, despite the fact we have never been in rent arrears.

23. The behaviour of our landlord and letting agents motivated me to better understand and advocate for my rights and those of my neighbours, and to seek advice and apply scrutiny regarding potential violations committed.
24. Through working with the Council, we learned about the landlord's failure to obtain HMO licenses as well as dangerous and ongoing fire safety violations.
25. In our own flat, we did not receive a gas safety certificate nor energy performance certificate throughout our tenancy, until 18th November, 2020. These were included with a letter from Tower Quay notifying us that the eviction notice of 10 September 2020 was withdrawn. I surmised that these certificates were finally provided in order to subsequently attempt to issue a valid eviction notice. This turned out to be correct, as a new eviction notice was subsequently issued on 23 November 2020.
26. The Energy Performance Certificate issued is incorrect (page 125) as it does not match the property type or total floor area of our flat. It appears to have been produced prior to our flat being converted from a workspace to a residential flat.
27. In February, our boiler broke. As documented in the emails 08 Feb 2021 - 05 March 2021, the process for having the boiler replaced has taken a month, leaving us without heat and hot water during some of the coldest days of the year, and has involved multiple errors and cases of serious negligence that have required repeated visits from multiple contractors. These have included including initially failing to install in the new boiler a programmable timer and/or thermostat to regulate heat (a compulsory requirement in the government's 2018 Boiler Plus scheme), failing to install condensate drainage, and using gaffer tape to secure the flue to the roof which caused a major leak.
28. Throughout the process of having the boiler replaced, we have faced obfuscation and misinformation about the nature of the problem and the health and safety risks we have encountered, which appears to me intended to protect the landlord and other concerned parties from admitting fault. For example, the first installer denied to maintenance that

the boiler lacked temperature controls, but returned to install a thermostat after we provided photographic evidence of this. Subsequently, when the thermostat stopped working, a repair person came and told me that it was due to water leaking directly onto the thermostat, causing it to spark and shut down. His alarming temporary fix was to cover the thermostat with a plastic bag on 21 February 2021 (page 142). I wrote to maintenance that this was a fire hazard 17 Feb 2021 (page 141), which was denied. When another repair person came to address the leak, he described the boiler installation as a "bodge job" and "not up to standard", and said he would need to report the previous installer to Gas Safety before he could commence repairs. After I reported this to maintenance 26 Feb 2021 (page 149), he denied having said this to me and claimed that I misunderstood him because he was "wearing a mask" and "has an accent." When a roofer came to examine why the ceiling was leaking after the boiler had been supposedly repaired 3 March 2021 (page 185), he described the flue installation (which was gaffer taped onto the roof) as a "proper [expletive] bodge job"; I recorded part of his reaction as evidence to send to maintenance 4 March 2021 (page 189); see flue installation picture 04 March 2021 (page 193). After the roof was repaired, the boiler installer returned and subsequently replaced the entire flue, without any explanation offered for why this was necessary. I wish to note that problems with the flue can lead to combustion gases entering the home and carbon monoxide poisoning. The potential water damage and gas safety issues has caused me significant mental distress.

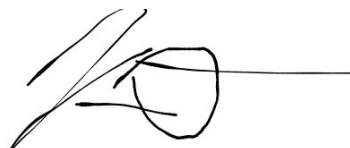
29. On 27 Feb 2021, I submitted a complaint to the Gas Safe Register requesting someone evaluate the boiler and provide independent advice on what kind of repair is required. A Gas Safe engineer wrote to me on 1 March 2021 (page 180), saying that he was awaiting permission from the landlord to inspect the property. When I followed up on, he replied that he had emailed the landlord on 1 March and had not yet received a response see 4 March 2021 (page 189). I then wrote to Tower Quay demanding permission be granted for the inspection see 04 March 2021 (page 192). This was finally granted on 5 March 2021 (page 194). I was in daily communication with maintenance throughout this process, and the maintenance person I communicated with agreed with my assessment that an independent inspection was appropriate. Given this, Tower Quay's

delayed permission, given a day after the final repairs were completed, appear to me intended to conceal the Gas Safety violations committed during the initial installation.

30. My bedroom was also inaccessible for roughly a week while these installations and repairs have taken place, and I have lost numerous hours liaising with maintenance and documenting failures in service in my attempt to secure a safe, working boiler. During lockdown, I need daytime use of the bedroom in order to work from home and conduct private calls. On 3 March 2021 (page 185) we requested compensation for this failure of service and have not yet received an offer.
31. Given the poor conduct I have described, I believe our landlord should be subject to the maximum penalty permitted under law. This would help to redress the injustices we have faced, and act as an important deterrent against landlord misbehaviour within the private rented sector.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:



Name: Jordan Osserman

Date: 6 March 2021

Witness Statement of Daniel Mapp (2)

In the First-Tier Tribunal Property Chamber (Residential Property)

Case Reference: IH/LON/00AM/HMF/2020/0236

Applicants: Dr Jordan Osserman (1),

Mr Daniel Mapp (2) &

Dr Foivos Dousos (3)

vs

Respondent: Simpson House 3 Ltd

Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX

I, Daniel Mapp of Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX ('the Property'), will say :

1. This is my witness statement in support of the application by myself and my co-tenants of the Property ('the Applicants') for a Rent Repayment Order ('RRO') against our landlord, the Respondent.
2. I make this statement from my own first hand knowledge unless otherwise stated. Where I include facts known to me from another source I state the source of that information.
3. On 18 September 2018 I and the other Applicants moved in at the Property, pursuant to the tenancy agreement 14 Sept 2018 on page 33. I have known the First Applicant since roughly January 2016, when we were in a reading group together, and the Third Applicant since September 2016. Before moving in at the Property I did not live together with the Second and Third Applicants.
4. I have been in a long-term relationship with the Third Applicant since December 2016. The First Applicant lives at the Property with his husband Marc Sutton. Apart from sharing the costs of living at the Property (rent, utilities, and occasional incidentals) we have separate finances. I am not related to the First Applicant.

5. We have all lived at the Property since September 2018, and we continue to live there. We have always paid the rent in full as and when it fell due under the tenancy agreement, or on a couple occasions within a week of its due date. Between us we have always paid the sum of £2407.66 each month to the Respondent. I transfer my share of the rent to the First Applicant's bank account, who then transfers the full sum to the Respondent's bank account, as shown in his bank statements on page 109. I have not, at any time during the tenancy, received any payments by way of Housing Benefit or Universal Credit.
6. The Property comprises 3 bedrooms, a living area, two bathrooms and one kitchen. The bathrooms, kitchen and living area are shared between all the occupants.
7. Since moving into the flat there have been various issues with maintenance of the property, including slow response to urgently needed repairs and ongoing problems with rodents in the property. I describe these below as evidence of the landlord's poor conduct.
8. After moving in, there were a number of immediate repairs and improvements to be made. There were significant delays in addressing these. These are detailed in an email chain between Jordan Osserman and Dimitra Chatzimanolis from 21 Sept 2018-15 Oct 2018 on pages 43-53.
9. There were repeated mouse infestations and delayed responses from the appointed pest control representative (see 19 Nov 2018 on page 54, 1 May 2019 on page 59, 3 Nov 2019 on page 98).
10. There were ongoing problems with the front door to Simpson House, where our flat is located. The locking mechanism for the door kept failing and attempts to repair it were slow and ineffective. This meant that Simpson House was at times directly accessible from the street at all hours of the day. There were reports at this time of drug users in the building (see 2 May 2019 - 19 June 2019, pages 60-66).
11. In March 2020, tenants in the building began to discuss with one another via a WhatsApp group how they had been affected by the pandemic and its economic impact. Many had seen income reduce or dry up completely. Participants in this discussion wrote to the landlord requesting a temporary reduction in rent and, echoing the government's position,

flexibility in agreeing repayment plans in case of rent arrears. The letter was circulated and digitally signed by 111 tenants.

12. Following this letter and subsequent media attention, I noticed a more visible presence of security staff in Simpson House. Applicant 1 was told by a member of the security team that they had been asked to report on the activities of tenants in the building. Applicant 1 was filmed by security guards as he spoke to other tenants in the building as described in his witness statement (paragraph 16). I recall standing outside the front door to Simpson House at this time and seeing a security guard pause on his circuit of the building and stand watching me. My impression was that he was observing me not as a suspicious person, but as part of this programme of surveillance. I was never observed in this way before or since this period of time.
13. We were issued with a Section 21 eviction notice in summer 2020 (see 21 July 2020, page 105). This failed to take into account the guidance on giving additional notice on evictions during the pandemic, incorrectly advising us that we had two months' notice to quit the flat. This eviction notice was publicly described as 'revenge' by the Mayor of Hackney, in response to our involvement in the tenants organising group (see 28 July 2020, page 107).

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



Signed:

Name: Daniel Mapp

Date: 6 March 2021

Witness Statement of Foivos Dousos (3)**In the First-Tier Tribunal Property Chamber (Residential Property)****Case Reference: IH/LON/00AM/HMF/2020/0236****Applicants: Dr Jordan Osserman (1),****Mr Daniel Mapp (2) &****Dr Foivos Dousos (3)****vs****Respondent: Simpson House 3 Ltd****Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX**

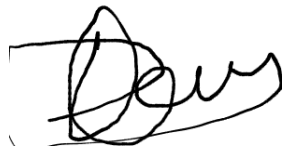
I, Foivos Dousos of Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX ('the Property'), will say :

1. My name is Foivos Dousos.
2. I am an occupant at Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX.
3. The flat is in the London Borough of Hackney.
4. The flat is let to 3 or more tenants who form two or more households and who share kitchen, bathroom or toilet facilities.
5. I moved in on 18 September 2018.
6. I am still living there at the time of writing this statement.
7. It is my primary residence.
8. I pay rent to live there.
9. Between us the tenants paid the sum of £2407.66 each month to Simpson House 3 Ltd of 6th Floor Charles House 108-110 Finchley Road London NW3 5JJ.
10. The cost of rent is shared between the tenants.
11. We share 2 bathrooms and 1 kitchen.

12. I did not receive Universal Credit or Housing Benefit to pay any of the rent during the period of the claim.
13. I live with Daniel Mapp, Jordan Osserman, and Marc Sutton. Osserman and Sutton are married, and I am in a relationship with Daniel Mapp.
14. Since moving into the flat, we have faced persistent neglect of urgent maintenance issues, repairs, and rodent control; and harassment from the letting agency.
15. The negligence of the landlord (as described in point 15) has caused great distress to me negatively affecting my mental health.
16. Our landlord issued a section 21 eviction notice (received 21 July 2020 page 105) in the middle of a global pandemic forcing us to look for a different place. This was particularly stressful to me as I have a chronic lung condition and I should aim to minimise my exposure to COVID-19.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:



Name: Foivos Dousos

Date: 6 March 2021



Public Notice

London Borough of Hackney

Designation of an area for Additional Licensing of Houses in Multiple Occupation (HMOs), Section 56, Housing Act 2004

The London Borough of Hackney ("The Council") in exercise of its powers under section 56 of the Housing Act 2004 ("the Act") has on the 10th of May 2018 designated the entire area of its district, as subject to Additional Licensing. The designation applies to all Houses in Multiple Occupation ("HMOs") that are occupied under a tenancy or a licence unless it is an HMO that is subject to mandatory licensing under section 55(2)(a) of the Act or is subject to any statutory exemption and with the exception that, in respect of a converted block of flats to which Section 257 of the Housing Act 2004 applies, the Additional Licensing scheme will only apply where all the units of accommodation in the block are privately rented.

This scheme will be known as The London Borough of Hackney Designation of an Area for Additional Licensing of Houses in Multiple Occupation 2018. The designation is not required to be confirmed because it falls within a description of designations for which the Secretary of State has issued a General Approval dated 26 March 2015.

The designation shall come into force on the 1st of October 2018 and shall cease to have effect on the 30th of September 2023.

The designation may be inspected, during office hours by appointment, at the Private Sector Housing Team's offices at 2 Hillman Street (The Annexe) London E8 1FB (contact details below).

Further information, advice and assistance regarding the designation and how to apply for a licence, is available from the Council's Private Sector Housing Team, contact details as follows:

- Telephone: 020 8356 4866
- Website: www.hackney.gov.uk
- Email: privatesectorhousing@hackney.gov.uk
- Mail: Private Sector Housing Team, 2 Hillman Street (The Annexe), London, E8 1FB

Landlords, managing agents or tenants within the designated area are advised to seek advice on whether their property is affected by the designation by contacting the Council's Private Sector Housing Team.

Upon the designation coming into force on the 1st of October 2018 any person who operates a licensable property without a licence is liable to prosecution and upon summary conviction is liable to an unlimited fine or alternatively may be made subject to a financial penalty not exceeding £30,000. Such failure to licence may also lead to an application for a rent repayment order. Furthermore no section 21 notice may be given in relation to a shorthold tenancy of a part of an unlicensed HMO so long as it remains such an HMO.

Signed:

Dated: 10/05/2018

A handwritten signature in black ink, appearing to read 'John Lumley', written over a horizontal line.

John Lumley, Director – Regeneration

Document Number: 20000781

Document Name: Additional Licensing Designation Public Notice FINAL

Neighbourhoods & Housing Directorate
London Borough of Hackney, Christopher Addison House
0208 356 2138
john.lumley@hackney.gov.uk www.hackney.gov.uk

ASSURED SHORTHOLD TENANCY AGREEMENT

Date	14 September 2018
Landlord	SIMPSON HOUSE 3 LTD
Care of	40 Westferry Circus, Canary Riverside, London E14 8RT
Tenant	1. Jordan H Osserman 2. Daniel Mapp 3. Dr Foivos Dousos
Of	1. 76 Somerford Grove Estate, London, N16 7TN 2. 57 St Brelades Court, London, N1 5TW 3. 76 Somerford Grove Estate, London, N16 7TN
Building	The building known as: 8 "Simpson House" 2 Somerford Grove, London N16 7TX
Property	The flat 8 on the Second floor of the Building
Contents	The fixtures and fittings and other items at the Property listed in the inventory for the Property
Tenancy Period	Starting on 18/09/2018 Ending on 17/09/2019
Rent	£2361.66 per month for the Property together with the further sum of £46.00 per month or such further sum as is appropriate in respect of the cost of the water supply to the Property - both amounts payable in advance
Rent Days	First Rent and Water Payment of £2407.66 is due by 18 September 2018 for the 18 September 2018 to 17 October 2018. Second Rent and Water Payment of £1111.16 by 18 October 2018 for the period 18 – 31 October 2018. The Third and Subsequent Rent and Water Payments are due in advance on the first day of every month starting from 01 November 2018 for £2407.66 per month.
Deposit	£3270.00
Landlord's Agent	TOWER QUAY LIMITED
of	40 Westferry Circus, Canary Riverside, London, E14 8RT Tel: 0207 519 0000, Email: info@towerquay.com

The Landlord lets the Property and Contents to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement.

This Tenancy Agreement creates an Assured Shorthold Tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Tenancy Period expires the Landlord can recover possession as set out in Section 21 of that Act unless the Landlord gives the Tenant a notice pursuant to paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an Assured Shorthold Tenancy.

The Landlord's name and address set out above is to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification from the Landlord's Agent of a different name or address for the Landlord.

NB: YOU SHALL NOT BE ENTITLED (UNLESS YOU ARE THE HOLDER OF A DISABLED PERSONS BADGE) TO BE GRANTED A RESIDENTS PARKING PERMIT TO PARK A VEHICLE IN A RESIDENTS PARKING BAY AND WILL NOT BE ABLE TO BUY A CONTRACT TO PARK WITHIN ANY CAR PARK OWNED, CONTROLLED OR LICENSED BY YOUR LOCAL AUTHORITY.

STANDARD LETTING TERMS

In these Standard Letting Terms:

- (a) provisions relating to the Property apply to every part of it and its fixtures fittings and decorations,
- (b) when two or more persons are together the Landlord or the Tenant, they are responsible for their obligations both jointly and individually. The Landlord may seek to enforce the Tenant's Obligations under this Tenancy Agreement and claim damages against any one or more of these individuals,
- (c) the Landlord includes the persons from time to time entitled to receive the Rent,
- (d) the Tenant includes anyone entitled to possession of the Property under this Tenancy Agreement,
- (e) if the Landlord holds the Property on a lease, the Landlord will (where appropriate) procure that its obligations are fulfilled by the superior landlord,
- (f) the headings used in this Tenancy Agreement do not affect its construction,
- (g) VAT means Value Added Tax (at the rate current at the time of payment).

A. TENANT'S OBLIGATIONS

A1. Payment of Deposit

On completion of this Tenancy Agreement the Tenant will pay the Deposit to the Landlord's Agent as security for the performance of the Tenants obligations.

A2. Payment of Rent

- (i) The Tenant will pay the Rent in advance on or before the Rent Days without any deduction set-off or abatement whatsoever by banker's standing order to the following account:-

Bank: SANTANDER

Sort Code: 09 – 02 - 22

Account No: 1 0 1 9 0 1 1 5

Account Name: SIMPSON HOUSE 3 LTD

Flat Reference: SHRE.8/Your Initials

If the Rent is paid into any other account without the Landlord's prior written consent or if the Flat Reference is not quoted on any payment to the Landlord for any reason the Tenant must also immediately pay the sum of £35.00 on each such occasion to the Landlord towards the administration costs of the Landlord.

Any person other than the Tenant who pays any Rent due to the Landlord shall be deemed (and the Landlord shall be entitled to assume without enquiry) to have made such payment as agent for and on behalf of the Tenant.

- (ii) The Tenant will also pay the Rent and other monies payable under this Tenancy Agreement until the Tenancy Period expires or the Property is re-let, whichever is the earlier, if the Tenant vacates the Property during the Tenancy Period.

A3. Interest on the payment

If the Tenant fails to pay, within 7 days of the due date, any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement, the Tenant will, on demand, pay to the Landlord interest on that amount at the rate of five per cent per year above the base rate of a London clearing bank chosen by the Landlord, calculated from the due date until actual payment.

A4. Outgoings

- (a) The Tenant will promptly pay and indemnify the Landlord against all:
 - (i) council tax or any similar tax in respect of the Property or its occupants,
 - (ii) charges for gas, electricity, water and telecommunications or other services consumed on or supplied to the Property, including standing and rental charges as well as charges for units consumed or used, and also including a proper part of any sums paid for periods starting before or ending after the Tenancy Period.
- (b) The Tenant will promptly:
 - (i) arrange with the relevant authorities for all utility accounts in respect of gas, electricity and telephone (if any) at the Property to be addressed to the Tenant in the Tenant's own name, and
 - (ii) register with the Local Authority for the council tax or any similar tax in respect of the Property or its occupants for the Tenancy Period.
- (c) The Tenant will on demand pay the Landlord and/or the Landlord's Agent's costs:
 - (i) for all applications for the consent or approval under this Tenancy Agreement including those incurred in cases where such consent is refused or the application is withdrawn,
 - (ii) in the event that the Landlord or the Landlord's Agent write to the Tenant regarding any non-payment of rent or any outstanding amount under this Tenancy Agreement or any breach or non-observance of any Tenant's obligations in this Tenancy Agreement the sum of £50.00. Should the Landlord or the Landlords' Agent need to attend at the Property to collect any rent or any outstanding amount under this Tenancy Agreement the cost will be £75.00,
 - (iii) without prejudice to the above, costs arising from any breach or non-observance of any obligation by the Tenant contained in this Tenancy Agreement including the Landlord's, the Landlord's Agent's and any solicitor's costs,
 - (iv) £60.00 for any failure by the Tenant to attend the inventory check in or out or not allowing access to the inventory clerk at the pre – agreed appointment time. Once the appointment is booked the Landlord requires at least 24 hours' notice (IN WRITING TO: info@towerquay.com and 'Evaldas Pociulpas' Evaldas@btconnect.com) by the Tenant to endeavour to re – schedule the same,
 - (v) for replacing locks if all the keys are not returned and security devices/entry cards/fobs at £100.00 each which have been lost or not returned at the end of the Tenancy Agreement (however it ends) plus an administrative charge of £50.00,
 - (vi) within 7 days of written demand when the Landlord is reasonably entitled to do anything to remedy any breach of the Tenancy Agreement.

- (d) The Tenant will not have a key meter installed at the Property or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then the Tenant must provide the name and address of the new supplier to the Landlord or the Landlord's Agent immediately and ensure that the account is returned to the original supplier at the termination of the tenancy. The Tenant will be responsible and liable for any transfer and reconnection costs.

A5. Use of the Property

The Tenant will:

- (a) take all proper precautions to prevent the escape of water in or from the Property or the Contents which are white goods, and
- (b) be fully responsible for the actions of anyone who is in the Property or who is associated with the Tenant and is in the common parts of the Building.

A6. Maintain the condition of the Property

The Tenant will:

- (a) keep the inside of the Property clean and tidy and in good repair and condition,
- (b) keep the Contents in good condition and shall return the Contents to the Landlord at the end of the Tenancy Period (however it ends) as detailed in the inventory,
- (c) have the windows and any net curtains of the Property cleaned at least once every three months,
- (d) replace all fuses bulbs and fluorescent tubes as and when necessary, and
- (e) take all reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the Tenant or the Tenant's immediate family or visitors.

A7. Damaged items

- (a) The Tenant will promptly pay for or replace:
 - (i) any glass which is broken by the Tenant or the Tenant's visitors,
 - (ii) any components of gas, electrical, heating or other appliances including white goods which become defective due to mis-use.
- (b) The Tenant will promptly pay for any damage caused to the common parts of the Building by the Tenant or any person associated with the Tenant.

A8. Allow entry by the Landlord and the Landlord's Agent

The Tenant will allow the Landlord or the Landlord's Agent (and where necessary with workmen and/or others) at all reasonable times during the Tenancy Period on 24 hours prior written notice (or without notice in emergency) to enter the Property where required for the purpose of:

- (a) repairing or painting the outside of the Building or carrying out any structural or other necessary repairs to the Building or to the Property, or
- (b) examining the state and condition of the Property, or
- (c) (in the last two months) showing the Property to prospective tenants or purchasers.

A9. Notice to repair

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with the Tenant's obligations, the Tenant will at the Tenant's own cost carry out the necessary remedial work within one month from being given the notice failing which then the Tenant will permit the Landlord to enter the Property to execute such work at the cost of the Tenant and the Tenant will pay the cost of such work to the Landlord on demand.

A10. Contact the Landlord

The Tenant will:

- (a) contact the Landlord immediately if any part of the Property or the Contents shall require maintenance on the following email: maintenance@septormanagement.com or **020 7183 3700** (between 8.30am to 5.30pm Mon to Fri, 8.30am to 1.00pm Sat) or if an emergency out of business hours: **078 6469 1957**.

- (b) The Landlord will not under any circumstances be responsible for any maintenance or repair charges incurred by the Tenant unless the Tenant has first notified the Landlord of any defect and the Landlord has consented to the repair even in the case of emergency, and
- (c) contact the Landlord immediately should the Tenant have any concerns regarding any smoke detectors or heat sensors in the Property being defective at maintenance@septormanagement.com so that immediate arrangements can be made to inspect and/or repair as necessary.

A.11 Inventory

The Inventory check in time and date will be pre-arranged with the Tenant during the signing of this Tenancy Agreement. Should the Tenant fail to attend the inventory at the pre-arranged time and date a charge of £60.00 will be applicable as per clause A4(c)(iv) of this Tenancy Agreement.

A.12 Security

The Tenant will ensure that whenever the Property is left vacant or unattended, (however short the period) all the external doors and all windows are properly secured and locked and any burglar alarm is properly activated.

A.13 No assigning or underletting, etc

The Tenant will not:

- (a) assign, underlet, part with or share possession or occupation of the whole or any part of the Property, except by an assignment of the whole of the Property with the Landlord's prior written consent, or
- (b) take in lodgers or paying guest, or
- (c) advertise the Property or any part thereof

Provided always that clause A.13 (a) shall not apply during the first six months of the Tenancy Period.

A14. Private residential use only

The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a private residence for the Tenant personally and the Tenant's immediate family being in any case in total not more than four persons. Only the bedroom(s) is/are to be used for sleeping purposes.

A15. Proper conduct

The Tenant will not:

- (a) do anything at the Property or in the common parts of the Building which is illegal or immoral or cause any nuisance or disturbance or annoyance to the occupiers of the remainder of the Building or of any adjoining premises for which any anti-social behaviour caused by the Tenant and/or the Tenant's visitors will be the responsibility of the Tenant,
- (b) place on the outside of the Property any flowerbox flowerpot or similar object or any clothes or other articles,
- (c) leave rubbish in the front or rear gardens of the Property other than in any storage facilities provided,
- (d) block, or put noxious or damaging substances into, the sinks baths showers lavatories cisterns or waste or soil pipes in the Property or allow them to overflow,
- (e) leave anything in the common areas of the Building,
- (f) leave the entrance doors of the Building open,
- (g) use any passenger lifts in the Building for carrying heavy goods,
- (h) allow any children of, or in the control of, the Tenant to play in any of the common areas of the Building,
- (i) hold any parties or other such occasions at the Property without the Landlord's prior written consent,
- (j) use any television or computer in the Property without holding a valid television licence, where required,
- (k) change any locks of the Property or have any duplicate keys made without the Landlord's prior written consent, or
- (l) keep any pets in the Property,
- (m) install any blinds to the windows of the Property unless they are white or cream in colour only,
- (n) dispose of any grease food cooking oil fat or any corrosive substance down any sink or drains of the Property,

- (o) play any music or use any television so as to cause any nuisance or disturbance or annoyance to the occupiers of the remainder of the Building or any adjoining premises and without prejudice to this not between the hours of 11pm and 9am allow such sound to be audible outside the Property,
- (p) allow any of the utility services for the Property to be disconnected altered or removed,
- (q) have any barbeques on any balcony of the Property,
- (r) leave the Property vacant or unoccupied for more than 21 consecutive days without first giving written notice to the Landlord of the intention to do so and obtaining a written acknowledgement from the Landlord and in such circumstances the Tenant agrees to comply with the building's insurer's requirements in this respect,
- (s) bring any dangerous or illegal substances onto the Property or any other part of the Building or do anything which could invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums.

A16. No alterations

The Tenant will not:

- (a) alter or add to the Property internally or externally,
- (b) decorate the exterior of the Property,
- (c) change the decor of the interior of the Property,
- (d) erect any external aerial or satellite dish,
- (e) place any signs in the windows of the Property, and
- (f) hang or affix any picture poster placard or similar item to the internal surfaces of the Property in such a way so as to cause any damage.

A17. Pass on notices

The Tenant will promptly give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any government department, local or public authority or other party.

A18. Obligations at end of the Tenancy Period

The Tenant will at the end of the Tenancy Period (however it ends):

- (a) hand to the Landlord's Agent or Inventory Clerks all keys to the Property by 5.00pm on weekdays and 12.00pm on Saturdays (excluding Public Holidays) on the last day of the Tenancy Period (however determined),
- (b) give the Landlord vacant possession of the Property free from any rubbish and personal possessions,
- (c) pay for the professional cleaning of the Property and the Contents,
- (d) return the Property and the Contents to the Landlord in the condition required by this Tenancy Agreement,
- (e) ensure that all council tax and utility bills have been paid up to the last day of occupancy. The Deposit will not be refunded until the Landlord's Agent has proof of this,
- (f) if the Tenant fails to comply with the Tenant's obligations at the end of the Tenancy Period (however it ends) so that the Property is not available for immediate re-letting then, without prejudice to any other rights or remedies of the Landlord, the Tenant will be liable to the Landlord for all damages and loss arising from such breach.

A19. VAT

The Tenant will pay to the Landlord or the Landlord's Agent VAT on any sums payable by the Tenant under this Tenancy Agreement if applicable.

A20. Insurance.

The Tenant will be responsible for insuring the Tenant's own possessions. (For the avoidance of doubt the Tenant's possessions are the Tenant's and are **not** covered by any insurance policy maintained by the Landlord). The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions.

B. LANDLORD'S OBLIGATIONS

B1. Occupation by Tenant

The Landlord will give the Tenant uninterrupted occupation of the Property, and the right (shared with others) to use any communal entrance hall, stairs and lifts (if any) in the Building giving access to the Property, during the Tenancy Period (but not for the avoidance of doubt the use of or access to any other parts of the Building including but not limited to the roof or any areas outside the windows) for as long as the Tenant complies with the Tenant's Obligations under this Tenancy Agreement.

B2. Maintenance

The Landlord will comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause B3.

B3. Insurance

The Landlord will:

- (a) arrange for the Building (but not the Tenant's personal possessions) to be insured for such sum and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive insurance policy,
- (b) use reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable, and
- (c) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage

but (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

The Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of any supply or service to the Property supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord. Furthermore, the Landlord will not be responsible for any loss or damage howsoever caused to the Tenant's personal possessions.

C. DEPOSIT

C1. Deposit

The Landlord will arrange for the Deposit to be held and dealt with in accordance with an insurance based Tenancy Deposit Scheme with Tenancy Deposit Solutions Limited (Company Number: 05861648) trading as mydeposits (mydeposits.co.uk) and for the Deposit to be refunded to the Tenant without any interest once the Tenant has vacated the Property at the end of the Tenancy Period (however it ends) but less any deductions made by the Landlord at any time to cover:

- (a) any unpaid Rent, and the other monies payable to the Landlord by the Tenant under this Tenancy Agreement,
- (b) the cost of remedying any breach or non-compliance of any obligation by the Tenant under this Tenancy Agreement,
- (c) compensation for the Tenant's use or occupation of the Property if the Tenant fails to give vacant possession on the due date, and
- (d) any accounts for utilities, council tax or accounts for which the Tenant may be liable, which remain unpaid.

C2. Use of the Deposit

The Tenant shall not be entitled to withhold payment of any instalment of the Rent or any other monies payable under this Tenancy Agreement on the grounds that the Tenant has paid the Deposit.

C3. Lead Tenant and Tenant's contact details

- (a) Where the Tenant consists of more than one individual the Tenant hereby irrevocably appoints [] to act as lead Tenant under the Deposit Protection Scheme.
- (b) The Tenant's contact details for use after the Tenancy Period has ended (however it ends) (if available) are [].

D. TERMINATION

D1. Landlord's right of termination

The Landlord is entitled to terminate this Tenancy Agreement and obtain a Court Order to evict the Tenant if:

- (a) any instalment of the Rent is not received in full within 7 days of the due date whether formally demanded or not, or
- (b) the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, or
- (c) the Tenant becomes bankrupt or the Tenant enters into a voluntary arrangement with the Tenant's creditors, or
- (d) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for more than 21 days, or
- (e) any of the Grounds 2, 8, 10 – 15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

Termination of this Tenancy Agreement under this clause D1 ends the Tenancy Period but does not release the Tenant from any outstanding obligations.

D2. Landlord /Tenant's Break/Options

- (a) If the Landlord shall desire to determine the Tenancy Agreement hereby created at or at any time after the end of the first six months thereof and shall give to the Tenant not less than 2 months previous notice in writing of such desire such notice not to be served within the first four months of the Tenancy Agreement then immediately on the expiration of such notice the Tenancy Agreement shall end but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of obligation.
- (b) If the Tenant shall desire to determine the Tenancy Agreement hereby created at or any time after the expiration of the first six months of the Tenancy Period and shall give the Landlord not less than 2 months previous notice in writing of such desire (such notice not to be served within the first four months of the Tenancy Agreement) and shall up to the time of such determination paid the Rent and observe and perform the agreements and obligations on the Tenants' part herein before reserved and contained then immediately on the expiration of such notice the Tenancy Agreement shall end but without prejudice to the rights and remedies of the Landlord against the Tenant in respect of any antecedent claim or breach of obligation.

D3. Provided that:

- (a) the parties have not exercised any of their rights under clause D2, and
- (b) there are no arrears of rent and the Tenant has complied with all the Tenant's Obligations in this Tenancy Agreement up to the end of the Tenancy Period, and
- (c) the Landlord has not served any notice under Section 8 of the Housing Act 1988

then the Tenant shall have the option to renew this Tenancy Agreement for an additional term of 364 days commencing on the expiration of the term of this Tenancy Agreement save for the provision of this clause D3 and subject to the Rent being increased by no more than 10%. This option shall be exercised by the Tenant giving the Landlord not less than 60 days prior written notice to extend the term prior to the expiration of the current term of this Tenancy Agreement.

E. NOTICE

- E1. Any notice under this Tenancy Agreement must be in writing,
- E2. Any notice to the Tenant may be served by leaving it addressed to the Tenant at the Property or sending it by registered or recorded delivery post to the Property,
- E3. Any notice to the Landlord may be served by sending it by registered or recorded delivery post to the Landlord’s Agent at the Landlord’s Agent address on the first page of this Tenancy Agreement unless the Tenant receives written notification of a different address from the Landlord’s Agent,
- E.4 If the Tenant is more than one person notice given to any one person is deemed to be notice to all,
- E.5 Any notice left at the Property shall be deemed to have been received the same day,
- E.6 Any notice sent by registered or recorded delivery shall be deemed to have been received on the next working day.
- E.7 The Landlord requests one months’ notice, in writing, of the Tenant’s intention to vacate the Property at the end of Tenancy Period. Without written notification from the Tenant, it shall be assumed that the Tenant wishes to continue to live in the Property under the terms of a periodic tenancy.

This Tenancy Agreement has been entered into on the date stated at the beginning of it.

SIGNED by the LANDLORD or the LANDLORD’S AGENT

Landlord.....

In the presence of:

Witness name.....

Witness signature:

Witness address.....

.....

Witness occupation.....

SIGNED by the TENANT:

Jordan H Osserman.....

Daniel Mapp.....

Dr Foivos Dousos.....

In the presence of:

Witness name.....

Witness signature.....

Witness address.....

.....

Witness occupation.....

Gmail - 8 Simpson house



Jordan Osserman <jordan.osserman@gmail.com>

8 Simpson house

25 messages

Dimitra Chatzimanoli <dc@septormanagement.com>

Fri, Sep 21, 2018 at 2:17 PM

To: "jordan.osserman@gmail.com" <jordan.osserman@gmail.com>, "daniel.in.ib@gmail.com" <daniel.in.ib@gmail.com>, "annikeris@gmail.com" <annikeris@gmail.com>

Cc: Abu Sayed <as@septormanagement.com>

Dear Tenants,

I have just received your moving in inventory and I would like to book the below works in with you :

Replace 2 bedroom Velux window blinds(not a middle one) and add blinds to living room.

Kitchen replace 1xgu10 spot light; reattach base unit kickboards properly; fix/replace oven door seal; replace 1xextractor hood light bulb; please service the dishwasher(stops right after starting it).

Bed1(1st RHS) replace 1xgu10 spot light.

Bath(1st LHS) toilet flush is weak(please fix); add shower curtain.

Bath(by kitchen) water is leaking behind toilet(please fix); add shower curtain.

Living replace 1xwall light bulb.

Please can you confirm a suitable day for this to be carried out, when replying back please give us at least 24 hours notice for the work to be booked in. Our work hours are

Monday to Friday 8am to 5:30pm

or alternatively

if you are happy for us to enter when no one is there we can arrange to collect keys from Tower Quay for access.

Please note that the work will not be booked in until we receive a reply.

Gmail - 8 Simpson house

Kind Regards,

Dimitra Chatzimanoli

Maintenance department

Tel: 0207 1833700



Jordan Osserman <jordan.osserman@gmail.com>

Sun, Sep 23, 2018 at 12:44 PM

To: dc@septormangement.com

Cc: daniel.in.ib@gmail.com, "Phevos D." <annikeris@gmail.com>, as@septormangement.com

Dear Dimitra,

Thanks for this. There are some additional repairs we have noticed since the inventory that need to be done. I am pasting the full list including the ones your mentioned here. We are happy for you to collect keys to enter the house to do these repairs ASAP.

- Bathroom: BOTH toilets (by kitchen and 1st RHS) have a very weak flush and take a very long time for the cistern to refill. This makes them nearly unusable. Please fix ASAP

- Bathroom: Extractor fans in BOTH bathrooms needs servicing/replacing. This was discussed with Mohammed (negotiator) when he showed us the flat as the cause of mould growing. Should be done ASAP to prevent recurrence of mould.

- Bedroom: Replace blinds in ALL bedroom. (They are all either faulty or missing).

- Kitchen cupboards has numerous faulty shelves (Picture attached): 1) Top shelf of cupboard next to refrigerator 2) Top shelf of cupboard next to extractor fan 3) Top shelf of left hand cupboard above sink. These shelves are each missing one of the supports necessary to keep them stable.

- Kitchen: Dishwasher sometimes goes through a full cycle but water does not spray. Needs servicing.

These repairs are to be added to the list you provided below:

[Quoted text hidden]

[Quoted text hidden]

----- Forwarded message -----

From: Jordan Osserman <jordan.osserman@gmail.com>

To: Dimitra Chatzimanoli <dc@septormanagement.com>

Cc: Abu Sayed <as@septormanagement.com>, "Phevos D." <annikeris@gmail.com>, "daniel.in.ib@gmail.com" <daniel.in.ib@gmail.com>

Bcc:

Date: Wed, 26 Sep 2018 20:06:51 +0100

Subject: Re: 8 Simpson house

Hi Dimitra,

Somebody came by today but none of our repairs were addressed. The toilets not flushing properly are extremely urgent. When will this be fixed?

Jordan

Dimitra Chatzimanoli <dc@septommanagement.com>

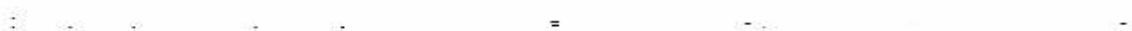
Thu, Sep 27, 2018 at 10:14 AM

To: "Phevos D." <annikeris@gmail.com>, Jordan Osseiman <jordan.osseiman@gmail.com>

Cc: Abu Sayed <as@septommanagement.com>, "daniel.in.ib@gmail.com" <daniel.in.ib@gmail.com>

Hi Phevos,

Thank you for your email.



Gmail - 8 Simpson house

I have now looked into this for you and would like to apologise for the confusion. All the works were booked to be carried out yesterday but the job order wasn't read correctly. Please accept our sincere apologies for any inconvenience caused. I would like to now reschedule a visit for tomorrow. If this is convenient for you please let me know and I will book it in.

Kind Regards,

Dimitra Chatzimanoli

Phevos D. <annikeris@gmail.com>

Thu, Sep 27, 2018 at 9:17 AM

To: Jordan Osserman <jordan.osserman@gmail.com>

Cc: dc@septormangement.com, as@septormangement.com, daniel.in.ib@gmail.com

Kalimera Dimitra,

As Jordan has pointed, both toilet flushing and water leaking in one of the bathrooms need to be fixed asap. The toilet started getting mouldy again so the fan extractors replacement should follow soon too as this is a potential health hazard. Please let us know if it's easier for you to arrange things via phone.

Thanks
Foivos

[Quoted text hidden]

Jordan Osseman <jordan.osseman@gmail.com>

Fri, Sep 28, 2018 at 7:02 PM

To: Dimitra Chatzimanoli <dc@septormangement.com>

Cc: Abu Sayed <as@septormangement.com>, "Phevos D." <annikeris@gmail.com>, Vanessa Jenkins <vj@septormangement.com>, Daniel Mapp <Daniel.in.LB@gmail.com>

Dear Dimitri,

Many of the issues from the job list have not been addressed. It appears the repairman made no effort to deal with them. Can you please add these back to the job list and ensure they are fixed? Can you also please ensure that the repairman reports honestly about what he has done and not done?

I've gone through each of the jobs listed and list here the ones have not been done:

Kitchen:

- service the dishwasher (does not work)
- fix/replace oven door seal

kitchen cupboards has faulty shelves: 1) Top shelf of cupboard next to refrigerator 2) Top shelf of cupboard next to extractor fan 3) Top shelf of left hand cupboard above sink. (These shelves are each missing one of the supports necessary to keep them stable).

Bath (both):

Extractor fans in BOTH bathrooms needs servicing/replacing. We discussed this with Mohammed (negotiator) before moving in who said this would be necessary to prevent regrowth of mould

Toilet flush in both bathrooms extremely weak (PLEASE NOTE: this applies to BOTH TOILETS)

Cisterns do not refill in both bathrooms (APPLIES TO BOTH TOILETS, NOT FIXED)

Living:

replace 1xwall light bulb

Re all blinds on order: Are these blinds for all three bedrooms and living room? It does not appear the repairman actually measured the blinds for all rooms so I want to make sure about this.

Jordan Osserman <jordan.osserman@gmail.com>
To: reception@towerquay.com

Tue, Oct 2, 2018 at 10:32 AM

Hello,

We moved into 8 Simpson House on 19 September and never received a key for the post box. The inventory person said that we should be receiving a key shortly but it still hasn't come. Can you please arrange for a key to be sent to us as soon as possible?

Dimitra Chatzimanoli <dc@septormangement.com>

Tue, Oct 2, 2018 at 11:37 AM

To: Jordan Osserman <jordan.osserman@gmail.com>

Cc: Abu Sayed <as@septormangement.com>, "Phevos D." <annikeris@gmail.com>, Vanessa Jenkins <vj@septormangement.com>, Daniel Mapp <Daniel.in.LB@gmail.com>

Hi Jordan ,

As per our conversation please note that I have now arranged for another maintenance representative to attend tomorrow to carry out all the outstanding repairs. I have also organised for an appliance engineer to contact you regarding the dishwasher.

The main bathroom toilet will be replaced today .

Any issues please let me know .

Kind Regards,

Dimitra Chatzimanoli

Maintenance department

Jordan Osserman <jordan.osserman@gmail.com>
To: reception@towerquay.com, mk@towerquay.com

Thu, Oct 4, 2018 at 10:43 AM

Hi Mohammed,

We are waiting to receive a key for the post box in our flat, 8 Simpson House. As you know we moved in 19th Sept. The inventory person said we should receive a key shortly but it still hasn't arrived. Can you arrange for this?

Many thanks!

Jordan
[Quoted text hidden]

Gmail - URGENT: MAIL KEY



Jordan Osserman <jordan.osserman@gmail.com>

URGENT: MAIL KEY

1 message

Jordan Osserman <jordan.osserman@gmail.com>

Mon, Oct 15, 2018 at 5:21 PM

To: Dimitra Chatzimanoli <dc@septormanagement.com>, "mk@towerquay.com" <mk@towerquay.com>, "reception@towerquay.com" <reception@towerquay.com>

Hello,

We have been living in flat 8, Simpson house, since September 19, and still have not received a key to access our post. I have emailed and called both maintenance and reception several times and nothing has been done about this. This is unacceptable. We need to be able to access our mail. Can you please sort this out as soon as possible??

Jordan

Issue:IS1865069

Septor Management Ltd

Issue:IS1865069

Rodent - unknown if rat or mouse (Rodents)

Reported

Building name	Simpson House: Simpson House
Reporting address	Flat 8, 2 Somerford Grove London N16 7TX
Building Address	2 Somerford Grove London N16 7TX
External property ref	SHRE.8
Issue reporter	Resident only
Occupier no.	TE40942180
Occupier	Dr Jordan Osserman
Email	Jordan.osserman@gmail.com
Tel no.	07761751093
Tel no. (alt)	
Vulnerable occupiers	No
Raised	Mon 19 Nov, 10:16 by Occupier
Category	Pests/Vermin > Rodents
Issue title	Rodent - unknown if rat or mouse (Rodents)
Issue priority	3
Which room(s) affected?	Kitchen
When was the problem first noticed?	This morning, we saw signs of
How frequent is the problem?	Unknown
Fault detail	We saw signs a mouse was eating from fruit in the kitchen. Our neighbors confirmed that they too have a mouse problem.

Issue photos (or documents)

[There are no photos associated with this issue]

Completion documents

[There are no completion documents associated with this issue]

Comments

[There are no comments]

06/02/2021

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The tax haven billionaires with a grip on Britain from abroad [Edition 2]

Morgan-Bentley, Paul; Kenber, Billy. **The Times; London (UK)** [London (UK)]08 Mar 2019: 8.

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Abstract

None available.

Full Text

After an exodus of business owners over the past decade, almost a third of British billionaires have moved to tax havens.

Those who are also non-UK resident for tax purposes can legally avoid huge amounts of UK tax while maintaining control of British business empires and influencing politics. Yesterday The Times profiled the very wealthiest British citizens who have declared that they are "usually resident" in low-tax jurisdictions in company documents or are known to live in or be moving to them. Today it continues its rich list of the 28 tax haven billionaires. Declaring residence in company filings is not the same as officially being non-resident in the UK for tax purposes, which is not disclosed in public documents.

15 VISCOUNT PORTMAN £2.3 billion* SWITZERLAND

The Portman Estate includes 500 luxury London homes, 27 hotels and more than 3,000 acres of farmland in Buckinghamshire and Herefordshire. However, Viscount Portman, who owns the estate with his family, has left Britain and now lives in a grand listed mansion by Lake Geneva. The family's properties in Britain are managed by trustees and a management company. One of the trustees is Earl Howe, a defence minister and deputy leader of the House of Lords. The estate has a charity, The Portman Foundation, which awards grants to local causes.

Viscount Portman did not respond to requests for comment.

16 CLIVE CALDER £2 billion CAYMAN ISLANDS

A former record industry boss, Clive Calder co-founded Jive Records and enjoyed a string of hits in the late 1990s with acts including Nsync, Britney Spears and the Backstreet Boys.

In 2002 he sold the label to BMG for \$2.74 billion and now lives in the Cayman Islands. Since selling the business, he has set up a charitable foundation that works to combat child poverty and improve education and healthcare in Africa. Early last year he set up a UK registered subsidiary of the charity, the Elma Foundation. The former music mogul is also listed as the owner of Migration Solutions Ltd, a data services company in Surrey that stopped trading at the end of 2016 with shareholder losses of more than £2.2 million.

Mr Calder, 72, who was born and brought up in South Africa, has been a British citizen since the early 1980s and retains a British passport. He moved to the US in the late 1980s and remained there until 2001 before moving to the Cayman Islands, meaning that no tax was due on the profits from selling his record business.

Mr Calder said he was first recommended the Cayman Islands as a holiday destination in 1983. He said he now had few ties to the UK and had spent only 20 days there in the past six years.

17 SIR PHILIP AND LADY GREEN £2 billion MONACO

When Sir Philip Green was questioned by MPs in 2016 about the sale of BHS, he explained that his wife, Tina, lived in Monaco and owned his family's retail empire from there. He said that he initially moved with her but returned to Britain two years later. "I left here in 1998 because of a heart scare, right? And for personal reasons. Then, when I came back here in 2000, my family remained out of the country," he said. Lady Green, 69, is the sole owner of the Green retail empire, which includes the brands Topshop, Miss Selfridge and, until 2015, BHS.

Sir Philip, 66, commutes between Monaco and the UK by private jet and receives a salary from the retail group, thought to be about £1 million per year, on which he pays UK income tax.

Sir Philip has declared in company accounts that he is "usually resident" in Monaco four times since 2013 but his representatives have said that he has remained resident in the UK for tax purposes throughout this time.

In 2005, Monaco-based Lady Green took a £1.2 billion dividend from Taveta Investments, a UK company, denying the exchequer £300 million.

The following year, Sir Philip was a UK resident when he was knighted for services to the retail industry.

In 2010, when Sir Philip was appointed as an adviser to then Prime Minister David Cameron, he answered questions about his tax status, telling the BBC: "We do pay all our tax in Britain."

06/02/2021

<https://search-proquest-com.libproxy.ucl.ac.uk/news/printviewfile?accountid=14511>

Sir Philip sold BHS for £1 to a former bankrupt in 2015 before it collapsed, leaving a hole of around £571 million in its pension scheme. He later agreed to pay £363 million to settle this. Last year, Sir Philip was named in the House of Lords as the businessman who had taken out an injunction to prevent the publication of claims that he had sexually assaulted and harassed staff. He denied the allegations.

A spokeswoman for the Green family said Lady Tina did not move to Monaco for tax purposes, she had no business interests when she left Britain and her retail group was set up after she moved. She said during Lady Tina's involvement with BHS and Arcadia the companies have paid £750 million in corporation tax and the £1.2 billion dividend she took in 2005 was entirely lawful.

18 STEVE LANSDOWN £1.7 billion GUERNSEY

Asked why he moved to the Channel Islands, Steve Lansdown, left, told the BBC: "I think I've made a fair contribution to the country. I don't feel morally obliged to do any more." The billionaire, who co-founded the financial services firm Hargreaves Lansdown in 1981, said the move was prompted by the introduction of a 50 per cent top rate of tax by the Labour government in 2010. Mr Lansdown, 66, has sold shares worth £630 million in Hargreaves Lansdown since moving abroad, avoiding £151 million in UK tax as a result of his non-resident status. He has invested more than £120 million in his football club, Bristol City. He did not respond to a request for comment.

19 DAME MARY AND DOUGLAS PERKINS £1.7 billion GUERNSEY

Dame Mary Perkins and her husband, Douglas, founded Specsavers in Guernsey in 1984 after moving to the island to be closer to her elderly father. Since 2014, dividends of £100.6 million have been paid by their UK parent company Specsavers Optical Superstores Ltd to another company registered in Guernsey. Dame Mary and Mr Perkins said that the money was reinvested into the group so there was no UK tax benefit.

Dame Mary, 75, who grew up on a council estate in Bristol, met her Welsh husband, also 75, while they were training to be opticians. Despite owning Europe's largest chain of optical stores, they are notoriously frugal and have lived in the same four-bedroom house in Guernsey for almost 40 years.

Dame Mary, who was honoured in 2007, cycles to work and eats in the staff canteen. A spokeswoman said that the Specsavers businesses paid more than £280 million in tax last year. She said that Dame Mary and Mr Perkins did not recognise their wealth as being £1.7 billion, as reported by The Sunday Times Rich List. Their three children work for the family business, which is best known for its "Should've gone to Specsavers" television adverts. Each Specsavers practice is a joint venture between the company and an individual optician and there are now 1,500 of these partners.

20 JOHN CHRISTODOULOU £1.5 billion MONACO

Based in Monaco with his wife and four children, John Christodoulou owns properties across London, including two five-star hotels in Canary Wharf. Mr Christodoulou, 53, whose property company is ultimately owned in the British Virgin Islands, came to Britain from Cyprus in 1974. He has set up his own charitable foundation. A spokesman confirmed that he was non-domiciled in the UK and had been non-resident for more than a decade. "His UK-based companies do, however, pay significant amounts of corporation tax to HMRC every year," he added.

21 FARHAD MOSHIRI £1.4 billion MONACO

The owner of Everton football club, Farhad Moshiri, became a British citizen after he and his family fled the revolution in Iran in 1979. He studied at University College London before working in the City, making his fortune from investments then moving to Monte Carlo in about 2013. Mr Moshiri's 68.6 per cent stake in Everton is held through Blue Heaven Holdings in the Isle of Man. He is also part-owner of USM Holdings, which was founded by the Uzbek-Russian tycoon Alisher Usmanov and is known for metal and mining investments. He declined to comment.

22 LORD ASHCROFT £1.2 billion BELIZE

The tax status of Lord Ashcroft, 73, a retired Conservative peer and major party donor, has long been a subject of controversy. When he was admitted to the House of Lords he pledged to become a long-term UK resident, which the Conservatives said would "cost him and benefit the Treasury tens of millions of pounds a year in tax". However, further criticism followed when it emerged that he had not given up his non-domicile status as many had expected, meaning he only had to pay tax on UK income.

According to leaked documents known as the Paradise Papers, in 2000 he set up an offshore trust, the Punta Gorda Trust, just after he became a British peer, allowing him to shelter his overseas wealth. The trust reportedly had assets of £341 million in 2006.

When a rule change in 2010 meant that he temporarily lost his non-dom status, the trust appeared to stop paying him income, according to an investigation by the BBC.

Responding to the reports, a spokesman has previously said that Lord Ashcroft had never engaged in tax evasion, abusive tax avoidance or tax avoidance using artificial structures.

In 2015 he retired from the Lords and returned to Belize. He has deep roots there since childhood and has significant business interests in the country. However, despite living abroad he has continued to play a significant role in British politics.

He co-authored an unauthorised biography of David Cameron and donated £500,000 to the Conservatives during the 2017 election campaign. Overall, he and one of his UK companies, Bearwood Corporate Services, have given more than £6 million to the Tories since 2001. Bearwood was the subject of an 18-month investigation by the Electoral Commission, which cleared it of allegations that it was not carrying on business in the UK, which would have made it ineligible to donate. The pro-Brexit peer was the founder of Crimestoppers and is chancellor of Anglia Ruskin University. His collection of more than 200 Victoria Crosses is held at the Imperial War Museum's gallery bearing his name. Lord Ashcroft was not available to comment.

23 SIMON NIXON £1.2 BILLION JERSEY

Two months after moving to Jersey in 2013, Simon Nixon, the co-founder of Moneysupermarket.com, announced that he was selling almost a fifth of the online giant.

The Brexiteer, who owns a £39 million London apartment and commutes by private jet for meetings, has since sold his entire stake for more than £600 million, denying the exchequer £168 million.

Mr Nixon, 51, changed his residency to Jersey in a filing to Companies House on April 5, 2013 — the day before the new tax year. It was also the day before the introduction of the Statutory Residence Test, which allows financial advisers to work out how many ties to Britain clients can maintain while moving abroad for tax purposes without fear that HMRC will challenge their status. He now runs Simonescapes.com, a travel business that lets luxury holiday homes in the Cotswolds, Cornwall and Cumbria.

In 2016 he told The Sunday Times: "I have homes in LA, Mallorca and London, but I'm in Jersey for at least three months of the year, and as a resident I pay 20 per cent tax on the first £625,000 of my global income, 1 per cent thereafter. But I still pay corporation tax in the UK as my holiday property company is based there." On Brexit, he said: "I wasn't eligible to vote in the EU referendum, but if I had been, I'd have voted to leave because as an entrepreneur you need to be in control of your destiny."

Yesterday he declined to comment.

06/02/2021

<https://search-proquest-com.libproxy.ucl.ac.uk/news/printviewfile?accountid=14511>

24 TONY MURRAY £1.1 billion SWITZERLAND

Born in Paris, Tony Murray, 99, served in the RAF during the Second World War after moving to Britain from occupied France. He and his family own the Andrews Sykes Group, a heating and air-conditioning hire company, as well as a portfolio of hotels and a West Yorkshire-based fire protection company. The corporate structure behind the Andrew Sykes Group includes a Panama-based corporation and two offshore trusts, while the fire protection company is controlled via a Luxembourg company. Mr Murray, who lives in Switzerland, did not respond to a request for comment.

25 PHILIP DAY £1.2 billion SWITZERLAND

He has been dubbed the "new king of the high street" after acquiring more than a dozen retail brands including Edinburgh Woollen Mill, Jane Norman, Austin Reed and Peacocks. In April 2016, Mr Day, 53, and his wife, Debra, 51, moved to Dubai, where there is no income tax. This year they moved to Switzerland. A spokesman said that Mr Day lived in Dubai to oversee his company's access to overseas markets but he and his wife now planned a "calmer life" in Switzerland "as they are both keen walkers and mountain bike enthusiasts". Mr Day, who was brought up on a council estate near Manchester, owns Edmond Castle in Cumbria, where he has 4,300 acres of farmland, and a boutique hotel in south Wales. A spokesman said that the group had paid £54 million in corporation tax over the past three years. "[Mr and Mrs Day] pay all taxes due under the UK Switzerland Double Taxation Convention, and these rates are often higher than those in the UK."

26 JIM MCCOLL £1 billion MONACO

One of Scotland's richest men, Jim McColl sold the pumps business where he once worked as a 16-year-old apprentice for £750 million in 2010. He had bought the company four years earlier and, because he lives in Monaco, could have enjoyed significant UK tax savings on his share of the windfall. He is believed to have celebrated by buying a £135,000 Bentley Continental to add to his large collection of sports cars.

The Scottish businessman, who runs an industrial investment group, lives in a Monaco apartment but also has a family home in Glasgow. He has previously commented on his decision to live in the principality, stating: "I would say this to most of the people who criticise: I probably contribute more to the economic benefit of the UK and Scotland in a year than they do in a lifetime."

Mr McColl, 67, is on the Scottish government's Council of Economic Advisers and was a prominent advocate of Scottish independence during the 2014 referendum. He did not respond to a request for comment.

27 TREVOR HEMMINGS £1 billion ISLE OF MAN

From his home on the Isle of Man, Trevor Hemmings, an 83-year-old leisure tycoon, owns a British pub group, 8 million square feet of industrial, trade and business parks and Preston North End football club.

He also has about 160 racehorses and has had three Grand National winners: Hedgehunter in 2005, Ballabriggs in 2011 and Many Clouds in 2015. Mr Hemmings grew up in Lancashire, and initially worked as a bricklayer's apprentice. He later set up his own construction business.

He has lived in the Isle of Man for at least a decade and appears previously to have been based in Jersey. His British businesses are now owned through parent companies in the Isle of Man.

Mr Hemmings has three sons, who all work for him. UK companies controlled by him donated £200,000 to the Tory party in 2008. A spokesman for Mr Hemmings said he had lived outside the UK for nearly 30 years for personal reasons and that this was "long before current tax regimes came into place".

They said that his companies paid UK taxes in full.

28 JIM MELLON £1 billion ISLE OF MAN

The Oxford-educated former Hong Kong hedge fund manager made a fortune investing in Russia in the 1990s. As a resident of the Isle of Man, Jim Mellon could not vote in the EU referendum but donated a sum in the "large five figures" to Arron Banks's Leave.EU campaign.

Mr Mellon, 62, was able to make the donation to Leave.EU, then known as TheKnow.EU, despite not being an eligible voter because it came before February 1, 2016. After this date, electoral regulations meant that only individuals on the British electoral roll could donate.

IC Technology UK, a UK company of which Mr Mellon is the beneficial owner, gave £10,000 to the official Vote Leave campaign. The same company donated £30,000 to Ukip in 2014 and £70,000 to the Tory party between July 2009 and May 2010.

Mr Mellon has said that his bets on the pound meant he "had a good day" on the day after the Brexit vote.

Denham Eke, manager director of Mr Mellon's asset management group Burnbrae, has previously said that Mr Mellon had a "valid and appropriate reason for taking a close interest in the future of the UK, not least as a longstanding and successful local and international entrepreneur and financial commentator".

Mr Mellon declined to comment but it is understood that he denies moving for tax reasons.

tomorrow The billionaire land barons who are living offshore Plus Interactive guide to tax haven elite thetimes.co.uk

Farhad Moshiri Wealth £1.4bn

Dame Mary Perkins Wealth (shared with her husband) £1.7bn

John Christodoulou Wealth £1.5bn

Lord Ashcroft Wealth £1.28bn

Sir Philip and Lady Green Wealth £2bn

CREDIT: Paul Morgan-Bentley Head of Investigations Billy Kenber Investigations Reporter

CAPTION: Hayton Hall in Cumbria is one of a string of UK properties owned by Philip Day; The trappings of success include property in London and abroad, football clubs and fleets of luxury cars. Some, like Lord Ashcroft, have a private jet on call, below; * wealth according to the 2018 Sunday Times rich list

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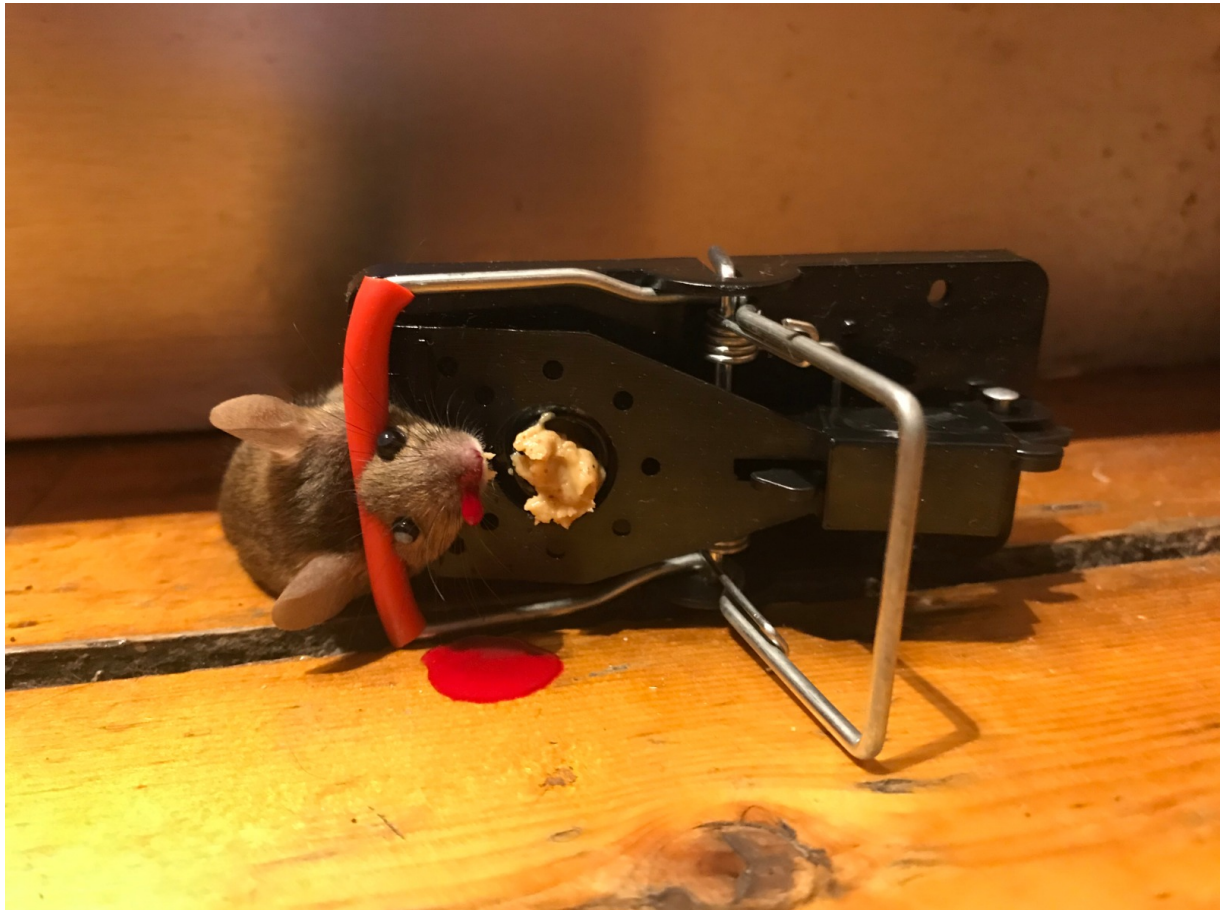
<https://search-proquest-com.libproxy.ucl.ac.uk/news/printviewfile?accountid=14511>

Subject	Nonresidents; Sex crimes; Tax havens; Charitable foundations
Location	Monaco; Isle of Man; Cayman Islands; United Kingdom--UK
Company / organization	Name: Hargreaves Lansdown NAICS: 523120
Title	The tax haven billionaires with a grip on Britain from abroad [Edition 2]
Author	Morgan-Bentley, Paul; Kenber, Billy
Publication title	The Times; London (UK)
First page	8
Publication year	2019
Publication date	Mar 8, 2019
Section	News
Publisher	News International Trading Limited.
Place of publication	London (UK)
Country of publication	United Kingdom, London (UK)
Publication subject	General Interest Periodicals--Great Britain
ISSN	01400460
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Language of publication	English
Document type	News
ProQuest document ID	2188878211
Document URL	https://search-proquest-com.libproxy.ucl.ac.uk/newspapers/tax-haven-billionaires-with-grip-on-britain/docview/2188878211/se-2?accountid=14511
Copyright	Copyright News International Trading Limited. Mar 8, 2019
Last updated	2019-03-08
Database	International Newsstream

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8 April 2019

Photo taken by Daniel Mapp of mouse in trap at Flat 8, Simpson House. The photograph was taken in the kitchen area with the kickboard visible in the background.



Gmail - URGENT: Front door



Jordan Osserman <jordan.osserman@gmail.com>

URGENT: Front door

1 message

Jordan Osserman <jordan.osserman@gmail.com>

Wed, May 1, 2019 at 8:06 PM

To: Dimitra Chatzimanoli <dc@septormangement.com>

Hi Dimitra

The front door to simpson house has been broken for a long time now. We have had drug users entering the building in the middle of the night and several of our neighbours have reported mail being stolen. The door is cracked and does not shut properly, allowing anyone to enter without a key fob.

Can you please respond and ensure this is fixed ASAP?

Thank you
Jordan

Gmail - SECURITY AT SIMPSON HOUSE



Jordan Osserman <jordan.osserman@gmail.com>

SECURITY AT SIMPSON HOUSE

7 messages

Administrator <administrator@septormmanagement.com>
To: Vanessa Jenkins <vj@septormmanagement.com>

Thu, May 2, 2019 at 12:00 PM

Dear Tenants

MAIN FRONT DOOR – SIMPSON HOUSE.

-

We would like to advise all tenants that, after several attempts to repair the front door together with the door also being vandalised, a new front door has now been ordered and will be delivered and fitted as soon as this is to hand. We are also

being delayed by the emergency services due to the incident in the area which occurred last night, which we have been advised could be for a number of days.

During this time, Security is being tightened.

We would ask you all to be vigilant during this time, and not to hesitate to call security should you have a security issue.

Kind regards,

Sandra Peters

Maintenance department

Tel: 0207 1833700



Please report all maintenance through our new online system at <https://septor.fixflo.com>

Jordan Osserman <jordan.osserman@gmail.com>
To: Administrator <administrator@septormanagement.com>
Cc: Vanessa Jenkins <vj@septormanagement.com>

Mon, May 20, 2019 at 7:56 AM

Hello

We are still waiting for the door to be replaced, 18 days after receiving this message. Somebody has screwed on a wooden plank as a "fix" but this doesn't work. There continue to be drug users entering our flat and taking drugs in the hallways at all hours. This is completely unacceptable, especially after the stabbing that just took place immediately outside the entrance. The tenants tenants feel that the message you sent us below regarding a new door being ordered is a lie. We are in communication as tenants and feel fed up with the level of neglect, deceit and laziness we are receiving regarding maintenance and basic security.

Pictures of the "new door" attached.

Gmail - SECURITY AT SIMPSON HOUSE



[Quoted text hidden]

Jordan Osserman <jordan.osserman@gmail.com>
To: Administrator <administrator@septormanagement.com>

Wed, Jun 5, 2019 at 3:33 PM

Hello

The door that has been installed still does not shut properly. The magnetic device above the door which does work properly has not been replaced. It is not possible to shut the door from inside the building as there is no handle on the inside. We continue to have security problems in the building including drug users in the stairwell.

In addition, several tenants have had their mail stolen. One has had a debit card stolen in the mail and used fraudulently. The mailboxes are very easy to steal mail from as they have gaps large enough to stick your hand in. Combined with the broken door this is an open invitation to theft.

We would like to request both that the door is fixed and that the mailboxes are replaced with suitably secure alternatives. The mailboxes for the residents in 6 Somerford Grove are much more secure.



Simpson House & Courthouse

Foivos London, Jordan, [REDACTED]

Hi guys does anyone park in the car park at the back of the building or have an idea of how much it costs? I'm currently parking elsewhere and it's pretty expensive so trying to figure out if there are any cheaper options. Cheers

16:21

12/06/2019

R [REDACTED]

Anything that looks like a letter from the bank is just getting torn open now

09:39

+44 [REDACTED]

The police is investigating the letters being stolen and they asked the landlord for security camera footage

11:14

+44 [REDACTED]

Thanks [REDACTED]. If they provide a crime reference number please pass over

11:19

+44 [REDACTED]

They also have all the data of where the thieves used my stolen card - in person. Shouldn't take the KGB to catch these fools

11:24

+44 [REDACTED]

+44 7900 392777 ~RG

Thanks [REDACTED] If they provide a crime reference number please pass over

Same for me please. Stole some of my stuff too.

11:43

+44 [REDACTED]

You guys also need to report it to the police, so they investigate the building. Takes 10 minutes at Stoke Newington Police Station

11:50



Simpson House & Courthous

Foivos London, Jordan, [REDACTED]

[REDACTED] joined via an invite link

19/06/2019

+44 [REDACTED]



08:34

+44 [REDACTED]



Broken again 😞

08:34



Contact tel +44(0)207 930 4450
www.starlingbank.com

DR J Osserman
Flat 8
2 Somerford Grove
LONDON
London
N16 7TX

Account Name: Jordan Osserman & Marc Sutton
IBAN: GB21SRLG60837189945703
BIC: SRLGGB2L
Sort code: 60-83-71
Account Number: 89945703

18/09/2018 - 13/09/2019 Statement

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

18/09/2018 - 13/09/2019

[illegible]

Starling Bank is registered in England and Wales as Starling Bank Limited (No. 09092149), 3rd Floor, 2 Finsbury Avenue, London, EC2M 2PP. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 730166.

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Starling Bank Limited is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service.

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk



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18/09/2018 - 13/09/2019 Statement

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18/09/2018 - 13/09/2019

DATE	TYPE	TRANSACTION	IN	OUT	END OF DAY ACCOUNT BALANCE
01/08/2019	FASTER PAYMENT	Simpson House Landlord (SHRE8/JODMFD)		£2407.66	
				£66.07	
				£200.00	
10/09/2019	FASTER PAYMENT	Simpson House Landlord (SHRE8/JODMFD)		£2407.66	
				£96.50	

Interest will be payable to you each day your Account is in credit. We charge interest each day you are overdrawn. We calculate interest on your end of day account balance. For further information about our interest rates, refer to www.starlingbank.com/legal	Date range applicable: 18/09/2018 - 13/09/2019			
	Interest rate paid on Account Balance	%AER Variable	Interest rate charged on Account Balance	%APR Variable
	£0.00 - £2000	0.50%	Less than £0	15.00%
	£2000.01 - £85000	0.25%		

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For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk

ASSURED SHORTHOLD TENANCY RENEWAL AGREEMENT

(This document should not be used to create a tenancy where the initial fixed term is for more than three years; you should consult a Solicitor, as such an agreement must be created by Deed)

Supplemental to original agreement Dated: 14 September 2018

Property: Flat 8 Simpson House, 2 Somerford Grove, London, N16 7TX

Tenant(s): Jordan H Osserman, Daniel Mapp, Dr Foivos Dousos

Guarantor(s): N/A

Landlord: Simpson House 3 Limited

Landlord’s Agent: Tower Quay Limited of 40 Westferry Circus, London, E14 8RT

IMPORTANT

This AST sets out the promises made by the Tenant to the Landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains legal terms or references.

Once signed and dated this agreement will be legally binding and is enforceable in a court of law in England and Wales. Any terms or conditions which are agreed outside this AST must be agreed in writing.

NB: YOU SHALL NOT BE ENTITLED (UNLESS YOU ARE THE HOLDER OF A DISABLED PERSONS BADGE) TO BE GRANTED A RESIDENTS PARKING PERMIT TO PARK A VEHICLE IN A RESIDENTS PARKING BAY AND WILL NOT BE ABLE TO BUY A CONTRACT TO PARK WITHIN ANY CAR PARK OWNED, CONTROLLED OR LICENSED BY YOUR LOCAL AUTHORITY

If any party does not understand any part of this agreement, we strongly recommend that you seek independent legal advice before signing.

Definitions

The intention of providing this list of definition is to help explain or clarify the terms of expression that may be found within this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court or tribunal in England and Wales can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

The Premises	The premises include all or any parts of the dwelling, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use (in common with others), of communal access ways and other similar facilities.
Binding Date	A tenancy agreement is not, technically, a legally binding contract until it has been “executed” by being Dated, after both parties (and their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
Landlord	A person or persons who at any relevant time own, or have a format interest in, the premises that gives them the right to possession of the premises.
Tenant	A person or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
Guarantor	A person or persons, who agree to meet all of ‘The Tenant’s’ financial obligations detailed in this Assured Shorthold Tenancy should ‘The Tenant’ fail to do so.
Joint and several Liability	The expression joint and several liability means that jointly ‘The Tenant’s’ and Guarantors are liable for the payments of all rents and all liabilities falling upon ‘The Tenant’s’ during the tenancy as well as any breach of the agreement. Individually each tenant is responsible for payment of all rents and all liabilities falling upon ‘The Tenant’ as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
Superior Landlord	People or persons to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.

Head or Superior Lease	Means a lease (if any) under which 'The Landlord' itself holds or owns the premises and which contains the obligations of which 'The Landlord', or its tenants in turn, may be bound
Fixtures & Fittings	References to fixtures and fittings include but are not limited to any of 'The Landlord's' furniture, furnishings, sanitary ware, decorative fittings features, white goods, other equipment and any floor, ceiling or wall coverings.
The term of the Tenancy	References to the term of the tenancy, include any extension or continuation, or any statutory periodic tenancy following the end of the fixed term.
Deposit	Means any sum collected from 'The Tenant' at the start or during the tenancy, as prescribed in the tenancy agreement and held on behalf of 'The Tenant' as security against: performance of obligations under the tenancy agreement; any damage to the property, non-payment of rent during the tenancy period, or any outstanding fees.
Stakeholder	Means an individual or company, e.g. a letting agent or a solicitor, who holds the deposit as a quasi-trustee on behalf of both parties. Whenever possible the agreement of both parties should be obtained (in writing) as to how the deposit is to be disbursed. Under the rules of the Tenancy Deposit Scheme, if there is a dispute the stakeholder cannot release the deposit (or the disputed part of it) and must submit to the ICE for disbursement following his adjudication.
Water charges	This includes charges, rates or costs relating to water, sewerage and environmental services.
Utilities	This includes charges, rates or costs relating to telephone, gas, electricity and Council tax.
Masculine & Feminine and Singular and Plural	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Agent	Any letting or managing agent, or any other duly authorised person, notified to 'The Tenant', who is acting from time to time on behalf of 'The Landlord'.
Month/Monthly	Means a calendar month.
Member	Is the status of Landlord in connection to the Tenancy Deposit Scheme.

ICE	This is the Independent Case Examiner in connection with the Tenancy Deposit Scheme.
Inventory	This refers to any document prepared by 'The Landlord', or an inventory clerk and provided to 'The Tenant' detailing 'The Landlord's fixtures, fittings, furnishings, equipment etc., the décor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, in descriptions or other amendments should be notified to 'The Landlord' as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

TOWERQUAY LIMITED

Summary of Core Terms

THIS AGREEMENT is made on the date specified below BETWEEN 'The Landlord' and 'The Tenant'. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts.

- (a) **This Agreement Dated:** **14/08/2019**
- (b) **Landlord(s):** **Simpson House 3 Limited**
- (c) **Landlord's Contact Address:** **6th Floor Charles House
108 - 110 Finchley Road
London
NW3 5JJ**

Note: Under s 48, Landlord and Tenant Act 1987, notices can be served on 'The Landlord' at the above address.

- (d) **Tenant (s)** **Jordan H Osseman, Daniel Mapp, Dr Foivos Dousos**
- (e) **Guarantor** **N/A**
- (f) **Premises to be let** **Flat 8 Simpson House
2 Somerford Grove
London
N16 7X**
- (g) **Contents** **The fixtures and fittings at the Premises together with any furniture, carpets, curtains and other effects listed in the Inventory signed and dated 20/09/2018**
- (h) **Term** **For a minimum term of **twelve (12) months** followed by statutory periodic until renewed**
- (i) **Commencing on** **18 September 2019**

- (j) **Rent**
of **£2,361.66** per month payable in advance by the **1st**
every month of the 'Term'. and a Further sum of **£46.00** per month or such further sum as is appropriate in respect of the cost of the water supply to the Property - both amounts payable in advance
- (k) **Payment**
in advance by standing order in equal payments on The **1st** of each month
- (l) **Notice**
After 11 months from the commence date 'The Tenant' must give 'The Landlord' 1 months' notice in writing. 'The Landlord' must give 'The Tenant' 2 months' notice and may be done so after 10 Month's from the commencement date.
- (m) **Deposit (HELD)**
A deposit of **£2,725.00** is payable on signing this agreement. The deposit is protected by the Deposit Protection Scheme.

Details of the Deposit Scheme are available on the Deposit Scheme's website – www.mydeposits.co.uk or contact them by telephone 0333 321 9401

Tenant's Obligations

Note: These are the things that 'The Tenant' agrees to do or not to do. It is important for 'The Tenant' to understand what they must or must not do. If 'The Tenant' breaks, or does not comply with any of these obligations, 'The Landlord' may be entitled to claim damages or compensation from 'The Tenant', or to seek other legal remedies against 'The Tenant', including the possibility of eviction.

'The Tenant'(s) hereby agree(s):

1. Rent Fees & Charges

- 1.1 to pay the said rent specified by standing order whether formally demanded or not, as detailed in the particulars. Payments by other persons on behalf of 'The Tenant' will be considered as if payments from 'The Tenant's. The total rent is to be paid by a single monthly transaction. The Tenant will pay rent in advance on or before the rent due date without any deduction to the following account:

Bank: Santander
Sort Code: 09-02-22
Account No: 10190115
Account Name: Simpson House 3 Ltd
Reference: SHRE8 / (Your Initials)

- 1.2 If the Tenant fails to pay, within 14 days of the due date, any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement, the Tenant will, on demand, pay to the Landlord interest on that amount at the rate of five per cent per year above the base rate of a London clearing bank chosen by the Landlord, calculated from the due date until actual payment.
- 1.3 to reimburse 'The Landlord' the costs for replacing locks if all the original keys are not returned at the end of this agreement (however it ends).
- 1.4 to pay a fee of £50 each for replacing security devices/entry cards/fobs which have been lost, stolen or not returned at the end of the Tenancy Agreement (however it ends).
- 1.5 that in the case of a breach of the terms of the tenancy by 'The Tenant', a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate 'The Landlord' for reasonable expenses incurred.

2. General Liabilities, Services and Utilities

- 2.1 as joint and several tenants to be responsible and liable for all obligations under this agreement.
- 2.2 to occupy the premises as 'The Tenant's only or principal home.
- 2.3 to be held for the fair net costs involved in carrying out repair and maintenance to the premises or its fixtures or fittings where such action is required as a result of negligence, or significant breach of this agreement, or mis-use, by 'The Tenant' or their invited guests or visitors.
- 2.4 to be responsible for payment of Council Tax (or any other similar charge replacing Council Tax) during the tenancy in respect of the premises or, if 'The Landlord' pays it, to reimburse 'The Landlord.
- 2.5 to be responsible for the payment of all associated charges in respect of the use and supply at the premises during the tenancy of any telephone service, Television Service (if any), internet service (if any), electricity, gas and any other relevant fuels, water and environmental services etc.
- 2.6 to notify, at commencement of the tenancy, the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of 'The Tenant's liability for their charges and to have all such accounts transferred into 'The Tenant's name for the duration of the tenancy.
- 2.7 that where 'The Tenant' allows, either by default of payment, or by specific instruction, the utility or other services to be cut off, either during, or at the end of the tenancy, to pay, the costs associated with reconnecting or resuming those services.
- 2.8 not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the premises.
- 2.9 not to have or allow a key meter to be installed, or any other meter which is operated by the insertion of coins, or pre-paid card, or key, without prior consent of 'The Landlord' which will not be unreasonably withheld (***in order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted.***). 'The Landlord' reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.10 not to change supplier of the domestic utilities or services referred to in the above clauses without the prior consent of 'The Landlord'. Such consent will not be unreasonably withheld. Where such consent is given, 'The Tenant' undertakes to promptly provide 'The Landlord' with full details of the new supplier and account numbers etc. (***in order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted.***). 'The Landlord' reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.11 not to introduce into the premises any portable heaters fired by liquid or bottled gas fuels without 'The Landlord's prior written consent.
- 2.12 that where 'The Tenant' is notified prior to commencement of the tenancy, in writing or by the provision of copy documents of any agreements or restrictions in any superior or head lease affecting the premises which may bind 'The Landlord' (and his tenant) in the use or occupation of the premises, not to break such agreements or restrictions.
- 2.13 not to use the premises, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.
- 2.14 not to keep any animals, reptiles or birds (other living creatures that may cause damage to the premises without 'The Landlord's written consent. Such consent, if granted to be revocable on reasonable grounds by 'The Landlord'.
- 2.15 that if an infestation occurs from the keeping of any pets, 'The Tenant' agrees to cover the reasonable costs of rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation, etc. that may be required.
- 2.16 that for the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the premises.
- 2.17 to use the premises only as a single private residence for the occupation of 'The Tenant' and not to carry on any formal or registered trade, business or profession here.
- 2.18 not to sublet, take in lodgers or paying guests without 'The Landlord's prior consent. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).*** 'The Landlord' reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.19 not assign the tenancy of the premises or any part of it without 'The Landlord's prior consent, this will not be unreasonably withheld. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that the tenant obtain confirmation in writing of any such consent granted).*** 'The Tenant' will be liable for the reasonable fees and expenses incurred by 'The Landlord' in arranging and assignment granted.
- 2.20 to send to 'The Landlord's Agent any formal or legal notice or orders or other similar documents delivered to the premises by a third party which relate to, or might significantly affect, the premises, its boundaries or adjacent properties as quickly as possible.
- 2.21 to pay, or be liable to pay, the reasonable net costs incurred by 'The Landlord', or professional advisers, in successfully enforcing or remedying a notable breach of, or significant failure to comply with, the obligations of 'The Tenant' under this agreement.

- 2.22 to be liable at any time to reimburse 'The Landlord' any sums which 'The Landlord' is required to repay the local authority in respect of Housing Benefit which has been paid direct to 'The Landlord' on behalf of 'The Tenant', and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of 'The Tenant'.
- 2.23 to approve the Inventory/Schedule of condition and advise 'The Landlord' in writing at least 7 days from the initial tenancy commencement date of any discrepancies that may arise from the written Inventory/Schedule of condition is deemed to have been accepted as true and accurate record of the condition of the premises and contents.
- 2.24 not to introduce any water-bed into the premises without 'The Landlord's prior written consent.
- 2.25 in the event that 'The Tenant' shall unlawfully repudiate or attempt to unilaterally terminate this agreement prior to the expiry of the term then without prejudice to all claims by 'The Landlord' against 'The Tenant' at common law or otherwise to pay to 'The Landlord' the full cost of re-letting the premises including advertising costs, agent fees disbursements and VAT and all loss of rent or other monies incurred by 'The Landlord' as a result of same.

Insurance

- 2.26 to insure each individual tenants' own contents with a suitable insurance policy designed for rental Properties and to have accidental cover for landlord's fixtures and fittings and provide a copy of the policy before the commencement of the tenancy. In the event of a claim should 'The Tenant' be found at fault without adequate cover for 'The Landlord's fixtures and fittings 'The Tenant' agrees to compensate 'The Landlord' for its loss.
- 2.27 that in the event of loss or damage by fire, theft, attempted theft, impact or other causes to 'The Landlord's premises or its contents, to promptly inform the authorities as appropriate and 'The Landlord' as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for 'The Landlord' to assess whether to make a claim on any relevant insurance policy.
- 2.28 not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, that leads to devastation, harm or ruin of the premises or its contents.
- 2.29 to reimburse 'The Landlord' for any excess sum, payable under 'The Landlord's insurance policy for each and any claim on 'The Landlord's policy resulting from any action or inaction on the part of 'The Tenant', his invited visitors or guests in breach of this agreement. ***(For the avoidance of doubt, 'The Tenant's belongings, furnishings or equipment within the premises are theirs and are not covered by any insurance policy maintained by 'The Landlord')***

Locks and Security

- 2.30 that before leaving the premises empty or unoccupied for any continuous period in excess of 14 days, to notify 'The Landlord' in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the premises and its contents whilst being left empty or unoccupied.
- 2.31 not to change any burglar alarm codes (if any) without prior consent of 'The Landlord'. Such consent will not be unreasonably withheld. Where such consent is given, to promptly provide 'The Landlord' with the relevant new code. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).***
- 2.32 not to change, alter, add to or otherwise damage any locks or bolts on the premises (except in the case of an emergency without the prior consent of 'The Landlord'. Such consent will not be unreasonably withheld. ***(In order to avoid misunderstandings or disputes later, it is strongly Recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).*** Where any new additional locks or bolts are fitted to the premises, to promptly provide 'The Landlord' with up to 3 sets of keys and the cost to be met by 'The Tenant'.
- 2.33 that if any lock or bolt is installed or changed on or in the premises without the prior consent of 'The Landlord', to remove them if so required by 'The Landlord' and be responsible for the fair costs of making good any resultant damage to the premises or spoilage of decoration.
- 2.34 to take adequate precautions to keep the premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the premises are empty.
- 2.35 during the tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of 'The Tenant's, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

The Premises, Fixtures and Fittings

These clauses should not be taken as an exhaustive list

- 2.36 to take reasonable and proper care in the use of the premises, its fixtures and fittings and not to deliberately damage or alter the premises, its décor, fixtures and fittings either internally or externally.
- 2.37 to clean or have cleaned all reasonably accessible windows of the premises as necessary during the tenancy, and at the expiration of the tenancy.

- 2.38 to replace all broken glass in doors and windows damaged during the tenancy, where the damage has been by 'The Tenant', a member of 'The Tenant's family or their guests. These repairs will need to be carried out to the required specification needed and costs to be borne by 'The Tenant'.
- 2.39 to take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cable when connecting appliances to the mains electric system.
- 2.40 to visually inspect all electrical appliances and sockets and contact 'The Landlord' should any repair become necessary.
- 2.41 to take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes, fuses are in place and in working order at the end of the tenancy.
- 2.42 to be responsible for testing at regular intervals any battery-operated smoke alarms fitted in the premises and replace any battery in an alarm, which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform 'The Landlord'.
- 2.43 to be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipes which serve such fixtures if they become blocked with 'The Tenant's waste, or as a result of the actions or inactions of 'The Tenant' (or his invited visitors or guests) in breach of obligations under this agreement.
- 2.44 not to alter the appearance, decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of 'The Landlord'. Such consent will not be unreasonably withheld. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).***
- 2.45 to take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the premises.
- 2.46 to notify 'The Landlord' as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the premises itself. 'The Tenant' must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage. Any disrepair, damage or defect worsened by 'The Tenant's failure to notify 'The Landlord' promptly may result in 'The Tenant' being charged.
- 2.47 not to keep on or bring into the premises any flammable or other material or equipment which might reasonably be considered to be a fire hazard, or otherwise dangerous to the premises or the health of its occupants or of the neighbours.

- 2.48 to take reasonable and prudent steps to adequately heat and ventilate the premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop build-up of mould growth or damage to the premises, its fixtures and fittings.
- 2.49 to take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February to prevent damage by frost or freezing occurring to the premises, its fixtures or fittings.
- 2.50 not to place or fix any aerial, satellite dish, or notice or advertisement or board onto the premises (either externally or internally) without first obtaining the prior consent of 'The Landlord'. Such consent will not be unreasonably withheld. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).*** Where granted, 'The Tenant' will meet all costs of installation and subsequent removal and the reasonable costs of making good of any resultant damage or redecoration if so required by 'The Landlord'. 'The Landlord' reserves the right to withdraw for reasonable grounds and upon reasonable notice, any such consent previously given.
- 2.51 to maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) in the premises. 'The Landlord' shall not accept any responsibility for unsatisfactory radio or television reception.
- 2.52 not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.
- 2.53 not to remove from the premises any of 'The Landlord's' fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of 'The Landlord'. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).*** Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.
- 2.54 not to fix or hang, any posters, pictures, photographs or ornaments to the walls or ceilings or woodwork with nails, glue, sticky tape, blu tack or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy or be liable for the fair costs of making good, any unreasonable damage or marks or holes caused by such fixings or their removal.
- 2.55 not to store or keep on the premises or any communal car park any boat, caravan or commercial vehicle without the prior consent of 'The Landlord'. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted).*** Such consent will not be unreasonably withheld.

'The Landlord' reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.56 not to repair cars, motorcycles, vans or other commercial vehicles at the premises apart from general maintenance, from time to time, to a vehicle of which 'The Tenant' is the registered keeper.
- 2.57 to keep the interior of the premises and contents in a good and clean condition and complete repair (reasonable wear and tear expected) throughout the term of the tenancy.
- 2.58 where 'The Tenant' clearly breaks or fails to comply with any of the obligations relating to looking after or the use and occupation of the premises set out under this agreement, 'The Tenant' agrees to carry out (at their own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative timescale agreed with 'The Landlord', or earlier if urgency requires it, of being asked in writing to do so by 'The Landlord'. After that time 'The Landlord' may notify 'The Tenant' that 'The Landlord' is arranging for the work to be done and in such circumstances 'The Tenant' agrees to be responsible and liable for the fair costs involved in those arrangements and for carrying out of such works.
- 2.59 not to deposit or allow to accumulate any rubbish in the premises.
- 2.60 to place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority. Such receptacle to be kept only in place on the premises approved by 'The Landlord'.
- 2.61 not to obstruct the common passageways and staircases in the hallway of the building (where applicable) nor to place nor keep anything therein without the prior consent of 'The Landlord'.
- 2.62 not to smoke or permit to any smoking at the premises whatsoever including all balconies, terraces, gardens, patio and communal areas without written consent from 'The Landlord'. If in breach of this clause, 'The Tenant' will be responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc.
- 2.63 not to leave the entrance doors of the main building open.
- 2.64 not to misuse any passenger lifts or use the passenger lifts for carrying heavy goods.
- 2.65 not to allow any children of, or in control of 'The Tenant' to play in any of the common areas of the building.
- 2.66 not to hold any parties or other such occasions at the premises without 'The Landlord's prior written consent. ***(In order to avoid misunderstandings or disputes later, it is strongly recommended that 'The Tenant' obtain confirmation in writing of any such consent granted.)*** Such consent will not be unreasonably withheld. 'The Landlord' reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

- 2.67 not to have any barbeques or similar activity in any part (internal or external) of the premises or in any of the common areas of the building.

Access and Inspection

(Co-operating with 'The Landlord')

- 2.68 that during the last two months of the tenancy, upon a minimum of 24 hours prior written notification, to permit the premises to be viewed during working hours and or at other reasonable times including at week-ends by prospective tenants or purchasers who are authorised to do so by 'The Landlord' or it's appointed Agent. Except where mutually agreed otherwise with 'The Tenant', 'The Landlord' or its authorised Agent or representative will accompany these viewing appointments.
- 2.69 that during the last two months of the tenancy to permit, at the discretion of 'The Landlord', For Sale or To Let board to be displayed on the premises.
- 2.70 in order to comply with the requirements of the Party Walls Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to 'The Landlord's premises in order to carry out any work required to the premises or their neighbouring property.
- 2.71 to permit 'The Landlord' or authorised workman, from time to time upon a minimum of 24 hours prior written notification (except in case of emergency), to enter the premises during working hours and or at other reasonable times including at week-ends, to inspect the premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 2.72 that they will be liable for any reasonable charge or other cost incurred as a result of missed appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the premises.

At the End of The Tenancy

Procedure to follow when a vacations letter (setting out what the tenant is required to do before the move out date and also prior to the Deposit being returned) is sent to 'The Tenant'.

- 2.73 to return the premises and contents at the expiration or sooner determination of the tenancy in the same clean state and condition as they shall be in at the commencement of the tenancy.
- 2.74 to pay for any professional cleaning services that may be required to re-instate the Premises to the same order that it was provided at the commencement of the tenancy including the washing or dry-cleaning of all curtains and blinds and the professional steam cleaning of all carpets.

- 2.75 to remove all refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of 'The Tenant'.
- 2.76 to return the keys of the premises to the Agent or the Landlord's representative on the agreed termination date, or the end of the tenancy (whichever is sooner). 'The Tenant' also agrees to pay any reasonable charges incurred in securing the premises against re-entry where keys are not returned.
- 2.77 having replaced 'The Landlord's items in the same areas of the premises (as far as practicable) as at commencement of the tenancy, to co-operate in the checking of any Inventory and or Schedule of Condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and or Schedule of Condition.
- 2.78 to replace all blown light bulbs throughout the premises including those located in the cooker extractor hood (should one be provided).
- 2.79 at the end of the tenancy, should there be any work required at the premises to restore it to the same condition; tenants will be charged for the works needed to restore the premises to that condition.
- 2.80 to remove all 'The Tenant's belongings, property, personal effects, foodstuffs, furnishings and equipment from the premises on, or before, the last day of the tenancy.
- 2.81 that any of 'The Tenant's belongings, or property, or personal effects or furnishings and equipment left behind at the premises will be considered abandoned and 'The Landlord' may remove, store or dispose of any such items as it sees fit to do. 'The Tenant' will remain liable for the fair costs of arranging such removal, storage or disposal and such costs may be deducted from the sale proceeds (if any) or deposit and any surplus costs after such deduction will remain the liability of 'The Tenant'.
- 2.82 that where such items belonging to 'The Tenant described in clause 2.80 and 2.81 above are bulky or unwieldy nature, (either individually or as a collection) which may inhibit or unreasonably inconvenience 'The Landlord' or other person's immediate ability to comfortably occupy or make use of, or re-let, or sell the premises, or any part of the premises, 'The Landlord' reserves the right to charge 'The Tenant' damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by 'The Tenant', or in line with clause 2.81.
- 2.83 to promptly provide as soon as practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to 'The Landlord'/Agent; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.
- 2.84 that where the premises are left unoccupied, without prior notice in writing to 'The Landlord', for a prolonged period, 'The Tenant' has failed to pay rent for that period and has shown no intention

to return, 'The Landlord' may treat these actions as a surrender of the tenancy. This means that 'The Landlord' may take over the premises and re-let it.

3. Landlord's Obligations

PLEASE NOTE: These are the things that 'The Landlord' agrees to do or not to do. If 'The Landlord' breaks or does not comply with any of the obligations in this agreement or of their statutory obligations, 'The Tenant' may be entitled to claim damages or compensation from 'The Landlord', or to seek other legal remedies against 'The Landlord'.

'The Landlord' hereby agrees:

- 3.1 to keep the premises and 'The Landlord's contents (if any) insured for such sums and on such terms as 'The Landlord' feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as 'The Landlord' considers necessary from time to time.
- 3.2 Not to interrupt or interfere with 'The Tenant's lawful occupation, enjoyment or use of the premises other than in an emergency or in the normal and lawful process of exercising or implementing 'The Landlord's rights and obligations under this agreement and having provided at least a minimum of 24 hours prior written notification.
- 3.3 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 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. In the event that any of the above mentioned are damaged as a result of 'The Tenant's doing then the tenant will be liable for all costs associated with any repair.
- 3.4 to take reasonable steps to ensure that all 'The Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the premises for which they are responsible are safe, in proper working order and in repair both at commencement of, and during the tenancy, as may be necessary from time to time in order to comply with 'The Landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994.
- 3.5 that they are the sole or joint owner of the leasehold or freehold interest in the premises and that all appropriate consents necessary for him to sign this agreement have been obtained.
- 3.6 that if their normal place of abode is not in the United Kingdom to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If 'The Landlord' fails to appoint such a representative or appoint an agent to whom the rent due under this agreement

shall be paid. If 'The Landlord' fails to appoint such a representative 'The Landlord agrees that 'The Tenant' will be entitled to deduct and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non-UK resident Landlords.

4. Mutual Break Clause

- 4.1 'The Landlord' can terminate the tenancy agreement at or any time after the end of the 12th months and shall give to 'The Tenant' not less than two months prior notice in writing to initiate the termination of the agreement. Such notice can only be served by 'The Landlord' at the end of the 10th month of the tenancy agreement. On expiry of the notice the tenancy agreement shall end, but without prejudice to the rights and remedies of 'The Landlord' against 'The Tenant', in respect of any antecedent claim or breach of obligation.
- 4.2 'The Tenant' can terminate the tenancy agreement at or any time after the end of the first 12 months and shall give to 'The Landlord' not less than one months' notice in writing to initiate the termination of the agreement. Such notice can only be served by 'The Tenant' at the end of the 11th month of the tenancy agreement and shall up to the time of termination pay the rent, observe, and perform the agreements and obligations as per the tenancy agreement. On expiry of the notice the tenancy shall end, but without prejudice to the rights and remedies of 'The Landlord' against 'The Tenant', in respect of any antecedent claim or breach of obligation and provided there no arrears of payment still due to 'The Landlord'.

5. Renewal of The Tenancy Agreement

The Landlord will consider request from the 'The Tenant' to renew the Tenancy agreement once it expires provided:

- a. The parties have not exercised their rights under Clause 4 above,
- b. There are no arrears of rent and 'The Tenant' has complied with all the 'Tenants' Obligations' in the agreement up to the end of the agreement and,
- c. 'The Landlord' has not served any notice under Section 8 of the Housing Act 1988.

6. Deposit

- 6.1 The 'Deposit' is to be paid to 'The Agent', on behalf of 'The Landlord', in fully cleared funds before the commencement of the term.
- 6.2 The 'Deposit' will be held by the 'Landlord's Agent' and not 'The Landlord' personally.
- 6.3 Breaches of this agreement which will result in 'Deposit' deductions include but are not limited to:
- a) Any damage, or compensation for damage, to the premises, its fixtures and fittings or for the missing items for which 'The Tenant' may be liable, subject to an apportionment or allowance

from reasonable fair wear and tear and for the age and condition of each and such item at commencement of the tenancy.

- b) The fair costs incurred in compensating 'The Landlord' for, or for rectifying or remedying any meaningful breach by 'The Tenant' of their obligations under this agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- c) Any sum which is or becomes repayable by 'The Landlord' to the local authority with regard to Housing Benefit which has previously been paid directly to 'The Landlord' relating to 'The Tenant' named in this agreement.
- d) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the premises for which 'The Tenant' is liable.
- e) Any rent or other money and fees lawfully due or payable by 'The Tenant' under this agreement of which 'The Tenant' has been made aware and which remains unpaid after the end of the tenancy.

Dealing with The Deposit After the End of The Tenancy

- 6.4 The 'deposit' will be returned to 'The Tenant' subject to the following having been completed:
 - The premises have been handed back to 'The Landlord' and all issued keys have been returned no later than the expiration of the tenancy.
 - Copy of the moving out checklist provided.
- 6.5 After the end of the tenancy no deductions shall be made from the deposit unless, or until, the reason for the nature of the deductions have been notified in writing to 'The Tenant'. Such correspondence will be sent, addressed to 'The Tenant', to the single address required to be provided by 'The Tenant' under clause 2.83 of this agreement or, in the absence of such an address to the address of the premises subject to this tenancy given under 'Summary of Core Terms' clause (f).
- 6.6 The 'Deposit' (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the tenancy; after the deduction of any sums or money (if any) in accordance with section 6.3, which are due to 'The Landlord' arising from 'The Tenant's' breach of, or failure to comply with 'The Tenant's' obligation under this agreement.
- 6.7 The 'Deposit' (or appropriate balance) will be returned to 'The Tenant' in accordance to the Relevant Tenancy Deposit Scheme Guidelines by cheque, or bank draft or direct electronic bank Transfer and where 'The Tenant' comprises more than one person, the deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all tenants.
- 6.8 In the event that the 'Deposit' held is inadequate to meet the financial cost of any breach of Agreement. 'The Landlord' may seek additional funds from 'The Tenant'. In addition, 'The Tenant' will be liable for any costs associated with obtaining such additional funds.
- 6.9 'The Tenant' generally has three calendar months from either the date 'The Tenant' vacates the Premises or from the date the 'Deposit' is unprotected whichever is sooner, in which to raise a dispute if 'The Tenant' does not agree with the deductions that have been deducted from the

‘Deposit’; Please note that this is three months less one day. ‘The Tenant’ can go online on to the mydeposit website (www.mydeposit.co.uk) to initiate the dispute process if needed.

7. General All Parties to This Agreement Should Read These Clauses

Re-instatement of property rendered uninhabitable

- 7.1 ‘The Landlord’s repairing obligations referred to in clause 3.3 shall not be construed as requiring ‘The Landlord’ to:
- Carry out works for which ‘The Tenant’ is liable by virtue of his duty to use the premises in a tenant-like manner;
 - To rebuild or reinstate the premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or
 - To keep in repair or maintain anything which ‘The Tenant’ is entitled to remove from the premises.
- 7.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.
- 7.3 This agreement is subject to all laws and statutes affecting assured shorthold tenancies. If a court decides that any part of the agreement is invalid or unenforceable, the rest of the agreement will still be valid and binding on all parties.

Service of Notices etc, by ‘The Landlord’

- 7.4 In accordance with section 196 of the Law Of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if ‘The Landlord’ delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament, the premises (or the last known address of ‘The Tenant’ if different) by hand or sends it by recorded or registered delivery or by first class post, addressed to ‘The Tenant’ (if the letter is not returned undelivered) it will be treated as though they have received it.

Assign the tenancy by ‘The Tenant’

- 7.5 Strictly with ‘The Landlord’s written consent (to be communicated by the Landlord’s Agent), ‘The Tenant’ might be allowed to enter into assigning part of the tenancy subject to a fee being paid to the Agent, by both the existing outgoing tenant and the new incoming tenant before the existing tenancy lawfully ends. **Any tenant swap requests during the 1st 6 months of the tenancy will automatically be rejected.**

Stamp Duty Land Tax

- 7.6 ‘The Tenant’ will be responsible for assessing their liability, if any and at any time, for Stamp Duty Land Tax (SDLT) and for submitting the appropriate forms and payment to the Inland Revenue.

Forfeiture – Right of Re-Entry

Important if either party to this agreement are unsure of their rights or require further clarification of this clause, they should consult a solicitor or their local Citizens Advice Bureau.

The law (Protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For 'The Landlord' to commence legal proceedings to repossess the premises based on a breach of tenancy (where 'The Tenant' had failed to remedy the breach in good time), which might result in the court evicting 'The Tenant' or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. Clause 7.7 is such a clause.

For the avoidance of doubt: - In order to exercise their legal rights under this clause 7.7, a landlord will first need to obtain a court order.

7.7 If at any time the rent, or any part of the rent, shall remain unpaid after becoming due, whether formally demanded or not, or if any major agreement or major obligation on 'The Tenant's' part is not complied with, or if any of the circumstances mentioned in the following grounds:

Ground 8: that at least two months' rent is unpaid as set out in **Part 1 of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** or

Ground 10: that at both times of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding.

Ground 11: that there is a history of persistently being behind with rent.

Ground 12: that the tenant has broken one or more of his obligations under the tenancy agreement.

Ground 13: that the condition of the premises or the common parts has deteriorated because of the behaviour of 'The Tenant', or any other person living there.

Ground 14: that 'The Tenant' or someone living or visiting the premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed a criminal offence in or in the locality of, the premises.

Ground 15: that the condition of the furniture has deteriorated because it has been ill treated by 'The Tenant' or someone living at the premises.

Ground 17: that 'The Landlord' was induced to grant the tenancy by a false statement made knowingly or recklessly by either 'The Tenant' or a person acting at 'The Tenant's' instigation.

As set out in **Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** shall arise, then 'The Landlord' may re-enter the premises and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which 'The Landlord' may have in pursuing 'The Tenant' for breaches of 'The Tenant's obligations under this agreement.

8. Data Protection & Confidentiality

- 8.1 'The Tenant'(s) irrevocably authorises the Local Authority, Benefit Office, Post Office and the relevant utility companies (including electricity, gas, water and telephone) to discuss and disclose to 'The Landlord' all financial and other information relating to the premises or any Housing Benefit claim. This authority shall extend to disclosure of 'The Tenant's whereabouts if 'The Tenant' has left the premises with rent or other monies owing.

The Letting Agent may share details about the performance of obligations under this agreement by 'The Landlord' and 'The Tenant', past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Home utility and water companies, local Authority Council tax and Housing Benefits Departments, Mortgage Lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 2018 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

9. The Guarantor

The Guarantor is the person or persons responsible for discharging 'The Tenant's obligations if 'The Tenant' defaults whether 'The Landlord' elects to pursue the Tenant or not.

- 9.1 "Joint and Several" means that the Guarantor will be liable with the Tenant to pay all Rent and any debt arising from any breach of the tenancy until all debt is paid in full.
- 9.2 In consideration of the Landlord agreeing at the request of the Guarantor to accept the Tenant as the Tenant of the Premises the Guarantor agrees to fully cover and compensate the Landlord for any loss, damage, costs or other expenses arising either directly or indirectly out of any breach of the agreement or any extension or continuation of the tenancy including any rental increase agreed between the Landlord and the Tenant.
- 9.3 This Guarantee is irrevocable and shall continue beyond the Guarantor's death or bankruptcy throughout the period that the Premises are occupied by 'The Tenant' or any licensee and is not limited to the Term specified in the agreement.
- 9.4 If 'The Tenant' defaults during the Initial Term of any extension, renewal or continuation of this agreement or the Tenant is declared bankrupt and 'The Tenant's Trustee in Bankruptcy elects to disclaim the agreement then on written demand the Guarantor will cover and compensate 'The Landlord' against all losses, claims, liabilities, costs and expenses arising out of or in connection with the default or disclaimer or incurred by 'The Landlord' in connection with the default or disclaimer.

- 9.5 It is agreed that the Guarantor's liability under this Clause will be joint and several with 'The Tenant' which means that each will be responsible for complying with 'The Tenant's obligations under this agreement both individually and together. 'The Landlord' may seek to enforce these obligations and claim damages against 'The Tenant', The Guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by 'The Landlord' endeavouring to obtain payment or in the enforcement of 'The Tenant's covenants. If 'The Tenant' surrenders part of the Premises the Guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of the surrender will continue unaffected.
- 9.6 All the Guarantors' to this Tenancy Agreement (if applicable) will sign an individually prepared Guarantors Contract Document and send it back to 'The Landlord's Agent. This will form part of this Tenancy Agreement.

10. SIGNATURES of the PARTIES

IMPORTANT

This agreement contains terms and obligations of the tenancy. It sets out the promises made by 'The Landlord' to 'The Tenant' and by 'The Tenant' to 'The Landlord'. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose the agreement using plain and intelligible language, it inevitably contains some legal terms of references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.

This Tenancy Agreement has been entered into on the date stated at the beginning of it.

SIGNED by the LANDLORD or the LANDLORD’S AGENT

..... Landlord/Landlord’s Agent

In the presence of:

Witness Name:

Witness Signature:

Witness address:

.....

Witness Occupation:

SIGNED by the TENANT

..... Jordan H Osserman

In the presence of:

Witness Name:

Witness Signature:

Witness address:

.....

Witness Occupation:

..... Daniel Mapp Dr Foivos Dousos

In the presence of:

Witness Name:

Witness Signature:

Witness address:

.....

Witness Occupation:

..... Dr Foivos Dousos

In the presence of:

Witness Name:

Witness Signature:

Witness address:

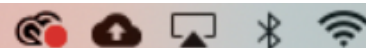
.....

Witness Occupation:



Simpson House & Courthouse

Foivos London, Jordan, [REDACTED]



19/06/2019

+44 [REDACTED]

+44 [REDACTED]

Broken again 😞



Hello we have just moved in ☺ I was just wondering if anyone else has noticed homeless people letting themselves in / sitting on stairs? Or perhaps a one time thing

11:46

+44 [REDACTED]

+44 [REDACTED]

Hello we have just moved in ☺ I was just wondering if anyone else has noticed homeless people letting themselves in / sitting on stairs? Or perhaps a one time thing

I walked in the other day and kicked a couple out sitting on the stairs smoking crack

12:01

It's a pretty reg thing

12:01

+44 [REDACTED]

Hahaha

12:04

+44 [REDACTED]

+44 [REDACTED]

It's a pretty reg thing

Excellent news

12:04

12:04

+44 [REDACTED]

Probs the same ones opening our mail and stealing my fucking watch

12:58

TQ not bothering to respond to my email on it either

13:02

11/03/2019, 10:00 – Pest Control:

11/03/2019, 10:00 – Jordan: Hiya, Jordan here flat 8 Simpson House. You've come a few times to help us with the mouse problem but we're still seeing mice at night. Could you give me a call to discuss/ set up another visit?

11/03/2019, 10:39 – Pest Control: Will b in tuesday if ok to get the key

11/03/2019, 10:39 – Jordan: great, yeah that's fine

14/03/2019, 13:35 – Jordan: Hey, my housemate said you came but Tuesday but didn't have any poison for the mice. Will you come back for that soon? We've been dealing with the mice for months now, doesn't seem to be getting better

14/03/2019, 13:39 – Pest Control: Yer i did i reloaded the boxes and took a dead one the board underneath

14/03/2019, 13:42 – Pest Control: Be back Tuesday as i mentioned to the guy

14/03/2019, 13:49 – Jordan: ah OK, maybe he misheard

14/03/2019, 14:07 – Pest Control: 👍

23/04/2019, 15:29 – Jordan: Hiya, hope you had a good Easter. Just checking when you're coming to flat 8 simpson house again? I think you told my housemate you're going to plug some holes and lay down poison? We're still finding mouse droppings

23/04/2019, 15:36 – Pest Control: Yep will b in this week ,need u 2 make the wall junctions accessible if ok

23/04/2019, 15:44 – Jordan: sure, what do you need us to do? move furniture away from wall?

23/04/2019, 15:52 – Pest Control: All the clothes and furniture upstairs b room

23/04/2019, 16:11 – Jordan: Okay, let us know what day you're coming and we can do it the night before.

23/04/2019, 16:34 – Pest Control: 👍

28/04/2019, 10:46 – Jordan: Hey did you come last week to flat 8 simpson house?

30/04/2019, 14:46 – Jordan: Hey did you come last week to flat 8 simpson house?

30/04/2019, 14:58 – Pest Control: Hi if ok can pop in tomorrow Wednesday

30/04/2019, 15:00 – Jordan: Sure

02/05/2019, 10:02 – Jordan: Thanks for coming yesterday and plugging the hole in flat 8. We caught another mouse this morning in the trap. Is there anything else left to do? Could you put down more poison?

02/05/2019, 10:06 – Pest Control: Hi yes i have kept the baits boxes intact so will continue to monitor if ok

02/05/2019, 10:07 – Jordan: Ok, thanks 🙌

18/10/2019, 17:47 – Jordan: Hi there, writing from Flat 8 simpson house. I put in a request last week from pest control as we have a mouse problem again. They'd gone away in the warmer months but now they're back. Can we book a time for you to come by?

18/10/2019, 18:53 – Pest Control: No worries monday if ok 2 get the key

18/10/2019, 18:53 – Jordan: sure monday is good

18/10/2019, 18:53 – Jordan: you can get the key

18/10/2019, 18:54 – Pest Control: Tar
23/10/2019, 12:27 – Jordan: Hey did you manage to come by on Monday for pest control? Any update? Flat 8 simpson house. Thanks
25/10/2019, 13:29 – Jordan: Hi I heard you came by flat 8 but need to come again to bring poison
25/10/2019, 13:29 – Jordan: Let me know when you can come with poison thanks!
25/10/2019, 13:54 – Pest Control: Be back in next week
01/11/2019, 14:03 – Jordan: Hey, flat 8 simpson house, when are you coming to put down poison?
01/11/2019, 14:07 – Pest Control: Monday if ok to get the key
01/11/2019, 14:15 – Jordan: Ok sure
05/11/2019, 11:14 – Jordan: Hey, flat 8, simpson house, dont think you came yesterday, when are you going to put down more poison?
05/11/2019, 11:15 – Pest Control: R u in or do i need the key
05/11/2019, 11:15 – Jordan: I'm in until 2pm
05/11/2019, 11:17 – Pest Control: Ok
05/11/2019, 11:18 – Jordan: Can you come before then?
05/11/2019, 11:18 – Pest Control: Should b ok
05/11/2019, 11:22 – Jordan: Okay. You've been saying you'd come for over a week and not turning up each time. Last time you came you didn't bring poison, I have no idea why as putting down poison is the main thing you've been doing. Hope you can sort this out it's getting really annoying having to check with you every time

Gmail - Mailboxes in simpson house



Jordan Osserman <jordan.osserman@gmail.com>

Mailboxes in simpson house

1 message

Jordan Osserman <jordan.osserman@gmail.com>

Tue, Jan 7, 2020 at 10:36 PM

Reply-To: j.osserman@bbk.ac.uk

To: "maintenance@septormanagement.com" <maintenance@septormanagement.com>

Hello

There have been new mailboxes in simpson house for months but we've never received a key for them. Is this ever going to happen? Our residents regularly have their post stolen due to the broken mailboxes at the entrance.

Jordan

--

Dr Jordan Osserman
Wellcome Trust Research Fellow

Department of Psychosocial Studies
Birkbeck, University of London
26 Russell Square, Room 230
London, WC1B 5DT

<https://birkbeck.academia.edu/JordanOsserman>
<http://waitingtimes.exeter.ac.uk>



Department for
Communities and
Local Government

FORM 6A

Notice seeking possession of a property let on an Assured Shorthold Tenancy

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996

Please write clearly in black ink. Please tick boxes where appropriate.

This form should be used where a no-fault possession of accommodation let under an assured shorthold tenancy (AST) is sought under section 21(1) or (4) of the Housing Act 1988.

There are certain circumstances in which the law says that you cannot seek possession against your tenant using section 21 of the Housing Act 1988, in which case you should not use this form. These are:

- (a) during the first four months of the tenancy (but where the tenancy is a replacement tenancy, the four-month period is calculated by reference to the start of the original tenancy and not the start of the replacement tenancy – see section 21(4B) of the Housing Act 1988);
- (b) where the landlord is prevented from retaliatory eviction under section 33 of the Deregulation Act 2015;
- (c) where the landlord has not provided the tenant with an energy performance certificate, gas safety certificate or the Department for Communities and Local Government's publication "How to rent: the checklist for renting in England" (see the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015);
- (d) where the landlord has not complied with the tenancy deposit protection legislation; or
- (e) where a property requires a licence but is unlicensed.

Landlords who are unsure about whether they are affected by these provisions should seek specialist advice.

This form must be used for all ASTs created on or after 1 October 2015 except for statutory periodic tenancies which have come into being on or after 1 October 2015 at the end of fixed term ASTs created before 1 October 2015. There is no obligation to use this form in relation to ASTs created prior to 1 October 2015, however it may nevertheless be used for all ASTs.

What to do if this notice is served on you

You should read this notice very carefully. It explains that your landlord has started the process to regain possession of the property referred to in section 2 below.

You are entitled to at least two months' notice before being required to give up possession of the property. However, if your tenancy started on a periodic basis without any initial fixed term a longer notice period may be required depending on how often you are required to pay rent (for example, if you pay rent quarterly, you must be given at least three months' notice, or, if you have a periodic tenancy which is half yearly or annual, you must be given at least six months' notice (which is the maximum)). The date you are required to leave should be shown in section 2 below. After this date the landlord can apply to court for a possession order against you.

Where your tenancy is terminated before the end of a period of your tenancy (e.g. where you pay rent in advance on the first of each month and you are required to give up possession in the middle of the month), you may be entitled to repayment of rent from the landlord under section 21C of the Housing Act 1988.

If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

1. To: Jordan H Osserman, Daniel Mapp, Dr Foivos Dousos
2. You are required to leave the below address after **Monday 21st September 2020**¹. If you do not leave, your landlord may apply to the court for an order under section 21(1) or (4) of the Housing Act 1988 requiring you to give up possession.

FLAT 9 Simpson House, 2 Someford Grove, London, N16 7TX

3. This notice is valid for six months only from the date of issue unless you have a periodic tenancy under which more than two months' notice is required (see notes accompanying this form) in which case this notice is valid for four months only from the date specified in section 2 above.
4. **REVERIE ESTATES SR LIMITED 6TH FLOOR CHARLES HOUSE, 108 – 110 FINCHLEY ROAD, LONDON, NW3 5JJ**

Signed

Monday 20th July 2020

Please specify whether: ☐ landlord ☐ joint landlords ☒ landlord's agent Name(s) of

signatory/signatories (Block Capitals)

¹ Landlords should insert a calendar date here. The date should allow sufficient time to ensure that the notice is properly served on the tenant(s). This will depend on the method of service being used and landlords should check whether the tenancy agreement makes specific provision about service. Where landlords are seeking an order for possession on a periodic tenancy under section 21(4) of the Housing Act 1988, the notice period should also not be shorter than the period of the tenancy (up to a maximum of six months), e.g. where there is a quarterly periodic tenancy, the date should be three months from the date of service.

ALI ZARMANI

TOWER QUAY LIMITED 40 WESTFERRY CIRCUS, CANARY RIVERSIDE, LONDON. E14 8RN TEL: 020 7519 0000

Form 6A

Gmail - SHRE8 - Non Renewal



Jordan Osserman <jordan.osserman@gmail.com>

SHRE8 - Non Renewal

17 messages

renewals@towerquay.com <renewals@towerquay.com>

Tue, Jul 21, 2020 at 8:58 AM

To: jordan.osserman@gmail.com, daniel.in.lb@gmail.com, foivos.dousos@gmail.com

Cc: Ali Zarmani <info@towerquay.com>

Dear Jordan H Osserman, Daniel Mapp, Dr Foivos Dousos,

We write with respect to the above property.

We have been instructed by your Landlord **Simpson House 3 Limited**, they have exercised their right and declined the option to renew.

Please see below:

NOTICE OF NON-RENEWAL OF TENANCY AGREEMENT

Date: 21 July 2020

From: Simpson House 3 Limited

To: Jordan H Osserman, Daniel Mapp, Dr Foivos Dousos

Re:

Flat 8 Simpson House

2 Somerford Grove

London

N16 7TX

This email is notice to you that the current Rental Agreement for the above described premises expires on **17th September 2020** and that this tenancy agreement will not be renewed. No option for month-to-month tenancy is offered at this time.

The Rental Agreement will not be renewed for the following reason(s): **Business decision**

06/02/2021

Gmail - SHRE8 - Non Renewal

The Landlord has provided 2 months' notice to vacate being **21st September 2020**. You are required by law to surrender the premises to **Simpson House 3 Limited** as advised.

Please return the premises to the same condition as you found it upon move-in, normal wear and tear excepted. You are required to return all keys when vacating the premises as per the Vacation letter. Which you shall receive shortly. Please read carefully as this will advise on the refund of the deposit.

Failure to surrender the premises on the date required by law will result in forfeiture of your deposits, proceedings for immediate eviction and could harm your credit rating.

Kind Regards,

Channelle

Renewals

T: 020 7519 0000 ext. Option 3



[40 WESTFERRY CIRCUS](#), CANARY RIVERSIDE, LONDON E14 8RT

This e-mail is intended only for the person to whom it is addressed. If an addressing or transmission error has misdirected this e-mail, please notify the sender by replying to this e-mail. If you are not the intended recipient, please delete this e-mail and do not use, disclose, copy, print or rely on the e-mail in any manner. To the extent permitted by law, Tower Quay Limited does not accept or assume any liability, responsibility or duty of care for any use of or reliance on this e-mail by anyone, other than the intended recipient to the extent agreed in the relevant contract for the matter to which this e-mail relates (if any).





Chief Executive
40 Westferry Circus,
Canary Wharf,
London
E14 8RN

Philip Glanville, Mayor of Hackney
London Borough of Hackney
Town Hall
Mare Street
London E8 1EA

info@towerquay.com

philip.glanville@hackney.gov.uk

28 July 2020

Dear Mr John Christodoulou

Residents of Somerford Grove

I am writing on behalf of the residents of the 170 homes managed by Tower Quay in Somerford Grove in Hackney to voice my concerns about their treatment during the coronavirus pandemic.

Private renters in Hackney have long been on the forefront of the housing crisis affecting London, too often subjected to the poor conditions, mistreatment and extortionate rent levels that the lack of regulation in the sector allows and which we have campaigned strongly to change.

These issues have only been exacerbated by the global pandemic, which has shone a light on the lack of stability that renters face – particularly in places like Hackney where most renters have little choice but to pay a large portion of their income on rent, leaving little to build up savings for emergencies.

At the beginning of this crisis, we wrote to landlords and managing agents in Hackney to ask them to show flexibility and understanding to their tenants due to the exceptional circumstances. I understand that many residents of homes you manage at Somerford Grove have been placed in financial difficulty by the coronavirus crisis, and have sought your support to help them get through this challenging period. From the correspondence that I have seen, this request has been met with hostility rather than compassion

While the freeze on evictions during the lockdown period has been a lifeline to many, the end of this moratorium is now just weeks away. Where landlords and managing agents refuse to offer flexibility with rent levels and arrears repayment, this has simply postponed problems until further down the line, which is likely to be exacerbated now

that the economic impact of the pandemic is starting to hit and with the government's furlough scheme due to end this autumn.

Indeed, I understand that three tenants in a home that you manage at Somerford Grove have now been advised that their tenancy will not be renewed and that they will have to leave their home by September, despite looking after the property, being model tenants, committed to staying in the property and, given all that has happened, not being in arrears.

In Hackney we have long campaigned against this type of no fault eviction. In 2019 we overwhelmingly passed a motion at Full Council to campaign to abolish Section 21 of the Housing Act 1988, which prevents around one in three Hackney residents from having a truly stable place to call home at the whim of their landlord. We know the Government will be responding to this issue in their Renters' Reform Bill 2019-20, but while we await the Bill and protections it should afford it cannot be right for landlords to continue such poor practice.

However in this instance it is clear to me that this action is a direct response to your tenants seeking greater security for themselves and their neighbours at a time of crisis – exactly the type of revenge eviction that we do not accept in Hackney. I am told that attempts by our Housing Strategy and Policy Team to raise these issues with Tower Quay have been rebuffed and there has been no explanation for your approach.

I would be grateful if you could explain your actions in relation to these tenants and advise whether you will be withdrawing the notice to evict in light of the unprecedented circumstances and difficulties facing private renters in Hackney at present.

Yours sincerely,

Philip Glanville
Mayor of Hackney

CC Cllr Sem Moema, Mayoral Advisor for Private Renting and Housing Affordability
Diane Abbott, Member of Parliament for Hackney North & Stoke Newington
Tom Copley, Deputy Mayor of London for Housing and Residential Development
Cllr Michelle Gregory, Shacklewell Ward Councillor
Hackney Branch, London Renters Union
Jordan Osserman, Somerford Grove resident
Foivos Dousos, Somerford Grove resident



STARLING BANK

Contact tel +44(0)207 930 4450
www.starlingbank.com

DR J Osserman
Flat 8
2 Somerford Grove
LONDON
London
N16 7TX

Account Name: Jordan Osserman & Marc Sutton
IBAN: GB21SRLG60837189945703
BIC: SRLGGB2L
Sort code: 60-83-71
Account Number: 89945703

14/08/2019 - 14/08/2020 Statement

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

14/08/2019 - 14/08/2020

[illegible]

Starling Bank is registered in England and Wales as Starling Bank Limited (No. 09092149), 3rd Floor, 2 Finsbury Avenue, London, EC2M 2PP. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 730166.

9 For terms and conditions can be accessed via the Starling app or by our website www.starlingbank.com/legal
Starling Bank Limited is a member of the Financial Services Compensation Scheme and the Financial Ombudsman Service.
For further information about the compensation provided by the FSCS, refer to the FSCS website at www.fscs.org.uk



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DR J Osserman
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rightmove 



 1/11



ONLINE VIEWING

Simpson House, Somerford
Grove, London, N16 7TX

£2,340 pcm

£540 pw

Added on 14/05/2020

MARKETED BY

Tower Quay Limited, London

40 Westferry Circus, London,
E14 8RT

TOWER QUAY
SALES • LETTINGS

Call agent: 020 7519 0000

Letting details

Let available date: Now

Let type: Long term

Furnish type: Furnished or
unfurnished

PROPERTY TYPE

 **Apartment**

BEDROOMS

 **x3**

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 **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form**.

If you want to be sent online banking payment details by email, please tick this box



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:

Address (including postcode):

Flat 8
Simpson House
2 Somerford Grove
London N16 7TX

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:

2. ADDRESS (including postcode) of SUBJECT PROPERTY

Flat 8
Simpson House
2 Somerford Grove
London N16 7TX

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

3 bedroom flat in set of converted warehouses with 171 flats

4. DETAILS OF RESPONDENT (S)

Name:

Address (including postcode):

6th Floor Charles House
108 - 110 Finchley Road
London
NW3 5JJ

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):

40 Westferry Circus
London, E14 8RT

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. There are at least 170 other flats in the warehouses on Somerford Grove owned by the same group of companies. From our enquiries with the London Borough of Hackney (the relevant property licensing authority) we understand that no other properties within our block are licensed. You can contact the residents association at residents@shacklewell.uk

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 ☒ Yes ☐ No Tribunal thinks it appropriate.

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 days 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:

N/A

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):

N/A

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

Grounds:

Row 6 of the table in Section 40(3) of the Housing and Planning Act 2016: Control or management of an unlicensed HMO

From hackney.gov.uk/property-licensing Additional HMO license - "This requirement applies to all privately rented properties in Hackney occupied by 3 or 4 people making up 2 or more households."

This applies to the applicant's tenancy as evidenced by the contract included with this application, there are three unrelated people on the contract. The London Borough of Hackney sent an case officer from the Private Sector Housing team to perform an inspection of the flat on 10th September 2020 as part of a licensing inspection for the whole building. Hackney Cllr Sem Moema confirmed in a call to one of the applicants, Jordan Osserman on 15th October 2020 that the property required, and did not have, an HMO license along with at least 7 other properties in the block.

Row 2 of the table in Section 40(3) of the Housing and Planning Act 2016: eviction or harassment of occupiers.

Section 1(2) Protection from Eviction Act 1977 states: "If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises."

On 21 July the Landlord's agent served a section 21 notice which unlawfully attempted to deprive the applicants from the premises by attempting to evict the applicants without proper reason on 2 months' notice. On 21 July 2020 the Covid-19 regulations meant that all section 21 eviction notices must give 3 months' notice.

Amount of repayment:

The amount paid in a period of 12 months during which the landlord was committing the offence, tenancy agreement (appendix B) and bank statements (appendix A) attached. Total amount: £28,339.92

Determining factors:

The landlord is a company Simpson House 3 Ltd which is part of a corporate group wholly owned by Mr Yiannakis Christodoulou. Companies controlled by Mr Christodoulou have over 1 billion pounds of assets, mostly in property. This includes hundreds of privately rented flats in London. As part of such a large landlord group, controlled by one person, we believe the landlord should be held to a commensurate standard of property management, including the requirement to be appropriately licensed. We expect that the tribunal should take the landlord's company group size into account in considering this application.

Continued on the next page

It has further come to our attention that, even after notification by LB Hackney to Tower Quay Limited (the landlord's agent), our landlord is marketing other properties within the block for residential tenancies, without the proper licensing in place (see attached in appendix C an advert from rightmove.co.uk fetched on 28th October 2020).

In addition the applicants were part of a residents association, Somerford Grove Renters, who wrote to the landlord in March 2020 asking for rental relief during the COVID-19 lockdown. In response the landlord and their agents began a campaign of harassment and intimidation which included breaching the Data Protection Act 2018 by releasing our personal data to a national newspaper (admitted in a letter from the agent's lawyers) and culminating in a retaliatory Section 21 eviction notice against the applicants (as admitted to the applicants during a meeting with a director of the agency, see also Mayor of Hackney's letter on the eviction attached as appendix D). The Section 21 notice was invalid and constituted an attempted illegal eviction (we attach the section 21 notice which included an incorrect notice period (2 rather than 3 months) including other incorrect information). Further details of the harassment are listed in the Somerford Grove Renters submission to the HCLG Committee attached as appendix E. These are not the focus of this application but we attach them to demonstrate the landlord's character. We reserve our right to bring claims on these other matters.

In *Vadamalayan v Stewart and others* (2020) UKUT 0183 (LC) the FFT ruled "*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*". The landlord has demonstrated no good conduct, failing to even adhere to the minimum standards required by the law, and with over £1 billion pounds worth of assets has no financial hardship.

We would ask for the maximum award to hold the landlord to the standard required by the law.

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 do not 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 you can submit 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:

A handwritten signature in black ink, consisting of a stylized 'M' followed by a large, loopy flourish.

Dated:

28/10/2020

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

From: Barbara Spencer-Devonish <barbara.spencer-devonish@hackney.gov.uk>
Date: Thu, 29 Oct 2020 13:04:40 +0000
Message-ID: <CAGMrcPo8ikf74mJZQ1WJz290rsphuu7m7+F6=GWXdiAVL7-fQg@mail.gmail.com>
Subject: Re: HMO license - Flat 8, 2 Somerford Grove

I can confirm that Flat 8 ,2-4 Somerford Grove is occupied by 3 unrelated people, and as such the property requires an additional licence under the Councils discretionary licensing scheme , which came into operation on 1st October 2018.The flat is currently unlicensed, though an application for a licence has been received recently in relation to this flat.

I trust this information is helpful.

Kind regards

Barbara Spencer-Devonish
Intervention and Compliance Team Manager
Private Sector Housing
2 Hillman Street
London E8 1FB
barbara.spencer-devonish@hackney.gov.uk

Energy performance certificate (EPC)

Flat 8
Simpson House
2 Somerford Grove
LONDON
N16 7TX

Energy rating

C

Valid until 17 November 2023

Certificate number

9788-6919-6239-6267-4980

Property type

Mid-floor flat

Total floor area

46 square metres

Rules on letting this property

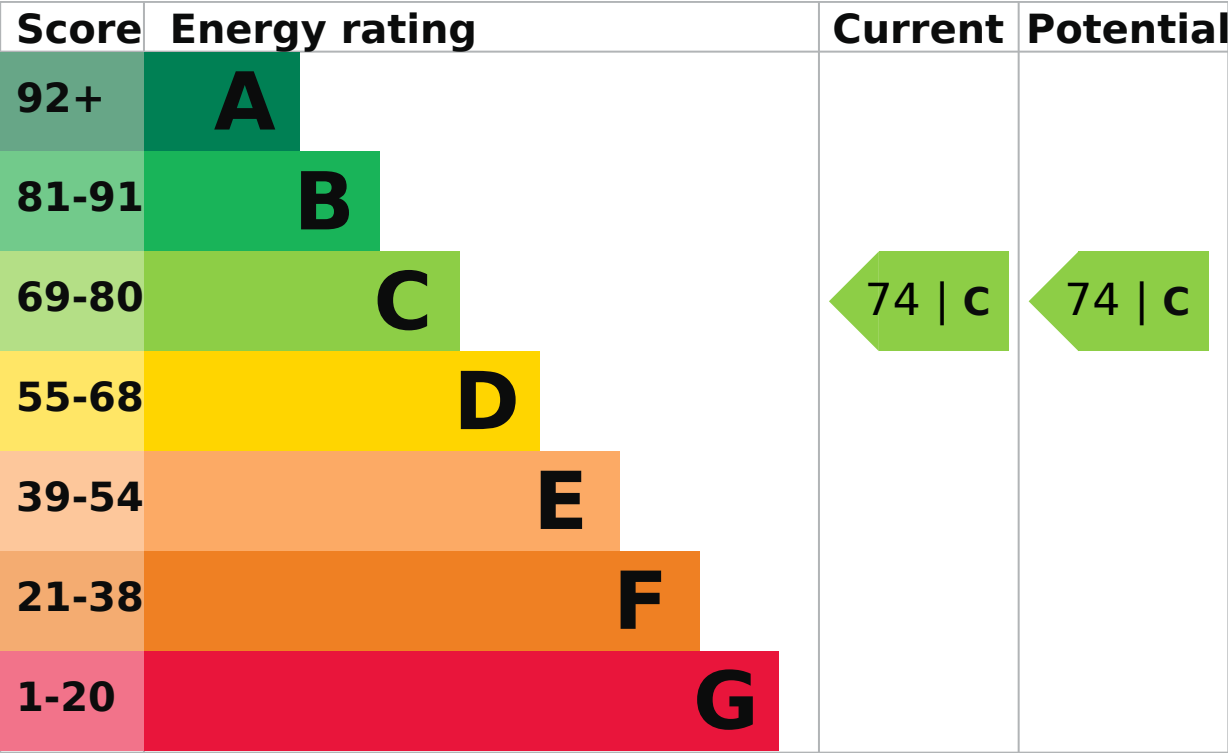
Properties can be rented if they have an energy rating from A to E.

If the property is rated F or G, it cannot be let, unless an exemption has been registered. You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

Energy efficiency rating for this property

This property's current energy rating is C. It has the potential to be C.

[See how to improve this property's energy performance.](#)



The graph shows this property’s current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

The average energy rating and score for a property in England and Wales are D (60).

Breakdown of property’s energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says “assumed”, it means that the feature could not be inspected and an assumption has been made based on the property’s age and type.

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Poor
Wall	Timber frame, as built, no insulation (assumed)	Poor

Feature	Description	Rating
Window	Fully double glazed	Good
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, TRVs and bypass	Average
Hot water	From main system	Good
Lighting	Low energy lighting in all fixed outlets	Very good
Roof	(another dwelling above)	N/A
Floor	(other premises below)	N/A
Secondary heating	None	N/A

Primary energy use

The primary energy use for this property per year is 162 kilowatt hours per square metre (kWh/m²).

► [What is primary energy use?](#)

Environmental impact of this property

One of the biggest contributors to climate change is carbon dioxide (CO₂). The energy used for heating, lighting and power in our homes produces over a quarter of the UK's CO₂ emissions.

An average household produces

6 tonnes of CO₂

This property produces

1.4 tonnes of CO₂

This property's potential production

1.4 tonnes of CO₂

By making the [recommended changes](#), you could reduce this property's CO₂ emissions by 0.0 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

How to improve this property's energy performance

The assessor did not make any recommendations for this property.

[Simple Energy Advice has guidance on improving a property's energy use.](https://www.simpleenergyadvice.org.uk/)
(<https://www.simpleenergyadvice.org.uk/>)

Potential
energy rating

C

Paying for energy improvements

[Find energy grants and ways to save energy in your home.](https://www.gov.uk/improve-energy-efficiency) (<https://www.gov.uk/improve-energy-efficiency>)

Estimated energy use and potential savings

**Estimated yearly energy cost
for this property**

£401

Potential saving

£-1

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The estimated saving is based on making all of the recommendations in [how to improve this property's energy performance](#).

For advice on how to reduce your energy bills visit [Simple Energy Advice](https://www.simpleenergyadvice.org.uk/)
(<https://www.simpleenergyadvice.org.uk/>).

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Estimated energy used to heat this property

Space heating

3207 kWh per year

Water heating

1645 kWh per year

Potential energy savings by installing insulation

Type of insulation	Amount of energy saved
--------------------	------------------------

Solid wall insulation	483 kWh per year
------------------------------	------------------

You might be able to receive [Renewable Heat Incentive payments \(https://www.gov.uk/domestic-renewable-heat-incentive\)](https://www.gov.uk/domestic-renewable-heat-incentive). This will help to reduce carbon emissions by replacing your existing heating system with one that generates renewable heat. The estimated energy required for space and water heating will form the basis of the payments.

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	Kate Richardson
------------------------	-----------------

Telephone	07967325787
------------------	-------------

Email	katerichardsondea@gmail.com
--------------	--

Accreditation scheme contact details

Accreditation scheme	Stroma Certification Ltd
-----------------------------	--------------------------

Assessor ID	STRO004454
--------------------	------------

Telephone	0330 124 9660
------------------	---------------

Email	certification@stroma.com
--------------	--

Assessment details

Assessor's declaration	No related party
-------------------------------	------------------

Date of assessment	18 November 2013
Date of certificate	18 November 2013
Type of assessment	► RdSAP

Other certificates for this property

If you are aware of previous certificates for this property and they are not listed here, please contact us at mhclg.digital-services@communities.gov.uk, or call our helpdesk on 020 3829 0748.

There are no related certificates for this property.



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference	:	LON/00AM/HMF/2020/0236
Property	:	Flat 8, Simpson House, 2 Somerford Grove, N16 7TX
Applicant	:	Dr Jordan Osserman (1) Mr Daniel Mapp (2) Dr Foivos Dousos (3)
Representative	:	In person
Respondent	:	Simpson House 3 Ltd
Representative	:	None¹
Type of application	:	Application for a rent repayment order by tenant Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal	:	Mr Charles Norman FRICS Valuer Chairman
Venue	:	10 Alfred Place, London WC1E 7LR
Date of Directions	:	25 January 2021

DIRECTIONS

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

¹ The applicants have stated that Tower Quay Limited represent the respondents, but by virtue of rule 14 (2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, this must be confirmed by the respondent before the Tribunal can act upon it.

IMPORTANT – COVID 19 ARRANGEMENTS

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.
- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to London.RAP@justice.gov.uk. The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

Full hearing:	18 May 2021 by remote video conferencing starting at 10:00 am (details to follow)
Inspection:	<i>During the current pandemic, the tribunal will not inspect the property, but may rely upon photographs provided by the parties.</i>

BACKGROUND

- A. The tribunal has received an application under section 41 of the Housing and Planning Act 2016 (the Act) from the applicant tenants for a rent repayment order (RRO).
- B. The tribunal will send the respondent (landlord) copies of the application with supporting documents.
- C. It is asserted that the landlord committed an offence of being concerned in the control or management of an unlicensed HMO where the property was subject to additional licencing requirements. The applicants' case is made under section 72 (1) (unlicensed HMO) (which is row 5 of the table at section 40(3) rather than row 6 as asserted). The applicants also assert

that the respondent attempted unlawful deprivation of occupation contrary to section 1(2) of the protection from Eviction Act 1977. This too is an offence shown in the table at section 40(3) of the Act, row 2. The applicants seek a RRO for the period of 12 months, in the sum of £28,339.92. The relevant dates have not been specified by the applicants, but an unsigned tenancy agreement drafted to commence on 18 September 2019 was appended to the application.

- D. The tribunal will decide (a) whether to make a rent repayment order and, if so, (b) for what amount. The issues for the tribunal to consider are set out in the Annex on the last page of these directions.
- E. The parties are referred to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for guidance on how the application will be dealt with.

IMPORTANT NOTE: TRIBUNAL CASES AND CRIMINAL PROCEEDINGS

- F. If an allegation is being made that a person has committed a criminal offence, that person should understand that any admission or finding by the tribunal may be used in a subsequent prosecution. For this reason, he or she may wish to seek legal advice before making any comment within these proceedings.

DIRECTIONS

Hearing/inspection arrangements

1. The hearing shall take place on **18 May 2021** by remote video conferencing starting at **10:00 am** with a time estimate of **one day**, making use of the electronic documents received. Full details of how to take part will be sent nearer the time. No specialist software is needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, it must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
2. The hearing is estimated to last for three hours. The hearing should end in time for the tribunal to deliberate on its decision. If any party considers this is an unrealistic estimate, they should write to the tribunal (and send a copy to the other party, explaining why, no later than two weeks prior to the hearing date.
3. Given the pandemic, the hearing will take place as a private hearing, rather than as a public hearing. It is not practicable for the hearing to be

broadcast to the public and/or media representatives in a court or tribunal building, nor can access to the proceedings be otherwise granted.

4. Because of the current Covid-19 pandemic, the tribunal is not currently carrying out physical inspections of the interior of properties. Physical inspections of the exterior may be carried out where appropriate. Parties may wish to rely upon plans and photographs and may also apply for permission to rely upon video evidence.

How the applicants (tenants) should prepare for the hearing

5. In the light of the issues identified above, the applicant must by **1 March 2021** email to the respondent and to the Tribunal at London.Rap@justice.gov.uk, a digital indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application. The documents must, so far as possible, be in chronological order. The subject line of the email must read: "BUNDLE FOR DETERMINATION: [Case reference], [Property address]". If a party is unable to produce a digital bundle it must contact the case officer as soon as possible, explaining why, and alternative directions will be considered.
6. The bundle must include:
 - (a) the application and accompanying documents;
 - (b) these and any subsequent directions;
 - (c) an expanded statement of the reasons for the application;
 - (d) full details of the alleged offence, with supporting documents from the local housing authority, if available (**Note:** the tribunal will need to be satisfied **beyond reasonable doubt** that an offence has been committed);
 - (e) a copy of the tenancy agreement;
 - (f) official Land Registry copies of the freehold title and any leasehold title to the property;
 - (g) evidence of rent payments made for the applicable period (see Annex)
 - (h) a calculation, on a weekly/monthly basis, of the amount of rent paid in the applicable period. A calculation must also be provided for any universal credit/housing benefit paid during the period;
 - (i) any witness statements of fact relied upon with a statement of truth (see Notes below);
 - (j) full details of any conduct by the landlord said to be relevant to the amount of the Rent Repayment Order sought; and

- (k) any other documents relied upon.
7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within their digital bundle.

How the respondent Simpson House 3 Ltd should prepare for the hearing

8. The respondent is urged to seek independent legal advice.
9. By **29 March 2021** the respondent must email to the Tribunal at London.Rap@justice.gov.uk and send to the applicant a digital indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application. The documents must, so far as possible, be in chronological order. The subject line of the email must read: "BUNDLE FOR DETERMINATION: [Case reference], [Property address]". If a party is unable to produce a digital bundle it must contact the case officer as soon as possible, explaining why, and alternative directions will be considered.
10. The bundle must include:
- (a) a full statement of reasons for opposing the application, including any defence to the alleged offence and response to any grounds advanced by the applicant, and dealing with the issues identified above
 - (b) a copy of all correspondence relating to any application for a licence and any licence that has now been granted
 - (c) any witness statements of fact relied upon with a signed statement of truth (see Notes below)
 - (d) unless included in the applicant's bundle, a copy of the tenancy agreement;
 - (e) evidence of the amount of rent received in the period (and, if relevant, a separate calculation as to any universal credit/housing benefit received;
 - (f) a statement as to any circumstances that could justify a reduction in the maximum amount of any rent repayment order (see Annex), including full details of any conduct by the tenant said to be relevant to the amount of the Rent Repayment Order sought. If reliance is placed on the landlord's financial circumstances, appropriate documentary evidence should be provided (redacted as appropriate)
 - (g) evidence of any outgoings, such as utility bills, paid by the landlord for the let property during the period; and

- (h) any other documents relied upon.
11. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within their digital bundle.

Applicant's (tenant's) reply

12. By **12 April 2021**, the tenants may send a brief reply to the issues raised in the respondent's statement and supporting documentation. Any such reply must be emailed to the tribunal at the address above and copied to the respondent.

Name: C Norman FRICS

Date: 25 January 2021

NOTES

- (a) **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.**
- (b) **If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").**
- (c) **If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**
- (d) **Witness statements** should identify the name and reference number of the case, have numbered paragraphs and end with a statement of truth and the signature of the witness. Original witness statements should be brought to the hearing. In addition, witnesses are expected to attend the hearing to be questioned about their evidence, unless their statement has been agreed by the other party. The tribunal may decline to hear evidence from any witness who has not provided a statement in accordance with the above directions.

Annex

The issues for the tribunal to consider include:

- Whether the tribunal is satisfied beyond reasonable doubt that the landlord has committed one or more of the following offences:

	<i>Act</i>	<i>Section</i>	<i>General description of offence</i>
1	Criminal Law Act 1977	s.6(1)	violence for securing entry
2	Protection from Eviction Act 1977	s.1(2), (3) or (3A)	unlawful eviction or harassment of occupiers
3	Housing Act 2004	s.30(1)	failure to comply with improvement notice
4	Housing Act 2004	s.32(1)	failure to comply with prohibition order etc.
5	Housing Act 2004	s.72(1)	control or management of unlicensed HMO
6	Housing Act 2004	s.95(1)	control or management of unlicensed house
7	Housing and Planning Act 2016	s.21	breach of banning order

- Did the offence relate to housing that, at the time of the offence, was let to the tenant?
- Was an offence committed by the landlord in the period of 12 months ending with the date the application was made?
- What is the applicable 12-month period?²
- What is the maximum amount that can be ordered under section 44(3) of the Act?
- What account must be taken of:
 - (a) The conduct of the landlord?
 - (b) The financial circumstances of the landlord?
 - (c) Whether the landlord has at any time been convicted of an offence shown above?
 - (d) The conduct of the tenant?
 - (e) Any other factors?

² s.44(2): for offences 1 or 2, this is the period of 12 months ending with the date of the offence; or for offences 3, 4, 5, 6 or 7, this is a period, not exceeding 12 months, during which the landlord was committing the offence.



Jordan Osserman <jordan.osserman@gmail.com>

Licence applications for Somerford Grove N16

Barbara Spencer-Devonish <barbara.spencer-devonish@hackney.gov.uk>

Wed, Jan 27, 2021 at 10:55 AM

To: Jordan Osserman <jordan.osserman@gmail.com>

Dear Jordan

It was good to meet with you yesterday.

As discussed, please find attached details of all the addresses in the Somerford Grove complex where we have received a licence application up to the 26 Jan 2021.

 [Somerford Grove Licence Applications as at 26 J...](#)

Kind regards

Barbara Spencer-Devonish

Intervention and Compliance Team Manager

Private Sector Housing

Chief Executive Directorate

c/o Hackney Service Centre

[1 Hillman Street](#)

London E8 1DY

barbara.spencer-devonish@hackney.gov.uk

Property Address				Application Date
Flat 8 2 Somerford Grove				22/09/20
Flat 1				23/11/20
Flat 1a				23/11/20
Flat1b				23/11/20
Flat 2				23/11/20
Flat 5				23/11/20
Flat 7				23/11/20
Flat 9				23/11/20
Flat 11				23/11/20
Flat 12				23/11/20
Flat 13				23/11/20
Flat 14				23/11/20
Flat19				23/11/20
Flat 10				30/11/20
Flat16				30/11/20
Flat 17				30/11/20
Flat 20				30/11/20
Flat 21				30/11/20
Flat 6				30/11/20
Unit 101 Olympic House 12 Somerford Grove				4/12/20
Flat 201				4/12/20
Flat 206				4/12/20
Flat 305				4/12/20
Flat 310				4/12/20
Flat 416				4/12/20
Flat 306				4/12/20
Flat 220				11/12/20
Flat 301				11/12/20
Flat 318				11/12/20
Flat 401				11/12/20
Unit G3				15/01/21
Unit G15				15/01/21
Unit G19				15/01/21
Unit G28				15/01/21
unit G29				15/01/21
Unit G30				15/01/21
Flat 48 2 Courthouse Lane N16				21/12/20
Flat 41				21/12/20
Flat 31				21/12/20
Flat 25b				11/12/20
Flat 25a				11/12/20

Administrator <administrator@septormanagement.com>

Mon, Feb 8, 2021 at 3:09 PM

To: Jordan Osserman <jordan.osserman@gmail.com>

Cc: "daniel.in.lb@gmail.com" <daniel.in.lb@gmail.com>, Dimitra Chatzimanoli <dc@septormanagement.com>, Vanessa Jenkins <vj@septormanagement.com>

Hi Jordan

Just been advised the new boiler is being installed tomorrow arriving between 10am to 12 noon.

Will catch up with you Wednesday once fitted to see all is ok with you.



Jordan Osserman <jordan.osserman@gmail.com>

8 SIMPSON

Jordan Osserman <jordan.osserman@gmail.com>

Wed, Feb 17, 2021 at 4:57 PM

To: Administrator <administrator@septormangement.com>

Cc: Dimitra Chatzimanoli <dc@septormangement.com>, Vanessa Jenkins <vj@septormangement.com>

Hi Sandra

The repairman just came. He discovered that the reason the thermostat isn't working, is because the boiler was incorrectly installed and has been leaking water onto the thermostat device, causing it to spark and shut off. I'm not sure how the boiler installer managed to do this? It seems to be a major fire hazard.

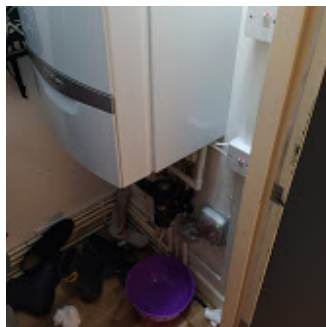
He has now placed a plastic bag over the thermostat device to protect it from leaking water (picture attached). I understand he was doing what he can given he was intending to fix the thermostat rather than the boiler itself, but this doesn't seem like a safe solution.

Would you please let us know when someone can fix it properly?

I appreciate you have been on the case from the beginning and very helpful with us, but this situation is really quite worrying.

Thanks,
Jordan

[Quoted text hidden]

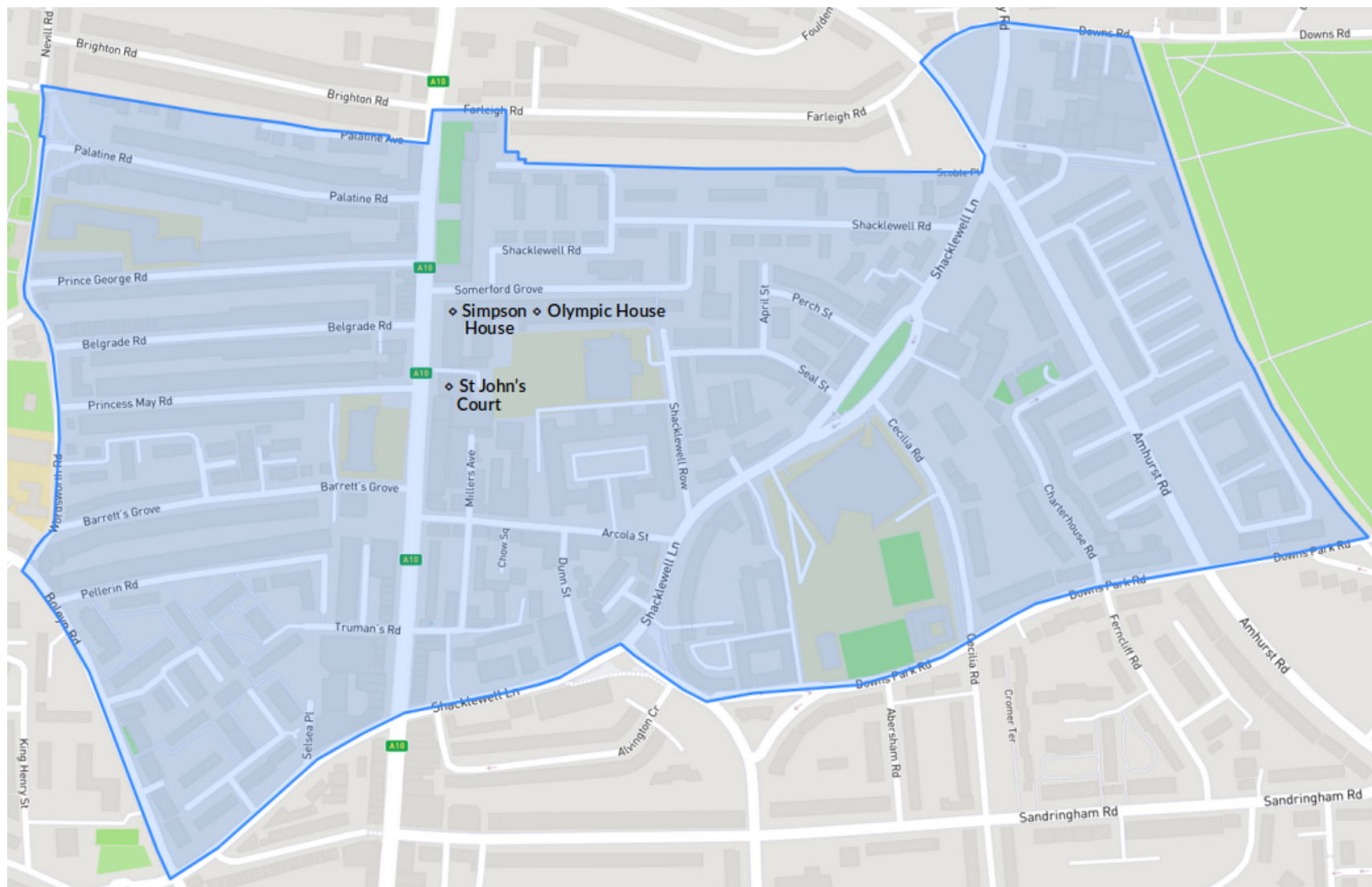


WhatsApp Image 2021-02-17 at 16.53.23.jpeg
102K



MapIt :UK - <https://mapit.mysociety.org/area/144396.html> - Retrieved 24 February 2021

Shacklewell ID 144396 - Type: London borough ward (LBW) - Country: England - A child of Hackney Borough Council.



Title Number : EGL435559

This title is dealt with by HM Land Registry, Wales 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 13 APR 2020 at 10:41:37 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	: EGL435559
Address of Property	: the former site of 2 to 26 (even numbers) Somerford Grove, Stoke Newington, London
Price Stated	: £53,870,000
Registered Owner(s)	: SOMERFORD ASSETS 3 LIMITED (Co. Regn. No. 08579419) of Charles House, 108-110 Finchley Road, London NW3 5JJ.
Lender(s)	: HSBC Bank plc

Title number EGL435559

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 13 APR 2020 at 10:41:37. 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.

HACKNEY

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being the former site of 2 to 26 (even numbers) Somerford Grove, Stoke Newington, London.
- 2 (03.08.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (20.10.2016) PROPRIETOR: SOMERFORD ASSETS 3 LIMITED (Co. Regn. No. 08579419) of Charles House, 108-110 Finchley Road, London NW3 5JJ.
- 2 (20.10.2016) The price stated to have been paid on 5 October 2016 was £53,870,000.
- 3 (20.10.2016) 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 (20.10.2016) 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 5 October 2016 in favour of HSBC Bank plc referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land tinted blue on the filed plan and other land dated 13 October 1921 made between (1) The Prudential Assurance Company Limited (The Prudential) (2) The Right Honourable Lord William Cecil and The Right Honourable Lord John Pakenham Joicey-Cecil (the Trustees) (3) Lord William Cecil and (4) Abraham Isaacs (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE: By a Deed dated 2 January 1934 made between (1) The Right Honourable William Alexander Evering Baron Amherst of Hackney (Lord Amherst) and (2) The Simpson Investment Trust Limited (The Owner) clause (a) of the said covenants were expressed to be released, so that the conveyance shall be read as if the words, "(a) That the premises hereby assured shall be used as a private dwelling house only." had been omitted therefrom.

Title number EGL435559

C: Charges Register continued

- 2 A Conveyance of the land tinted brown on the filed plan dated 14 October 1921 made between (1) The Prudential Assurance Company Limited (2) The Right Honourable Lord William Cecil and The Right Honourable Lord John Pakenham Joicey-Cecil (3) Lord William Cecil and (4) Annie Elizabeth Tyack contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 Conveyance of the land tinted yellow on the filed plan and other land dated 3 March 1922 made between (1) The Prudential Assurance Company Limited (The Purdential) (2) The Right Honourable Lord William Cecil and The Right Honourable Lord John Pakenham Joicey-Cecil (The Trustees) (3) Lord William Cecil and (4) Edward Frederick Steel the Younger (the Purchaser) contains a covenant identical to that contained in the Conveyance dated 14 October 1921 set out in Entry No. 2 above, except for the words "her" and "she" read "his" and "he"
- 4 A Conveyance of the land tinted pink on the filed plan dated 24 March 1933 made between (1) The Right Honourable Lord William Cecil and The Right Honourable Lord John Pakenham Joicey-Cecil (Vendors) and (2) The Simpson Investment Trust Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 An Agreement dated 21 September 1934 made between (1) Henry Shepperd Bradford and John Frederick Bradford (2) The Simpson Investment Trust Limited and (3) S. Simpson Limited relates to rights of light.

NOTE: Copy filed under 256525 (NGL)

- 6 An Agreement dated 21 September 1934 made between (1) Robert Pearce (2) The Simpson Investment Trust Limited and (3) S. Simpson Limited relates to rights of light.

NOTE: Copy filed under 247601 (NGL)

- 7 An Agreement dated 21 September 1934 made between (1) George Patch (2) William Alfred Patch (3) The Simpson Investment Trust Limited and (4) S. Simpson Limited related to rights of light.

NOTE: Copy filed under 256525 (NGL)

- 8 A Deed dated 21 September 1934 made between (1) Alice Elizabeth Steel (2) The Simpson Investment Trust Limited and (3) S. Simpson Limited relates to rights of light.

NOTE: Copy filed under 454278 (NGL)

- 9 A Deed dated 15 July 1935 made between (1) The London County Council (2) The Simpson Investment Trust Limited and (3) S. Simpson Limited purporting to be a consent to retain buildings and a licence to retain windows overlooking Shackwell School, Shackwell Row, Hackney, without obstruction.

NOTE: Copy filed under 256525 (NGL)

- 10 An Agreement dated 4 September 1936 made between (1) Amelia Facelston (2) The Temperance Permanent Building Society (3) The Simpson Investment Trust Limited and (4) S. Simpson Limited relates to rights of light and air.

NOTE: Copy filed under 258319 (NGL)

- 11 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

- 12 (27.10.1992) The parts of the land affected thereby are subject to the rights granted by the Lease of the Transformer Chamber dated 20 May 1959, referred to in the Schedule of Leases.

NOTE: Copy filed under title NGL209341.

- 13 (20.07.2006) The parts of the land affected thereby are subject to the rights granted by a Lease dated 6 July 2006 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under EGL507097.

Title number EGL435559

C: Charges Register continued

- 14 (16.04.2010) UNILATERAL NOTICE in respect of an Agreement dated 1 April 2010 pursuant to Section 106 of the Town and Country Planning Act 1990.

NOTE: Copy filed.

- 15 (16.04.2010) BENEFICIARY: The Mayor and Burgesses of The London Borough of Hackney of Legal Services and Planning Team, 298 Mare Street, London E8 1HE.

- 16 (20.10.2016) REGISTERED CHARGE dated 5 October 2016.

- 17 (20.10.2016) Proprietor: HSBC Bank plc (Co. Regn. No. 00014259) of 70 Pall Mall, London SW1Y 5EZ.

- 18 (20.10.2016) The proprietor of the Charge dated 5 October 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 October 1921 referred to in the Charges Register:-

"The Purchaser for himself his heirs executors administrators and assigns doth hereby covenant with the Prudential and their assigns and as s separate covenant with the Trustees and the said William Alexander Evering Baron Amherst of Hackney and his sequels in Title under the said Compound Settlement and his and their assigns and to the intent that the covenants hereinafter contained shall be binding on the said land and hereditaments hereby assured into whosoever hands the same may come but so that the Purchaser his heirs executors administrators and assigns shall only be personally liable during such time as he or they shall be in actual possession of the lands and hereditaments hereby assured.

(a) That the premises hereby assured shall be used as a private dwellinghouse only and (b) that nothing shall be set up done or used upon the hereditaments hereby assured or any part thereof which shall be of or become offensive or a nuisance to the owners or occupiers of other premises near to or adjoining the hereditaments hereby assured."

- 2 The following are details of the covenants contained in the Conveyance dated 14 October 1921 referred to in the Charges Register:-

"The Purchaser for herself her heirs executors administrators and assigns hereby covenants with the Prudential and as a separate covenant with the Trustees and the said William Alexander Evering Baron Amherst of Hackney and his successors in title under the said Settlement and his and their assigns to the intent that the covenant hereinafter contained shall be binding on the said land and hereditaments hereby assured into whosoever hands the same may come but so that the Purchaser her heirs executors administrators and assigns shall only be personally liable during such time as she or they shall be in actual possession of the lands and hereditaments hereby assured. That nothing shall be set up or done or used on the land hereby assured or any part thereof which shall be or become a nuisance or noxious noisome or offensive to the Prudential or their assigns and to the said William Alexander Evering Baron Amherst of Hackney his successors in title or assigns or to the owners or occupiers of premises adjoining or near to the hereditaments hereby assured."

- 3 The following are details of the covenants contained in the Conveyance dated 24 March 1933 referred to in the Charges Register:-

"THE Company hereby covenants with the Vendors and their successors in title owner or owners for the time being of the estate known as the Tyssen Amherst Estate Hackney and with intent that the covenants hereinafter contained shall be binding on the said land and property hereby assured into whosoever hands the same may come but not so as to be liable in damages for any breach of covenant happening after the Company shall have parted with its interest therein that nothing shall be set up or done or used upon the premises hereby assured or any part

Title number EGL435559

Schedule of restrictive covenants continued

thereof which shall be or become offensive or a nuisance to the owners or occupiers of other premises near to or adjoining the premises hereby assured."

Schedule of notices of leases

1	27.10.1992 Edged and no.d 2 in blue (part of) NOTE: See entry in the charges register relating to the rights granted by this Lease	Transformer Chamber at ground and basement level.	20.05.1959 60 years from 1.1.1958.	EGL435559
2	20.07.2006 edged and numbered 1 in yellow (Ground floor) NOTE: See entry in Charges Register relating to the rights granted by this lease	Transformer Chamber, Somerford Grove	06.07.2006 99 years from 6.7.2006	EGL507097
3	13.02.2008	Flats 1-16 Venture House (ground, ground mezzanine and first floor	13.12.2006 125 years from 13.12.2006	EGL533356
4	31.12.2014 Edged and numbered 1 in blue (part of)	Flat 8A Olympic House (Ground Mezzanine Floor)	27.02.2013 999 years from 13.12.2006	AGL331156
5	03.08.2016 Edged and No.d 1 in blue (part of): Edged and numbered 2 in blue (part of)	Units at Olympic House (Ground floor, Lower ground floor and Lower Ground Mezzanine)	03.06.2016 125 years from and including 25 March 2016	AGL385121

End of register



Jordan Osserman <jordan.osserman@gmail.com>

8 SIMPSON

Jordan Osserman <jordan.osserman@gmail.com>

Fri, Feb 26, 2021 at 3:07 PM

To: Administrator <administrator@septormanagement.com>

Cc: Dimitra Chatzimanoli <dc@septormanagement.com>, Vanessa Jenkins <vj@septormanagement.com>

Hi Sandra and all

I have just spoken on the phone to you.

The repair man who has come today has examined the boiler and said he needs the name of the person who installed it, to report to gas safety. He described the installation as a "bodge job" and not to standard. He does not believe it could have been done by someone who was registered as gas safe certified. **Can you please provide me the name of the original installer?**

The repair man has also said there is no way he will be able to complete the task today and will have to come on another day. As you know, following this faulty installation of the boiler, we were previously promised the repair would happen last friday, then the repairman didn't turn up, and then he promised to complete it all today. The new repairman is currently assessing how long the fix will take.

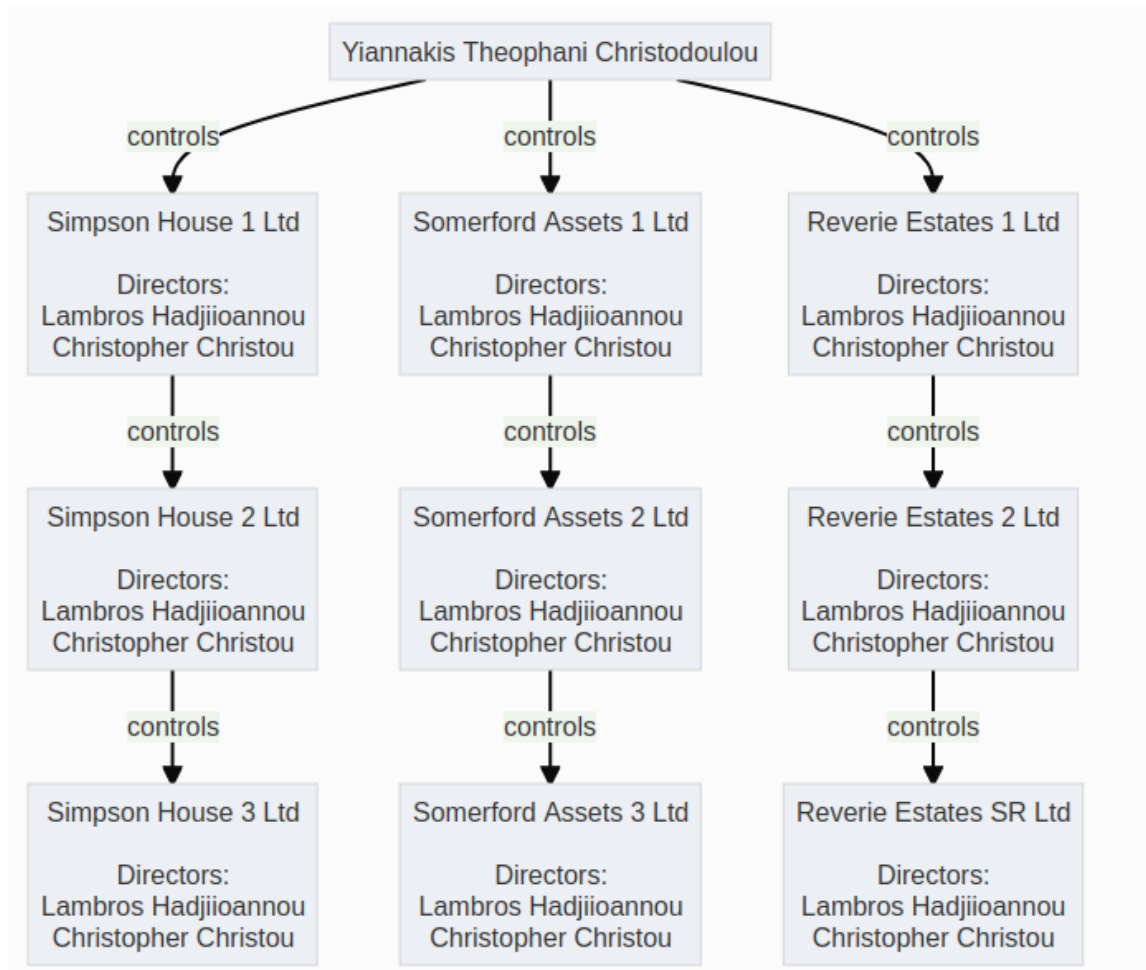
I've now faced over a week in total of being unable to work in my room due to these issues. We need a clear timeline on when this job will actually be completed, and who will undertake it. And we need confirmation that they are gas safe certified.

We will be writing separately to Tower Quay about this and asking for compensation, as it does not make sense for the landlord to expect us to pay full rent given this poor quality of service and the potential danger that the reckless installation has caused us.

Thanks for your help.

Best,
Jordan

Company Structure



- Simpson House 3 Ltd - the respondent and landlord for the applicants and the freeholder for 92-100 Stoke Newington High Street (the A10)
- Somerford Assets 3 Ltd - the freeholder for 2-26 Somerford Grove
- Reverie Estates SR Ltd - a company listed as landlord on the incorrect Section 21 notice

The word controls on the chart indicates the only listed company/person of significant control for the company below. All of these companies are ultimately controlled by Yiannakis Theophani "John" Christodoulou.



SIMPSON HOUSE 3 LTD

08579416

Created: 27 February 2021 19:10:11

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 21 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 21 June 2020
- Next confirmation statement due: 5 July 2021
- Last members list: 21 June 2016

Nature of business (SIC)

- 68209 Other letting and operating of own or leased real estate

People

Officers:

2 officers / 0 resignations

- Director CHRISTOU, Christopher **ACTIVE**
 - Nationality: British
 - Appointed: 21 June 2013
 - Date of birth: October 1961
 - Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Solicitor
-

- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Simpson House 2 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Companies Act 2006
- Legal form: Limited Company
- Place registered: Registrar Of Companies For England & Wales
- Registration number: 08578519
- Incorporated in: England & Wales

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more

Charges

2 charges registered

2 outstanding, 0 satisfied, 0 part satisfied

Charge code 085794160002

Created	Delivered	Status
7 July 2017	7 July 2017	Outstanding

Persons entitled

Abbey National Treasury Services PLC

Brief description

All the freehold land and property known as 92-100 (even numbers) stoke newington road, london, N16 7XB (and otherwise known as simpson house) and registered at the land registry under title number NGL283199.

Contains fixed charge.

Contains floating charge.

Contains negative pledge.

Charge code 085794160001

Created	Delivered	Status
20 December 2013	24 December 2013	Outstanding

Persons entitled

Abbey National Treasury Services PLC (Trading as Santander Corporate Banking)

Brief description

F/H land and property k/a 92-100 (even numbers) stoke newington road, london (and otherwise k/a simpson house) t/no:NGL283199. Notification of addition to or amendment of charge.

Contains fixed charge.

Contains floating charge.



SIMPSON HOUSE 2 LTD

08578519

Created: 27 February 2021 19:10:06

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 20 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 20 June 2020
- Next confirmation statement due: 4 July 2021
- Last members list: 20 June 2016

Nature of business (SIC)

- 99999 Dormant Company

People

Officers:

2 officers / 0 resignations

- Director CHRISTOU, Christopher **ACTIVE**

- Nationality: British
- Appointed: 20 June 2013
- Date of birth: October 1961
- Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
- Country/State of Residence: England
- Occupation: Solicitor

-
- Director HADJIIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Simpson House 1 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Companies Act 2006
- Legal form: Limited Company
- Place registered: Registrar Of Companies For England & Wales
- Registration number: 08577482
- Incorporated in: England & Wales

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more

Charges

4 charges registered

4 outstanding, 0 satisfied, 0 part satisfied

Charge code 085785190004

Created	Delivered	Status
7 July 2017	7 July 2017	Outstanding

Persons entitled

Abbey National Treasury Services PLC

Brief description

Contains fixed charge.

Contains negative pledge.

Charge code 085785190003

Created	Delivered	Status
7 July 2017	7 July 2017	Outstanding

Persons entitled

Abbey National Treasury Services PLC

Brief description

Contains fixed charge.

Contains negative pledge.

Charge code 085785190002

Created	Delivered	Status
20 December 2013	7 January 2014	Outstanding

Persons entitled

Abbey National Treasury Services PLC (Trading as Santander Corporate Banking)

Brief description

Notification of addition to or amendment of charge.

Contains fixed charge.

Charge code 085785190001

Created

**20 December
2013**

Delivered

**24 December
2013**

Status

Outstanding

Persons entitled

Abbey National Treasury Services PLC (Trading as Santander Corporate Banking)

Brief description

Notification of addition to or amendment of charge.
Contains fixed charge.



SIMPSON HOUSE 1 LTD

08577482

Created: 27 February 2021 19:10:22

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 20 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 20 June 2020
- Next confirmation statement due: 4 July 2021
- Last members list: 20 June 2016

Nature of business (SIC)

- 99999 Dormant Company

People

Officers:

2 officers / 0 resignations

- Director CHRISTOU, Christopher **ACTIVE**
 - Nationality: British
 - Appointed: 20 June 2013
 - Date of birth: October 1961
 - Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Solicitor
-

- Director HADJIIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Mr Yiannakis Theophani Christodoulou **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Date of birth: May 1965
- Nationality: British
- Country of residence: Monaco

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more



SOMERFORD ASSETS 3 LTD

08579419

Created: 27 February 2021 19:08:32

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 21 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 9 April 2020
- Next confirmation statement due: 23 April 2021
- Last members list: 21 June 2016

Nature of business (SIC)

- 68209 Other letting and operating of own or leased real estate

People

Officers:**2 officers / 0 resignations**

- Director CHRISTOU, Christopher **ACTIVE**
 - Nationality: British
 - Appointed: 21 June 2013
 - Date of birth: October 1961
 - Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Solicitor
-

- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:**1 active person with significant control / 0 active statements**

- Somerford Assets 2 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Companies Act 2006
- Legal form: Limited Company
- Place registered: Registrar Of Companies For England & Wales
- Registration number: 08578496
- Incorporated in: England & Wales

Nature of control:

- Ownership of shares – 75% or more

- Ownership of voting rights - 75% or more

Charges

2 charges registered

2 outstanding, 0 satisfied, 0 part satisfied

Charge code 085794190002

Created	Delivered	Status
5 October 2016	11 October 2016	Outstanding
		Persons entitled

Hsbc Bank PLC

Brief description

Olympic house, 2-26 (evens) somerford grove, london, N16 7TX (title number EGL435559).

Contains fixed charge.

Contains floating charge.

Contains negative pledge.

Charge code 085794190001

Created	Delivered	Status
5 October 2016	11 October 2016	Outstanding
		Persons entitled

Hsbc Bank PLC

Brief description

Not applicable.

Contains fixed charge.

Contains floating charge.

Contains negative pledge.

Floating charge covers all the property or undertaking of the company.



SOMERFORD ASSETS 2 LTD

08578496

Created: 27 February 2021 19:06:31

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 20 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 20 June 2020
- Next confirmation statement due: 4 July 2021
- Last members list: 20 June 2016

Nature of business (SIC)

- 99999 Dormant Company

People

Officers:

2 officers / 0 resignations

- Director CHRISTOU, Christopher **ACTIVE**
- Nationality: British
- Appointed: 20 June 2013
- Date of birth: October 1961
- Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
- Country/State of Residence: England
- Occupation: Solicitor

-
- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Somerford Assets 1 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Companies Act 2006
- Legal form: Limited Company
- Place registered: Registrar Of Companies For England & Wales
- Registration number: 08577475
- Incorporated in: England & Wales

Nature of control:

- Ownership of shares – 75% or more

- Ownership of voting rights - 75% or more

Charges

2 charges registered

2 outstanding, 0 satisfied, 0 part satisfied

Charge code 085784960002

Created	Delivered	Status
5 October 2016	10 October 2016	Outstanding
Persons entitled		
Hsbc Bank PLC		

Brief description

Not applicable.
Contains fixed charge.
Contains negative pledge.

Charge code 085784960001

Created	Delivered	Status
5 October 2016	10 October 2016	Outstanding
Persons entitled		
Hsbc Bank PLC		

Brief description

Not applicable.
Contains fixed charge.
Contains negative pledge.



SOMERFORD ASSETS 1 LTD

08577475

Created: 27 February 2021 18:39:40

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 20 June 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 20 June 2020
- Next confirmation statement due: 4 July 2021
- Last members list: 20 June 2016

Nature of business (SIC)

- 99999 Dormant Company

People

Officers:**2 officers / 0 resignations**

- Director CHRISTOU, Christopher **ACTIVE**
 - Nationality: British
 - Appointed: 20 June 2013
 - Date of birth: October 1961
 - Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Solicitor
-

- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:**1 active person with significant control / 0 active statements**

- Mr Yiannakis Theophani Christodoulou **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, England, NW3 5JJ
- Notified on: 6 April 2016
- Date of birth: May 1965
- Nationality: British
- Country of residence: Monaco

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more



REVERIE ESTATES SR LIMITED

08753756

Created: 27 February 2021 19:10:39

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 29 October 2013
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 29 October 2020
- Next confirmation statement due: 12 November 2021
- Last members list: 29 October 2015

Nature of business (SIC)

- 68209 Other letting and operating of own or leased real estate

People

Officers:**2 officers / 0 resignations**

- Director CHRISTOU, Christopher **ACTIVE**
 - Nationality: British
 - Appointed: 29 October 2013
 - Date of birth: October 1961
 - Correspondence address: 6th, Floor Charles House 108-110, Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Solicitor
-

- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:**1 active person with significant control / 0 active statements**

- Reverie Estates 2 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Uk
- Legal form: Limited Company
- Place registered: The Registrar Of Companies For England & Wales
- Registration number: 08313573
- Incorporated in: England

Nature of control:

- Ownership of shares – 75% or more

- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

Charges

3 charges registered

3 outstanding, 0 satisfied, 0 part satisfied

Charge code 087537560003

Created	Delivered	Status
19 April 2018	20 April 2018	Outstanding

Persons entitled

Barclays Bank PLC

Brief description

The chargor charged by way of legal mortgage the freehold property known as st. Johns court, 82-90 stoke newington road, london N16 7XB registered at the land registry with title number EGL315895.

Contains fixed charge.

Contains floating charge.

Contains negative pledge.

Floating charge covers all the property or undertaking of the company.

Charge code 087537560002

Created	Delivered	Status
18 December 2013	31 December 2013	Outstanding

Persons entitled

Barclays Bank PLC (The Security Trustee)

Brief description

St john's court, 82-90 stoke newington road, hackney, t/no: EGL456215.

Notification of addition to or amendment of charge.

Contains fixed charge.

Contains floating charge.

Floating charge covers all the property or undertaking of the company.

Charge code 087537560001

Created

**18 December
2013**

Delivered

**27 December
2013**

Status

Outstanding

Persons entitled

Reverie Estates 2 Limited

Brief description

St john's court 82-90 stoke newington road hackney t/no EGL315895.

Notification of addition to or amendment of charge.

Contains fixed charge.

Contains floating charge.

Floating charge covers all the property or undertaking of the company.



REVERIE ESTATES 2 LIMITED 08313573

Created: 27 February 2021 19:11:00

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 30 November 2012
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 30 November 2020
- Next confirmation statement due: 14 December 2021
- Last members list: 30 November 2015

Nature of business (SIC)

- 74990 Non-trading company

People

Officers:

3 officers / 1 resignations

- Director CHRISTOU, Christopher **ACTIVE**
- Nationality: British
- Appointed: 30 November 2012
- Date of birth: October 1961
- Correspondence address: 6th Floor Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
- Country/State of Residence: England
- Occupation: Solicitor

-
- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director

-
- Director COWAN, Graham Michael **RESIGNED**
 - Nationality: British
 - Appointed: 30 November 2012
 - Date of birth: June 1943
 - Resigned: 30 November 2012
 - Correspondence address: The Studio, St Nicholas Close, Elstree, Herts, United Kingdom, WD6 3EW
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Reverie Estates 1 Limited **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
- Notified on: 6 April 2016
- Governing law: Companies Act 2006
- Legal form: Limited Company
- Place registered: The Registrar Of Companies For England & Wales

- Registration number: 08313652
- Incorporated in: England

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

Charges

3 charges registered

3 outstanding, 0 satisfied, 0 part satisfied

Charge code 083135730003

Created	Delivered	Status
19 April 2018	20 April 2018	Outstanding

Persons entitled

Barclays Bank PLC

Brief description

Contains fixed charge.

Contains floating charge.

Contains negative pledge.

Floating charge covers all the property or undertaking of the company.

Charge code 083135730002

Created	Delivered	Status
18 December 2013	31 December 2013	Outstanding

Persons entitled

Barclays Bank PLC (The Security Trustee)

Brief description

St john's court 82-90 stoke newington road, hackney, t/no: EGL456215.

Notification of addition to or amendment of charge.

Contains fixed charge.

Contains floating charge.

Floating charge covers all the property or undertaking of the company.

Charge code 083135730001

Created

**18 December
2013**

Delivered

**27 December
2013**

Status

Outstanding

Persons entitled

Reverie Estates 1 Limited

Brief description

Notification of addition to or amendment of charge.

Contains fixed charge.

Contains floating charge.

Floating charge covers all the property or undertaking of the company.



REVERIE ESTATES 1 LIMITED 08313652

Created: 27 February 2021 19:11:08

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 6th Floor Charles House, 108-110 Finchley Road, London, NW3 5JJ
- Company type: Private limited company
- Incorporated on: 30 November 2012
- Status: Active

Key filing dates

- Accounting reference date: 30 April
- Last accounts made up to: 30 April 2020
- Next accounts due: 31 January 2022
- Last confirmation statement date: 30 November 2020
- Next confirmation statement due: 14 December 2021
- Last members list: 30 November 2015

Nature of business (SIC)

- 74990 Non-trading company

People

Officers:

3 officers / 1 resignations

- Director CHRISTOU, Christopher **ACTIVE**
- Nationality: British
- Appointed: 30 November 2012
- Date of birth: October 1961
- Correspondence address: 6th Floor Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
- Country/State of Residence: England
- Occupation: Solicitor

-
- Director HADJIOANNOU, Lambros **ACTIVE**
 - Nationality: British
 - Appointed: 12 February 2016
 - Date of birth: September 1978
 - Correspondence address: 6th Floor, Charles House, 108-110 Finchley Road, London, United Kingdom, NW3 5JJ
 - Country/State of Residence: England
 - Occupation: Company Director

-
- Director COWAN, Graham Michael **RESIGNED**
 - Nationality: British
 - Appointed: 30 November 2012
 - Date of birth: June 1943
 - Resigned: 30 November 2012
 - Correspondence address: The Studio, St Nicholas Close, Elstree, Herts, United Kingdom, WD6 3EW
 - Country/State of Residence: England
 - Occupation: Company Director
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Mr Yiannakis Christodoulou **ACTIVE**
- Correspondence address: 6th Floor, Charles House, 108-110 Finchley

Road, London, United Kingdom, NW3 5JJ

- Notified on: 6 April 2016
- Date of birth: May 1965
- Nationality: British
- Country of residence: Monaco

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

Charges

2 charges registered

2 outstanding, 0 satisfied, 0 part satisfied

Charge code 083136520002

Created	Delivered	Status
19 April 2018	20 April 2018	Outstanding

Persons entitled

Barclays Bank PLC

Brief description

Contains fixed charge.

Contains negative pledge.

Charge code 083136520001

Created	Delivered	Status
19 April 2018	20 April 2018	Outstanding

Persons entitled

Barclays Bank PLC

Brief description

Contains fixed charge.

Contains negative pledge.



Jordan Osserman <jordan.osserman@gmail.com>

Uster Ullah

WYNNE, GARY (Gas Registration) <Gary.Wynne@gassaferegister.co.uk>
To: "jordan.osserman@gmail.com" <jordan.osserman@gmail.com>

Mon, Mar 1, 2021 at 1:38 PM

BY E-MAIL

1 March 2021

Our Ref: 101582

Dear Jordan

Re: Uster Ullah-597681

Thank you for your recent communication regarding gas work carried out at your property.

I have requested a complaint inspection be arranged for you and a representative of our Scheduling Team will be in contact with you shortly (as soon as your Landlord has confirmed we have permission to inspect the gas appliances) to arrange a mutually convenient appointment for an Inspector to visit. I have enclosed an explanatory leaflet about our inspection process for your information.

I trust you find the above to be in order but should you have any queries, please do not hesitate to contact us.

Kind Regards

Gary Wynne

Customer Service Advisor

Gas Safe Register

Please tell us about your experience of our service. [Click here to complete our short survey](#)

Gas Safe Register, PO Box 6804, Basingstoke, RG24 4NB

Consumer: 0800 408 5500 | **Engineer:** 0800 408 5577 | **Email:** enquiries@gassaferegister.co.uk

Customer Service Team and Technical Helpline opening hours: Mon-Fri 9am-5pm

[GasSafeRegister.co.uk](https://www.gassaferegister.co.uk) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

View our [Privacy Policy](#)

From: noreply@gassaferegister.co.uk <noreply@gassaferegister.co.uk>
Sent: 27 February 2021 09:18
To: enquiries (Gas Safe Register) <enquiries@gassaferegister.co.uk>
Subject: Gas work complaint (website)

Gas work complaint submission

Nature of the complaint is 'Substandard Gas Work'

Business Details

Trading Name : Septor Management

Registration Number :

Address line 1 :	13-19 Queen Street
Address line 2 :	
Town :	Leeds
Postcode :	LS1 2TW

Engineers

Engineer Name	Licence Number
Uster Ullah	597681

Job Details

Work has not been completed

Gas type : NaturalGas

Work type : Installation

Appliance Type : Boiler

Appliance Make and Model : Ecoplus 838

Complaint

Complaint : I believe I have been messed about with a new boiler installation, that it was not installed correctly and is not up to standard, and I have possibly been lied to. The installer initially did not include any thermostat/timer. After I requested this, one was installed, but it didn't work. Another repair man pointed it that the boiler was not installed correctly and leaking directly onto the thermostat, causing it to switch off. It has not yet been fixed. I'd like an independent evaluation.

Engineer repaired work : True

Repair work acceptable : False

Other persons carried out repair work : True

Other Business details : Michael James 655953

Property Details

Property type : domestic

Relationship to Property : Tenant

Address line 1 :	Flat 8
Address line 2 :	2 Somerford Grove
Town :	London
Postcode :	N16 7TX

Has contact details for landlord : True

Landlord details are :

Name : Ali Zarmani

Email : info@towerquay.com

Home No :

Mobile No :

Address line 1 :	40 Westferry Circus
Address line 2 :	
Town :	London

Postcode : E14 8RT

Complainant Details

Name : Jordan Osserman

Address line 1 :	Flat 8
Address line 2 :	2 Somerford Grove
Town :	London
Postcode :	N16 7TX

HomeTelephone :

WorkTelephone :

MobileTelephone : 07761751093

Email : jordan.osserman@gmail.com

Preferred Contact By : phone

Agree to terms and conditions : True

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2 attachments



COVID 19 Q and A Consumer insert V4 CLEAN 28.5.20 - Copy.docx
41K



gas-safety-inspection-factsheet-v20 - Copy.pdf
196K



Jordan Osserman <jordan.osserman@gmail.com>

Boiler compensation

Jordan Osserman <jordan.osserman@gmail.com>
To: Ali Zarmani <info@towerquay.com>

Wed, Mar 3, 2021 at 3:49 PM

Dear Tower Quay,

As you should be aware, we have had a number of heating, water, boiler and gas safety issues lately that are ongoing. As I write this, an installer has just spent another day in my room attempting a repair and as soon as he left the boiler began to leak again. You may not appreciate that it has had a significant impact on us as tenants. We would like to know what compensation you will offer for this.

Here is a timeline of events so far:

06 Feb - We initially reported that the boiler stopped working. We were subsequently without heat and hot water, and for some time without any water at all for a period of 5 days. We appreciated that after 3 days without hot water (and 1 day without water at all) Tower Quay finally offered for us to use another flat in the building. Although this solved the immediate problem of us being able to wash ourselves, it was still inconvenient, not least because my bedroom was inaccessible for 2 days (more than the 1 day that was promised) to replace the boiler and I need it as a workspace.

11 Feb - Boiler installation "completed". We immediately realised that no timer or thermostat was fitted with the boiler (as required by Boiler Plus regulations) and we needed to request this specifically, otherwise the boiler would remain on constantly. The installer disputed this in our emails to Septor, but after photographic evidence was provided, returned to install thermostat.

13 Feb - Thermostat installed.

17 Feb - After noticing that the thermostat doesn't seem to be working at all, as the heat is constantly on, I report to Septor this problem. A maintenance person is sent. He points out that water has been leaking directly onto the thermostat, causing it to "spark and shut off". He explains this is because the boiler was installed in a faulty manner. There was an alarming "quick fix" of the leak caused by the boiler's installation, by affixing a plastic bag over the top of the thermostat (picture attached). This has caused some anxiety given the potential for water damage / gas safety issues in my bedroom.

18 Feb - Boiler installer returns. He explains that he needs to install a drainage system by taking out the floor and installing new piping, to stop the leak. He says he will come the next day. He doesn't explain what he did wrong in the first place to cause this.

19 Feb - Boiler installer does not show up as he promised. I call maintenance again, do not receive an explanation for why he has not turned up. We agree to schedule him to visit the following Friday. I am promised that the job will be entirely completed during that visit on Friday.

26 Feb - In the middle of the day a new installer arrives, who has not heard about any of these problems and does not have a plan. He examines the boiler and says the installation was a "bodge job" and that the contractor who did the installation "needs to be reported to gas safety". Later he retracts these statements and claims that all that is needed is a "tundish" fix. This new installer says he needs to return on ANOTHER day to do this fix. We agree on 03 March. I call maintenance and say that I feel that I am being messed around, and report a complaint to gas safety. (I am still awaiting the visit from gas safety to inspect this.) I then hear back that the installer DOES need to remove the floor and install the piping, rather than simply the tundish.

03 March (today) - Installer returns and spends nearly the entire working day installing the piping, during which my room is inaccessible. As soon as he leaves, it begins to rain. Water pours from the ceiling directly onto the boiler and the floor. Videos attached. I have called maintenance and am waiting for their solution.

Each time a visit has been scheduled and a fix promised -- without being delivered -- I have had to empty the closet in my room and make it accessible for workers, which means that I am unable to use it as a work space.

In addition to the incredibly poor service involved -- in which my room has been inaccessible for nearly a week due to repairs taking place -- these experiences have created significant anxiety and stress, and have made me very concerned over the safety processes and procedures that Tower Quay and the landlord have in place.

Boilers breaking are an understandable occurrence, and we would not seek to attribute blame to Tower Quay for the first instance of boiler trouble.

The response, however, to the boiler breaking has been inadequate, negligent, dangerous and irresponsible for the following reasons:

1. We had 5 days without hot water during a cold front in the UK where temperatures rarely went above freezing;
2. We were only provided with alternative heaters and keys to another flat after 3 days with no hot water. Issues of hot water availability are "emergencies" in maintenance terms and should be dealt with within 24 hours.
3. The boiler has been fitted and subsequently fixed in a negligent and dangerous manner, which is ongoing. Tower Quay as managing agents are responsible for the maintenance that goes on in the property and it is likely that the installation has been a gas safety risk which has put us in danger and caused significant anxiety, discomfort and inconvenience over the period affected.

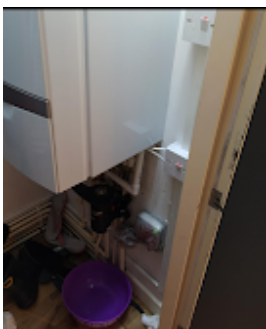
Please can you tell us what you will be doing to compensate us for the significant disruption this has caused to our quiet enjoyment of the property and our safety.


Kind regards


Jordan


4 attachments

Screenshot_20210303-154555~2.png
477K



 **VID_20210303_151352.mp4**
5140K

 **VID_20210303_151249.mp4**
6457K

 **VID_20210303_151235.mp4**
12917K

Photograph of water leaking from flue, taken by Jordan Osserman on 03 March 2021





Jordan Osserman <jordan.osserman@gmail.com>

Uster Ullah

WYNNE, GARY (Gas Registration) <Gary.Wynne@gassaferegister.co.uk>
To: Jordan Osserman <jordan.osserman@gmail.com>

Thu, Mar 4, 2021 at 9:25 AM

Hello Jordan,

I e-mailed the landlord on 1/3. To date there has been no response.

Kind Regards

Gary Wynne

Customer Service Advisor

Gas Safe Register

Please tell us about your experience of our service. [Click here to complete our short survey](#)

Gas Safe Register, PO Box 6804, Basingstoke, RG24 4NB

Consumer: 0800 408 5500 | **Engineer:** 0800 408 5577 | **Email:** enquiries@gassaferegister.co.uk

Customer Service Team and Technical Helpline opening hours: Mon-Fri 9am-5pm

[GasSafeRegister.co.uk](https://www.gas saferegister.co.uk) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

View our [Privacy Policy](#)

From: Jordan Osserman <jordan.osserman@gmail.com>
Sent: 03 March 2021 14:39
To: WYNNE, GARY (Gas Registration) <Gary.Wynne@gassaferegister.co.uk>
Subject: Re: Uster Ullah

****EXTERNAL****

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Jordan Osserman <jordan.osserman@gmail.com>

Uster Ullah

Jordan Osserman <jordan.osserman@gmail.com>

Thu, Mar 4, 2021 at 9:41 AM

To: "WYNNE, GARY (Gas Registration)" <Gary.Wynne@gassaferegister.co.uk>, ali@towerquay.com, maintenance@septormangement.com

Thank you Gary. I am CCing the landlord's representative and maintenance.

As we are very concerned about the installation, we hope this can be sorted quickly and would appreciate a Gas Safe visit ASAP. As full time tenants we have no problem providing you access. We are not sure why the landlord is delayed in their response but would be happy to let you in without waiting for them.

Thanks,
Jordan

[Quoted text hidden]



Jordan Osserman <jordan.osserman@gmail.com>

8 SIMPSON

Jordan Osserman <jordan.osserman@gmail.com>

Thu, Mar 4, 2021 at 9:14 AM

To: Administrator <administrator@septormanagement.com>

Cc: Dimitra Chatzimanoli <dc@septormanagement.com>, Ali Zarmani <info@towerquay.com>

Thanks Sandra. The roofer has just come and looked at the roof. He immediately said the flu installation is "a proper fucking bodge job". He is getting to work on fixing it.

Just to avoid any doubt given what happened last time (with the installer subsequently denying how he described the installation), I captured part of his reaction on video, attached. There should be no problem understanding his accent.

Finally can we please ensure that the landlord gives permission for gas safe to inspect the property? It should be clear at this point that an independent inspection is necessary. I received an email from gas safe saying that they would arrange an appointment with me once the landlord gives permission. I will forward it on separately.

Thanks,
Jordan


[Quoted text hidden]

2 attachments



Septor Management Limited

image001.jpg
3K

 **VID_20210304_085144~2.mp4**
18572K

Photograph of faulty chimney/flue installation, taken by Jordan Osserman on 04.03.2021 as a roofer explained that the obvious misuse of gaffer tape to secure chimney was causing the leak





Jordan Osserman <jordan.osserman@gmail.com>

Uster Ullah

ali@towerquay.com <ali@towerquay.com>

Fri, Mar 5, 2021 at 8:59 AM

To: Jordan Osserman <jordan.osserman@gmail.com>, "WYNNE, GARY (Gas Registration)" <Gary.Wynne@gassaferegister.co.uk>, maintenance@septormangement.com

Good Morning Gary,

When are you able to go and conduct the inspection?

Kind Regards,

Ali Zarmani (MARLA)

Lettings Manager

T: 02075190000 ext. 203. M: +447716641818



40 WESTFERRY CIRCUS, CANARY RIVERSIDE, LONDON E14 8RT

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From: ali@towerquay.com <ali@towerquay.com>

Sent: 04 March 2021 15:29

To: 'Jordan Osserman' <jordan.osserman@gmail.com>; 'WYNNE, GARY (Gas Registration)' <Gary.Wynne@gassaferegister.co.uk>; 'maintenance@septormangement.com' <maintenance@septormangement.com>; 'lambros@yianis.com' <lambros@yianis.com>

Subject: RE: Uster Ullah

Hi Jordan,

We will confirm a day for the inspection shortly.

Kind Regards,

Ali Zarmani (MARLA)

Lettings Manager

T: 02075190000 ext. 203. M: +447716641818



40 WESTFERRY CIRCUS, CANARY RIVERSIDE, LONDON E14 8RT

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From: Jordan Osserman <jordan.osserman@gmail.com>

Sent: 04 March 2021 15:33

To: WYNNE, GARY (Gas Registration) <Gary.Wynne@gassaferegister.co.uk>; ali@towerquay.com; maintenance@septormangement.com; lambros@yianis.com

Subject: Re: Uster Ullah

Dear Tower Quay

[Quoted text hidden]

[Quoted text hidden]

DR J Osserman
Flat 8
2 Somerford Grove
LONDON
London
N16 7TX

Account Name: Jordan Osserman & Marc Sutton
IBAN: GB21SRLG60837189945703
BIC: SRLGGB2L
Sort code: 60-83-71
Account Number: 89945703

15/09/2020 - 06/03/2021 Statement

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

15/09/2020 - 06/03/2021

[illegible]

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Account Name: Jordan Osserman & Marc Sutton
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15/09/2020 - 06/03/2021

[illegible]



Contact tel +44(0)207 930 4450
www.starlingbank.com

DR J Osserman
Flat 8
2 Somerford Grove
LONDON
London
N16 7TX

Account Name: Jordan Osserman & Marc Sutton
IBAN: GB21SRLG60837189945703
BIC: SRLGGB2L
Sort code: 60-83-71
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15/09/2020 - 06/03/2021 Statement

Your deposit is eligible for protection by the Financial Services Compensation Scheme.

15/09/2020 - 06/03/2021

DATE	TYPE	TRANSACTION	IN	OUT	END OF DAY ACCOUNT BALANCE
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Interest will be payable to you each day your Account is in credit. We charge interest each day you are overdrawn. We calculate interest on your end of day account balance. For further information about our interest rates, refer to www.starlingbank.com/legal

Date range applicable: 15/09/2020 - 05/03/2021

Interest rate paid on Account Balance	%AER Variable	Interest rate charged on Account Balance	%APR Variable
£0.00 - £85000	0.05%	Less than £0	15.00%

Date range applicable: 06/03/2021 - 06/03/2021

Interest rate paid on Account Balance	%AER Variable	Interest rate charged on Account Balance	%APR Variable
N/A	N/A	N/A	N/A

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UPPER TRIBUNAL (LANDS CHAMBER) UT Neutral citation number: [2012] UKUT 301

(LC) Case Number: HA/6/2011 TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007 HOUSING house in multiple occupation rent repayment order in favour of occupiers RPT ordering repayment of 100% of rent during relevant period whether approach correct held that it was not relevant considerations appeal allowed Housing Act 2004 ss 73 and 74 IN THE MATTER OF AN APPEAL AGAINST A DECISION OF THE RESIDENTIAL PROPERTY TRIBUNAL FOR THE SOUTHERN RENT ASSESSMENT PANEL BETWEEN

JASON AARON PARKER Appellant and

(1) MR R WALLER Respondents

(2) MR C HOBBS

(3) MISS K MCKIMM

(4) MR A ROWLAND

(5) MISS R FRASER

(6) MR R PHILP

Re: 85 Victoria Road North Southsea PO5 1PP

Before: The President Sitting at 43-45 Bedford Square, London WC1B 3AS on 14 August 2012 The appellant in person Mr R Waller for himself, Mr C Hobbs, Miss K McKimm and Miss R Fraser. The other two respondents did not appear and were not represented. The following case is referred to in this decision: *Pepper v Hart* [1993] AC 593 DECISION Introduction

1. Under Part 2 of the Housing Act 2004 (in provisions to which I refer in more detail below) there is a requirement that every house in multiple occupation must be licensed. The appellant is the owner of a house in multiple occupation, and each of the respondents at the material times occupied a room in the house as the tenant or licensee of the appellant. The house was not licensed as an HMO. Under section 73 of the Act an occupier of accommodation in an unlicensed HMO may apply to a residential property tribunal for a rent repayment order, and, if certain conditions are satisfied, the RPT may order the landlord to repay to the applicant such amount of the rent paid in the 12 months immediately preceding the application as may be specified in the order. Under section 74 the amount to be repaid is to be such amount as the tribunal considers reasonable in the circumstances, and in determining what amount would be reasonable the tribunal is required to have regard in particular to certain specified matters.

2. The respondents applied to the RPT for a rent repayment order, and in its decision of 2 May 2011 the RPT made an order in their favour for the repayment of 100% of the rent that each of them had paid in the 12 months preceding the application. The amounts totalled 15,423.63. The appellant appeals, with permission that I granted, raising a number of matters in relation to the lawfulness of the tribunals order. The statutory provisions

3. Under section 61 of the Act (as read with section 55) every HMO which falls within any relevant description of HMO must be licensed. Application for a licence is to be made to the local housing authority under section 63, and the authority may grant or refuse a licence (section 64). Before granting a licence the authority must (under section 64) be satisfied about a number of matters, including that the house is suitable for multiple occupation, that the licence holder is a fit and proper person to be the licence holder, that the proposed manager of the house is a fit and proper person for that purpose, and that the proposed management arrangements are otherwise satisfactory. Under section 67 a licence may include such conditions as the local housing authority consider appropriate for regulating the management, use and occupation of the house and its condition and contents. Section 61(1) provides that a person commits an offence if he is a person having control of or managing an HMO which is required to be licensed but is not licensed. Under subsection

(7) such person is liable on summary conviction to a fine not exceeding 20,000.

4. Sections 73 and 74 make provision about rent repayment orders as follows: 73 Other consequences of operating unlicensed HMOs: rent repayment orders

(1) For the purposes of this section an HMO is an unlicensed HMO if

(a) it is required to be licensed under this Part but is not so licensed, and

(b) neither of the conditions in subsection

(2) is satisfied.

(2) The conditions are

(a) that a notification has been duly given in respect of the HMO under section 62(1) and that notification is still effective (as so defined by section 72(8));

(b) that an application for a licence has been duly made in respect of the HMO under section 63 and that application is still effective (as so defined).

(3) No rule of law relating to the validity or enforceability of contracts in circumstances involving illegality is to affect the validity or enforceability of

(a) any provision requiring the payment of rent or the making of any other periodical payment in connection with any tenancy or licence of a part of an unlicensed HMO, or

(b) any other provision of such a tenancy or licence.

(4) But amounts paid in respect of rent or other periodical payments payable in connection with such a tenancy or licence may be recovered in accordance with subsection

(5) and section 74.

(5) If

(a) an application in respect of an HMO is made to a residential property tribunal by the local housing authority or an occupier of a part of the HMO, and

(b) the tribunal is satisfied as to the matters mentioned in subsection

(6) or (8), The tribunal may make an order (a rent repayment order) requiring the appropriate person to pay to the applicant such amount in respect of the housing benefit paid as mentioned in subsection (6)(b), or (as the case may be) the periodical payments paid as mentioned in subsection (8)(b), as is specified in the order (see section 74(2) to (8)).

(6) If the application is made by the local housing authority, the tribunal must be satisfied as to the following matters

(a) that, at any time within the period of 12 months ending with the date of the notice of intended proceedings required by subsection (7), the appropriate person has committed an offence under section 72(1) in relation to the HMO (whether or not he has been charged or convicted),

(b) that housing benefit has been paid (to any person) in respect of periodical payments payable in connection with the occupation of a part or parts of the HMO during any period during which it appears to the tribunal that such offence was being committed, and

(c) that the requirements of subsection

(7) have been complied with in relation to the application.

(7) Those requirements are as follows

(a) the authority must have served on the appropriate person a notice (a notice of intended proceedings)

(i) informing him that the authority are proposing to make an application under subsection (5),

(ii) setting out the reasons why they propose to do so,

(iii) stating the amount that they will seek to recover under that subsection and how that amount is calculated, and (iv) inviting him to make representations to them within a period specified in the notice of not less than 28 days;

(b) that period must have expired; and

(c) the authority must have considered any representations made to them within that period by the appropriate person.

(8) If the application is made by an occupier of a part of the HMO, the tribunal must be satisfied as to the following matters

(a) that the appropriate person has been convicted of an offence under section 72(1) in relation to the HMO, or has been required by a rent repayment order to make a payment in respect of housing benefit paid in connection with occupation of a part or parts of the HMO.

(b) that the occupier paid, to a person having control of or managing the HMO, periodical payments in respect of occupation of part of the HMO during any period during which it appears to the tribunal that such an offence was being committed

in relation to the HMO, and

(c) that 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.

(9) Where a local housing authority serve a notice of intended proceedings on any person under this section, they must ensure

(a) that a copy of the notice is received by the department of the authority responsible for administering the housing benefit to which the proceedings would relate; and

(b) that the department is subsequently kept informed of any matters relating to the proceedings that are likely to be of interest to it in connection with the administration of housing benefit.

(10) In this section the appropriate person, in relation to any payment of housing benefit or periodical payment payable in connection with occupation of a part of an HMO, means the person who at the time of the payment was entitled to receive on his own account periodical payments payable in connection with such occupations; housing benefit means housing benefit provided by virtue of a scheme under section 123 of the Social Security Contributions and Benefits Act 1992 (c4); occupier, in relation to any periodical payment, means a person who was an occupier at the time of the payment, whether under a tenancy or licence or otherwise (and occupation has a corresponding meaning); periodical payments means periodical payments in respect of which housing benefit may be paid by virtue of regulation 10 of the Housing Benefit

(General) Regulations 1987 (SI 1987/1971) or any corresponding provision replacing that regulation.

(11) For the purposes of this section an amount which

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

(b) is not an amount of housing benefit, is to be regarded as an amount paid by the occupier in respect of that periodical payment. 74 Further provision about rent repayment orders

(1) This section applies in relation to rent repayment orders made by residential property tribunals under section 73(5).

(2) Where, on an application by the local housing authority, the tribunal is satisfied

(a) that a person has been convicted of an offence under section 72(1) in relation to the HMO, and

(b) that housing benefit was paid (whether or not to the appropriate person) in respect of periodical payments payable in connection with occupation of a part or

parts of the HMO during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO, the tribunal must make a rent repayment order requiring the appropriate person to pay to the authority an amount equal to the total amount of housing benefit paid as mentioned in paragraph (b). This is subject to subsections (3),

(4) and (8).

(3) If the total of the amounts received by the appropriate person in respect of periodical payments payable as mentioned in paragraph

(b) of subsection

(2) (the rent total) is less than the total amount of housing benefit paid as mentioned in that paragraph, the amount required to be paid by virtue of a rent repayment order made in accordance with that subsection is limited to the rent total.

(4) A rent repayment order made in accordance with subsection

(2) may not require the payment of any amount which the tribunal is satisfied that, by reason of any exceptional circumstances, it would be unreasonable for that person to be required to pay.

(5) In a case where subsection

(2) does not apply, the amount required to be paid by virtue of a rent repayment order under section 73(5) is to be such amount as the tribunal considers reasonable in the circumstances. This is subject to subsections

(6) to (8)

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

(a) the total amount of relevant payments paid in connection with occupation of the HMO during any period during which it appears to the tribunal that an offence was being committed by the appropriate person in relation to the HMO under section 72(1);

(b) the extent to which that total amount

(i) consisted of, or derived from, payments of 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 72(1) in relation to the HMO;

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

(e) where the application is made by an occupier, the conduct of the occupier.

(7) In subsection

(6) relevant payments means

(a) in relation to an application by a local housing authority, payments of housing benefit or periodical payments payable by occupiers;

(b) in relation to an application by an occupier, periodical payments payable by the occupier, less any amount of housing benefit payable in respect of occupation of the part of the HMO occupied by him 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 a local housing authority) is in respect of any time falling outside the period of 12 months mentioned in section 73(6)(a); or

(b) (where the application is made by an occupier) is in respect of any time falling outside the period of 12 months ending with the date of the occupiers application under section 73(5); and the period to be taken into account under subsection (6)(a) above is restricted accordingly.

(9) Any amount payable to a local housing authority under a rent repayment order

(a) does not, when recovered by the authority, constitute an amount of housing benefit recovered by them, and

(b) until recovered by them, is a legal charge on the HMO which is a local land charge. (10) For the purpose of enforcing that charge the authority have the same powers and remedies under the Law of Property Act 1925 (c 20) and otherwise as if they were mortgagees by deed having powers of sale and lease, and of accepting surrenders of leases and of appointing a receiver. (11) The power of appointing a receiver is exercisable at any time after the end of the period of one month beginning with the date on which the charge takes effect. (12) If the authority subsequently grant a licence under this Part or Part 3 in respect of the HMO to the appropriate person or any person acting on his behalf, the conditions contained in the licence may include a condition requiring the licence holder

(a) to pay to the authority any amount payable to them under the rent repayment order and not so far recovered by them; and

(b) to do so in such instalments as are specified in the licence. (13) If the authority subsequently make a management order under Chapter 1 of Part 4 in respect of the HMO, the order may contain such provisions as the authority consider appropriate for the recovery of any amount payable to them under the rent repayment order and not so far recovered by them. (14) Any amount payable to an occupier by virtue of a rent repayment order is recoverable by the occupier as a debt due to him from the appropriate person. (15) The appropriate national authority may by regulations make such provision as it considers appropriate for supplementing the provisions of this section and section 73, and in particular

(a) for securing that persons are not unfairly prejudiced by rent repayment orders (whether in cases where there have been over-payments of housing benefit or otherwise);

(b) for requiring or authorising amounts received by local housing authorities by virtue of rent repayment orders to be dealt with in such manner as is specified in the regulations. (16) Section 73(10) and

(11) apply for the purposes of this section as they apply for the purposes of section

73. The facts

5. The facts are to be derived from the LVTs decision and the statements put in by Mr Parker and by Mr Waller, on behalf of himself and three of the other respondents, and the documents that they produced. Applications were made to the RPT by each of the respondents on 4 February 2011 under section 73 for rent repayment orders in respect of the occupation of their respective rooms at the property known as 85 Victoria Road North, Southsea. There is no dispute that the property was at all material times an HMO for the purposes of the provisions of Part 2 of the Act and that the conditions for making a rent repayment order were satisfied. The applications were determined without a hearing.

6. Mr Parker submitted a statement to the RPT in which he acknowledged that he had failed to licence the property and had failed to attend a magistrates court hearing on 15 November 2010. (A notice of fine and collection order was sent to him from East Hampshire Magistrates Court on 22 November referring to his conviction on that date for an offence described as Controller/manager of house in multiple occupation act without licence under s 6(1). The order was for 786, consisting of a fine of 525, victim support payment of 15 and costs of 246.) Mr Parker acknowledged that he had received written communications from Portsmouth City Council requesting that he make application to license the premises under the councils HMO registration scheme. He said that he had licensed the property under previous registration schemes in 1996 and 2002. Although he had earlier questioned whether the property was licensable under the present scheme, he accepted that it must be licensed, and he had made an application to the council for a licence on 21 January 2011.

7. Mr Parker said that his understanding was that the tenants were entitled to claim back part of the rent that they had paid for the period between the conviction of the offence of failing to licence the property and submission of the application for a licence. Those dates were 15 November 2010 and 21 January 2011. During that period the tenants suffered no loss of services at the property and were under no risk of harm to their person or property. All tenants at the property paid rent on an all inclusive basis, which meant, he said, that he paid for council tax, water rates, gas and electricity. He suggested that the cost of these should be excluded from the rents when calculating any amount to be returned to the tenants.

8. Mr Parkers statement to the RPT went on to say that he had been a property professional for 23 years and that he recognised that he had been foolish in allowing the matter to have proceeded to a conviction despite his concern as to the licensability of the property. (Under the councils scheme only properties of three storeys or more are licensable, and Mr Parker had contended that neither the basement, used by the occupiers for storage, nor the rear mezzanine level was a storey for this purpose.) He accepted that he should have replied promptly to the correspondence he had received. Extreme pressure of work and a complicated home life as a single parent caring for two teenagers had taken its toll and he had simply buried his head as far as the matter was concerned. He considered that he had been properly punished by the fine and the order for costs and through the adverse publicity that the matter had had on his otherwise exemplary reputation, his prosecution having been displayed twice in the local paper, to his great humiliation. To punish him further by way of providing the tenants with an unwarranted windfall seemed to him to be beyond what was reasonable in the circumstances.

9. Mr Parker said that he had subsequently handed over all aspects of management of the property to Bernards Estate Agents Ltd, who would be the managing agents and HMO licence holder. There would in consequence be an added cost burden in terms of ongoing management fees. He said that he left it to the RPT to determine what level of rent repayment the tenants should enjoy, taking account of what he had stated. He provided a schedule of the rents and expenses for each tenant for the period 15 November 2010 to 21 January 2011. The schedule showed the costs of gas, electricity, council tax and water to be 589 per month or 3.23 per day for each of the six tenants, and it set out the net rents for the period after allowing for this.

10. On behalf of the tenants Mr Waller provided a statement to the RPT in which he chronicled aspects of unsatisfactory management on Mr Parkers part. They included a period of 90 days in 2008 when the heating and hot water boiler was out of action. The RPTs decision

11. In its decision the RPT, having set out some of the provisions of sections 73 and 74, identified particular points on which, it said, it had to make specific findings. It went on to consider these as follows: 11. Was the HMO licensed? Mr Parkers statement dated 4 March 2011 acknowledges that he failed to licence the property as required by the Act. He does not suggest that at any time for which a repayment may be ordered, it was licensed. We were satisfied therefore that at no material time for our purposes was the HMO licensed.

12. Is Mr Parker the appropriate person? He does not deny that he is. In some of the cases before us there are tenancy agreements which show that he was either the sole or a joint landlord. He does not deny receipt of rent from each of the Applicants. We are satisfied that he is the appropriate person.

13. Has he been convicted of an offence under section 72? He accepts in his statement that he has been convicted of an offence of failing to licence the premises as an HMO, this being the offence under section 72 which is the basis on which a repayment order can be made. We are accordingly satisfied that he has been so convicted.

12. The RPT then went on to consider 14. What periodical payments have been made? On the material before it, it concluded that each applicant, except Ms McKimm, Mr Rowland and Ms Fraser, had complete 12 month periods up to 4 February 2011 (the date of the applications) during which payments had been made that might be the subject of a rent repayment order, while those three were in each case limited to the period of the tenancy.

13. Finally the RPT addressed the question: 15. What is a reasonable repayment having regard to subsection (6)? In relation to this it said: (a) We have no evidence that any of these rental payments derived wholly or partly from housing benefit; no evidence that Mr Parker did not actually receive the rental payments, whether solely or jointly; we have already found that he was convicted of an offence under section 72; we find nothing in relation to the conduct of any of the Applicants to adversely affect the amount of any repayment.

(b) As regards the conduct and financial circumstances of Mr Parker he says that he has been a property professional for 23 years and has been foolish in allowing the matter to proceed to conviction; he pleads extreme pressure of work and complicated home life and that he has already been punished by the court and by

adverse publicity and should not be punished further by the tenants receiving what he calls an unwarranted windfall.

(c) In his statement he refers to the fact, which we accept, that out of rents received he has had to pay utility costs. We do not find that that is a matter of his conduct or financial circumstances. The Act does not differentiate between rent payments which are purely rent and rent payments which may include utility costs.

(d) While we accept that Mr Parker has been punished by the court and has probably received adverse publicity, it is plainly the intention of Parliament that the sanctions for failing to licence an HMO should go further. We found no reason to limit the repayment orders to less than the full amount as calculated in the decision, figures which we found to be reasonable in each case.

14. The RPT accordingly made the repayment orders for 100% of the monthly rent that each tenant had paid as follows:

(i) Mr Waller, Mr Hobbs and Mr Philp from 4 February 2010 to 4 February 2011;

(ii) Ms McKimm for the period 2 July 2010 to 2 February 2011;

(iii) Mr Rowland for the period 10 July 2010 to 4 February 2011;

(iv) Ms Fraser for the period 26 August 2010 to 26 January 2011. Permission to appeal

15. In granting permission to appeal against the RPTs decision I said : There is a realistic prospect of success on the ground that the RPTs conclusion that there was no reason to limit the repayment orders to less than the full amount of the rents was not a lawful exercise of its discretion. There are clear arguments, firstly, that to approach the exercise of the power by asking whether there were any reasons to limit the repayment orders to less than the full rent was wrong in principle; and, secondly, that the matters that a tribunal may take into account under section 74(5) are not limited to those that are particularised in subsection (6), so that the RPT was wrong to exclude consideration of the landlords costs. The appellants case

16. Mr Parker, as he was entitled to do, advanced a number of contentions in addition to the two matters that I had referred to in granting permission to appeal. Firstly he said that the RPT had been wrong to reject his argument that the repayment period did not commence until the date of his conviction under section 72(1). He said that the period during which the offence of failing to license the property as an HMO occurred was unclear to him. He had previously registered the property as an HMO on 15 April 2002, and at no time had he been informed that the licence had been revoked. There was no terminal date on the licence. The first communication from the council suggesting that a new HMO licence was required was not received until 13 May 2010. His contention was that the property did not become unlicensed until the magistrates had convicted him. He was not aware that he was committing any offence until he received the order to pay the fine.

17. Secondly, Mr Parker said, the RPT had been wrong to award the tenants 100% recovery of the rent that they had paid. There had been no application of the test of reasonableness to take account of his financial circumstances; and the repayments were a windfall for the tenants. There had been no reference in the RPTs decision to any lack of repair of the premises or to any misconduct on his part. The purpose

of the power to order repayment was, he said, to ensure that a landlord did not profit from his wrongdoing in failing to license the premises, and he referred to a statement to this effect by the government spokesman in the House of Lords, during the committee stage of the Bill in 2004. Therefore, he said, it was wrong for the RPT to have included in the repayment amount the costs that he had incurred in relation to gas, electricity, council tax and water. While the magistrates had been entitled to impose a fine of up to 20,000, they had in fact fined him 525, and the amount of the repayment order, 15,423.63, did not bear any relation to this. He referred to three decisions of Midland area RPTs, where repayment orders of 5, 30% and 50% respectively had been made. Finally he said that no indication had been given as to any time within which the repayments were to be made.

18. Mr Waller filed a statement to the Tribunal on 28 November 2011, a further letter

(undated) to the Registrar and a bundle of documents for the hearing. He said that he lived at 85 Victoria Road North for 23 years. For the final 15 years the property had been owned by Mr Parker. The property had been let as individual rooms with shared kitchen, bathroom and dining room facilities. Due to the extensive disrepair to the property and harassment by the landlord he had been re-housed by the council on 6 June 2011, and the other residents of the property had also moved out. Mr Waller produced a number of documents that, he suggested, showed that Mr Parker's conduct had been far from exemplary. They included copies of three notices served by Portsmouth City Council on Mr Parker as the person responsible for the management of the house. The first was a notice dated 8 October 2004 under section 372 of the Housing Act 1985 to execute works to remedy neglect of management of a house in multiple occupation. It required the carrying out of all works necessary to put the gas fired central heating boiler into proper working order. The second notice was an improvement notice dated 7 May 2010 under section 12 of the 2004 Act identifying 8 category 2 hazards that were said to exist on the premises, including damp and mould growth and other matters, and requiring remedial action to be taken. The third notice was an interim management order made on 21 January 2011 under section 102(2) of the 2004 Act requiring Mr Parker to hand over the management of the premises to the council on 19 February 2011 for a period of one year. Mr Waller said that Mr Parker was the managing director of Bernards Estate Agents, who acted as letting agents and, he believed, managed many properties. He therefore submitted that as a professional managing agent Mr Parker should be fully conversant with the Housing Act and relevant regulations.

19. At the hearing Mr Waller said that he relied on his statement and these documents. He added that about two years ago he had contacted the council's housing standards officer on behalf of himself and the other tenants to complain about outstanding repairs. When the officer visited the property she noticed that the basement contained spare beds and armchairs. Mr Waller said that he had had the use of the basement under his tenancy. In addition one of the floors of the premises was up three steps, so that there were four floors. Mr Parker might have had a licence for two floors, but he did not have a licence for four floors. As managing director of a firm of local letting agents he ought to have known that a new licence was needed. In making the order that it did the RPT had had regard to the disrepair of the property that had been going on for many years. Discussion

20. Any consideration of the exercise of the RPTs power to make a rent repayment

order in favour of an occupier must in my view start from an identification of the purpose for which the power is given. Section 74(5) provides that the amount to be paid to an occupier by virtue of such an order is to be such amount as the tribunal considers reasonable in the circumstances. Under subsection

(6) the tribunal must in particular take account of five specified matters. What amount, taking account of those matters, would be reasonable can only be determined in the light of the purpose underlying the provisions, and this is nowhere stated. Is the purpose to punish the landlord by adding a second financial penalty to the one to which he is liable in respect of the offence under section 72(1)? Is it to deprive him of some or all of the profit that he made from the letting during the 12 months preceding the date of the tenants application to the RPT (see section 74(8))? Is it to provide the tenant with a statutory substitute for any common law right he might have to treat the rent as not payable as having been agreed under an illegal contract? Is it to compensate the tenant for having paid rent to occupy premises that were unprotected by an HMO? Clearly, what amount would be reasonable in the circumstances might be very different if the purpose was one of these rather than the others.

21. In the absence of any express indication the purpose of the power is to be sought in the provisions themselves. I have set out in full sections 73 and 74. They are lengthy provisions, made more difficult to follow by the fact that they provide, in different terms, for two types of RRO on the one hand in favour of a housing authority in respect of housing benefit and on the other in favour of an occupier in respect of periodical payments (to which I am referring as rent). The power to make an RRO is contained in section 73(5), which relates both to applications made by a housing authority in respect of housing benefit and to applications made by an occupier in respect of rent. It provides that, if the conditions relating to applications by a housing authority and or to those relating to applications by an occupier (subsections

(6) and (8)) are satisfied the tribunal may make an order. There is then a divergence between the two types of RRO in section 74, which makes further provision for such orders.

22. Claims by housing authorities are dealt with in section 74(2), which provides that, if conditions relating to conviction and the payment of housing benefit are satisfied, the tribunal must make a rent repayment order equal to the total amount of housing benefit paid. Subsection

(4) then provides that such an RRO may not require the payment of any amount which the tribunal is satisfied that, by reason of exceptional circumstances, it would be unreasonable for that person to pay.

23. By contrast the amount payable by virtue of an RRO in favour of an occupier is, under section 74(5) to be such amount as the tribunal considers reasonable in the circumstances. Subsection

(6) then requires the tribunal to take into account for this purpose in particular the five matters that it sets out. They include the conduct and financial circumstances of the landlord (matter (d)) and the conduct of the occupier (matter (e)). (Puzzlingly

(e) is prefaced by the words where the application is made by an occupier: but under sections 73(5) applications can only be made by a local housing authority or

an occupier, and under section 74(5) that subsection and subsection

(6) apply in cases where the application is one that is not made by a local housing authority. All the subsection

(6) matters, it would appear, thus apply, and apply only, where the application is by an occupier.)

24. The contrast between what the RPT may or must order in respect of the two types of RRO is marked. In the case of an application by a housing authority it is obliged to make an order for the full amount of housing benefit unless by reason of exceptional circumstances this would be unreasonable. In the case of an application by an occupier, on the other hand, the amount to be repaid under the RRO is the amount that is reasonable in the circumstances, and the circumstances include the conduct and means of the landlord and the conduct of the tenant. The underlying purpose of the provisions as they relate to housing authorities is reasonably clear. As a matter of public policy it is considered unacceptable that a landlord should receive any of the proceeds of housing benefit when he has failed to obtain an HMO licence, so that he is required to repay the full amount that he has received. No such clarity attaches to the provisions as they relate to an occupier. Moreover subsections

(3) and

(4) of section 73 are to be noted. Subsection

(3) disapplies any rule of law that might make the payment of rent or any other provision of a tenancy or licence invalid or unenforceable by reason of illegality; and subsection

(4) goes on to provide that amounts paid as rent may be recovered under the RRO provisions. Those provisions could have a purely mechanical purpose to enable the RRO provisions to operate free from rules of law relating to contracts tainted by illegality or they could suggest that the purpose of occupier RROs is to produce some fair substitute for the effect of those rules, or they may have some other or additional purpose.

25. The purpose of occupier RROs remains obscure after considering the provisions of sections 73 and 74, and in my judgment it is appropriate to seek assistance in resolving the ambiguity in section 74(5) by applying the rule in [Pepper v Hart \[1993\] AC 593](#). It appears that the provisions were inserted by Government amendment on the Third Reading of the Bill in the House of Lords; and HL Hansard 3 Nov 04 vol 666 col 329 records the Government spokesman, Lord Bassam of Brighton, as explaining them as follows: The amendments recognise the widespread concern expressed about the practical application of the provisions, in particular, the absence of clear decision-making procedures and responsibilities, as well as the potential retaliatory action by landlords for occupants withholding rent. We all agreed on Report that those potential problems could be solved by amending existing provisions to produce the effect that rent is payable but that a landlord who receives rent while operating an unlicensed HMO or other rented property could be liable to a penalty equivalent to any rent received during the period of the offence. The residential property tribunal will be given the power to make a rent repayment order, imposing that penalty where it determines that an offence has been committed under Clauses 72(1) or 93(1) A local housing authority will be

entitled to make an application for such an order where it discovers that a landlord or managing agent is committing an offence and where housing benefit has been paid to that landlord during any period when such an offence was being committed. Such applications would not be restricted to cases where prosecution had been brought under Clause 72 or 93, but could also take place where the RPT was satisfied that an offence had been committed. Tenants would also be permitted to make an application to the RPT for a rent repayment order where an order had already been granted to the local housing authority in respect of the same property, or where the landlord had been convicted of the offence. Such rent will be recoverable as an ordinary civil debt. The sanction proposed will help prevent a landlord from profiting from renting properties illegally, including cases where that would be at the expense of the public purse through housing benefit. It will also provide a civil sanction through the residential property tribunal for cases where potentially slow and resource-intensive action through the courts is impractical or not considered appropriate.

26. It can be concluded from this statement that the occupier RRO provisions have a number of purposes to enable a penalty in the form of a civil sanction to be imposed in addition to the fine payable for the criminal offence of operating an unlicensed HMO; to help prevent a landlord from profiting from renting properties illegally; and to resolve the problems arising from the withholding of rent by tenants (sc on the basis of illegality). What amount it would be reasonable in the circumstances for an RPT to order to be repaid under an RRO must be considered in relation to these purposes. The following points, in my view, should be borne in mind:

(i) Since the RRO provisions are in their nature penal, an RPT must be satisfied on every matter that is determinative of the tenants entitlement to an order or its amount. It must be satisfied of the matters set out in section 73(8), and it must take into account the particular matters set out in section 74(6) as well as any other matters that may be material.

(ii) 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.

(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.

(iv) Paragraph

(a) of section 74(6) requires the RPT to take into account the total amount of rent received during any period during which it appears to it that the offence was being committed. It needs to do that because the RRO can only be made in respect of rent received during that period. It is limited to the period of 12 months ending with the date of the occupiers application (see section 74(8)). But the RPT ought

also to have regard to the total length of time during which the offence was being committed, because this bears upon the seriousness of the offence.

(v) The fact that the tenant will have had the benefit of occupying the premises during the relevant period is not, in my judgment a material consideration or, if it is material, one to which any significant weight should be attached. This is because it is of the essence of an occupiers RRO that the rent should be repaid in respect of a period of his occupation. While the tenant might be viewed as the fortunate beneficiary of the sanction that is imposed on the landlord, it is only misconduct on his part (see paragraph(e)) that would in my view justify the reduction of a repayment amount that was otherwise reasonable.

(vi) Payments made as part of the rent for utility services count as part of the periodical payments in respect of which an RRO may be made. But since the landlord will not himself have benefited from these, it would only be in the most serious case that they should be included in the RRO.

(vii) Paragraph

(d) requires the RPT to take account of the conduct and financial circumstances of the landlord. The circumstances in which the offence was committed are always likely to be material. A deliberate flouting of the requirement to register will obviously merit a larger RRO than instances of inadvertence although all HMO landlords ought to know the law. A landlord who is engaged professionally in letting is likely to be more harshly dealt with than the non-professional.

27. I turn to consider the RPTs decision in the present case. Under section 73(8)(b) the RPT must be satisfied that the occupier paid rent during a period during which an offence under section 72(1) was being committed. An RRO may only be made in respect of rent paid during that period (see section 73(5)), and it is limited to the 12 months ending with the occupiers application to the RPT (see section 74(8)). It may not be made for any period after an application for an HMO licence under section 63 has been made (see section 73(1) and (2)). Mr Parker contended that an RRO could only be made for the period between the date of his conviction under section 72(1) (15 November 2010) and the date when he applied for a licence (21 January 2011). In respect of three of the tenants the RPT made RROs for rent paid during the period from 4 February 2010 to 4 February 2011; for the other three tenants the periods started later, and they ended respectively on 26 January 2011, 2 February 2011 and 4 February 2011 (see paragraph 14 above).

28. In his statement to the RPT Mr Parker said that he had applied for the necessary HMO licence on 21 January 2011, and although he did not produce a copy of his application there was no challenge on the part of Mr Waller to this assertion. In treating the period as ending on 4 February 2011 (the date of the applications to the RPT) or other dates after 21 January 2011 the RPT was, therefore, in error.

29. Mr Parker is clearly wrong, however, in asserting that the period could only run from the date of his conviction (15 November 2010). The relevant period (under section 73(8)(b)) is that during which the offence of which he was convicted was being committed. The RPT, however, did not make a finding as to when the period commenced. It could not have done so on the basis of the material before it. It simply said (see paragraph 11 above): Mr Parkers statement dated 4 March 2011 acknowledges that he failed to licence the property as required by the Act. He does

not suggest that at any time for which a repayment may be ordered, it was licensed. We were satisfied therefore that at no material time for our purposes was the HMO licensed. The RPT was not entitled, in my judgment, to make such a finding. Mr Parkers contention was that the material time began with his conviction. That was wrong, but, given that that was his contention, the RPT could not properly have drawn any inference from the fact that he did not suggest that the property was licensed at any particular time.

30. In his application for permission to appeal and at the hearing before me, as I have said, Mr Parker said that he had previously registered the property as an HMO on 15 April 2002, and at no time had he been informed that the licence had been revoked. There was no terminal date on the licence. The first communication from the council suggesting that a new HMO licence was required was not received until 13 May 2010. He did not, however, produce the 2002 licence or the communication from the council. Nor did he seek to explain how the HMO provisions operated in Portsmouth before and after the 2004 Act, even though these were matters that, as a landlord of HMO property, and particularly as an estate agent engaged in the letting of such property, he ought to have known about.

31. Mr Parkers second contention was that the RPT had been wrong to award the tenants 100% of what they had paid by way of rent. In doing so, he said, it had failed to apply the test of reasonableness, in particular by failing to take account of his financial circumstances, the fact that the repayments would be a windfall for the tenants, the absence of any finding of misconduct on his part, and the fact that the rent included the cost of gas, electricity, council tax and water. As far as the first of these is concerned no evidence about any limitations in his financial circumstances was produced to the RPT, and there was nothing in this respect for the RPT to take into account. As far as the windfall argument is concerned, I have said above that I do not regard the fact that the tenant will have had the benefit of the accommodation during the relevant period for less than the contractual rent to be a material consideration, or, if it is a material consideration, one to which any significant weight is to be attached.

32. The approach of the RPT was made clear in paragraph 15(d) of its decision. It said that it could find no reason to limit the repayment orders to less than the full amount that could be ordered. It is implicit in this that it treated the Act as providing that an RRO should order the repayment of the maximum amount that could be ordered to be repaid unless there are good reasons to order less than this. That was clearly wrong, in my view, as I have said above. What the RPT was required to do under section 74(5) was to determine an amount that was reasonable in the circumstances. It had to form a judgement, bearing in mind the purpose of the provisions as I have identified them, and having regard to the circumstances, including in particular the matters set out in section 74(6). The power under section 73(5) to make an occupiers RRO in respect of rent is to be contrasted with the duty that is imposed under section 74(2) to make a repayment order in respect of housing benefit that is equal to the full amount of that benefit; and subsection

(5) of section 74 is to be contrasted with subsection (4), which provides that a repayment order in respect of housing benefit may not require the payment of any amount which, by reason of exceptional circumstances, it would be unreasonable for the landlord to pay.

33. Paragraph 15(c) of the decision clearly implies that because Mr Parkers payment of utility costs was not a matter of his conduct or his financial circumstances this was not a material consideration. That, in my judgment, was an error. The matters set out in section 74(6) are not the only potential material considerations. Since the power to make an RRO is a penal power, it must be relevant to have regard to the benefit that the landlord has derived from his illegal conduct as well as considerations that go to his culpability and the seriousness of the offence itself.

34. Mr Parkers final contention was that the RPT was wrong not to have given an indication as to any time within which the repayments were to be made. The short answer to this is that the tribunal had no power to order a staged or delayed repayment. Interim decision

35. In view of my conclusions in paragraphs 28, 30, 32 and 33 the appeal must be allowed. The RPT was in error

(a) In making repayment orders for periods after 21 January 2011 (the date of Mr Parkers application for a licence);

(b) In finding that the property was not licensed at any material time;

(c) In determining what repayment amount was reasonable in the circumstances on the basis that a repayment of the maximum amount should be made unless there were reasons for not doing so; and

(d) In treating as immaterial the amounts included in respect of utility costs and council tax in the rents paid by the tenants.

36. I have considered in the light of these conclusions whether the case should be remitted to the RPT, but the better course appears to me to be that I should re-take the decision in the light of any further material that the parties may now see fit to put before me in the light of what I have said. Any statements or submissions, together with any documents relied on, must be sent to the Tribunal and copied to the other party within 28 days of the date of this decision. I think it unlikely that a further hearing will be required, but I will consider any request that either party may make about this. Dated 29 August 2012 George Bartlett QC, President
ADDENDUM

37. The parties sent representations as they were invited to by the previous paragraph. I have considered these together with the material already before me for the purpose of determining the amounts to be included in the RRO in relation to each tenant. I approach the determination bearing in mind the considerations which I set out in paragraph 26. They include the specific requirements contained in section 74(6) the fact that Mr Parker was convicted under section 72(1), his conduct and financial circumstances and the conduct of the occupiers.

38. Mr Waller has referred a number of ways in which he asserts that Mr Parker acted badly as a landlord. They include intimidation and harassment and failure to implement vital repairs, in particular failures to mend the central heating boiler, which was out of action for periods in 2004 and 2008, and to carry out various works of repair, which resulted in an improvement notice and an interim management order being served on Mr Parker in May 2010.

39. I do not think that conduct on the part of the landlord that is unrelated to the offence under section 72(1) that underlies the RRO could entitle the tribunal to increase the amount of the RRO above the level that would otherwise be justified. To do so would be to punish the landlord for matters that form no part of the offence. Mr Parkers offence consisted in the fact that he was a person having control of an HMO which was required to be licensed but was not so licensed. I am not satisfied that the matters of which Mr Waller complains are related to the failure to license the premises. It might on the other hand be open to a landlord to rely on material showing that in all respects other than the failure to license the premises he had been a model landlord. That could constitute mitigation in accordance with the principles that generally apply in sentencing. There is nothing, however, that would suggest to me that the amount of the RRO should be reduced on this ground. It is, therefore, only Mr Parkers conduct in relation to his failure to obtain a licence that requires to be considered. Of obvious relevance to this is the fact that he is an estate agent, actively engaged in the management of domestic property. He was well aware of the need to obtain a licence for any premises that constituted an HMO, and indeed he says that under the previous licensing schemes the premises had been licensed. For a time Mr Parker had contended that under the new scheme the premises were not three-storey premises and so were not licensable. While I accept that he initially advanced the contention believing it to be right, he would have been aware that if he was wrong he was committing an offence in letting unlicensed premises. He showed no urgency, as a professional in his position should have done, in seeking to sort the matter out. He failed to respond promptly to letters from the council. Even though he was sent notice of his conviction and fine on 22 November 2010 it was not until 21 January 2011 that he applied for a licence. He told the RPT that extreme pressure of work and a complicated home life as a single parent caring for two teenage children had taken its toll and he had simply buried his head as far as the matter was concerned. I do not accept that this is any mitigation. He was simply insufficiently concerned to do what he was required by law to do and apply for a licence.

40. Mr Parker asks me to take into account his financial circumstances, but only on the basis that these are not divulged to his tenants. It has been made clear to him that I cannot consider his financial circumstances on this basis. Were I to reduce the amount of the RRO because of these, the tenants would be entitled to know the facts that had led me to do so, not simply so that they understood the reasons for my decision but so that they could consider whether to seek permission to appeal against it. There is therefore nothing before me that I can take into account in this respect. As far as the conduct of the tenants is concerned I see nothing that would cause me to reduce the amount of the RRO to be made.

41. As I noted in paragraph 27 the RRO in the present case could only be made in respect of rent for the period before 21 January 2011, when Mr Parker made application for an HMO licence. The relevant period in the case of each tenant is thus between the date shown in the table below and 21 January 2011, and the amounts paid are those that are set out. The table also shows each of these amounts as a percentage of the total rents over the period. Tenant Period start Rate per month Rent paid during period %ge of total rent Mr Waller 4 Feb 2010 260 3,000.33 20.28% Mr Hobbs 4 Feb 2010 285 3,288.82 22.23% Miss McKimm 2 July 2010 300 2,002.19 13.53% Mr Rowland 10 July 2010 285 1,827.12 12.35% Miss Fraser 26 Aug 2010 285 1,386.74 9.37% Mr Philp 4 Feb 2010 285 3,288.82 22.23% 14,794.02 (total)

42. The RPT ordered the repayment of the whole of the rents received. Mr Parker says that the amounts that he had to pay out of these gross rents in respect of his mortgage, insurance, gas, electricity, water, council tax and cleaning should be brought into account. These totalled, according to him, 13,550, of which 5,904 was mortgage costs. I consider that it would not be appropriate to impose upon him an RRO amount that exceeded his profit in the relevant period. Mr Waller says that the cleaning charges are unreasonable as he had to do much of the cleaning himself, but the amount does not seem to me to be such that I should discount it. However, it appears that, although Mr Parker bought the house in 1996, the costs of the mortgage relate to a mortgage that was taken out relatively recently, as he says that he is in negative equity. I am not satisfied, therefore, that the mortgage costs should be brought into the reckoning. If these are deducted from the total costs the resulting figure is 7,646; and if this amount is deducted from the total rents, 14,494, the resulting figure of 7,148 seems to me to be a fair representation of the profit that he derived from the lettings over the relevant period. The fine that he paid plus costs amounted to 786, and taking account of this the amount that he was left with was 6,362.

43. In view of Mr Parker's obvious culpability as a professional engaged in the letting of residential property it would in my judgment be reasonable that the amount that he should have to pay to the tenants under the RRO is 75% of his profit less the amount of the fine plus costs, ie 4,771. Dividing this between the tenants on the basis of the percentages in the above table, the amount to be repaid to each tenant is as follows: Mr Waller 967 Mr Hobbs 1060 Miss McKimm 645 Mr Rowland 589 Miss Fraser 447 Mr Philp 1060

44. The above amounts must be paid to the tenants. Mr Parker asks that he should be given time to make such payments as he may be ordered to make, but I have no power to direct this. Dated 26 November 2012 George Bartlett QC, President

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****© CROWN COPYRIGHT 2020**

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 repay 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 236D 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 its 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 reminded 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 bath 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	£3,085 and £1,866	Pre-dates the tenancy
15	Roof repairs December 2018	£2,800	Freeholder’s responsibility
16	New plaster board in 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	£93.85 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	£5,834 [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 assured 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 3.3 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 8) 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 had been a customer of this supplier from some years and they had his old address.
39. The respondent agree 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, rather than the sum 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 that 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 considerations 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 appellant 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. Were I making this decision on a blank sheet of paper, without any prior proceedings in the FTT, I doubt that I would deduct anything from the maximum, in the absence of better evidence about the appellant'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 a rent repayment 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

UPPER TRIBUNAL (LANDS CHAMBER)



UT Neutral citation number: [2020] UKUT 289 (LC)

UTLC Case Number: RRO/10/2020

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007
IN THE MATTER OF AN APPEAL AGAINST A DECISION OF THE FIRST TIER
TRIBUNAL (PROPERTY CHAMBER)

*HOUSING – RENT REPAYMENT ORDER – amount awarded – whether any reason to
award less than the full rent – conduct of the parties – financial circumstances of the landlord*

BETWEEN:

MR CHUNG PUI CHAN

Appellant

and

**MR HARMINDER SINGH BILKHU
MRS KAWALJIT BILKHU**

Respondents

**Re: 267 St Georges Road,
Coventry,
CV1 2DG**

**Judge Elizabeth Cooke
19 October 2020
By Skype for Business**

Ms Francesca Nicholls of Flat Justice for the appellant

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The following cases are referred to in this decision:

Parker v Waller [2012] UKUT 301 (LC)

Vadamalayan v Stewart [2020] UKUT 183 (LC)

Introduction

1. This is Mr Chan’s appeal from the decision of the First-tier Tribunal (“the FTT”) to make a rent repayment order in his favour against his landlord, the second respondent, Mrs Kawaljit Bilkhu. Mr Chan appeals on the basis that the amount awarded was too low.
2. The appeal was heard by remote video platform on 19 October 2020. Ms Francesca Nicholls of Flat Justice represented Mr Chan, and Mr Bilkhu spoke for himself and for Mrs Bilkhu.
3. Because the law has changed since the FTT made its decision, the appeal must succeed and I can set out the Tribunal’s decision relatively briefly.

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. At the date of the signing of the appellant’s tenancy agreement a licensable HMO was one comprising 3 or more storeys, occupied by five or more persons in two or more households (the Licensing of Houses in Multiple Occupation (Prescribed Descriptions) (England) Order 2006); from 1 October 2018 the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 provided that an HMO is licensable if it is occupied by five or more persons living in two or more households, and without a requirement for the house to have 3 or more storeys).

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 at that date gave the FTT jurisdiction to make rent repayment orders and provided that the sum to be paid must be reasonable; he held that the amount of the rent ordered to be repaid should be such as to strip the landlord of his or her profit, and that therefore amounts paid by the landlord for example in making mortgage payments or in meeting obligations to the tenants might be deducted in order to arrive at a reasonable amount.
10. Sections 73 and 74 of the 2004 Act have been repealed so far as England is concerned and now apply only in Wales; in England they have been replaced by the provisions I have just set out, which no longer prescribe that the amount ordered to be repaid should be reasonable. Despite that, the FTT has continued to make rent repayment orders on the basis devised in *Parker v Waller*, in the absence of more recent authority.
11. However, in *Vadamalayan v Stewart* [2020] UKUT 0183 (LC) the Tribunal was able to consider the new provisions. The Tribunal held that even if the approach in *Parker v Waller* had been appropriate under the old law, it was no longer to be followed when ordering a rent repayment order under the provisions of the 2016 Act. In particular, the starting point for a rent repayment order should be the whole of the rent for the relevant period, and the amount ordered should not generally be restricted to the landlord’s profit. The FTT’s practice of routinely deducting amounts that the landlord is paying in order to preserve his own property, such as mortgage payments, or that the landlord is obliged to make in any event under the terms of the lease, is no longer appropriate.

12. That said, the statutory provisions do not limit the matters that the FTT may take into consideration; its attention is directed in particular to the matters listed in section 43(4), set out above.

The factual background

13. There is no appeal or cross-appeal on the facts found by the FTT.
14. The FTT found that the appellant had an assured shorthold tenancy of 267 St George's Road, Coventry from 1 July 2018 for 12 months, and lived there with four others in four households. The FTT found that although the landlord stated on the tenancy agreement was Mr Bilkhu, the first respondent, the registered proprietor of the property was Mrs Bilkhu, the second respondent, and that therefore she was the landlord. It found that throughout the 12 months of the tenancy the property was an HMO which required to be licensed and was not licensed, and that therefore the second respondent committed the offence in section 72(1) of the 2004 Act throughout the year in which the appellant was a tenant.
15. The FTT found that the appellant paid £4,482.50 in rent during the 12 months he stayed at the property.

The order made by the FTT and the appeal

16. The FTT gave consideration to the matters set out in section 43(4). It noted that the landlord had not been convicted of an offence under section 72(1). As to the landlord's financial circumstances, the FTT looked at these in the light of the decision in *Parker v Waller*, which required it to consider the extent of the landlord's profit. It recorded the landlord's evidence that she made mortgage payments of £873 per month, but noted that no documentation had been provided to demonstrate this. It found that the two respondents between them owned approximately 10 properties, two of which were licensed HMOs.
17. In considering the conduct of the landlord the FTT noted that she had no criminal convictions under the housing legislation; it recorded the tenant's evidence that she had failed to respond to some minor disrepair issues. It took the view that she is a professional landlord, but that the failure to obtain a licence in this case was an oversight because the local housing authority had not itself imposed any penalties upon her.
18. The FTT made an order in the sum of £1,494.17 which it said represented on third of the rental profit.

The appeal

19. The appellant appeals on the basis that the order made was inappropriate in light of the authority of *Vadamalayan v Stewart*. That is manifestly correct.

20. The order made by the FTT would have been troubling even absent that authority. It is not possible to understand the basis of the FTT's calculation (the order made was for repayment of one third of the rent, and does not seem to be calculated by reference to the landlord's profit); and it is not known why the FTT thought that the landlord should retain two-thirds of her profit, on the FTT's own account of how the rationale for the sum ordered, in view of the fact that the second was found to be a professional landlord.
21. However, in any event the order made was determined on a basis that had been customary under the 2004 Act on the authority of *Parker v Waller*, but is unsustainable under the 2016 Act. The respondents, being unrepresented, did not put forward any legal argument to challenge that conclusion, but it is difficult to see how that recent authority could have been challenged. The Tribunal sets aside the FTT's order and substitutes its own.
22. The Tribunal therefore must consider in particular the matters set out in section 43(4) of the 2016 Act. Mr Bilkhu addressed me first about the findings of fact made by the FTT; he maintains that there were four occupants, not five. But the respondents have not appealed the findings of fact made by the FTT and it is not open to them to raise new arguments about findings of fact. Mr Bilkhu also sought to argue that there had only been two occupants in the property at certain points in the year, but accepted that he had not suggested that that was the case before the FTT and therefore could not raise it now.
23. Mr Bilkhu then addressed me about the landlord's financial circumstances. He confirmed that the respondents own nine properties, in addition to their home, which they let out. They have of course suffered financial difficulties in the course of 2020; students went home in March, rent has not been paid, they have had to give discounts to all their tenants and their properties are not fully occupied. The mortgagees of the properties have not been similarly accommodating to them. He stressed that they are conscientious landlords who put in a great deal of time and work in looking after their tenants, often going out to fix faults that turn out not to have been a real problem. They have paid the amount awarded by the FTT to Mr Chan.
24. Mr Bilkhu did not suggest that the respondents had suffered any hardship in the course of the year of Mr Chan's tenancy and I am not persuaded that events that have happened later can have a great deal of impact on a financial order made in relation to a period when they were letting out properties and receiving rent without any special circumstances affecting their income stream. The respondents are landlords with what Mr Bilkhu described as a "portfolio" of properties; the repayment of the rent claimed by this appellant is not, in the face of property ownership on that scale and in light of the profit likely to have been made from that portfolio, going to cause particular hardship.
25. Turning to the conduct of the landlord, there is a dispute as to whether there was a failure to respond to requests for repairs and maintenance, and I make this decision without regard to any allegations about that. However, I do take into consideration that a landlord with a portfolio of properties is to be expected to keep abreast of their professional and legal responsibilities. I do not regard inadvertence as a mitigation in such a case.

26. However, Mr Bilkhu drew my attention to the fact that until 1 October, and therefore for one quarter of the tenancy, the house was not a licensable HMO. It is on two storeys (Ms Nicholls did not challenge that). Only when the regulations changed on 1 October did it become licensable.
27. Ms Nicholls could offer no explanation as to why the whole of the rent for the year was claimed on appeal, in the light of that fact.
28. There would therefore appear to have been a mistake of law on the part of the FTT, which noted the change in the regulations but did not consider its application in this case. It may be that the points was not drawn to its attention.
29. I therefore determine that the rent to be repaid is three-quarters of the rent for the year, which amounts to £3,361.87. Subtracting the sum already paid in accordance with the FTT's order, the respondents are ordered to pay the balance in the sum of £1867.70. The amount is to be paid within 28 days.

Judge Elizabeth Cooke

20 October 2020

In the First-Tier Tribunal Property Chamber (Residential Property)

Case Reference: IH/LON/00AM/HMF/2020/0236

Applicants: Dr Jordan Osserman (1),

Mr Daniel Mapp (2) &

Dr Foivos Dousos (3)

VS

Respondent: Simpson House 3 Ltd

Property: Flat 8, Simpson House

2 Somerford Grove, London, N16 7TX

Applicant Reply

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Applicants' Reply to Respondent's Statement

In the First-Tier Tribunal Property Chamber (Residential Property)

Case Reference: IH/LON/00AM/HMF/2020/0236

Applicants: Dr Jordan Osserman (1),

Mr Daniel Mapp (2) &

Dr Foivos Dousos (3)

vs

Respondent: Simpson House 3 Ltd

Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX

Introduction

1. The Respondent admits that they needed, and did not have an HMO licence for the Applicants' property. The Respondent argues it is a "reasonable excuse" that they were unaware of the licensing requirement and that this should have been fulfilled by their agent, Tower Quay Ltd. It is not a reasonable excuse for the landlord that the agent did not obtain a licence. It is a strict liability offence and therefore the landlord remains responsible in law.
2. It is reasonable to expect that a major commercial landlord, the nature of whose business is "letting and operating of own or leased real estate" (see page 151 in original bundle) and by the Respondent's own admission in paragraph 10(i) is "a very large residential and commercial property group" should be held responsible for failure to properly license its properties.
3. If the landlord believes the agent should have told the landlord to apply for a licence, there is nothing to prevent the landlord from taking action following the HMO case for alleged contractual failures by Tower Quay. This factor shouldn't prejudice the Applicants' right to an RRO award and shouldn't affect quantum.
4. We are sorry to hear that one of the directors of Tower Quay is undergoing chemotherapy. However, Tower Quay's other director, Ali Zarmani, is the only representative of the managing agent that the

Applicants have had contact with. He is also mentioned in the Respondent's bundle. It is therefore clear that Ali Zarmani is involved in all significant matters concerning Tower Quay. We therefore do not understand why Saklesh Datta's unfortunate illness is offered as a reason not for the Tribunal not to receive evidence from Tower Quay (**Mr Hadjiioannou witness statement #44**), and we invite Mr Zarmani to present evidence.

Relevant case law

5. In **Mohamed & Lahrie v Waltham Forest [2020]**, the Court considered whether there was a requirement to prove that a landlord knew the property they had control of or managed was an HMO, and ruled that there was no such requirement: "In our judgment it is plain that there is no requirement to prove that the defendant knew that the property he had control of or managed was a HMO, and therefore was required to be licensed" (paragraph 40).
6. **First-Tier Tribunal case: Goulding & others v Skinner & Jackson [2020] (BIR/00FY/HMK/2020/0054-59P)** involved an HMO where the landlord, who had replaced a previous landlord that passed away, was unaware of the licensing requirement, and was not informed of it by the managing agent. The tribunal ruled, "From March 2019 the Property was unlicensed. The managing agent failed to advise the estate that a new licence was needed and neither Mrs Skinner nor Mrs Jackson [the landlord] considered the implication for the licence of the death of the holder. Their inadvertence is not a mitigation or a defence in this case" (paragraph 34). Similarly, in this case the Respondent asserts that Tower Quay did not inform the Respondent of the need for a licence, but the strict liability remains with the Respondent.
7. In the **Upper Tribunal case: Urban Lettings (London) Ltd v London Borough of Haringey [2014] (HA/18/2014)** the tribunal ruled in relation to a series of companies claiming liability did not lie with them: "If Mr Maddan's submissions are correct no one would fall within the definition of a person in control with the result that no-one would be liable for the licensing obligations of these three HMOs. [...] As Lord Goff pointed out this would be a very undesirable situation and not one which can have been intended by the legislature."

- 7.1. Tower Quay is not a landlord under the statute the applicants applied for the RRO: **Section 40(3) of the Housing and Planning Act 2016** "an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord."
- 7.2. If a reasonable excuse is that an agent, who is not a landlord and so cannot be in control of an unlicensed HMO, is responsible for ensuring a landlord is licensed, then it would result in the same undesirable situation where no one is liable for licensing the property.
8. In the **First-Tier Tribunal case: Balachandran v Tung [2020] (CHI/43UM/HMG/2020/0002)**, the tribunal ruled that the landlord was responsible for licensing and was ordered to pay an RRO, even though the landlord alleged the well-known Letting Agent was responsible for licensing.
9. We refer again to **Chan v Bilkhu [2020] UKUT 289 (LC)** "a landlord with a portfolio of properties is to be expected to keep abreast of their professional and legal responsibilities. I do not regard inadvertence as a mitigation in such a case." (paragraph 25). Simpson House 3 Ltd are expected to keep abreast of the law regardless of any contract they may have signed with an agent.

Rent

10. Tower Quay Ltd did not receive any rent from the Applicants, as shown by the Applicants bank statements all rent payments were made to the Respondent. The Respondents have not demonstrated that Tower Quay received rent from the Applicants so s.263(3) of the Housing Act 2004 does not apply. The legal obligation for licensing does not lie with the agent but the landlord who receives rent from tenants in the property.

Replies to Respondent's Statement of Case

11. In respect of paragraphs 2 - 4 the Respondent quotes s.263 of the Housing Act 2004 Act and in both cases the Respondent's managing agents Tower Quay Limited do not meet the requirements under 263(1) (person having control) or 263(3) (person managing) to be responsible for the RRO. The responsibility sits solely with the Respondent as the landlord who satisfies both s.263(1) as the Respondent receives 100% of the rent

directly (page 109) and s.263.(3) as the owner of the property who receives rent from the tenants.

12. The Respondent argues (**in 5 and 9.ii**) that the defence under s.72(4) of the 2004 Act is available after 22 September 2020 when the Respondent made a HMO licence application. The Applicants are not claiming any rent paid at that time and therefore it is denied that such defence is available to the Respondent in this case.
13. The Respondent argues (**in 9.i**) they were unaware of Hackney Council bringing in the licensing scheme. Notwithstanding the fact that the Respondent's inadvertence is not a mitigation or defence, this scheme was in fact publicised and the Respondent neglected many opportunities to learn about it. As shown on page 257-258, Hackney extensively advertised the new HMO requirements at least six months prior to the scheme entering into force. In 2017-18 Hackney Council wrote to all major landlord associations, emailed major landlords and agencies, and publicised via social and traditional media to consult on and announce the additional requirements. See page 296 for example of the Hackney HMO news from Landlord Zone, a major rental property industry publication.
14. The Respondent argues (**in 10.i**) that, due to their size, they do not and cannot exert "hands-on control" or "exercise day-to-day management" of their residential estate. This would not itself be sufficient for them to neglect their statutory obligations regarding licensing. The Court has considered this issue before and found that mitigation would be found where a landlord was not a professional landlord, in First-Tier Tribunal case: referred above *Balachandran v Tung* [2020], but it is not established as a defence to the offence, nor is it a mitigating factor that a professional landlord may delegate their responsibilities as a landlord. The Respondent should be held to a commensurate professional standard to the size of their property portfolio.
 - 14.1. Notwithstanding this, the Applicants are aware that the Respondents are engaged in matters which they deny involvement with. On page 316, an email dated **05 February 2021** that all tenants received from the maintenance company Septor Management regarding drain maintenance work includes Lambros Hadjiioannou amongst the listed recipients, demonstrating his and

the Respondent's engagement in the day-to-day running of the estate.

15. In **10.ii** the Respondent asserts that they relied upon Tower Quay Ltd to carry out the Respondent's responsibilities, however no evidence has been offered of the communications between the Respondent and the Tower Quay Limited to prove the Respondent's genuine surprise and disappointment on discovering the HMO licensing regime in Hackney LBC was in force.
16. The Respondent argues (**in 10.ii, 10.iii, 10.vi, and 10.vii**) that they carefully selected "apparently competent agents" and "took all steps that could reasonably be expected of a conscientious property owner of this kind." The Respondent says they believed Tower Quay were trustworthy and reputable letting agents, relying on the fact that Tower Quay markets itself as a large specialist letting agent, although public records on Companies House show that Tower Quay Lettings is listed as a "micro company" with annual revenue of £140,000. The Respondent offers no additional evidence that as a "very large residential and commercial property group" the Respondent took any steps to identify the competence of Tower Quay Limited as letting agents.
 - 16.1. On page 293, we attach public Google reviews of Tower Quay dating from three years ago, all of which are very negative and include significant complaints of mismanagement. This easily available information further challenges the Respondent's claims of conscientiousness.
 - 16.2. Additionally, the high-profile news stories that brought Tower Quay into disrepute due to the tenants' mistreatment during the pandemic, should have alerted the Respondents to the agency's negligence and mismanagement. See 'The Guardian - Tenants told to use lunch and holiday savings to pay full rent' on page 302 and 'City Monitor - The hypocrisy of Europe's big corporate landlords' on page 308.
 - 16.3. We note that Tower Quay continues to represent and act for the landlord despite the landlord having known for nearly 6 months that Tower Quay failed to inform the landlord of their statutory duty.

- 16.4. Therefore, even if proven that a landlord could divest itself of responsibilities (for which there is no authority offered that such a principle exists in relation to Rent Repayment Orders), the Respondent has failed to prove that it was reasonable to pass this responsibility to such an extent to Tower Quay Limited.
17. The Applicants have no knowledge of the Respondent's claims in **10.iv**.
18. In **10.v** the Respondent asserts that no suggestion has been made by Hackney LBC that the HMO licence application will be refused. This is irrelevant and does not speak to the merits of any HMO licence application and the relevant property remains unlicensed to date. This paragraph should be disregarded in its entirety.
19. In **10.vi** the Respondent asserts that Tower Quay Ltd and the Respondent did not appreciate the need to obtain a licence. We note that the Respondent has been registered for HMO licences in other boroughs for a number of years. See evidence on London Borough of Tower Hamlets HMO licence register on page 319. The Respondent was therefore aware of some licensing requirements in certain boroughs. A landlord the size of the Respondents who has had previous experience licensing properties therefore should be held to a high standard of responsibility and cannot rely on the incompetence of its managing agent, nor should it attempt to rid itself of responsibility for not knowing that a HMO licence should be in place. The Respondent was aware of the overall licensing regime in England and in London, and should be treated as being aware of the HMO licensing regime in Hackney LBC by extension.
20. We do not dispute **12**.
21. We agree with the Respondent's point in **13.i** that the incorrect notice period given in the s.21 gives rise to entitlement to an RRO.
22. The Respondent asserts in **13.ii** that the s.21 notice period had recently changed due to Covid, yet they also assert that Tower Quay are a "reputable" and "apparently experienced" letting agent who should be aware of the law. That Tower Quay did not adhere to this highly publicised change to the law on evictions is further evidence that it chronically fails to keep abreast of basic legal duties, and that it is therefore unreasonable for the Respondent to pass statutory responsibilities to such an extent to Tower Quay Limited.

23. The Respondents argue that the motivation for the service of the s.21 notice is the subject of "speculation from third parties" in **13.iii**. We request evidence from the Respondent of any internal communication regarding the service of the notice.
24. In **15** and **16**, the Respondent argues that the penalty should not be increased due to its size and resources. The Applicants are not requesting any increase in penalty beyond what *Vadamalayan v Stewart and Others* requires: that they should be awarded 100% of the rent paid during a 12 month period when the offence was being committed. They are in agreement with the Respondent that no financial hardship case applies.
25. In **17**, the Respondent argues that "neither it nor its officers have had any dealings with the Applicants." In Mr Zarmani's email from **10 Sept 2021** page 313 he invited Dr Osserman to a meeting to discuss matters concerning the property. See page 251 for Dr Osserman's witness statement about this meeting. This extended into a larger discussion about the relationship between tenants in the estate and the Respondent, including rent debt accrued due to the pandemic, evictions, and maintenance neglect in the block. During this meeting Mr Zarmani negotiated based on his understanding of what the Respondent might agree to, then agreed to take the Applicant's final set of requests to the Respondent. This suggests that the Respondent has had "dealings" with the Applicants.
- 25.1. Additionally, it is highly unlikely that the Respondents will not have heard about the many problems in the estate which led tenants to publicly campaign for themselves, given that this campaign led to a number of high-profile news stories on the BBC, ITV, Sky, The Guardian, The Hackney Citizen and more. In most of these, journalists requested comment from the respondent (see page 302 and 308 for examples). See also the email dated **03 August 2020** on page 307 regarding the eviction of Flat 8, which included Lambros Hadjiioannou.

Additional points raised in Mr Hadjiioannou's witness statement

26. In **9** and **43**, Mr Hadjiioannou observes that Marc Sutton resides at Flat 8. Mr Sutton is the husband of Dr Osserman, and no attempt was made to conceal the fact of their co-residency in the flat.
- 26.1. We contest the allegation (in **43**) that Mr Sutton's residency breached the tenancy agreement. The Applicants' tenancy agreement (in the Applicants' bundle, page 37) states that the tenant "will use it only as a private residence for the Tenant personally and the Tenant's immediate family".
27. In **14**, Mr Hadjiioannou states "it would be completely impossible for the directors of the Respondent to deal with individual tenancy issues personally". The nature of this RRO claim is not an individual issue, but pertains to a statutory licensing obligation that applies to a significant portion of the Respondent's property portfolio. The Respondent claims it is an "investment company not a managing or operating company" however it is listed at Companies House that the nature of business of Simpson House 3 Ltd is "letting and operating of own or leased real estate" (see page 151).
- 27.1. The landlord's group of companies, directed by Mr Hadjiioannou, have been involved in several cases before the LTT and UT of mismanagement at properties such as Canary Riverside and 1 West India Key. These include overcharging for fees, resulting in the replacement of the respondent's managing agent with one appointed by the court. See The Times article, 'Leasehold: why every homeowner should be worried' on page 297. This suggests a history of employing incompetent or unscrupulous agents.
28. In **17**, Mr Hadjiioannou states that he issued orders for licences for "every other property we control in Hackney" to be applied for. St John's Court, the building adjacent to Simpson House, owned by the same company group through a company with Mr Hadjiioannou as the director and John Christodoulou as the owner, did not receive any applications for licences as of the email from email dated 27 January 2021 from Barbara Spencer-Devonish of the Hackney Council private sector housing team (page 138-9 of Applicants' bundle). There are at least two three-bedroom properties with three people on the lease in this property, who are in

contact with the Applicants through the tenants association. One has recently submitted an RRO claim, tribunal reference: NAT/LON/00AM/HMF/2021/0096. This suggests continuing abdication of responsibility for licensing even after court action has been initiated.

29. In **19**, Mr Hadjiioannou states he is disappointed in Hackney Council. The council introduced selective licensing in the correct manner and the council's Private Rented Sector team undertook investigations properly as a licensing authority and did an inspection in due course several months after being informed of a possible licensing breach. The Applicants do not believe Mr Hadjiioannou should undermine Hackney Council's proper discharge of its statutory duties. The Respondent has not presented any evidence that Hackney Council has acted improperly and should prove its allegations to this effect.
30. In **21**, Mr Hadjiioannou states, "It was clear that the Applicants were not happy with the position at Simpson House, so it was not in anybody's interest to continue the relationship." This appears to be an admission that, indeed, the s.21 notice was served against the Applicants' wishes in response to their advocacy work. The Respondents will be aware that the Applicants stated, on numerous occasions, that they wished to remain in their home during the unprecedented crisis and have the eviction reversed; for example, see emails dated 30 July 2020 and 3 August 2020 on pages 306 and 307.
31. In **24**, Mr Hadjiioannou is correct in stating that the Applicants have agreed to move out on 26 April 2021, following their numerous attempts to have the eviction withdrawn. The Applicants are leaving because they have been served with many Section 21 notices and have been told by Tower Quay Ltd that "the landlord wants them out", and do not have the energy to fight the landlord on this matter any further, nor are they required to do so for any reason including for the purposes of a positive RRO judgement.
32. In **27**, Mr Hadjiioannou blames the Applicants for not reporting the fire detector problem observed by the council officer. The Applicants had tested the fire detector following the "How to Test Your Smoke Detector" instructions and it was working. The council inspector pointed out a problem with the fire detector that the Applicants did not know was a

problem requiring remedy. HMO licensed properties require the fire detectors to be inspected and tested by the landlord rather than the tenants. The "How to Test Your Smoke Detector" leaflet sent to the Applicants says "it is the tenant's responsibility to ensure that detectors are working", which is not true in an HMO property like Flat 8 Simpson House. The fire detector was in the same state when the gas safety inspection was performed in August 2020, and the tenants were not informed of any problem in relation to the fire detector.

33. In **28**, Mr Hadjiioannou states the address on the fire safety notices of "6 Somerford Grove" is correct. Despite that, all the fire notices have been changed (as noted in **29**) to now say "2-4 Somerford Grove" (see page 318). Nowhere in the tenancy agreement, the land registry documents, or any other document seen by the Applicants, is Simpson House referred to as 6 Somerford Grove. The new notices were changed to accurately reflect the address "2-4 Somerford Grove" following the submission of the Applicants' bundle, and had the incorrect address "6 Somerford Grove" when observed by the council officer.
34. In **30**, Mr Hadjiioannou states that an additional fire detector was installed and the consumer unit replaced to bring the property up to the standard required by an HMO licence. On the facts stated by Mr Hadjiioannou, therefore, the Applicants had been living in a property that did not meet these fire and safety standards for over 2 years.
35. In **32**, Mr Hadjiioannou does not accept that he bears responsibility for the poor management of the property. As stated previously, the chronic mismanagement of the property was repeatedly brought to the attention of Tower Quay and the public. Failing to address long term mismanagement does reflect on the character of the landlord.
36. In **33**, Mr Hadjiioannou cites the responsibility of co-operation for landlords and tenants for pest control. As stated in the Applicants' bundle it was the pest control contractor, and management, who failed to co-operate with the tenants' repeated requests to address the problem. The tenants adhered to all standard pest control recommendations and maintained a tidy, clean flat.
37. In **35** Mr Hadjiioannou says the mailboxes were moved to a more secure location and tenants were issued with new keys in response to the stolen

post. As Dr Osserman states in his first witness statement (page 20) it took several months for tenants to receive keys for these new mailboxes while the broken, insecure ones remained in use and management ignored emails regarding the issue.

38. In **36** Mr Hadjiioannou does not dispute that the EPC is incorrect. This appears to be part of a pattern of hiring incompetent independent contractors.
39. In **37** Mr Hadjiioannou states "all proper gas certification for Flat 8 was obtained". The Respondents have not provided evidence of a gas safety certificate for any year other than 2020. This confirms Dr Osserman's statement (page 23) that no gas safety certificates were received by the Applicants prior to August 2020, and that no valid certificate had been presented to the Applicants upon entry of the tenancy.
40. In **38**, the Applicants accepted the compensation and apology for the poor work pertaining to the boiler.
41. In **41**, Mr Hadjiioannou suggests that Dr Osserman's experience of being filmed by a security officer is due to a misunderstanding connected to concerns about tenants accessing the roof. The Applicants reject this assertion. When Dr Osserman was filmed he was not standing on or near the roof. Mr Hadjiioannou does not address Mr Mapp's experience of being surveilled.

Respondent's association with Tower Quay Ltd/Loft Lets

42. We believe the Respondent has a long association with the director of Tower Quay/Loft Lets and has chosen to overlook evidence of mismanagement which would have alerted the Respondent to potential failures in licensing.
43. On page 356, we include Rightmove property listings for the 84 flats Tower Quay have available for rent as of 14 April 2021. On page 353, we include the property portfolio of Yianis Group, owned by John Christodoulou, the ultimate beneficial owner of Simpson House 3 Ltd. The great majority, or possibly all of the properties managed by Tower Quay, are owned by the same group of companies. Tower Quay appear to be established purely to rent out the properties in the corporate group

owned by John Christodoulou, and are tightly linked. Tower Quay is based in 40 Westferry Circus, a building also owned by John Christodoulou.

44. Ali Zarmani, the director of Tower Quay, told Dr Jordan Osserman in a meeting on 18 September 2020, "we manage all the landlord's property... we've got 700 flats that we manage". See page 251.
 - 44.1. With such a large portfolio of properties being managed by one agent, it is reasonable to expect the landlord to have discussed with their agent their statutory duties, and if the agent is keeping up to date with the law. By the Respondent's own admission, they had such discussions in relation to other properties in other boroughs.
45. There are apparent connections between Tower Quay and the predecessor managing agent, Loft Lets, who both had on their board Sakesh Datta, a serving director of Tower Quay. Both entities' person of significant control share the same correspondence address: 40 Westferry Circus, the same address of Tower Quay (see page 322 for Companies House details). Loft Lets (see page 326) also had a significant number of public negative reviews and complaints, similar to those raised against Tower Quay (see page 336).

Second Witness Statement of Jordan Osserman (1)**In the First-Tier Tribunal Property Chamber (Residential Property)****Case Reference: IH/LON/00AM/HMF/2020/0236****Applicants: Dr Jordan Osserman (1),****Mr Daniel Mapp (2) &****Dr Foivos Dousos (3)****vs****Respondent: Simpson House 3 Ltd****Property: Flat 8, Simpson House, 2 Somerford Grove, London, N16 7TX**

I, Jordan Osserman of Flat 8, Simpson House, 2 Somerford Grove, London N16 7TX ('the Property'), will say :

1. This is a second witness statement in support of the application by myself and my co-tenants of the Property ('the Applicants') for a Rent Repayment Order ('RRO') against our landlord, the Respondent.
2. I make this statement from my own first hand knowledge unless otherwise stated. Where I include facts known to me from another source I state the source of that information.
3. On 10 September 2020 Ali Zarmani, Director and Lettings Manager at Tower Quay, the Respondent's managing agent, sent an email inviting me to meet (see page 313). We arranged to meet on 18 September 2020 at 12 in Evin Cafe.
4. I met Mr Zarmani there, along with my husband Marc Sutton, and Michael Deas, an employee of the London Renters Union, to talk about the landlord and agent's lack of compassion and poor treatment of tenants during the pandemic, and to present the tenant association's priorities in order to achieve an amicable relationship with the landlord.
5. At no point during the conversation, nor in the initial invitation to the meeting, did Mr Zarmani say anything about the conversation being without prejudice.

6. During the conversation Mr Zarmani said, "I know you guys are desperate to stay", which indicates that Tower Quay understood we wanted to continue to stay in our home and not be evicted, as we had repeatedly told them.
7. Mr Zarmani also said "we manage all the landlord's property... we've got 700 flats that we manage".
8. The meeting was productive. After an extended negotiation, Mr Zarmani agreed to present a number of our requests to the landlord, including for evictions to be suspended throughout 2021, for rent debt accrued in the pandemic due to financial hardship to be partially written off, and for payment plans for arrears to be negotiated with the tenants association. He also agreed to meet us regularly to discuss tenants' maintenance issues.
9. Following the meeting, Michael, Marc and I sent an email to Mr Zarmani summarising the contents of the meeting and what Mr Zarmani had agreed to present to the landlord.
10. We received an email reply from Mr Zarmani shortly afterwards, stating that "it was agreed by all parties that this morning's meeting was a without prejudice meeting". This was not true, and we replied saying so. Mr Zarmani's email also rejected the prospect of working with tenants on any of the issues discussed, undoing the progress we felt we had made with him. With regards to regular meetings to discuss maintenance, the email stated "we fail to understand why you believe such a meeting will be beneficial", despite the fact Mr Zarmani had agreed that he could liaise between tenants and the maintenance company.
11. I suspect the landlord was told about the meeting, and provided instructions to Mr Zarmani on how to reply to the email.

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a

statement of truth without an honest belief in its truth.

Signed:

A handwritten signature in black ink, consisting of a stylized 'J' and 'O' followed by a horizontal line.

Name:

Jordan Osserman

Date:

20 April 2021

Consultation Report

Licensing Hackney's private rented homes

Consultation Report

January 2018

Report prepared by:

Thomas Allan – Senior Consultation Officer

Communications, Culture and Engagement

Contact

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on 020 8356 3343 or
consultation@Hackney.gov.uk



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Appendix 1 – Licensing Hackney’s Private Homes: Consultation summary document

Appendix 2 – Licensing Hackney’s Private Homes: Survey

Introduction

Between 18 September and 03 December 2017, Hackney Council consulted all residents, landlords and businesses (who live or operate) in the borough on proposals to introduce two new licensing schemes for private rented accommodation in Hackney; an Additional Licensing Scheme for all Houses in Multiple Occupation (HMOs), and a Selective Licensing Scheme for all privately rented properties in Brownswood, Cazenove and Stoke Newington wards.

This report outlines the responses to this consultation which asked participants whether or not they supported or opposed the schemes, and why. There was also a section for any other comments or ideas to be put forward.

Context:

The decision to consult on these property licensing schemes follows the huge growth in Hackney's private rented sector, which has risen to 34,000 homes or around 30% of all homes in the borough – a proportion that has more than doubled in the last decade. To understand this growth, the Council commissioned new research into Hackney's private rented sector which revealed that 11% of homes contain serious hazards, rising to 21% in Houses in Multiple Occupation (HMOs) and 20% in the worst affected wards.

The Council has always enforced against landlords who don't do the right thing, operating the national mandatory HMO licensing scheme, which only applies to a small proportion of HMOs, and responding to reports and complaints about poor conditions and bad management across the private rented sector

While these methods have brought considerable improvements in housing conditions, the Council no longer considers them to be the best way to address standards in the rapidly expanding private rented sector. In response, the Council is proposing new property licensing schemes in order to provide a more pro-active and effective approach; which have been explored in this consultation.

For more information on the issues identified within the private rented sector, what the Council is doing already and what it proposes to do, please see the supporting consultation document (appendix 1).

Methodology

The consultation ran for 11 weeks between 18 September and 03 December 2017.

Who did we consult with?

- All Hackney residents (Particularly landlords, landlord associations and tenants)
- Businesses – registered and/or operating in the borough (including letting agencies and housing developers)
- All those in the surrounding areas (including local authorities, residents and businesses)

Proposed engagement

- Residents; landlords and tenants – Borough wide survey, engagement with forums
- Landlord associations – Borough wide survey, engagement with forums
- Businesses – Borough wide survey, letters to business forums and key stakeholders
- Surrounding areas – Invites to survey, letters to neighbouring local authorities, promotion in local press.

Borough wide survey:

The survey was available in two formats – both online and as a hardcopy (appendix 2).

The survey was supported by a consultation summary document (appendix 1).

Residents could also request a copy of the full details of the proposal (appendix 3) or view it online.

Online survey

The online survey launched on 18 September 2017 and ran for X weeks till 03 December 2017.

The survey could be accessed via the Council's consultation hub – 'Citizen Space' and a link to the survey was also available on the Council's Better Renting webpage:

<https://www.hackney.gov.uk/better-renting>

Paper survey

Paper copies of the survey were available for 10 weeks of the consultation from 25 September to 03 December 2017.

Paper copies of the survey were available on request and could be collected from the following locations:

- HSC
- CAH
- All libraries
- All NHOs

How was the consultation promoted?*Residents - landlords and tenants:*

- The survey was promoted in issues 411 (25 September 2017), 413 (23 October 2018), and 415 (20 November 2017) of Hackney Today (the Council's fortnightly newspaper) accompanied by a press release to the local newspapers which went out on XXX – Original press release was 19 Sept (<http://news.hackney.gov.uk/new/>,) and covered in various local and trade press as well as interview with Cllr Moema and BBC Radio London, Hackney Today front page feature was 25 September.
- Photocall with Hackney Citizens and Cardinal Pole school:
<http://news.hackney.gov.uk/school-campaigners-urge-hackneys-renters-to-have-their-say-as-rogue-landlord-consultation-nears-close-date/>
- Landlord newsletters
- Council's e-panel 'Hackney Matters'
- Hackney Council Better Renting webpage and other Council Social media platforms
- Featured consultation on the Council's consultation hub 'Citizen Space'
- Email to Hackney Council staff
- Digs – PRS group informed and invited to complete and promote survey.
- Direct mailing to a range of stakeholders including local and regional interest groups for both renters and landlords, political stakeholders, and neighbouring boroughs – inviting them to participate and circulate the survey.

Landlords' forum and associations:

- Presentation and survey at the landlords forum
- Write/email to all major landlords associations. NLA, RLA, SHA etc. (list provided by strategic property)
- Write/email to all major landlords (list provided by strategic property)
- Write/email to all major agencies (list provided by strategic property).

Businesses:

- Consultation promoted in Hackney Business Network monthly newsletter that goes out to 4,500 local businesses. This newsletter is emailed out but also remains the pinned tweet on @hackneybusiness
- Tweets on the consultation from @hackneybusiness in addition to retweets from @hacknycouncil account
- Consultation link emailed to key business groups (for Hackney Central, Stoke Newington, Dalston, Hackney Wick and Shoreditch)
- Included in Council update at the weekly Pubwatch meetings
- Consultation email forwarded by Area Regeneration Managers the Business Communications Manger to key business contacts

Surrounding areas

- Invites to survey, letters to neighbouring local authorities
- The housing partnership – East London and the London Legacy Development Corporation will also be invited to submit comments on the proposal.

Publications and articles (all accessed 09/01/2018):

- Hackney Council press release: <http://news.hackney.gov.uk/new/>
- Article in business/landlord facing publication: <https://www.landlordtoday.co.uk/breaking-news/2017/9/landlord-licensing-scheme-considered-in-hackney>
- Article in business/landlord facing publication: <https://www.landlords.org.uk/news-campaigns/news/hackney-proposes-additional-selective-licensing>
- Hackney Citizen article (local paper): <https://www.hackneycitizen.co.uk/2017/09/20/new-landlord-licensing-measures-drive-up-standards-campaigners/>
- Hackney Gazette article (local paper): <http://www.hackneygazette.co.uk/news/hackney-council-wants-to-crackdown-on-landlords-who-exploit-renters-with-new-licences-1-5205452>
- East London Lines (Local news website): <http://www.eastlondonlines.co.uk/2017/09/campaigners-welcome-council-crackdown-on-hackney-rogue-landlords/>

Summary of Key Findings

Who took part?

- A total of 291 landlords, tenants, businesses and organisations took part in the survey.
- Landlords accounted for 44% (128) of participants, tenants accounted for 32% (93); only 6.5% (19) of participants were tenants from an HMO.
- The largest responses by postcode were: N16 – 47% (137), E5 – 15% (43) and E8 – 10% (28); N16 and E5 postcodes cover parts of the wards proposed under the Selective Licensing Scheme.

Additional licensing scheme:

- 41% (119) of participants supported
- 55% (160) opposed it
- 35% (42) of those who supported were tenants, 22% (26) landlords
- 30% (48) of those who opposed were tenants, 59% (96) were landlords

Selective licensing scheme:

- 38% (110) of participants supported the introduction of the SLS
- 56% (162) opposed it
- 35% (39) of those who supported were tenants, 15% (16) landlords
- 30% (49) of those who opposed were tenants, 60% (97) were landlords

Table of responses by post-codes effected by the Selective Licensing Scheme:

Postcode	Support	% postcode	% of support	Oppose	% postcode	% of oppose
E5	22	51%	20%	19	44%	12%
N4	3	30%	3%	6	60%	4%
N16	29	21%	26%	102	74%	63%

Comments from those who supported:

Very few participants who supported the proposal gave a comment; making it hard to confidently understand why residents would support the proposal. The few comments given suggest the main reasons to support are:

- The need to ensure the health and safety of a property
- The recognition and/or need to tackle poor housing conditions in the private rented sector
- The need to tackle rogue landlords
- The need to protect or enhance tenant rights

Comments from those who opposed:

Many more comments were given by those who opposed the proposals compared to those who supported them. The main reasons given for opposing the proposals were as follows:

- The costs being passed onto tenants
- Low confidence/doubt the scheme will achieve its aim
- A feeling the scheme is unfair on good landlords

Other less common reasons were:

- The process is too bureaucratic (often mentioned alongside main themes above)
- The scheme is too expensive (often mentioned alongside main themes above)

Responses to other ideas and questions:

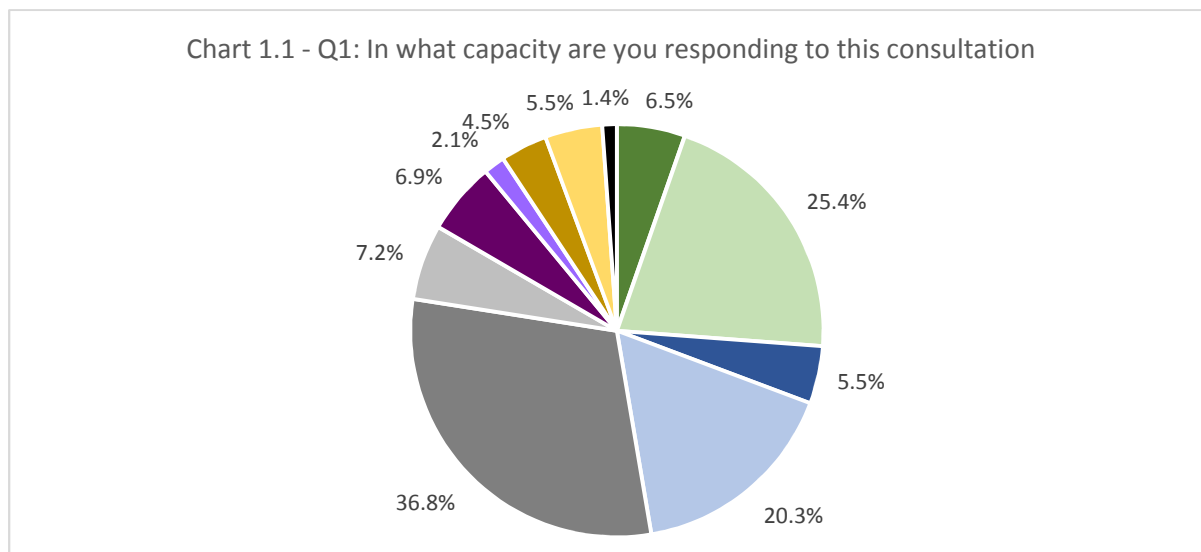
Other ideas, questions and letters were submitted as part of the consultation process and throughout the comments in the survey. These have been considered by the Private Housing Services team, who will produce a consultation response alongside this consultation report.

Who took part?

A total of 291 landlords, tenants, businesses and organisations took part in the survey. In addition 19 letters and 6 emails were received both supporting and objecting to the proposals.

A closer look at the survey responses:

Chart 1.1 and table 1.1 below show the responses to Q1 'In what capacity are you responding to this consultation?' Please note, some participants selected more than one option.



Postcode:

	Table 1.1. - Q1: In what capacity are you responding to this consultation? (tenure)	Number	% of participants	% of responses
	PRS tenant (HMO)	19	6.5%	5%
	PRS tenant (non-HMO)	74	25.4%	21%
	As a social housing tenant (provided by a Local Authority or Housing Association)	16	5.5%	5%
	Home owner (owned outright or bought with a mortgage)	59	20.3%	17%
	Landlord with property in Hackney	107	36.8%	30%
	Landlord with property outside of Hackney	21	7.2%	6%
	Letting agency (operating and/or based in Hackney)	20	6.9%	6%
	Business (operating and/or based in Hackney)	6	2.1%	2%
	Public or professional organisation	13	4.5%	4%
	Other (outside Hackney)	16	5.5%	5%
	Not Answered	4	1.4%	1%
	Total responses	355		
	Total participants	291		

This section looks at responses by post-code and specifically focuses on the postcodes which cover the proposed wards for selective licensing; E5, N4 and N16. Together, these three postcodes account for 65% of all responses; suggesting those most impacted by the proposals if they went ahead are also proportionately the best represented in the findings.

Table 1.2 – Responses by postcode:

Postcode	Total	%
E1	0	0%
E2	9	3%
E5	43	15%
E8	28	10%
E9	20	7%
E10	1	0%
E15	2	1%
EC1	1	0%
EC2	3	1%
N1	18	6%
N4	10	3%
N16	137	47%
Other	14	5%
Not Answered	5	2%
Total	291	100%

Tenure by postcode:

This section looks at the capacity by which participants responded, specifically those who said they were private rented sector tenants and those who were landlords, according to their postcode.

Table 1.3: Tenure by postcode:

Tenure	E5	% of tenure	% of E5	% of total	N4	% of tenure	% of N4	% of total	N16	% of tenure	% of N16	% of total
HMO	6	32%	14%	2%	0	0%	0%	0%	6	32%	4%	2%
Non HMO	12	16%	28%	4%	3	4%	30%	1%	30	41%	22%	10%
Landlord (Hackney)	14	13%	33%	5%	5	5%	50%	2%	58	54%	42%	20%
Landlord (Out of Hackney)	3	14%	7%	1%	1	5%	10%	0%	11	52%	8%	4%

The data from table 1.3 shows:

- Landlords who have a property in Hackney and live in N16 account for 20% of all responses (58)
- Tenants not in an HMO and live in N16 account 10% of all responses (30)
- Looking at the responses by postcode shows that participants from N16 (covering Cazenove and Stoke Newington wards – proposed to have selective licensing) have a noticeable impact on results overall.

Additional Licensing Scheme findings

Overall, more participants opposed the introduction of an Additional Licensing Scheme (ALS) than supported it:

- 41% (119) of participants supported
- 55% (160) opposed
- 3% (9) said 'Don't Know'
- 1% (3) did not answer.

Responses by tenure:

Table 2.1 below shows each tenure group and the proportion of which that group supported and opposed the Additional Licensing Scheme. Those highlighted in green show the tenures with more participants saying they support; those in red the opposite.

Table 2.1 – Tenure support and oppose	Support	% tenure	Oppose	% tenure
Tenant (HMO)	10	53%	9	47%
Tenant (non-HMO)	32	43%	39	53%
As a social housing tenant	13	81%	2	13%
Home owner	40	68%	13	22%
Landlord with property in Hackney	20	19%	82	77%
Landlord with property outside of Hackney	6	29%	14	67%
Letting agency	0	0%	20	100%
Business	0	0%	6	100%
Public or professional organisation	6	46%	7	54%
Other	13	81%	3	19%

This data shows that only tenants in HMOs, social housing tenants and home owners were proportionally more in favour of the proposals than against them (only just in the case of tenants in HMOs). It is also worth noting that the proportion of tenants from HMOs and of social housing tenants is numerically much lower than landlords (in and out of Hackney) and tenants in non-HMOs. Home owners represent the third largest group of participants, but are arguably less likely to be impacted by the introduction of an Additional Licensing Scheme.

This data also shows that of those who supported the proposals tended to be Home Owners (40),

Conversely, all other groups are proportionally more against the proposals than for them. This is particularly the case for participants representing letting agencies and businesses – where opposition was 100% (although numerically these groups are much lower than the others). Although proportionately lower in opposition compared to participants from letting agents and businesses, a noticeable 77% (82) of landlords with a property in Hackney with the addition of 67% (14) of

landlords with a property outside of Hackney, opposed the proposal. This is significant as landlords account for the largest amount of participants – 128 or 36% of responses by tenure.

Table 2.2 shows the proportion of those who supported and opposed by tenure. Those highlighted in green show the top 3 tenures in support; those in red the opposite.

Please note, participants were able to select more than one tenure – as such, the percentages have been created from the total number that supported and opposed (rather than the tenure total); therefore the percentages added together do not add up to 100%.

Table 2.2 – Support and oppose by tenure	Support	% of support	Oppose	% of oppose
Tenant (HMO)	10	8%	9	6%
Tenant (non-HMO)	32	27%	39	24%
As a social housing tenant	13	11%	2	1%
Home owner	40	34%	13	8%
Landlord with property in Hackney	20	17%	82	51%
Landlord with property outside of Hackney	6	5%	14	9%
Letting agency	0	0%	20	13%
Business	0	0%	6	4%
Public or professional organisation	6	5%	7	4%
Other	13	11%	3	2%
Total responses	119		160	

Looking at the data this way shows that of those who supported the ALS, the top three tenure groups tended to be homeowners (34% - 40), tenants not in an HMO (27% - 32), and landlords with a property in Hackney (17% - 20).

Interestingly, both tenants (not in an HMO) and landlords with a property in Hackney also accounted for the top three tenure groups of those who opposed; 24% (39) and 51% (82) respectively. Letting agencies account for the third highest group – 13% (20).

In summary, although tenants (not in an HMO) and landlords (with a property in Hackney) are the main contributors to the numbers of those who support the ALS scheme, there are more participants of each group who oppose; significantly so for landlords (with a property in Hackney). This data, however, must be treated with caution, as more landlords than tenants took part in this survey – as such, using table 2.1 is perhaps more useful in understanding the points of view between each tenure group.

Responses by postcode:

Table 2.3 below shows each postcode group and the proportion of which that group supported and opposed the Additional Licensing Scheme. Those highlighted in green show the postcodes with more participants saying they support; those in red the opposite. The postcodes covering the wards that the Selective Licensing Scheme aims to cover are in bold.

Table 2.3 – Postcodes support and oppose

Postcode	Support	% of postcode	Oppose	% of postcode	Postcode total
E1	0	n/a	0	n/a	0
E2	8	89%	1	11%	9
E5	25	58%	17	40%	43
E8	15	54%	11	39%	28
E9	10	50%	10	50%	20
E10	1	100%	0	0%	1
E15	1	50%	1	50%	2
EC1	0	0%	1	100%	1
EC2	0	0%	3	100%	3
N1	10	56%	6	33%	18
N4	4	40%	5	50%	10
N16	35	26%	98	72%	137
Other	8	57%	5	36%	14
Not Answered	2	40%	2	40%	5

Unfortunately the data set for all postcodes, especially in comparison with N16, is low – making it difficult to draw conclusions. However, the most important conclusions from this data are that more participants from E5 supported the ALS than opposed it (which is the second largest postcode group); however numerically the numbers are still quite small. This is especially the case compared to participants from N16 which had 72% (98) who said they opposed compared to 26% (35) who supported.

Table 2.4 below shows the proportion of those who supported and opposed by postcode. Those highlighted in green show the top 3 postcodes in support; those in red the opposite. The postcodes covering the wards that the Selective Licensing Scheme aims to cover are in bold.

Table 2.4 – Support and oppose by postcodes

Postcode	Support	% of total support	Oppose	% of total oppose
E1	0	0%	0	0%
E2	8	7%	1	1%
E5	25	21%	17	11%
E8	15	13%	11	7%
E9	10	8%	10	6%
E10	1	1%	0	0%
E15	1	1%	1	1%
EC1	0	0%	1	1%
EC2	0	0%	3	2%
N1	10	8%	6	4%
N4	4	3%	5	3%
N16	35	29%	98	61%
Other	8	7%	5	3%
Not Answered	2	2%	2	1%
Total	119	100%	160	100%

Looking at the data this way shows that the responses from the top three postcodes of supports and opposes are the same. Like the tables above the data should be treated with caution, as the majority of those who took part were from these postcodes (particularly N16). As such, this data must be treated with caution; using table 2.3 is perhaps more useful in understanding the points of view between each postcode.

Selective Licensing Scheme findings

Overall, more participants opposed the introduction of a Selective Licensing Scheme (SLS) than supported it – to a greater extent than the Additional Licensing Scheme:

- 38% (110) of participants supported
- 56% (162) opposed
- 5% (15) said 'Don't Know'
- 1% (1) did not answer.

Responses by tenure:

Table 3.1 below shows each tenure group and the proportion of which that group supported and opposed the SLS. Those highlighted in green show the tenures with more participants saying they support; those in red the opposite.

Table 3.1 – Tenure support and oppose	Support	% of tenure	Oppose	% of tenure
Tenant (HMO)	9	47%	8	42%
Tenant (non-HMO)	30	41%	41	55%
As a social housing tenant	14	88%	2	13%
Home owner	36	61%	19	32%
Landlord with property in Hackney	14	13%	81	76%
Landlord with property outside of Hackney	2	10%	17	81%
Letting agency	0	0%	20	100%
Business	0	0%	6	100%
Public or professional organisation	5	38%	8	62%
Other	13	81%	3	19%

Like the data on the ALS, this data also shows that tenants in HMOs, social housing tenants and home owners were proportionally more in favour of the SLS than against it (only just in the case of tenants in HMOs). It is also worth noting that the proportion of tenants from HMOs and of social housing tenants is numerically much lower than landlords (in and out of Hackney) and tenants in non-HMOs. Home owners represent the third largest group of participants, but are arguably less likely to be impacted by the introduction of an SLS. Unlike the data for ALS, the 'other' category in this data set shows there were more in favour (81% - 13) than opposed (19% - 3).

All other groups are proportionally more against the proposals than for them. This is particularly the case for participants representing letting agencies and businesses – where opposition was 100% (although numerically these groups are much lower than the others). Although proportionately lower in opposition compared to participants from letting agents and businesses, a noticeable 76% (81) of landlords with a property in Hackney, with the addition of 81% (17) of landlords with a property outside of Hackney, opposed the proposal. This is significant as landlords account for the largest amount of participants – 128 (or 36% of responses by tenure).

Table 3.2 shows the proportion of those who supported and opposed by tenure. Those highlighted in green show the top 3 tenures in support; those in red the opposite.

Please note, participants were able to select more than one tenure – as such, the percentages have been created from the total number that supported and opposed (rather than the tenure total); therefore the percentages added together do not add up to 100%.

Table 3.2 – Support and oppose by tenure	Support	% of support	Oppose	% of oppose
Tenant (HMO)	9	8%	8	5%
Tenant (non-HMO)	30	27%	41	25%
As a social housing tenant	14	13%	2	1%
Home owner	36	33%	19	12%
Landlord with property in Hackney	14	13%	81	50%
Landlord with property outside of Hackney	2	2%	17	10%
Letting agency	0	0%	20	12%
Business	0	0%	6	4%
Public or professional organisation	5	5%	8	5%
Other	13	12%	3	2%
Total support/oppose	110		162	

Looking at the data this way shows that of those who supported the SLS, the top three tenure groups tended to be homeowners (33% - 36), tenants not in an HMO (27% - 30), and in joint third - social housing tenants (13% - 14) and landlords with a property in Hackney (13% - 14).

Interestingly, both tenants (not in an HMO) and landlords with a property in Hackney also accounted for the top three tenure groups of those who opposed; 25% (41) and 50% (81) respectively. Letting agencies account for the third highest group – 12% (20).

This data, however, must be treated with caution, as more landlords than tenants took part in this survey – as such, using table 3.1 is perhaps more useful in understanding the points of view between each tenure group.

Responses by postcode:

Table 3.3 shows each postcode group and the proportion of which that group supported and opposed the SLS. Those highlighted in green show the postcodes with more participants saying they support; those in red the opposite. The postcodes covering the wards that the Selective Licensing Scheme aims to cover are in bold.

Table 3.3: Postcode support/oppose	Support	% of postcode	Oppose	% of postcode	Postcode total
E1	0	n/a	0	n/a	0
E2	4	44%	2	22%	9
E5	22	51%	19	44%	43
E8	15	54%	9	32%	28
E9	11	55%	8	40%	20
E10	1	100%	0	0%	1
E15	1	50%	1	50%	2
EC1	0	0%	1	100%	1
EC2	0	0%	3	100%	3
N1	14	78%	4	22%	18
N4	3	30%	6	60%	10
N16	29	21%	102	74%	137
Other	8	57%	5	36%	14
Not Answered	2	40%	2	40%	5

Unfortunately the data set for all postcodes, especially in comparison with N16, is low – making it difficult to draw conclusions. However, the most important conclusions from this data are that more participants from E5 supported the SLS than opposed it (which is the second largest postcode group); however numerically the numbers are still quite small. This is especially the case compared to participants from N16 which had 74% (102) who said they opposed compared to 21% (29) who supported.

Table 3.4 shows the proportion of those who supported and opposed by postcode. Those highlighted in green show the top 3 postcodes in support; those in red the opposite. The postcodes covering the wards that the Selective Licensing Scheme aims to cover are in bold.

Table 3.4 – Support and oppose by postcode

Postcode	Support	% of support	Oppose	% of support
E1	0	0%	0	0%
E2	4	4%	2	1%
E5	22	20%	19	12%
E8	15	14%	9	6%
E9	11	10%	8	5%
E10	1	1%	0	0%
E15	1	1%	1	1%
EC1	0	0%	1	1%
EC2	0	0%	3	2%
N1	14	13%	4	2%
N4	3	3%	6	4%
N16	29	26%	102	63%
Other	8	7%	5	3%
Not Answered	2	2%	2	1%
Total	110		162	

Looking at the data this way shows that the responses from the top three postcodes of supports and opposes are the same. Like the tables above the data should be treated with caution, as the majority of those who took part were from these postcodes (particularly N16). As such, this data must be treated with caution; using table 2.3 is perhaps more useful in understanding the points of view between each postcode.

Reasons for supporting and opposing the schemes

As well as asking whether participants supported or opposed the introduction of each licensing scheme, participants were also asked to explain why. As explained in the methodology, each comment was read and grouped into topics for thematic study, and analysis shows that responses for supporting and opposing it are very similar; with many participants stating 'as above' when asked to comment on the second licensing scheme (the Selective Licensing Scheme). The same is true for comments made in the 'any other comments' section of the survey.

As such, the report has grouped comments together and presented them thematically below. However, three tables showing the number of times a particular theme was raised in a comment (from both those who support and opposed) regarding each of the schemes, and in the 'any other comments' section are displayed below. Written analysis of themes has only covered the most common themes. A full list of all the comments has been passed on to Private Housing Services for consideration.

In addition to reasons why participants supported or opposed, a number of questions and alternative ideas were raised in the comments; some of them more technical than others. These have been considered by the Private Housing Services team, who will produce a consultation response alongside this consultation report. Some participants also requested a response to their comment/question – those who provided contact details will be responded to and sent a copy of this report.

Finally, before looking at the comments in more detail, it is also important to note that significantly more comments came from those who opposed the proposals than supported them; for example 88% (105) of participants who supported the Additional Licensing Scheme chose not to comment compared to 28% (44) of those who opposed who did not (see table 4.1. and 4.2 for more information).

Overview of key themes raised:

Reasons for supporting and opposing the Additional Licensing Scheme (ALS):

Tables 4.1 shows the number of each time a theme was mentioned by those who support and oppose the ALS proposal.

Table 4.1 - Key themes (ALS)	Support	Oppose
Bad experiences elsewhere	0	5
Costs to tenants	0	49
Low confidence/doubt in the scheme	0	43
Expand - go further	0	0
Good to focus on worst areas	0	1
Health & Safety	2	0
Impact on small landlords	0	3
Tackle poor conditions	6	1
Tackle rouges	2	2
Tenant protection	7	0
Too expensive	0	19
Too much bureaucracy	0	19
Unfair on good landlords	0	21
Not Answered	105	44

Very few participants who supported the proposal gave a comment; making it hard to confidently understand why residents would support the proposal.

In contrast, many more participants who opposed the proposal gave a comment. This data shows the main reasons given those who oppose the licensing scheme are:

- The costs being passed onto tenants
- Low confidence/doubt the scheme will achieve its aim
- A feeling the scheme is unfair on good landlords

Other less common reasons were:

- The scheme is too expensive
- The process is too bureaucratic

Reasons for supporting and opposing the Selective Licensing Scheme:

Tables 4.2 shows the number of each time a theme was mentioned by those who support and oppose the SLS proposal.

Table 4.2 - Key themes (SLS)	Support	% of comments	Oppose	% of comments
Bad experience elsewhere	0	0%	6	6%
Costs to tenants	0	0%	39	37%
Low confidence/doubt in the scheme	1	7%	39	37%
Expand - go further	3	20%	3	3%
Health & Safety	2	13%	0	0%
Impact on small landlords	0	0%	1	1%
Tackle poor conditions	4	27%	0	0%
Tackle rouges	2	13%	1	1%
Tenant protection	4	27%	0	0%
Too expensive	0	0%	15	14%
Too much bureaucracy	0	0%	17	16%
Unfair on good landlords	0	0%	23	22%
Not Answered	95	86%	57	35%

Very few participants who supported the proposal gave a comment; making it hard to confidently understand why residents would support the proposal.

In contrast, many more participants who opposed the proposal gave a comment. This data shows the main reasons given those who oppose the licensing scheme are:

- The costs being passed onto tenants
- Low confidence/doubt the scheme will achieve its aim
- A feeling the scheme is unfair on good landlords

Other less common reasons were:

- The process is too bureaucratic
- The scheme is too expensive

Any other comments?

Towards the end of the survey, participants were given the opportunity to offer any other comments they may have. These comments, fewer in number, tended to repeat the comments made in previous sections.

Table 4.3: Key themes	Times mentioned	% of comments
Affordable rent issues	5	5%
Costs to tenants	17	15%
Low confidence/doubt in the scheme	21	19%
Expand - go further	6	5%
Health & Safety	6	5%
Impact on small landlords	2	2%
Tackle poor conditions	12	11%
Tackle rouges	5	5%
Tenant protection	14	13%
Too expensive	7	6%
Too much bureaucracy	6	5%
Unclear response	6	5%
Unfair on good landlords	9	8%
Total responses	110	100%
Not Answered (% of participants)	181	62%

This table shows, the number of times ‘tenant protection’ (the need to protect tenants) and the need to ‘tackle poor conditions’ was raised was proportionately higher compared to the previous data sets. Nevertheless, the worry that costs would be passed onto tenants and low confidence/doubt in the proposals were still the most common topics mentioned.

Thematic analysis of the schemes:

Reasons for supporting the proposals:

There were very few comments given by those who supported the proposals which makes it hard to draw any meaningful conclusions as to the specific reasons why either of the schemes would be supported.

A closer look at the qualitative data, although limited, shows that of those who did support and comment, the main reasons were:

- The need to ensure the health and safety of a property
- The recognition and/or need to tackle poor housing conditions in the private rented sector
- The need to tackle rouge landlords
- The need to protect or enhance tenant rights

Interestingly, there were some comments from those who opposed the proposals who also touched on these themes. Likewise, in the 'any other comments' section, the need to tackle poor conditions in the private rented sector and protect or enhance tenant rights were common topics.

Reasons for opposing the proposals:

Many more comments were given by those who opposed the proposals compared to those who supported them. The main reasons given for opposing the proposals were as follows:

- The costs being passed onto tenants
- Low confidence/doubt the scheme will achieve its aim
- A feeling the scheme is unfair on good landlords

Other less common reasons were:

- The process is too bureaucratic (often mentioned alongside main themes above)
- The scheme is too expensive (often mentioned alongside main themes above)

The costs being passed onto tenants:

For both additional and selective licencing, comments mentioning concern over the costs being passed onto tenants were common reasons given for opposing. Interestingly, there were also a number of participants who were tenants who also said this.

It is worth noting that although the proposals stated that the fees should be payable by landlords, there were a large number of landlords who said this would force them to up the rent; there were also some tenants who expressed this concern. Unfortunately, data on the portfolio size of landlords was not collected, however a number of comments suggested that smaller landlords (who are perhaps leasing to pay off their mortgage or whilst they temporally work or live outside of Hackney) who make little or no income off their property said they could not see any other way to pay for the license. Conversely, there were some participants who said they had a large number of properties, and as such the license fees would represent a significant cost which they would cover by increasing rent.

There were also some participants who raised concern that costs being passed onto tenants would make renting in Hackney more difficult, and therefore less likely – making it harder for both tenants and landlords. Some landlords stated they expect landlords to sell up their Hackney properties and buy in cheaper areas outside of Hackney (or stop being landlords altogether). Similarly, there were some who claimed tenants would be deterred from renting in Hackney and move to outer London – which makes these areas more attractive to landlords. Linked to this, there was a concern from some participants that this knock on effect would negatively impact both the affordability and therefore availability of housing – putting greater pressure on the need for housing.

Low confidence/doubt the scheme will achieve its aim:

Although this topic was also very commonly mentioned across all comment sections of the survey, the reasons for low confidence or doubt in the scheme contained may sub-reasons:

These can be summarised as:

- 'If rogue landlords don't play by the rules now, why would they as a result of this scheme?
- Scheme seen as a money making scheme
- Scheme seen as counter-productive
- 'The council should lead by example by improving conditions in social housing first.'

Will rogue landlords play by the rules?

These comments expressed the view that if the landlords are dodging enforcement and the law now, why would the introduction of the licensing scheme encourage them to play by the rules? Some participants suggested harsher penalties, and others - greater enforcement of the current rules.

Scheme seen as a money making scheme

Some participants stated simply that they viewed this scheme to be a money making scheme for the Council. A few of these comments went on to explain this was because there are enforcement procedures already in place, and questioned why these were not working.

Specifically, a number of responses (which were also the same or very similar) stated that because they were part of an accredited scheme/association and/or used a reputable independently assessed letting agency they adhered to what the aims and objectives set out in the schemes already. Some of these participants went on to say that perhaps those who are part of these schemes should be exempt from paying for the license – which would operate as an incentive to play by the rules, rather than a 'punishment' regardless of whether they do or do not (see section below on 'unfair to good landlords').

Finally, a small but noticeable amount of comments suggested that the Council should lead by example by ensuring its social housing stock is up to the same standards. A closer look at these comments suggests these comments were offered by leaseholders (who may also be letting their property). Some anecdotal comments suggest these participants feel they are being unfairly treated as they feel Council managed properties around them do not meet the same standards, affect the quality of their own accommodation, and are expected to pay a license fee.

A feeling the scheme is unfair on good landlords

These comments appear to be linked to all the above themes, and the most common point was that it is 'unfair to punish good landlords' for the sake of rouges.

This is especially the case for those who said they are in accredited schemes and/or use reputable letting agents. These comments were often linked with the argument that the schemes were therefore unfairly high and the schemes represented a duplication of what was there already (too much bureaucracy) – and therefore wouldn't work fixing problems which are not fixed already; again, linking in to the idea that the schemes represent a money making exercise.

The scheme is too expensive:

Put simply there were a small number of participants who felt the license fees were too high. Although those who felt the schemes were not necessary or wouldn't work (and those who felt the scheme was a money making exercise) implied this. However, it is perhaps most strongly implied by the comments by landlords who said the costs would be passed onto tenants – in particular those who said they make little profit (and small landlords).

Some participants pointed out that changes to tax legislation (for buy to let landlords and well as the raised stamp duty on those units) by central government in recent months has placed extra financial burden on landlords – and that the cost of the schemes were insensitive to the changes at a national level.

Letters

During the consultation period, a number of residents and organisations wrote in expressing both support and opposition of the proposals. Each of these letters have been passed onto Private Rented Services team for consideration and have been responded to; a brief summary is outlined below. The Private Housing Services team will produce a consultation response alongside this consultation report.

Letters in support

A total of 17 letters were received in support of the proposals (although two of these were about poor housing conditions and one letter was generally unclear – all of which were handed in along with other letters of support).

Hackney Citizens (Citizens UK)

One letter was received from Hackney Citizens, a Hackney Branch of Citizens UK. The Hackney branch is made up of 24 member organisations in Hackney including faith, education and community groups. This group stated it supported both schemes because many of their members experience 'extreme challenges' with regard to their living conditions in the private rented sector and are often too scared to speak up. This group felt that introducing the schemes was an effective way of elevating good practice and removing bad practice.

It is also worth noting that a number of students also joined the Mayor and Councillor Sem Moema (Mayoral advisor for Private renting and housing affordability), and Hackney Citizens at Cardinal Poll School to encourage residents to participate in the consultation process and support the schemes. Please see: <http://news.hackney.gov.uk/school-campaigners-urge-hackneys-renters-to-have-their-say-as-rogue-landlord-consultation-nears-close-date/> (accessed: 04/12/2018)

Deputy Mayor for Housing and Residential Development (Mayor of London)

James Murray, Deputy Mayor for Housing and Residential Development also strongly supported both schemes. He expressed the Mayor of London is aware of the issues within the private rented sector, and that these schemes complimented London wide ones currently being developed by the Mayor.

Letter from the Hackney Green Party

Hackney Green Party said they supported the introduction of the schemes adding they were long overdue and it is needed in terms of improving the condition of rented housing and tenant rights.

The letter also called for the proposals to go further – that the Selective Licensing Scheme should cover the whole of Hackney; tackling other areas they felt there were similar issues and making the

system as a whole clearer throughout Hackney. They having two schemes risks creating a two-tier system whereby one bad landlord in one part of Hackney could be held to a lower standard in some parts of Hackney than in others.

The letter also supported the fine level, but called for greater enforcement – arguing that Hackney has lagged behind other boroughs in London. As such, the letter calls for greater investment into enforcement services – referencing Sheffield City Council as a good example. An annual enforcement report was also suggested.

Finally, the letter suggested the idea of using a discount on the license fees for landlords who offer longer tenancy agreements to their tenants to encourage longer tenancies in the borough.

Individual letters

These individual letters came through at the same time as the Hackney Citizens one (delivered to the Housing reception at Christopher Addison House). All these letters were unaddressed – meaning the Council is unable to reply to them.

Of these letters, 14 highlighted poor housing conditions in their private rented accommodation, some asking for help. 12 of these explicitly stated their support for licensing schemes. Another letter – despite a sub-title broadly supporting the scheme – contained irrelevant and unclear text.

Letters in opposition

National Approved Letting Scheme (NALS) Consultation Response

NALS is an accrediting organisation for lettings and management agents in the private rented sector. Its response is very detailed and contains some technical points which cannot be easily summarised. As with all the letters, the NALS's response has been passed onto the Private Housing Service who will address it in their consultation response.

In sum, the letter expressed understanding and support for the desire to tackle the minority of rogue landlords and lettings agents that offer sub-standard accommodation and place their tenants' health and safety at risk. However, had concerns about the roll-out of new licensing schemes expressing a perceived lack of consistency it brings to the regulation of the private rented sector.

General points included:

- There are 30 schemes in operation across London which brings uncertainty and confusion to landlords
- As the national definition of an HMO has changed recently – this should be trailed first; or just in the three ward proposed for s
- Suggested a co-regulation proposal

- Welcomed the decision to exclude converted buildings into flats which include some owner occupiers; but added that licensing should be restricted to situations where the whole building and all the individual flats within it are in single ownership or considered to be effectively under the same control
- Recognised the need for a fee, but suggested it should be streamlined and efficient applications system; that applications systems should be running and advertised (accepting early applications) before the launch of the system
- The Council should offer a discounted fee if the licence holder or their designated manager is accredited through an approved scheme; an 'early bird discounted fee';
- The proposed licence conditions listed in Appendix 7 of the consultation document are too general to indicate exactly what each clause means; In general terms, we do not think it is necessary or appropriate to replicate existing statutory requirements as licence conditions
- NALS members are trained and monitored, which should be encouraged – and links into the discounted fee point – but also that NALS agents should be exempt from further training requirements
- The consultation does not make clear the council's proposed inspection methodology when receiving new licence applications. Asks the council to make their proposals clearer
- Enforcement should be well resourced
- Request that the proposed evaluation methodology is set out in any subsequent Cabinet report, together with a commitment to publish an annual performance update throughout the life of any future licensing scheme
- Encourage the council to explore mechanisms for effective liaison with letting agents and to acknowledge the benefits of encouraging landlords to use regulated licensed firms

Individual email:

One email was received against the proposals. The comments made have been included in the overall analysis with the survey – the points raised follow the same format and key topics raised overall. The letter was passed to the Private Housing Services team for consideration.

Conclusion

Although the overall data would suggest that there is opposition to both schemes, the tenure and postcode information suggests that it should be treated with caution. For example, 20% of all responses were landlords from N16 postcode – a group most impacted by the proposals. Likewise, that 30% of those in opposition to both Additional and Selective Licensing Schemes, suggests that tenants may not see the benefits the schemes hope to achieve.

It is also worth noting that whilst 291 residents, tenants, landlords, businesses and letting agents took part in the consultation, the number of tenants – specifically those from an HMO property accounted for far less than landlords. Considering the low response rates from these tenant groups it makes it hard to draw any meaningful conclusions, from this consultation data, as to whether or not they would support or oppose these proposals and why.

Considering the quantitative (statistical) data is somewhat stronger for particular tenures and postcodes, the qualitative data (comments) is perhaps more useful in understanding the reasons why residents would support or oppose the proposal. Again, the number of comments raised in support of the proposals were numerically far less than those who opposed; making it difficult to draw conclusions. However, the comments from those who opposed suggest some clear concerns/reasons for opposing:

- The costs being passed onto tenants
- Low confidence/doubt the scheme will achieve its aim
- A feeling the scheme is unfair on good landlords

Other less common reasons were:

- The process is too bureaucratic
- The scheme is too expensive

These comments would suggest that explaining how the fees would be paid for, and what the impact on tenants would be if costs were passed on – and moreover being clear about how these fees would benefit Hackney residents – would perhaps alleviate some of these concerns. This could also be the case for those who expressed low confidence/doubt the scheme will achieve its aim.

The feeling that the scheme is unfair on good landlords could be addressed by exploring the idea that incentives should be offered to those who are part of accredited schemes; perhaps this would also address some of the concerns around costs too.

A number of more technical questions, ideas and challenges were offered individually – all of which have been passed onto Private Housing Services to consider as part of their consultation response.

#BetterRenting

Licensing Hackney's private rented homes

Tell us your views on our proposals to expand property licensing in Hackney



Contact us on:

020 8356 4520

consultation@hackney.gov.uk

 **Hackney**

BETTER RENTING: LICENSING HACKNEY'S PRIVATE RENTED HOMES

Making private renting better for everyone



With 13,000 households on the Council's housing waiting list and house prices increasing more than sevenfold in twenty years, Hackney today is facing an unprecedented housing crisis.

As a result, the borough's growing population is increasingly turning to the private rented sector to find a place to live. The number of private renters has doubled in the last decade to 34,000, or one in three households.

These changes have real consequences. Rising rents have meant the average two bedroom property now costs £1,820 a month on the private market – over £300 a month more than it did in 2011 – and requires a £65,000 annual household income. With nearly half of private renters earning less than £30,000, many families are struggling to pay their rent.

And while the majority of landlords provide a professional service to their tenants, increases in demand have allowed some to exploit a poorly regulated private rented sector, and forced many private renters to accept conditions that don't meet modern day standards.

11% of Hackney's private renters – that's almost 4,000 households – have to put up with serious hazards like leaking roofs, dangerous boilers, exposed wiring and vermin infestations. This increases to 20% in hotspots such as the Brownswood, Cazenove and Stoke Newington wards and across Hackney's shared properties.

In Hackney we've long been committed to change, successfully campaigning for new measures such as banning orders for rogue landlords, legal requirements for fire and carbon monoxide alarms, action on revenge evictions and a ban on letting fees for tenants. And this year we launched our Better Renting campaign – a new commitment to improving the sector for everyone by supporting Hackney's private renters and encouraging greater professionalism among the borough's landlords.

We think licensing more privately rented properties could be a major step towards achieving this. Targeting the key areas where the problems in Hackney's private rented sector are at their most acute could help ensure that privately rented homes are registered, landlords are fit and proper and poor conditions are addressed. By letting us focus resources on the rogue landlords who exploit the system and tarnish the sector, we think this will benefit both the majority of good landlords who do the right thing, but most importantly the private renters who are on the receiving end of poor treatment.

It's Hackney's renters, landlords and residents who have experienced these issues first hand, and we want to know what you think. To respond to the consultation, please complete the questionnaire at: consultation.hackney.gov.uk.

Cllr Sem Moema, Mayoral Advisor for Private Renting and Affordability

Private renting – what's the problem?

Hackney has 34,000 privately rented homes, accounting for around 30% of all homes in the borough – a proportion that has more than doubled in the last decade.

With such huge growth, the Council has commissioned new research into Hackney's private rented sector to understand how this change has affected people living in privately rented homes. This has revealed that:



These issues have a significant impact. Living in poor conditions, with problems such as poor heating or damp and mould, has a direct impact upon health. And this has a wider effect on our community as a whole – poor health has a subsequent impact upon health and social care budgets, and badly maintained homes with inadequate bin stores and overgrown gardens have a detrimental effect on the local environment and the overall sense of wellbeing in our neighbourhoods.

What are we doing already?

The Council has always enforced against landlords who don't do the right thing and long campaigned for better standards to ensure private renters have a safe, secure and affordable home. This includes providing help and support to private renters, encouraging greater standards of professionalism among landlords and letting agents, and tackling the rogue landlords who give the sector a bad name.

Many of our demands – such as banning rogue landlords, making fire and carbon monoxide alarms a legal requirement, and taking action on revenge evictions – have been met by the government, and earlier this year we became the first council in England to introduce a voluntary ban on letting agents fees charged to tenants.

The Council currently operates the national mandatory HMO licensing scheme, which applies to all HMOs of three or more storeys, occupied by five or more unrelated persons who share amenities such as a kitchen, bathroom or toilet. We also respond to reports and complaints about poor conditions and bad management across the private rented sector, which has brought considerable improvements in housing conditions.

Why hasn't this addressed the problem?

The mandatory HMO licensing scheme only covers HMOs that meet specific criteria. As a result the scheme doesn't cover 84% of HMOs in Hackney, and not a single one of the borough's non-HMO properties (which make up 87% of the total) are covered by any form of licensing scheme.

In addition, relying on complaints is no longer the most effective way to cope with a growing number of poor-quality privately rented homes, as this approach relies on the willingness and ability of tenants - who may be unaware of their rights or disinclined to report a problem for fear of eviction - to notify the Council of any issues.

Introducing property licensing – our proposals

With the Council's current enforcement procedures no longer the best way to address standards in the rapidly expanding private rented sector, we are committed to implementing a more proactive approach by introducing two new property licensing schemes in Hackney:

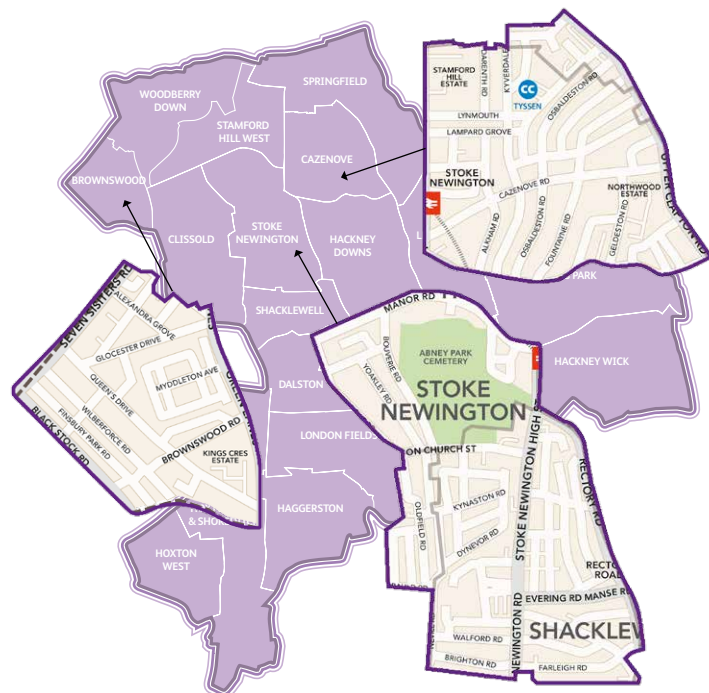
1. A borough-wide additional licensing scheme for all HMOs*. This would mean that all HMOs – not just the 16% covered under the current mandatory licensing scheme – would need to be licensed.

*Houses in Multiple Occupation (HMOs) are:

- Houses, including flats, occupied by two or more households who share amenities such as kitchens, bathrooms or WCs.
- Buildings converted entirely into self-contained flats where the conversion did not meet, and still does not meet, 1991 Building Regulations standards and more than one-third of the flats are let on short-term tenancies.

The detailed definition is contained in section 254 of the Housing Act 2004.

2. A selective licensing scheme for all privately rented non-HMO homes in three wards – Brownswood, Cazenove and Stoke Newington. This would mean that all privately rented homes in the three wards most affected by poor conditions would need to be licensed.



What will these proposals mean?

If the licensing schemes are introduced, all landlords of properties covered under the two schemes will be required to obtain a licence from the Council before letting the property. By obtaining a licence, the landlord is agreeing to comply with the following conditions:

All property types:

- Gas and electrical installations to be fitted only by certified operatives
- All facilities and equipment within the property, including all electrical appliances supplied by the landlord, are safe and maintained
- Adequate fire safety precautions, including ensuring that all furnishings meet fire safety requirements
- Adequate provision of cooking facilities, bath/shower rooms, and toilets
- Good standards of cleanliness, repair, and general condition
- Repairs, maintenance and improvements to be carried out only by competent persons employed directly by the licensee or managing agent
- Pest control measures taken where necessary
- Proper tenancy agreements for tenants and a restriction on the ability to create new tenancies being limited only to the licensee or managing agent
- Tenancy deposits lodged with approved schemes and notified to tenants
- Rent collection may only be carried out by the licensee or managing agent
- Maximum permitted levels of occupation not exceeded
- Licence holder details notified to tenants and the Council
- Emergency contact details provided to tenants
- Provision and management of refuse/waste storage and disposal
- Adequate home security
- Yards, gardens, fences and outdoor space kept in good condition
- Measures to tackle anti-social behaviour relating to the property where necessary

- Certain information to be provided to the Council on demand
- The Council to be notified of changes in ownership, management, property layout, and provision of amenities
- Minimum six-monthly inspections of the property
- Requirement for landlords/agents to demonstrate competency in property management through membership of an approved accreditation scheme e.g. London Landlord Accreditation Scheme or similar
- Exclusion of landlords/agents from being a licence holder or manager where there is a history of criminal offences, unlawful discrimination, or contraventions of housing or landlord and tenant law

Further conditions for selective licensing (Brownswood, Cazenove and Stoke Newington):

- Requirement on landlord/agent to obtain tenant references
- Requirement on landlord/agent to obtain Energy Performance Certificates

How will this help?

Benefits for private renters:

- Improvements in the condition and quality of privately rented homes covered through the two licensing schemes through licensing conditions, inspections and enforcement.
- Reduction in rogue landlords through increased enforcement, for example through better protection against unfair evictions.
- Better information for private renters on their rights and the standards they should expect.
- Greater protection of vulnerable renters, for example through ensuring adequate amenities, space standards and fire safety.

Benefits for landlords and letting agents:

- A fairer operating environment for private landlords who already do the right thing through better enforcement of housing conditions and management standards across the board.
- Improved engagement between the Council and private landlords and letting/managing agents, and support for landlords to manage their properties properly.
- Promotion of landlord accreditation schemes, encouraging more professional landlords and a better reputation for private landlords in the borough.

Benefits for everyone:

- Environmental improvements through enforcing correct waste disposal and maintenance of gardens and driveways.
- Identification of landlords not paying the correct Council Tax.
- More effective tackling of antisocial behavior and crime within the private rented sector.

How will the licensing schemes work?

All landlords of properties covered under the two schemes will be required to make an online application for a licence on the Council's website and pay a one-off fee to the Council to cover the first five years of the licence. The schemes will be not-for-profit – fees will be set to cover the cost of setting up and managing the schemes only.

ESTIMATED FEES TO LANDLORDS	
Additional licensing scheme – for all HMOs	£900 – £1,150
Selective licensing scheme – for Brownswood, Cazenove and Stoke Newington wards	£450 – £500

These estimates are a guide only. Exact costs and fees will be published when the full extent of the schemes is known.

It is a criminal offence to let out a property in a designated licensing area without a licence or failure to comply with any condition of the licence. Offences could lead to prosecution and an unlimited fine or, as an alternative to prosecution, the issue of a fixed penalty notice. Fixed penalties would be determined by the severity of the offence up to a maximum of £30,000.

How to have your say:

To have your say on these proposals and to find out more detailed information please visit consultation.hackney.gov.uk

Alternatively please complete the paper survey enclosed and return in the free post envelope provided.

If you have any questions about the consultation or the proposals please contact us on:

020 8356 4520
consultation@hackney.gov.uk

Consultation closes on 03 December 2017

Private Rented Sector Licensing Consultation

Hackney Council is consulting all residents, landlords and businesses who live or operate in the borough, on proposals to introduce two new licensing schemes for private rented accommodation in Hackney; an *Additional Licensing Scheme for all Houses in Multiple Occupation (HMOs)*, and a *Selective Licensing Scheme* for all privately rented properties, in Brownswood, Cazenove and Stoke Newington wards.

Please read the supporting consultation document carefully before completing this consultation form and returning it in the freepost envelope provided. You can also complete this survey online at: **consultation.hackney.gov.uk**

The consultation closes on 03 December 2017

If you have any questions or would like more information please get in touch using the details below:

Q1. In what capacity are you responding to this consultation? (Tick all that apply)

- ☐ As a tenant in private rented accommodation (HMO) (Two or more households with shared amenities)
- ☐ As a tenant in private rented accommodation (non-HMO)
- ☐ As a social housing tenant (provided by a Local Authority or Housing Association)
- ☐ Home owner (owned outright or bought with a mortgage)
- ☐ Landlord with property in Hackney
- ☐ Landlord with property outside of Hackney
- ☐ Letting agency (operating and/or based in Hackney)
- ☐ Business (operating and/or based in Hackney)
- ☐ Public or professional organisation
- ☐ Other

Please state:

Q2. What is your postcode area?

E1 ☐ E2 ☐ E5 ☐ E8 ☐ E9 ☐ E10 ☐ E15 ☐ EC1 ☐ EC2 ☐ N1 ☐ N4 ☐ N16 ☐

Other, please state



Contact us on:
020 8356 4520
consultation@hackney.gov.uk

Hackney

Q3a. Do you support or oppose the introduction of an Additional Licensing Scheme for all Houses in Multiple Occupation (HMOs) in Hackney?

Please see page 4 in the consultation document before answering this question.

☐ Support ☐ Oppose ☐ Don't Know

Q3b. Please explain your answer:

If you oppose, please state clearly which part/s you oppose and why. This will help us to understand and therefore better consider your answer.

Q4a. Do you support or oppose the introduction of a Selective Licensing Scheme for all privately rented properties, in Brownswood, Cazenove and Stoke Newington wards?

Please see page 5 in the consultation document before answering this question.

☐ Support ☐ Oppose ☐ Don't Know

Q4b. Please explain your answer:

If you oppose, please state clearly which part/s you oppose and why. This will help us to understand and therefore better consider your answer.

Q5. Do you have any other comments about either of the licensing schemes we are proposing?

Would you like a response?

Q6. If you would like us to respond to your comments please provide us with your contact details:

Alternatively, you can wait to see how we have responded to anonymised comments in the consultation report which will be publicised on our website www.hackney.gov.uk/private-sector-housing.

We will notify the publication of the report to all residents, landlords and businesses through the Council's fortnightly newspaper – Hackney Today as soon as the report is ready.

Please note – all contact details will be held in line with the Data Protection Act 1998 and will not be shared with anyone. We will only use this information to contact you regarding this survey.

Name:

Email/address:

About you

So we can best understand our service users and residents please complete this optional information about you. All information is used under the strict controls of the 1998 Data Protection Act.

Gender: Male ☐ Female ☐

If you prefer to use your own term please provide this here:

Is your gender identity different to the sex you were assumed to be at birth?

Yes it's different ☐ No it's the same ☐

Age: what is your age group?

☐ Under 16 ☐ 16–17 ☐ 18–24 ☐ 25–34 ☐ 35–44 ☐ 45–54
☐ 55–64 ☐ 65–84 ☐ 85+

Disability: Are your day-to-day activities limited because of a health problem or disability which has lasted, or is expected to last, at least 12 months?

Yes ☐ No ☐

Caring responsibilities: A carer is someone who spends a significant proportion of their time providing unpaid support to a family member, partner or friend who is ill, frail disabled or has mental health or substance misuse problems.

Do you regularly provide unpaid support caring for someone?

Yes ☐ No ☐

Ethnicity: Are you:

☐ Asian or Asian British
☐ White or White British
☐ Black or Black British
☐ Mixed background
☐ Other (please state if you wish):

Religion or belief: Are you:

- ☐ Atheist/no religious belief
- ☐ Christian
- ☐ Muslim
- ☐ Buddhist
- ☐ Secular beliefs
- ☐ Charedi
- ☐ Jewish
- ☐ Sikh
- ☐ Other (please state if you wish):

Sexual orientation: Are you:

- ☐ Bisexual
- ☐ Gay man
- ☐ Lesbian or Gay woman
- ☐ Heterosexual
- ☐ Other (please state if you wish):

Thank you for taking part in this questionnaire.

Please return your completed questionnaire by 3 December 2017.

If you would like to find out what this document says please tick the appropriate box, put your name, address and phone number at the bottom of this page and return it to the address below.

এই দলিলে কি লেখা আছে সে সম্পর্কে যদি আপনি জানতে চান তাহলে অনুগ্রহ করে উপযুক্ত বাক্সে টিক দিন, এই পাতার নীচে আপনার নাম, ঠিকানা ও ফোন নম্বর লিখুন এবং এটি নীচের ঠিকানায় ফেরত পাঠান। (Bengali)

如果你想知道這份文件的詳細內容，請在方框內打鉤，在本頁下面寫下你的名字、地址和電話號碼並寄到下面的地址。 (Chinese)

Si vous désirez connaître le contenu de ce document, veuillez cocher la case appropriée et indiquer votre nom, adresse et numéro de téléphone au bas de cette page et la renvoyer à l'adresse indiquée ci-dessous. (French)

Ger hun dixwazin bizanibin ku ev dokument çi dibêje, ji kerema xwe qutika minasib îşaret bikin, nav, navnîşan û hejmara telefona xwe li jêrê rûpel binivîsin û wê ji navnîşana jêrîn re bişînin. (Kurdish)

Jeśli chcesz dowiedzieć się, jaka jest treść tego dokumentu, zaznacz odpowiednie pole, wpisz swoje nazwisko, adres i nr telefonu w dolnej części niniejszej strony i przeslij na poniższy adres. (Polish)

Haddii aad jeclaan lahayd in aad ogaato waxa dokumeentigani sheegayo fadlan calaamadi godka ku haboon, ku qor magacaaga, cinwaanka iyo telefoon lambarkaaga boggan dhankiisa hoose ka dibna ku celi cinwaanka hoose. (Somali)

Si desea saber de lo que trata este documento, marque la casilla correspondiente, escriba su nombre, dirección y número de teléfono al final de esta página y envíela a la siguiente dirección. (Spanish)

Bu dökümanda ne anlatıldığını öğrenmek istiyorsanız, lütfen uygun kutuyu işaretleyerek, adınızı, adresinizi ve telefon numaranızı bu sayfanın alt kısmına yazıp, aşağıdaki adrese gönderin. (Turkish)

(Urdu) اگر آپ یہ جاننا چاہتے ہیں کہ دستاویز میں کیا لکھا ہے تو ازراہ کرم مناسب باکس میں صحیح کا نشان لگائیے اور اپنا نام، پتہ اور فون نمبر اس صفحہ کے نیچے لکھیے اور اسے نیچے دیئے گئے پتہ پر واپس بھیج دیجئے۔

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Tower Quay - Google Maps

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Tower Quay - All reviews

**Giorgia Laurencio**
2 reviews

★ ★ ★ ★ 2 years ago

Do not ever rent with them, seriously.
I decided to move in one of their property and I have been waiting for their contract for like 2 weeks now.
They don't reply to the emails and, above all, they don't answer to the phone. Incredibly rude people and not helpful at all and you pay the service something like 300£.
AVOID IT as much as you can!


6 [Share](#)

**Stranger Analytica**
4 reviews

★ ★ ★ ★ 3 years ago

Do not rent from these people! Stole my deposit, were rubbish at fixing anything in the apartment... all they care about is money and getting it out of you unjustly. Talk about white collar criminals.


4 [Share](#)

**Jay Jay**
6 reviews

★ ★ ★ ★ 3 years ago

This is a CRIMINAL letting agency, they will take all of your deposit and use technicalities with the contract to do so, they are cowboy criminals and never once cared about sorting out any problems with the apartment and then take you for everything you've got once you get fed up of living in squaller and finally move. Disgusting behaviour and have never experienced this level of audacity in 12 years of living in london. AVOID AT ALL COSTS.

8 [Share](#)

**Lindsay Maclaren**
1 review

★ ★ ★ ★ 3 years ago

*****DO NOT RENT THROUGH THIS AGENCY!!!! ***** They are total cowboys. I vacated the property I lived in on the 31st July 2017 and I am still yet to have my deposit returned. I have done all they asked for and now having to raise disputes to get my money back via Justice for tenants and also My deposits scheme.
They are slow on responses , never fix things, charge way above the odds for inventories etc and now are not returning my deposit even tho I left the property as I rented and I was a reliable tenant. I am absolutely appalled in how they work.

12 [Share](#)

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Hackney landlords told to get HMO licensed

By **Tom Entwistle** - 26th September 2018

Please Note: This Article is 3 years old. This increases the likelihood that some or all of it's content is now outdated.

HMO Licensing:

Landlords in Hackney could face unlimited fines and prosecution unless they apply for a licence by 3 December, as part of new property licensing measures coming into force in Hackney

The new powers mean that landlords of all private rented homes in Brownswood, Cazenove and Stoke Newington wards will need to hold a licence committing them to keeping properties safe and treating tenants fairly.

And landlords of the 4,000 Houses in Multiple Occupation (HMOs) – with two or more households and shared facilities such as kitchens, bathrooms and toilets – across the borough will also need a licence requiring them to meet acceptable standards.

Those who don't get licensed or fail to comply with the conditions will face fixed penalties of up to £30,000, a criminal prosecution with unlimited fine, or be forced to pay tenants back up to a year's rent. Serious offenders can be banned from letting homes completely, and placed on a rogue landlords' database.

The Council's private housing enforcement team is set to almost double in size to uncover perpetrators and tackle issues such as inadequate heating, damp and mould, dangerous boilers, exposed wiring and vermin infestations.

Council research found that around one in five homes covered under the new measures suffer from serious hazards, disrepair or poor management.

Kim Wright, Group Director for Neighbourhoods and Housing, said:

"Many of Hackney's landlords provide a good, professional service, and we're looking forward to working with them to create better conditions for renters in Hackney.

"But these new measures – along with our expanded enforcement team – will tackle those who don't treat renters fairly or keep their homes safe.

"We're encouraging all landlords to check if they need a licence and get their applications in to us before we begin enforcement in December."

Full details on the new property licensing measures, including which landlords need a licence and the licensing conditions, are available at:

www.hackney.gov.uk/property-licensing

Please Note: This Article is 3 years old. This increases the likelihood that some or all of it's content is now outdated.



Tom Entwistle

<https://www.landlordzone.co.uk/author-bios-tom-entwistle>

Tom Entwistle has invested in and developed commercial and residential properties since 1979 and later founded LandlordZONE back in 1999.

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Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

thetimes.co.uk

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Body

A quarter of all homes sold in England are **leasehold**, yet until recently it was something that dusty solicitors mumbled about, and would-be buyers vaguely considered. Today, the feudal system that still governs our flats and estates is probably the most contentious issue in property.

It was ignited when three working mothers who bought **leasehold** houses in the northwest of England launched a Facebook group. "I had no idea what kind of world I was opening up," says Katie Kendrick, 37, a nurse from Cheshire, who founded the National **Leasehold** Campaign in 2017 (NLC);

[nationalleasehold campaign.org](http://nationalleaseholdcampaign.org)

). The freehold of the new-build in Ellesmere Port that her family had bought for £214,000 had been sold from underneath them - and the price to buy it out had rocketed threefold to £13,350. Its new owner? A £1.4bn fund run by William Waldorf Astor IV, David Cameron's brother-in-law.

Two years and almost 14,000 members on, the campaign shamed first Taylor Wimpey, then another 44 freeholders and developers, into action over ground rents that buy nothing, yet soar exponentially. Ministers have announced 10 consultations on **leasehold** issues - drawing record responses. And last month a parliamentary inquiry by the housing select committee found that "the balance of power... is too heavily weighted against leaseholders, and this must change". It called for **leasehold** to be replaced by commonhold, which is used in almost all former British colonies, including Australia and the US.

England and Wales are among the few countries that still allow a landlord, or freeholder, to grant a "leaseholder" the right to live there for anything from 99 to 999 years, yet retain possession of the home. Scotland has abolished **leasehold**.

The idea dates back 950 years, to the time when when William the Conqueror took England for the crown and leased land to his lords under strict conditions. They, too, leased plots to tenants. Today it allows freeholders to levy high charges for lease extensions, services, consent fees for any changes and ground rents, all for no benefit whatsoever - unless the leaseholder buys the freehold at great cost.

Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

"We've seen an increasing number of bad practices by freeholders using the **leasehold** scheme - looking across the whole of **leasehold** law, it's not fit for purpose," says Nicholas Hopkins, who is leading three **leasehold** consultations by the Law Commission to advise the government. These aim to make it easier to buy or extend your lease, take over the right to manage your development and convert to commonhold.

Despite all this, "zero has changed", Kendrick says, pointing out that all the official measures are still at consultation stage. Even if they are implemented, they won't help millions of leaseholders already trapped in unfair leases (see below).

It "ought to make things less bad - we haven't got to the stage of making it better", says Sir Peter Bottomley, co-chairman of the all-party parliamentary group (APPG) for **leasehold**, which has swollen to 161 MPs and peers.

The government has vastly underestimated the scale of **leasehold** problems. As recently as 2014, it said England had only 2.5m **leasehold** homes - that figure was upped to 4.3m based on evidence provided by the **Leasehold Knowledge Partnership** (LKP;

leaseholdknowledge.com

). Further LKP research now puts it at 6.6m for England and 200,000 in Wales. Analysis of all **leasehold** titles on the Land Registry, compiled by the search app LandInsight, confirms at least 5.3m homes in England and Wales - 20% of all properties - are **leasehold**.

One area where the changes won't go far enough is unfair service charges, which cost leaseholders as much as £1.4bn a year, the **leasehold** APPG believes. Last month's select committee report criticised maintenance costs as "uncapped" and "opaque", with "no reasonable means" for leaseholders to challenge how their buildings are run. "Financially, the buck always seems to stop with the leaseholders, and there is little they can do about it," says the Labour MP Clive Betts, chairman of the housing select committee.

At a seafront block of 121 flats in Bournemouth, water still puddles on balconies - even though residents had to spend £1.6m on repairs, with a cost overrun of £527,000. One morning they woke up to find fines applied to their cars in their underground car park by the new operator, appointed by their jointly owned freehold management firm. Over the past decade, leaseholders have been involved in more than 10 court cases against the company, whose directors are also residents. "The stress is unbelievable," says Kevin Dixon, 63, a retired Treasury officer who now heads a residents' group. He and David Bell, 54, bought their three-bedroom flat in the modernist block for £317,000 in 2007. "We wanted a quiet life." It's been anything but.

In 2010, a tribunal awarded the leaseholders £150,000 off a bill to refurbish the lifts, yet the firm forced them to pay regardless via a cash call to provide more money as shareholders. To pay for the overspend on balconies, the directors hit leaseholders with a special levy - in Dixon and Bell's case, £15,000 - telling them to pay within three weeks or face losing their flat through forfeiture. "That was frightening," Dixon recalls.

When some residents took the company to tribunal, winning £211,000 off the £1.6m balcony works in 2017, it recouped that once more via a cash call. "You have no rights - even if you win at tribunal, they will issue a cash call," Dixon says. "These directors are your neighbours. We cannot hold them to account."

The directors say a 2011 tribunal found the balcony works "reasonable", with the overrun due to "unforeseen aspects". A recent court case, with a resident claiming the lift cash call was unlawful, was "settled amicably by consent".

As cranes sprout on urban skylines across Britain in the race to build 300,000 homes a year, owners of new flats on mixed-use sites find they have the fewest rights of all. A handy blend of shops, cafes and bars might have tempted them to buy, but leaseholders forego their right to buy the freehold or manage the development if more than 25% of it is non-residential. (The Law Commission wants to give such **homeowners** the right to manage but not to buy the freehold, which means they would not be able to convert to commonhold.)

Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

Yet the latest twist in a decade-long battle at a high-end Canary Wharf scheme suggests the only current remedy for such leaseholders is, as one owner puts it, "useless". As well as flats worth up to £3.5m, Canary Riverside includes a five-star hotel and a luxury gym. In 2016, residents won a ruling to replace the freeholder's managing agent with one appointed by the court. "It's the only legal possibility we had," one says. Since then, though, their landlord - ultimately owned by the Monaco-based tycoon John Christodoulou's Yianis Group - has tried to chip away at the manager's powers, costing leaseholders £1m in legal fees in 22 proceedings. Last month, the manager, who says in court papers that he has had stress-related heart failure, asked a tribunal to discharge him.

That leaves leaseholders "at the mercy of the landlord", says a resident, who is too scared to be named. More than 100 neighbours received defamation threats from the landlord's lawyers ahead of the 2016 decision. ("Untrue allegations were being made," the Yianis Group says.) The court ruled that the freeholder had failed to maintain the estate and to adequately prove expenses. The residents of the 280 flats each pay service charges of about £10,000 a year, but had no accounts for four years, until just before that case. The invoices presented at the hearing showed how procurement firms - which Yianis denies owning - had charged 100% mark-ups on repairs to leaky windows.

Yianis says the remedy of a court-appointed manager has not failed, but the appointee "has failed to act impartially". The manager replies: "I am acting impartially in a difficult situation and do not recognise these comments. They have not made, at any stage, an application for my dismissal."

All this is "to put us off even trying it", says a resident of the nearby No 1 West India Quay tower - also controlled by Christodoulou and limited by the 25% rule. Daniel Craig hung from the unfinished tower in the 2004 film *Layer Cake*; since then, small trees have seeded between neglected roof panels. The contractor that clad it, and later the Shard, in glass and steel was not paid for upkeep, invalidating warranties. (These expired before Yianis bought the site, the group says, and managers are addressing "outstanding issues".)

Forty leaseholders faced losing their parking spaces after the freeholder failed to pay all the necessary amounts from the service charges to the parking company. (Yianis says its agent withheld payments while disputing the car-park provider's bills, winning a discount for leaseholders.) And a tribunal is considering whether flat owners have been paying towards the energy costs of the Marriott hotel below, part of Christodoulou's interest. (The group denies the allegation.) The resident asks: "Why is he spending hundreds of thousands of pounds to stop leaseholders having a court-appointed manager if he's making no money out of the service charges?"

Institutional freeholders say they are long-term custodians of such complex schemes. "You only need to take a boat from Wandsworth Bridge to Canary Wharf and look at the complicated pieces of infrastructure that are blocks of apartments," says Richard Silva, executive director of William Astor's Long Harbour group. "You have retail, you have hotels, complicated lift systems, heating systems. Twenty or thirty years ago, we weren't living in blocks like that. They were far more straightforward. There wasn't the necessity for a professional steward who takes the long-term view of that block."

With control of 160,000 **leasehold** homes - including that of Katie Kendrick, the NLC campaigner - Long Harbour is now Britain's second largest freehold manager. **Leasehold** is "well overdue for a refreshment", Silva agrees. "Do we think it's time to throw it out and do something completely different? No."

Schemes are increasingly built with the 25% rule in mind. Industry lawyers offer courses on "effective legal design", telling developers how they can "mitigate" **leasehold** law by including more than 25% non-residential space. In other words, says Martin Boyd, LKP's chairman, how they can circumvent leaseholder rights to make more money.

Before you buy a **leasehold** new-build, check whether service charges are on a par with similar schemes nearby - if they are unrealistically low, they may well rocket later. Ensure that the managing agent belongs to the trade body (

arma.org.uk

) and is not owned by the freeholder. Read the lease before agreeing to buy off-plan, Boyd says, "or you'd be signing a blank contract. Don't."

Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

Leasehold - what's changing

No **leasehold** reforms have taken effect yet, but 10 government consultations announced in the past two years propose to:

"

Close legal loopholes

that force leaseholders who have won in court to pay their freeholders' sky-high legal costs, following a Sunday Times investigation.

"

Ban **leasehold** houses

for most new-builds, but not for the 1.4m already completed.

"

Cap ground rents

on new-build flats and houses at a nominal "peppercorn" value. This won't reduce existing leaseholders' total ground-rent bill of at least £1.4bn a year, which buys them nothing. More than 40 freeholders and developers have pledged to alter about 12,000 doubling ground rents to inflation-linked ones, but that won't help the 88,000 owners with ground rents above 0.1% of property value, which several banks won't lend on.

"

Reform enfranchisement,

where the lease is bought out or extended. A 568-page Law Commission paper aims to simplify the "artificial and circular" valuation process. Yet this remedy will be too expensive for hundreds of thousands of leaseholders - and still won't be allowed for complex mixed-use schemes.

"

Establish commonhold

as a viable alternative. Although the system was introduced in England and Wales in 2002, just one **leasehold** scheme is thought to have converted. Blocks where 50%-75% of leaseholders agree - and can afford the high fees - would be able to switch to commonhold under Law Commission proposals.

"

Simplify the right to manage

so that more leaseholders can run their own developments. The Law Commission wants to extend this right to developments that have more than 25% non-residential space.

...and what's not

"

Maintenance costs

for major works and service charges remain uncapped, opaque and difficult to challenge.

Leasehold: why every homeowner should be worried; The Sunday Times Home investigates the most contentious property issue

"

Consent fees

for any changes, such as £80 to permit a dog or £6,250 to allow the reconfiguring of a Manchester flat. These should be capped at the freeholders' actual costs, according to a parliamentary select committee report.

"

Forfeiture

still allows a freeholder to take back a property without paying back a penny if the leaseholder is found to have breached the lease or to be in arrears - even though a Law Commission report called for its abolition 13 years ago.

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homehelp@sunday-times.co.uk

[homehelp@sunday-](mailto:homehelp@sunday-times.co.uk)

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News Opinion Sport Culture Lifestyle

**Renting property**

🕒 This article is more than **11 months** old

Tenants told to use lunch and holiday savings to pay full rent

Aamna Mohdin

🐦 @aamnamohdin

Tue 21 Apr 2020 16.29 BST

Tenants who asked their billionaire landlord for a rent reduction during the coronavirus pandemic were told to use the money they would have spent on lunches and holidays to pay the full amount due.

More than 100 residents living in a block in Somerford Grove, east London, signed a letter addressed to their management estate agency and the building's corporate landlords asking for a 20% reduction in rent and an agreement that no tenant would be evicted during the coronavirus pandemic.

But the letting agent, Tower Quay properties, told them their request was "unreasonable" and "unrealistic", adding that any drop in tenants' income would be minimised by a reduction in spending on holidays, entertainment, travel, clothes and lunches.

"Subsequently, when all of this is taken into account, in most cases we believe the impact on disposable income will be minimal, and there is therefore no justification for any reduction in rent, especially considering that whilst tenants are isolating the wear and tear in properties is increasing, which will be at the cost of the landlord," the agent said.

The agent also noted the **recent support** announced by the government, adding that the building's commercial landlords did not speak directly to tenants and that all communication was to be with the agent.

Tower Quay is the agent for 170 flats in Somerford Grove on behalf of the tenants' corporate landlords. Most of the tenants who signed the letter have three corporate landlords that are also the freeholders: Simpson House 3, Reverie Estates SR Limited, and Somerford Assets 3. All three companies are majority owned by the billionaire property developer John Christodoulou.

While Somerford Assets 3 is the freeholder for some flats at Olympic House on 12 Somerford Grove, the leaseholder for around a dozen of the tenants who signed the letter is Windermere Holdings Overseas SA, incorporated in the British Virgin Island. The owner of this company is not apparent.

Christodoulou owns several properties and hotels across the UK and has appeared on the Sunday Times Rich List. There is no suggestion he was personally aware of the tenants' request when it was initially made, or the agent's response.

Marc Sutton, 41, one of the residents who signed the letter, said: "The letter was asking the landlords to work with us so we can keep as many people paying money as possible, even if it was at a reduced rate. We asked 20% for everyone because it seemed like almost everyone was losing work. Many residents are

Kieran Kirkwood, 27, who owns a small sustainable fashion business, said he was told he could get a 20% rent reduction in May and June, but would be expected to pay his full rent plus 20% in July and August. "There was a clause in that agreement that said it was void if I told anybody else in the building about it," he said.

One tenant who had lost their job, and wished to remain anonymous, received the same offer after inquiring about a rent reduction. "I don't know where they think I'm going to find a job in three months. Nobody is hiring. I just can't believe they're not willing to budge just an inch to try and help us out."

Kieran Kirkwood, a spokesperson for London Renters Union (LRU), said: "Tower Quay's suggestion that their tenants could be saving money on lunch and holidays in the midst of a global pandemic beggars belief. Many in the block, like renters everywhere, are seriously struggling to make ends meet."

Q&A

Covid-19: Help us investigate

"This shows what the government's pie in the sky strategy of relying on the 'compassion' of landlords and letting agents means in practice: landlords and letting agents keep profiting while their tenants are forced to choose between rent and a roof over their heads."

Show

The LRU and other housing campaigners across the country have called on the government to [suspend all rent payments](#) and waive all arrears until the pandemic is over. Kirkwood said failure to do so would result in an "unprecedented crisis of poverty, evictions and homelessness".

A Tower Quay spokesperson said tenants were being supported on an individual level and that it was clear there were residents who could still pay their rent. "It is also not feasible for a single landlord to simply offer all concessions to all tenants whilst there is no support being offered by the government to landlords to assist this."

The spokesperson apologised if tenants thought remarks on money saved on lunches and cancelled holidays were insensitive, but added: "Based on discussions with other tenants we believe, in good faith, that these comments are



Jordan Osserman <jordan.osserman@gmail.com>

Residents of Somerford Grove

Jordan Osserman <jordan.osserman@gmail.com>

Thu, Jul 30, 2020 at 10:25 AM

To: Ali Zarmani <info@towerquay.com>

Cc: "Philip Glanville (Mayor)" <philip.glanville@hackney.gov.uk>, "Sem Moema (Cllr)" <sem.moema@hackney.gov.uk>, Diane Abbott <diane.abbott.office@parliament.uk>, tom.copley@london.gov.uk, "Michelle Gregory (Cllr)" <michelle.gregory@hackney.gov.uk>, hackney@londonrentersunion.org, Foivos Dousos <foivos.dousos@gmail.com>, Daniel Mapp <Daniel.in.LB@gmail.com>, lambros@yianis.com

Dear Ali,

We wrote to you on 22 July requesting to have our contract renewed, and we haven't received a response. We are not aware of any correspondence you had with James Goddard. As this concerns our home, would you please tell us the answer to Mayor Glanville's query and our own? We would like to know why have we been served a Section 21 'no fault' eviction notice, and can we have this decision reversed?

Kind regards,
Jordan

[Quoted text hidden]



Mayor Glanville re Tower Quay letter II (4).pdf

77K



Jordan Osserman <jordan.osserman@gmail.com>

Residents of Somerford Grove

Jordan Osserman <jordan.osserman@gmail.com>

Mon, Aug 3, 2020 at 1:06 PM

To: Ali Zarmani <info@towerquay.com>, john@yianis.com

Cc: "Philip Glanville (Mayor)" <philip.glanville@hackney.gov.uk>, "Sem Moema (Cllr)" <sem.moema@hackney.gov.uk>, Diane Abbott <diane.abbott.office@parliament.uk>, tom.copley@london.gov.uk, "Michelle Gregory (Cllr)" <michelle.gregory@hackney.gov.uk>, hackney@londonrentersunion.org, Foivos Dousos <foivos.dousos@gmail.com>, Daniel Mapp <Daniel.in.LB@gmail.com>, lambros@yianis.com

Dear Ali Zarmani and John Christodoulou,

We are very sorry to read this response. We wish to stay in our home and will continue alongside the Somerford Grove Renters and London Renters Union to advocate for our eviction to be reversed.

We know that to date the Somerford Grove Renters have been refused a meeting with our landlord Mr Christodoulou to discuss tenants' concerns, despite an ongoing open invitation and the government's request that landlords meet with tenants. This is a very simple request. As one of the largest private landlords in Hackney, we believe more should be expected from Mr Christodoulou and his agents.

We'd like to thank Hackney Council, Mayor Glanville, councillors Michelle Gregory and Sem Moema, and MP Diane Abbott for intervening on our behalf. We hope our landlord will reconsider his decision.

Best

Jordan, Foivos and Daniel

[Quoted text hidden]

CITY MONITOR

Environment / Climate change

The hypocrisy of Europe's big corporate landlords

By **Matthew Ponsford** 28 Aug 2020

Across Europe, as eviction bans lift, tidal waves of homelessness threaten to devastate cities. While leaders in the UK, Ireland and elsewhere have appealed to private landlord's compassion to find common ground with tenants during the pandemic, many are already ensuring that the "new normal" doesn't threaten their bottom line.

In the UK – where the government last week offered last minute a stay of execution, extending an eviction moratorium until 20 September – only 7% of renters who turned to their landlord for a reduction in rents during the crisis managed to agree on a lasting deal, according to tenants group Generation Rent. Even among billionaire landlords who spent lockdown performing well-publicised charitable deeds, the return to form has been startling.

In the five months since pandemic-related restrictions began, 75,000 care packages have been hand-delivered to homeless and struggling families across England by local sporting legends including Manchester-born boxing champion Ricky Hatton and Liverpool FC's Jamie Carragher. On social media and in videos, many of the celebrity gift-givers personally thanked John Christodoulou, the British property entrepreneur who funded the parcels through his personal foundation. In a post on 3 June, Christodoulou, who selected handout locations in the neighbourhoods of his hotels and property developments, expressed "the need to stand together for the greater good" with the hashtag #InThisTogether.

The same day, the tenants of 170 privately rented apartments in a former

factory building on Somerford Grove in Hackney, east London, began being served eviction notices on behalf of their landlord, a nondescript corporate entity titled Simpson House 3 Limited. From online sleuthing, curious tenants identified the man behind the entity as a Monaco-based billionaire named Yiannakis Theophani Christodoulou – John's birth name – whose Yianis Group lists the building among its portfolio.

Under UK law, “no-fault” evictions allow private landlords to turf-out tenants with no justification, but Philip Glanville, the mayor of Hackney, suspects another motive. He called them “revenge evictions”, targeting tenants who had the audacity to organise a joint letter, signed by over 100 residents of the block in April, requesting meetings to discuss rent decreases for people hard hit by pandemic-related job losses and lost earnings. (The eviction notices – which would only be enforceable after the moratorium has ended – called it a “business decision”. The Yianis Group and letting agents Tower Quay were contacted by email and phone calls but did not respond to questions related to this article.)

The situation at Somerford Grove, whose owner is at the same moment handing out care packages and eviction notices, spotlights the double-lives of some billionaire landlords.

Back in April, Stephen Schwarzman, the CEO of Blackstone, by many counts the world's biggest private landlord, concluded a call with investors by touting the private equity giant's \$15 million in donations to New York's first-responders and the city's homeless population. But Blackstone, which has around 20,000 homes under management in Spain, has also used lockdown to push ahead with rate hikes at previously rent-controlled housing in Torrejón de Ardoz, a suburb to the north of Madrid, to bring payments abruptly up to market levels. In some cases, that meant nearly doubling the rent.

Similarly, in Berlin, the multinational Akelius announced its intention to begin gradually selling off rental housing in booming city centre locations, as it has done over years in Hamburg. It's also continued its programme of churning home renovations, even as families are trapped in homes with children. These home improvements allow the landlord, which rents more than 40,000 properties worldwide, to exploit a legal loophole by raising rents despite restrictions.

These renovations were criticised by then-UN Special Rapporteur on the Right to Housing, Leilani Farha, for creating “a hostile environment”. In an arrangement that is unusual even among the often-opaque legal structures employed by corporate landlords, Akelius Residential is majority-owned by the Akelius Foundation, a Bahamas-based charitable foundation that bankrolls SOS Children’s Villages, an NGO best known for building homes for orphaned children.

Farha, now global director of The Shift, an NGO aiming to secure the human right to housing, says lawmakers need to understand the challenges posed by this rising form of faceless corporate landlord, and not be blinded by charitable giving.

Signs in Madrid protest rent hikes imposed by Fidere, the Spain-based subsidiary of Blackstone. (Courtesy the Sindicato de Inquilinas e Inquilinos de Madrid)

An increasing share of the rental market

Large-scale, corporate landlords have boomed worldwide since the 2008 financial crash. In Spain, financial giants such as Blackstone and Goldman Sachs snapped up tens of thousands of apartments and homes after the cash-strapped government launched a fire sale of social housing and properties mortgaged by collapsed banks. Big corporate landlords have long held a large portion of Berlin’s rental properties, and three giants – Deutsche Wohnen, Vonovia and Akelius – combined now own more than 200,000 homes in the city. Across Britain, more than one-in-ten privately rented homes are now let by corporate landlords, according to estate agents Hamptons International.

“The fact that some of these institutional investors in residential real estate engage in charitable acts that even touch on aspects of housing – like supporting people in homelessness or building homes for children in the Global South – it highlights their failure to understand that housing is actually a human right,” says Farha.

Fidere, Blackstone’s Spanish rental company, emphasises that it is acting within the law in Madrid, where tenants’ rent-controlled contracts expired in August 2019. In Torrejon, at the height of lockdown, the landlord surprised residents by refunding months of rent paid at the rate on their previous contracts. While the Madrid Tenants Union has claimed this was an attempt to “create a false situation of non-payment, and thus be able to file lawsuits to

evict us”, a spokesperson for Fidere said the refund was made in order to comply with the law, which does not allow them to accept payments for homes that lack a tenancy contract.

Fidere says it has negotiated new rents closer to market rates with the majority of tenants, while also allowing them to delay rent payments during the pandemic. But José Moreno, a tenant who lives in an apartment in Torrejon de Ardoz, says he will be unable to stay under the terms offered to him. “Fidere don’t want to negotiate with me. They only want me to pay their new rate. That, in my case, is 80% more. I am now paying €700 a month and Fidere would increase it to €1200 a month. That’s crazy,” he says.

Back in Berlin, Akelius rejected Farha’s report, which detailed a severe degradation of housing conditions, higher rents and mounting threat of eviction, as hearsay. Jordan Milewicz, CEO of Akelius Germany, says the company buys homes in need of renovations and addressing backlogs of maintenance results in noise, dust, and dirt – “that is simply a fact”.

“We fundamentally try to keep disturbances to our tenants as a result of construction to a minimum,” he says. “We would also like to point out that Akelius is generally careful and cautious regarding modernisation. We implement rental price increases following modernisations very scrupulously,” says Milewicz.

Conny, an Akelius tenant (who declined to share his full name for fear of reprisal from their landlord), acknowledges the charitable giving. But he asks for the firm to engage with the tenants’ concerns detailed in Farha’s report, of “living in unsafe, construction sites for months and sometimes without running water and central heating,” as well as their new fears about the future of their tenure.

Tenants view Akelius’ charity elsewhere as arch hypocrisy, which did not begin with the pandemic, says Conny. “You can’t hand out money for a good cause with both hands and, at the same time, trample on human rights with your business that makes that money in the first place.”

The UK has so far refused to offer funding for Covid-19-related housing debts or deliver the government’s pre-election promise to end the practice of “no-fault” evictions, of the sort used against Somerford Grove residents.

The mayor of London, Sadiq Khan, posted [a tweet in support of the tenants](#):

“This is a prime example of how unrealistic it is to expect landlords & tenants to sort difficulties out amongst themselves.” Khan has set himself at odds with the UK government, twice calling on UK housing secretary Robert Jenrick to fund shortfalls in rent due to the pandemic and ban evictions caused by Covid-related arrears.

Farha argues that governments must guarantee the rights of tenants in conflict with powerful corporate landlords specifically. But many measures proposed to protect them are actually policies that would protect all renters.

In Berlin, devolved powers allow the city government to intervene more – including a rent cap which went into force in February, and froze or lowered rents on 1.5 million apartments for five years. Conny hopes the cap – if upheld after legal challenges – will do much to undermine the profit-maximising business model of firms like Akelius. But local governments should be given more powers to counteract corporate landlords’ tactics, he says.

“For example, there is right now a proposal for legislation regarding the transformation of rental houses into condominiums”, which would safeguard more affordable homes from being turned into luxury apartments, he says. “This is the legislation that needs to be introduced on a national level.”

Spain, under Socialist Prime Minister Pedro Sánchez, is moving to introduce rent controls on a national scale. A ban on evictions from 1 April will remain until six months after the crisis ends.

Yet tenants have demanded more. A nationwide rent strike currently claims more than 15,000 participants, demanding no rent or mortgage payments for anyone for the duration of the crisis. That’s just one of a list of demands designed to shift the perception of housing, from an asset for wealthy landlords to govern as they please, to a right guaranteed for all.

Ultimately, such bold rethinking will be necessary, says Farha, to address problems that did not begin with Covid-19, but far earlier, when governments began treating housing as a responsibility of markets and charities, rather than the duty of the state.

“Charitable acts are nice. But once you engage in the area of housing, you’ve entered a human rights domain, and there’s actual accountability that attaches to you, to your actions,” says Farha. “You can’t get out of that accountability.”



Jordan Osserman <jordan.osserman@gmail.com>

Meeting Regarding 8 Simpson House

8 messages

ali@towerquay.com <ali@towerquay.com>
To: jordan.osserman@gmail.com

Thu, Sep 10, 2020 at 11:04 AM

Dear Jordan,

Hope this email finds you well. Is it possible to have a meeting between me and you sometime on Monday the 14th? I can come to Simpson House, or we can meet somewhere for a coffee?

Kind Regards,

Ali Zarmani (MARLA)

Lettings Manager

T: 02075190000 ext. 203. M: +447716641818



40 WESTFERRY CIRCUS, CANARY RIVERSIDE, LONDON E14 8RT

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Jordan Osserman <jordan.osserman@gmail.com>
To: ali@towerquay.com

Fri, Sep 11, 2020 at 11:43 AM

Hi Ali

Thank you for your email, and I hope you are well too.

I would be happy to meet next week, but I am away until Friday. Would Friday work for you?

If there's anything urgent please let me know over email.

Kind regards,
JordanDr Jordan Osserman
Wellcome Trust Postdoctoral Researcher

Department of Psychosocial Studies
Birkbeck, University of London
26 Russell Square, Room 230
London, WC1B 5DT

<https://birkbeck.academia.edu/JordanOsserman>
<http://waitingtimes.exeter.ac.uk>

[Quoted text hidden]

ali@towerquay.com <ali@towerquay.com>
To: Jordan Osserman <jordan.osserman@gmail.com>

Fri, Sep 11, 2020 at 12:37 PM

Hi Jordan,

Thanks for your reply. Much appreciated. Friday works! I am free anytime between 11am-3:30pm.

What time and where is best for you?

[Quoted text hidden]

Jordan Osserman <jordan.osserman@gmail.com>
To: ali@towerquay.com

Fri, Sep 11, 2020 at 1:32 PM

Great. How about we meet at 12pm at Evin Cafe, 115 Kingsland High St?

Thanks,
Jordan
[Quoted text hidden]

2 attachments



image001.jpg
10K



image001.jpg
10K

ali@towerquay.com <ali@towerquay.com>
To: Jordan Osserman <jordan.osserman@gmail.com>

Fri, Sep 11, 2020 at 1:32 PM

Perfect. See you next Friday at 1pm!

Have a nice weekend.

Best

Ali

[Quoted text hidden]

Jordan Osserman <jordan.osserman@gmail.com>
To: ali@towerquay.com

Thu, Sep 17, 2020 at 12:15 PM

Hi Ali,

Hope all is well. I'm just confirming the time we are meeting tomorrow. I'd suggested noon, but I realise you replied with 1pm. Is noon at Evin cafe OK?

Best wishes,
Jordan

ali@towerquay.com <ali@towerquay.com>
To: Jordan Osserman <jordan.osserman@gmail.com>

Thu, Sep 17, 2020 at 12:12 PM

Hi Jordan,

Apologies was a typo! 12pm confirmed!

See you then.

All the best

Ali

From: Jordan Osserman <jordan.osserman@gmail.com>
Sent: 17 September 2020 12:16
To: ali@towerquay.com
Subject: Re: Meeting Regarding 8 Simpson House

Hi Ali,

[Quoted text hidden]

Jordan Osserman <jordan.osserman@gmail.com>
To: ali@towerquay.com

Thu, Sep 17, 2020 at 12:23 PM

Great, see you at 12.

Best
Jordan



Jordan Osserman <jordan.osserman@gmail.com>

ST JOHNS AND SIMPSON HOUSE CAR PARK. IMPORTANT NOTICE.

Administrator <administrator@septormangement.com>

Fri, Feb 5, 2021 at 1:11 PM

To: Dimitra Chatzimanoli <dc@septormangement.com>

Cc: Vanessa Jenkins <vj@septormangement.com>, Lambros Hadjiioannou <lambros@yianis.com>

Dear Residents

ST. JOHN'S COURT AND SIMPSON HOUSE SIDE ENTRANCE AREA LEADING TO REFUSE BINS AND CAR PARK

-

We hope you are keeping well and safe during these difficult times.

After engaging a professional company to survey the above area, it has come to light that a drain has collapsed in the side way of St Johns Court/Simpson House leading to the car park and the following works are to commence on Monday 15th February for the approximate period of 3 weeks. During this time the area will be excavated and the laying of new pipes to be fitted.

During the period from Monday to Friday and the hours of 8am to 5.30pm this side alleyway will be partly closed and cordoned off. No vehicles will be able to drive in or out during this time. From the hours of 5.30pm to 8am weekdays and all day at weekends, vehicles will be allowed to enter as metal plates are going to be laid down so that traffic can be resumed. PLEASE ENSURE IF USING THIS AREA THAT YOUR VEHICLE IS REMOVED PRIOR TO THE DAILY WORK COMMENCING, as after this time no vehicle will be allowed to be removed until after 5.30pm.

Please note that during works there will be access for foot traffic to pass freely as the works will cover around 50% - 60% of the width of the side way.

Any tenants who are allowed to use this car parking facility for either buildings, we will be arranging spaces at Olympic house. We would ask that you contact us by email supplying full details so that we can arrange the necessary facility.

If required, we shall inform you in due course should there be any changes to these arrangements

We apologise for any inconvenience caused during these major works.

Kind regards,

Maintenance department

Tel: 0207 1833700



Please report all maintenance through our new online system at <https://septor.fixflo.com>

Fire Evacuation Plan For Building Residents

Emergency Evacuation plan for : Simpson House

Premises address : 2-4 Somerford Grove , London , N16 7TX

Plan Date : 18/03/2021

Review date: 18/03/2023

On discovering a fire in your flat.

Call : Fire Brigade on 999

State: 2-4 Somerford Grove , London , N16 7TX

Leave the building by the nearest available route closing all doors behind you

On seeing smoke coming from another flat

Call : Fire Brigade on 999.

State: 2-4 Somerford Grove , London , N16 7TX

Leave the building by the nearest available route closing all doors behind you

Evacuation

- Leave the building without delay, via nearest escape route.
- Close all doors behind you.
- Do not stop to collect personal belongings or return to your property.
- Assemble at the assembly point.
- Do not return to the building until authorised to do so by the Fire brigade.

Escape routes

All designated fire escape route maps are displayed on every floor .

Fire Assembly point



Out from the building cross the street and wait on the left hand side next to Somerford Grove Estate gates.

N16 7UA

Tower Quay selective license applications by the same company group

Retrieved from

<https://www.towerhamlets.gov.uk/Documents/Housing/SelectivePublicRegister.xlsx> on
12 April 2021

registered_to	add1	add2	postcode5	lic_no	start_date	end_date
Calvert Avenue 3 Limited	Flat 1, Leyton House	22 Calvert Avenue	E2 7JP	23141	06/05/2017	05/05/2022
Calvert Avenue 3 Limited	Flat 2, Leyton House	22 Calvert Avenue	E2 7JP	23142	06/05/2017	05/05/2022
Calvert Avenue 3 Limited	Flat 3, Leyton House	22 Calvert Avenue	E2 7JP	23143	06/06/2017	05/06/2022
Calvert Avenue 3 Limited	Flat 4, Leyton House	22 Calvert Avenue	E2 7JP	23041	23/05/2017	22/05/2022
Calvert Avenue 3 Limited	Flat 5, Leyton House	22 Calvert Avenue	E2 7JP	23122	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 6, Leyton House	22 Calvert Avenue	E2 7JP	23136	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 7, Leyton House	22 Calvert Avenue	E2 7JP	23137	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 8, Leyton House	22 Calvert Avenue	E2 7JP	23123	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 9, Leyton House	22 Calvert Avenue	E2 7JP	23124	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 10, Leyton House	22 Calvert Avenue	E2 7JP	23126	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 11, Leyton House	22 Calvert Avenue	E2 7JP	23127	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 12, Leyton House	22 Calvert Avenue	E2 7JP	23128	26/05/2017	25/05/2022
Calvert Avenue 3 Limited	Flat 13, Leyton House	22 Calvert Avenue	E2 7JP	23129	30/05/2017	29/05/2022
Calvert Avenue 3 Limited	Flat 14, Leyton House	22 Calvert Avenue	E2 7JP	23130	30/05/2017	29/05/2022

Calvert Avenue 3 Limited	Flat 15, Leyton House	22 Calvert Avenue	E2 7JP	23131	30/05/2017	29/05/2022
Calvert Avenue 3 Limited	Flat 16, Leyton House	22 Calvert Avenue	E2 7JP	23132	30/05/2017	29/05/2022
Hollywood Lofts 3 Limited	Flat 1a, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23026	15/05/2017	14/05/2022
Hollywood Lofts 3 Limited	Flat 1b, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23037	15/05/2017	14/05/2022
Hollywood Lofts 3 Limited	Flat 1, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23038	11/05/2017	10/05/2022
Hollywood Lofts 3 Limited	Flat 2, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23073	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 3, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23072	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 4, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23039	11/05/2017	10/05/2022
Hollywood Lofts 3 Limited	Flat 5, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23040	11/05/2017	10/05/2022
Hollywood Lofts 3 Limited	Flat 6, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23075	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 7, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23074	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 8, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23119	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 9, Hollywood Lofts	154 Commerc ial Street	E1 6NU	23118	25/05/2017	24/05/2022
Hollywood Lofts 3 Limited	Flat 10, Hollywood Lofts	154 Commerc	E1 6NU	23154	31/05/2017	30/05/2022

		ial Street					
		154					
Hollywood Lofts 3 Limited	Flat 11, Hollywood Lofts	Commerc ial Street	E1 6NU	23155	31/05/2017	30/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 12, Hollywood Lofts	Commerc ial Street	E1 6NU	23156	31/05/2017	30/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 13, Hollywood Lofts	Commerc ial Street	E1 6NU		31/05/2017	30/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 14, Hollywood Lofts	Commerc ial Street	E1 6NU	23158	06/06/2017	05/06/2022	
		154					
Hollywood Lofts 3 Limited	Flat 15, Hollywood Lofts	Commerc ial Street	E1 6NU	23121	31/05/2017	30/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 16, Hollywood Lofts	Commerc ial Street	E1 6NU	23120	31/05/2017	30/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 17, Hollywood Lofts	Commerc ial Street	E1 6NU	23159	02/06/2017	01/06/2022	
		154					
Hollywood Lofts 3 Limited	Flat 18, Hollywood Lofts	Commerc ial Street	E1 6NU	23160	01/06/2017	31/05/2022	
		154					
Hollywood Lofts 3 Limited	Flat 22, Hollywood Lofts	Commerc ial Street	E1 6NU	23318	25/07/2017	24/07/2022	



TOWER QUAY LIMITED

09616324

Created: 14 April 2021 12:25:01

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 40 Westferry Circus, London, England, E14 8RT
- Company type: Private limited company
- Incorporated on: 1 June 2015
- Status: Active

Key filing dates

- Accounting reference date: 31 March
- Last accounts made up to: 31 March 2020
- Next accounts due: 31 December 2021
- Last confirmation statement date: 1 June 2020
- Next confirmation statement due: 15 June 2021
- Last members list: 1 June 2016

Nature of business (SIC)

- 68310 Real estate agencies

People

Officers:

2 officers / 0 resignations

- Director DATTA, Saklesh Iqbal Rai **ACTIVE**
 - Nationality: British
 - Appointed: 1 June 2015
 - Date of birth: October 1963
 - Correspondence address: 40, Westferry Circus, London, England, E14 8RT
 - Country/State of Residence: United Kingdom
 - Occupation: Accounts Administrator
-

- Director ZARMANI, Ali **ACTIVE**
 - Nationality: British
 - Appointed: 3 April 2020
 - Date of birth: March 1990
 - Correspondence address: 40, Westferry Circus, London, England, E14 8RT
 - Country/State of Residence: England
 - Occupation: Lettings Manager
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Mr. Saklesh Iqbal Rai Datta **ACTIVE**
- Correspondence address: 40, Westferry Circus, London, England, E14 8RT
- Notified on: 6 April 2016
- Date of birth: October 1963
- Nationality: British
- Country of residence: United Kingdom

Nature of control:

- Ownership of shares – 75% or more
-

Recent Filing History

Date	Form	Description
26 Jan 2021	AA	Micro company accounts made up to 31 March 2020
23 Jun 2020	CS01	Confirmation statement made on 1 June 2020 with no updates
7 Apr 2020	AP01	Appointment of Mr Ali Zarmani as a director on 3 April 2020
29 Aug 2019	AA	Micro company accounts made up to 31 March 2019
14 Jun 2019	CS01	Confirmation statement made on 1 June 2019 with no updates
12 Apr 2019	AA01	Previous accounting period shortened from 30 April 2019 to 31 March 2019
8 Jan 2019	AA	Micro company accounts made up to 30 April 2018
5 Jun 2018	CS01	Confirmation statement made on 1 June 2018 with no updates
26 Jan 2018	AA	Micro company accounts made up to 30 April 2017

Date	Form	Description
9 Jun 2017	CS01	Confirmation statement made on 1 June 2017 with updates
11 Jan 2017	AA	Total exemption small company accounts made up to 30 April 2016
25 Oct 2016	AA01	Previous accounting period shortened from 30 June 2016 to 30 April 2016
4 Jul 2016	AR01	Annual return made up to 1 June 2016 with full list of shareholders Statement of capital on 2016-07-04 GBP 1
4 Jul 2016	CH01	Director's details changed for Mr Saklesh Iqbal Rai Datta on 30 June 2015
25 Aug 2015	AD01	Registered office address changed from 20-22 Wenlock Road London N1 7GU England to 40 Westferry Circus London E14 8RT on 25 August 2015
1 Jun 2015	NEWINC	Incorporation Statement of capital on 2015-06-01 GBP 1 <ul style="list-style-type: none"> MODEL ARTICLES model-articles-adopted



SERVICED OFFICE SPACE LTD

04541172

Created: 14 April 2021 12:27:13

Companies House does not verify the accuracy of the information filed

Overview

- Registered office address: 353-355 Goswell Road, London, EC1V 7JL
- Company type: Private limited company
- Incorporated on: 20 September 2002
- Status: Active

Key filing dates

- Accounting reference date: 31 January
- Last accounts made up to: 31 January 2020
- Next accounts due: 31 October 2021
- Last confirmation statement date: 29 August 2020
- Next confirmation statement due: 12 September 2021
- Last members list: 20 September 2015

Nature of business (SIC)

- 68209 Other letting and operating of own or leased real estate

Previous company names

Name

Period

Name**Period**

LOFT LETS LIMITED

3 April 2019

People

Officers:**8 officers / 7 resignations**

- Director DATTA, Saklesh Iqbal Rai **ACTIVE**
- Nationality: British
- Appointed: 9 August 2005
- Date of birth: October 1963
- Correspondence address: 363, Goswell Road, London, United Kingdom, EC1V 7JL
- Country/State of Residence: United Kingdom
- Occupation: Co Director

-
- Secretary ALLLSOP GONZALEZ, Andrew Steven **RESIGNED**
 - Appointed: 22 September 2010
 - Resigned: 20 September 2013
 - Correspondence address: 363, Goswell Road, London, United Kingdom, EC1V 7J

-
- Secretary LOUCA, Loucas **RESIGNED**
 - Appointed: 29 October 2007
 - Resigned: 22 September 2010
 - Correspondence address: 36f, Brixton Road, London, SW9 6BU

-
- Secretary PHYLACTOU, Andrew **RESIGNED**
 - Appointed: 18 October 2002
 - Resigned: 1 February 2006
 - Correspondence address: 77 Causeyware Road, Edmonton, London, N9 8BS

-
- Secretary PIERONEK, Pawel Marek **RESIGNED**
 - Appointed: 1 February 2006

- Resigned: 29 October 2007
- Correspondence address: 27 Hoppett Road, London, E4 6HA

-
- Nominee Secretary AA COMPANY SERVICES LIMITED **RESIGNED**
 - Appointed: 20 September 2002
 - Resigned: 18 October 2002
 - Correspondence address: First Floor Offices 8-10 Stamford Hill, London, N16 6XZ

-
- Director ALEXANDROU, Alexandros **RESIGNED**
 - Nationality: British
 - Appointed: 18 October 2002
 - Date of birth: November 1970
 - Resigned: 10 August 2005
 - Correspondence address: 28 Cranleigh Gardens, Winchmore Hill, London, N21 1DS
 - Occupation: Director

-
- Nominee Director BUYVIEW LTD **RESIGNED**
 - Appointed: 20 September 2002
 - Resigned: 18 October 2002
 - Correspondence address: 1st Floor Offices, 8-10 Stamford Hill, London, N16 6XZ
-

Persons with significant control:

1 active person with significant control / 0 active statements

- Mr Loucas Louca **ACTIVE**
- Correspondence address: 40, Westferry Circus, London, England, E14 8RT
- Notified on: 1 June 2016
- Date of birth: May 1978
- Nationality: Cypriot
- Country of residence: United Kingdom

Nature of control:

- Ownership of shares – 75% or more
- Ownership of voting rights - 75% or more
- Right to appoint and remove directors

Recent Filing History

Date	Form	Description
29 Oct 2020	AA	Micro company accounts made up to 31 January 2020
29 Oct 2020	CS01	Confirmation statement made on 29 August 2020 with no updates
29 Aug 2019	AA	Micro company accounts made up to 31 January 2019
29 Aug 2019	CS01	Confirmation statement made on 29 August 2019 with no updates
8 Apr 2019	AD01	Registered office address changed from 353-355 Goswell Road London EC1V 7JL to 353-355 Goswell Road London EC1V 7JL on 8 April 2019
8 Apr 2019	AD01	Registered office address changed from 266-268 High Street Waltham Cross Hertfordshire EN8 7EA to 353-355 Goswell Road London EC1V 7JL on 8 April 2019

Date	Form	Description
3 Apr 2019	RESOLUTIONS	Resolutions <ul style="list-style-type: none"> • RES15 - Change company name resolution on 21 March 2019
3 Apr 2019	CONNOT	Change of name notice
29 Oct 2018	AA	Micro company accounts made up to 31 January 2018
24 Oct 2018	CS01	Confirmation statement made on 20 September 2018 with no updates
31 Oct 2017	AA	Micro company accounts made up to 31 January 2017
12 Oct 2017	CS01	Confirmation statement made on 20 September 2017 with no updates
20 Oct 2016	CS01	Confirmation statement made on 20 September 2016 with updates
19 Oct 2016	AA	Total exemption small company accounts made up to 31 January 2016
18 Nov 2015	AR01	Annual return made up to 20 September 2015 with full list of shareholders Statement of capital on 2015-11-18 GBP 2

Date	Form	Description
11 Jun 2015	AA	Total exemption small company accounts made up to 31 January 2015
3 Oct 2014	AR01	Annual return made up to 20 September 2014 with full list of shareholders Statement of capital on 2014-10-03 GBP 2
11 Sep 2014	AA	Total exemption small company accounts made up to 31 January 2014
15 Oct 2013	AR01	Annual return made up to 20 September 2013 with full list of shareholders Statement of capital on 2013-10-15 GBP 2
9 Oct 2013	AA	Total exemption small company accounts made up to 31 January 2013
2 Oct 2013	TM02	Termination of appointment of Andrew Allsop Gonzalez as a secretary
9 Oct 2012	AA	Total exemption small company accounts made up to 31 January 2012
5 Oct 2012	AR01	Annual return made up to 20 September 2012 with full list of shareholders
5 Oct 2012	CH01	Director's details changed for Mr Saklesh Iqbal Rai Datta on 1 September

Date	Form	Description
		2012
31 Oct 2011	AA	Total exemption small company accounts made up to 31 January 2011
23 Sep 2011	AR01	Annual return made up to 20 September 2011 with full list of shareholders
23 Sep 2011	CH01	Director's details changed for Mr Saklesh Iqbal Rai Datta on 20 September 2011
29 Oct 2010	AA	Total exemption small company accounts made up to 31 January 2010
26 Oct 2010	AR01	Annual return made up to 20 September 2010 with full list of shareholders
26 Oct 2010	CH01	Director's details changed for Saklesh Iqbal Rai Datta on 20 September 2010
27 Sep 2010	TM02	Termination of appointment of Loucas Louca as a secretary
27 Sep 2010	AP03	Appointment of Andrew Steven Allsop Gonzalez as a secretary

Date	Form	Description
21 Oct 2009	AA	Total exemption small company accounts made up to 31 January 2009
19 Oct 2009	AR01	Annual return made up to 20 September 2009 with full list of shareholders
19 Dec 2008	288c	Secretary's change of particulars / loucas louca / 29/10/2007
19 Dec 2008	363a	Return made up to 20/09/08; full list of members
23 Oct 2008	AA	Total exemption small company accounts made up to 31 January 2008
5 Nov 2007	288b	Secretary resigned
5 Nov 2007	288a	New secretary appointed
29 Oct 2007	363s	Return made up to 20/09/07; no change of members
25 Oct 2007	AA	Total exemption full accounts made up to 31 January 2007

Date	Form	Description
8 Jun 2007	287	Registered office changed on 08/06/07 from: 266-268 high street waltham cross hertfordshire EN8 7EA
23 Feb 2007	363s	Return made up to 20/09/06; full list of members
23 Feb 2007	287	Registered office changed on 23/02/07 from: 22-28 london lane london E8 3PR
1 Feb 2007	AA	Total exemption full accounts made up to 31 January 2006
8 Nov 2006	288a	New secretary appointed
8 Nov 2006	288b	Secretary resigned
7 Dec 2005	AA	Total exemption full accounts made up to 31 January 2005
18 Nov 2005	363s	Return made up to 20/09/05; full list of members
7 Oct 2005	288a	New director appointed
26 Sep 2005	288b	Director resigned

Date	Form	Description
21 Mar 2005	363s	Return made up to 20/09/04; full list of members
26 Jul 2004	AA	Total exemption full accounts made up to 31 January 2004
18 Mar 2004	225	Accounting reference date extended from 30/09/03 to 31/01/04
5 Jan 2004	363s	Return made up to 20/09/03; full list of members
3 Dec 2002	288a	New director appointed
12 Nov 2002	287	Registered office changed on 12/11/02 from: 1ST floor offices 8-10 stamford hill london N16 6XZ
12 Nov 2002	288b	Secretary resigned
12 Nov 2002	288b	Director resigned
12 Nov 2002	288a	New secretary appointed
20 Sep 2002	NEWINC	Incorporation

The UK's Largest Customer Review Website for the Property Industry

Loft Lets

363 Goswell Road EC1V 7JL

allAgents
co.uk

Certified Customer Experience Report

Report generated on 14 Apr 2021 12:12



Rated 1.53 out of 5 based on 47 reviews

47 reviews of Loft Lets
19% customer satisfaction



9 Recommend



38 Disapprove

Customer Experience Awards Won

A review by Glad Its over on 18/07/2015



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	E9
Rent PCM	£1600
Experience:	Would you use the agent again? No

I can't advise anyone enough to never deal with Loft Lets. The maintenance and general building management is non existent. They have one or two guys * who don't come to fix things, but come to make excuses, make you out to be a fool and fix and replace nothing. I was left without a blind on my bedroom for 5 weeks, no fridge freezer for 12 months! 12 months. they refused it was broken even and refused to replace it. It was warm in the fridge and the freezer over froze in 2 weeks. They left a leaking pipe for 3 days! didn't bother to come until I told them the kitchen floor was starting to collapse. Our washing machine broke down, they sent a guy who told me he fixed it, "it was fine", as I had loads to do I put a wash on after he left, and it burst into flames and exploded molten plastic around the front room. This was after they had "fixed it". He basically came around sat there while i was out and did nothing. The maintenance don't even have tools with them. Its the worst housing agency experience I have ever had to endure. What ever you do do not ever take a property managed by this company. On the face of it the housing they offer looks attractive and in some good spots, but these properties are rotten to the core, they have been left to develop problems for years and years. Dodgy electrics, nasty plumbing, pretty much anything you can think of is wrong. Please Please go elsewhere, this level of mis management can ruin your life and bring stress you should not endure as a paying tenant.

A review by roberta poole on 05/04/2015



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: sw10
 Experience: Would you use the agent again? Yes

just finished my tenancy as I'm moving north. deposit promptly paid. I loved my apartment hardly any problems when their was the agency was prompt to solve the problem.

A review by S Newton on 01/02/2015



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1
 Rent PCM: £1100
 Experience: Would you use the agent again? Yes

I've been living at the apartment for about a year now. I've had an extremely pleasant experience with Loft Lets rental properties. Their office is always very attentive. Though some times the phones are busy. The properties are in a reasonable condition. In the rare occasion that we've had a problem, someone would come by in a reasonable amount of time to fix the problem. I also appreciate their advance notification of entering the rental premises.

A review by Zak on 22/01/2015



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1
 Rent PCM: £842
 Experience: Would you use the agent again? No

Loft Lets have been terrible from the beginning. 2 days before we moved in, we were told that we were missing half of a month's rent, which kind of shook us because we thought we transferred the money to the wrong account. Turns out it was just their accounting department (it's probably just one loser with maths skills equivalent to that of a kindergartener...) that couldn't count. No apologies or a thank you whatsoever. Then I didn't have hot water in my shower for 2 weeks, even though I already paid one month's worth of water (it is included in the rent payment). Maintenance were completely incompetent, rude, lying and unprofessional. 5 weeks it took them to change a set of blinds in my room. The accounting issue happened twice again during the year there, and Mo has been under the radar since, acting as your best buddy before signing the contract and then disappearing like an ex-gf the day after.

A review by Buydontrent on 04/12/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)

Postcode E1
 Rent PCM £750
 Experience: Would you use the agent again? No

I stayed in a rented property managed by loft lets for 9 months and had a terrible experience. Horribly inefficient staff, suspect processes and an awful lack of transparency. I never really leave these types if review but I'd implore you never to rent through this company

A review by johndoe22 on 27/10/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode e1
 Experience: Would you use the agent again? No

Diabolical levels of customer service. Never got back to us on a multitude of different problems with our property. Avoid!!

A review by Traumatished on 29/09/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode N16
 Rent PCM £1300
 Experience: Would you use the agent again? No

Terrible irresponsible agents. Ongoing infestation of mice / rats. Brown tap water. Faulty plumbing and electrics. Blocked drains and flooding on a regular basis. Rainwater leaking into majority of flats on a regular basis. Poor maintenance leading to damage of tenants property and in some cases homelessness. Illegally entering flats and turning off utilities. Refusal to deal with emergencies.

A review by dwina 1986 on 18/09/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode n16
 Rent PCM £1700
 Experience: Would you use the agent again? No

They are crooks and liars. They deliberately ignore almost any complaint made to them, lie when ever questioned on the standard of living environment they provide. We were burgled and nothing was done to make us feel safe in our flat, we were in fact ignored entirely as if nothing happened. The prices they charge are extortionate, the maintenance of the buildings is dreadful, security atrocious and as a company they collectively treat tenants like they are living in the overpriced shabby accommodation for free! in the space of 4 months we have been burgled, had a rat infestation, an unreplaced broken washing machine, flooding and been treated as if we may as well not exist for every complaint we made until threatening to

withhold rent . Which is when they obviously finally came in and did a half arsed job of trying to repair all outstanding issues..... Basically avoid LOFT LETS AT ALL COSTS!!!!!!!

A review by Stefan on 27/08/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1 1
 Rent PCM: £665
 Experience: Would you use the agent again? Yes

The property was very well located, well maintained and well priced throughout the 4 years I lived there. The only issue was the cleaning up of rubbish.

A review by Nate V on 13/08/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: N16
 Rent PCM: £1500
 Experience: Would you use the agent again? No

Everything about letting from LoftLets was a nightmare. Although it was two years ago I can still remember the complete and utter lack of customer service displayed by Mohammed and his team. We were "outbid" three times in our quest to find a flat. All after we had agreed we would pay the deposit, once after actually paying it by someone who paid over the asking price. When we did find a flat, promises to fix mold / holes in the wall / leaky washing machine were made before we moved in but nothing was done about them. I wish I could say our experience improved since moving in but if anything it has gotten worse. Information about who is responsible for the maintenance of the building is out of date and Loft Lets are extremely unhelpful with any queries we have. Countless things have gone wrong (flooding, broken dishwasher, mold etc) and nothing is ever resolved. I would avoid Loft Lets like the plague if at all possible.

A review by Super angry mum on 04/06/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: N16
 Rent PCM: £1560
 Experience: Would you use the agent again? No

These people are a JOKE! I have never been treated with such contempt by a letting agency (and that's saying something!). I moved in when 8mths pregnant to find the flat in a terrible state - cracked tiles, totally marked walls (splashes of I don't know what) plus just general disarray. I was told that the walls could be left in this state when I moved out, but that they wouldn't fix them, so my husband and I ended up painting them ourselves. I also had EVERYTHING break (cheap oven, dishwasher and washing machine) and it took numerous calls - months of calls! - and emails to get anything

fixed. The maintenance company are laughable also, they pretend to be separate but are definitely affiliated with Loft Lets. You think they'd fix the washing machine of a new mum quickly, but nope! Took WEEKS, weeks of no washing machine and a new baby that throws up 10 times a day! They have also just charged us for loads of rubbish upon ending (phew!) our tenancy. I can't be bothered talking to them any more so we're just forwarding all correspondence to our solicitor. If you do business with these people I suggest you keep a record of everything so they can't try and rinse you on the way out...

A review by Loftlets tenant on 23/04/2014



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	E1
Experience:	Would you use the agent again? No

Ask anyone in a Loftlets building who has been there for at least a year or two and they will tell you that they hate them with a vengeance. Having been a tenant in Loftlets properties for several years, I can confirm everything that has been written on this website: they are either the single most incompetent letting agent far and wide (which in itself would be quite an achievement in that industry..), or outright malevolent. I tend to the latter. The whole organization is built around extorting money from the tenants. The withholding of deposit is a well-honed scheme of theirs, applied to every single ending tenancy. No "damage" claim for obvious wear and tear is too ridiculous for them. All appliances and devices in the flats are of the lowest quality and the inevitable and frequent repairs come at eye-watering charges. The "maintenance" company (which changes its name every ca. 2 years) is beyond useless and as others have said are closely linked to Loftlets and their joint owner. As one example, there was a burglary in our building where keys were used and only the porter could know that the flat was empty on just that very weekend and no other day before. The porter coincidentally was removed from his post days later - only to be transferred to another Loftlets building - for a few months and then appear back again at ours. From that particular flat expensive jewellery was stolen. As it happens, the maintenance guy around that period of time let himself into ours and other flats in the building to "check water pipes" etc. without prior consent from tenants - a clear breach of the rental agreement. But perhaps a practical way to keep an overview of which flats contain valuables.. The porters generally are rude and unprofessional and come across rather as a gang (all same nationality) than individuals hired for a job. At some point a few years back we had hired a cleaner recommend by the porter. When we changed to another cleaner he sort of challenged us why we're changing and whether there was a problem. Not in a threatening way - but it felt as if they saw it as their turf where preferably tenants use "their" cleaners and left an uneasy feeling. Security is non-existent as both front doors\ don't shut properly and anybody can walk in (how convenient - this way thefts of expensive bikes from the locked shed are impossible to trace..). The maintenance company over months just pretended not to understand what "the front doors don't lock - please repair" means. So if you are a burglar - you now know where to make your job really easy. Many tenants are students or newly arrived foreigners and no match for Loftlets\ slick lying, bullying and deceiving tactics. Others have busy jobs and there is only so much energy one wants to waste dealing with these crooks. The tragedy is that the properties are really nice and well-located. And in London's rigged property market there is limited choice sadly as we all know.

A review by Avoid loft lets at all costs! on 07/04/2014



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	N16
Experience:	Would you use the agent again? No

This company is possibly the worst company I have ever dealt with. If you can avoid it I would recommend you stay well clear of them!! They are extremely unprofessional, and have very rude, presumptuous, soulless and corrupt staff working for them. They lie, often do the bare minimum and bend the law in every way they can think of in order to make the maximum amount of trouble and added expense for their tenants. These guys are crooks and cause you problems from day one! In the 1 month I have spent dealing with LOFT LETS they have so far- changed our moving date to a month later than originally agreed, after having paid our deposit, made us wait over a week for any welcome pack or proof that we are actually a tenant, charged me for the key I need to access my flat, this is not to mention, ignored countless e-mails and important queries, while also being personally offensive and rude on a few occasions when meeting them in person, they treat their customers with absolutely no respect and with the worst customer service I have personally ever experienced from a letting agent.

A review by Woolhouse flats on 10/03/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1
 Experience: Would you use the agent again? No

Absolutely awful. They took over 2/3 of deposits for wear and tear that happened over six years. They charged £1400 for painting a flat which they never inspected before I moved in and charged for rusty locks. The crooks aim to exploit you and are not members of any transparent bodies Avoid. Avoid. Avoid.

A review by Woolhouse flats on 10/03/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1
 Experience: Would you use the agent again? No

Absolutely awful. They took over 2/3 of deposits for wear and tear that happened over six years. They charged £1400 for painting a flat which they never inspected before I moved in and charged for rusty locks. The crooks aim to exploit you and are not members of any transparent bodies Avoid. Avoid. Avoid.

A review by pissed-off-in-ec1 on 03/03/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1
 Experience: Would you use the agent again? No

This agent is the worst that I have ever dealt with. They actively go out of their way to be inconvenient, obtuse and annoying. Repairs are not done quickly or effectively. Waited 6 weeks for them to replace a washer/dryer. Terrible communication throughout the repair/replacement process, which included numerous changes of the date for repair, often on the day. The staff are more often wrong than right, and I suspect are actively lying to customers to cover their own asses. They will do literally everything they can

to extract money from tenants, often with very precarious reasons. It costs Â£380 (!) to complete a tenant swap, and has taken 4 months so far (and still isn't completed). Any complaints go completely unnoticed, or if you make enough noise are brushed off with the minimal of care. Finally, the places they rent out are just *terrible*. If you want to pay far too much money to a bunch of idiots for a place that just isn't worth it, give these guys a call.

A review by I Roberts on 22/01/2014



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: N77B
 Experience: Would you use the agent again? No

Do not rent from loftlets - terrible at getting anything sorted! Maintenance jobs take months and their accounts department are always getting payment issues wrong

A review by Brenthous on 30/10/2013



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E9
 Experience: Would you use the agent again? No

We rented a flat from them for over a year and they tried to charge us for a HUGE list of things when we wanted the deposit back. They claimed they needed to repaint the whole flat even though the walls were completely messed up before we moved in. Do not use if you need to get your deposit back!

A review by Notahappybunny21 on 13/11/2013



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: n16
 Experience: Would you use the agent again? Yes

I would like to warn everyone who decides to use this company...DON'T!! You will be over charged for services that wont be offered. You are going to be spoken to like a piece of crap. Complaints don't go anywhere. And the Landlord isn't who makes the decisions, the Landlord is never even told anything. I have first hand experience with Loft Lets and even though it was cut short I didn't enjoy it. Please please do not sign your life away, the properties are poorly managed and the maintenance company know nothing about fixing anything. And every cost is over charged. STAY AWAY FROM LOFT LETS LIMITED!

A review by talha on 21/09/2013



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: N1

Experience: Would you use the agent again? No

putting a holding deposit down means nothing to loft lets they will still carry on showing the property and wont stop showing it until you push them out because even once contracts are signed and your in the house they will carry on showing it, they deal like a middle eastern company. Very unprofessional BEAWARE!! company should be closed down!!

A review by Nightmares on 15/07/2013



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: E1 1
 Experience: Would you use the agent again? No

Normally Inspection is done before moving in or in the first day. Its been 13 days I am worries these guys are going to come around and say this wasn't here before crap. Since day 1 I've felt something weird about this place, the attitude atmosphere my gut was telling me all was wrong but we had to make a decision soon so.. Found out about this review later on and now I am terrified about what awaits me. I hate people ripping me off taking advantage and all sort of dodgy business especially with my money? there must be something we can do to defend ourselves.

A review by Stereotypical Lettings Agency on 24/10/2012



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I was a tenant for around 18 months and for the most part didn't have any issues. Myself and a flatmate took over the previous occupants lease for which they had around 6 months left, everything ran smoothly and we paid them their deposit back and Loft Lets signed the money they were holding into out names. There was one occurrence where the building was bought by a new owner and we then were asked to sign a new 12 month lease of which our rent was put up but we accepted. After 6 months we decided to move out after one of us was going travelling. We consulted with Loft Lets about finding someone to takeover our remaining lease as per how we moved in but they said they'd rather just re-list the property, i'm expecting so they could increase the rent again but all fine, we didn't incur any charges for terminating the contract early. The maintenance company, who apparently Loft Lets don't won yet they all drive Loft Lets vans, came to inspect the property prior to the final inspection, to advise of any work that might need doing prior to the final move out day. They advised us to get it professionally cleaned and handily recommended someone... which no doubt ended up being the maintenance company anyway but still, we decided to go for it as ultimately we knew as per out contract we didn't want to leave anything for the landlord to do an incur any further charges. After the final inspection they said that all was fine and our fill deposit would be returned, which obviously we were happy about. THEN, we are told a couple of weeks later as they're processing our deposit return that they take off a fee to pay for the final inspection, which worked out around Â£129 or so. I challenged this seeing as they'd said that the property way fine and as such what are we paying for. They referred us to our contract where it states that tenants pay the maintenance company a fee to come along and inspect the property on vacating and the landlord pays when a new tenant moves in. Obviously a landlord wouldn't need to pay for an inspection on someone moving in if the property had been inspected while someone moved out as ultimately no-one would have

lived in it so there's no reason for it to be inspected twice between the time of no one occupying it. The second issue i had was when it came to receiving my cheque, after around 10-14 days of them telling me it had been issues, minus the £129 vacating inspection fee of course, i called them to find out where it was. They said they'd mailed and i should have received it. I explained that nothing had arrived and could they please reissue the cheque... of which they politely told me that they could - at the cost of £15. Once again i challenged this, asking them why this should be at my expense, i hadn't had any other problems receiving post and yet this hadn't arrived, i asked them to show me the proof they'd sent it - Lambros, the agent's response along the lines of if they hadn't posted the cheque then it would be sitting in the office... of which i explained that if they had posted it then why didn't I have it. Coincidentally there it was in the vacating agreement, pretty much word for word reflecting exactly what was happening... if they send a returned deposit cheque to the correct forwarding address and it doesn't arrive, then they will reissue the cheque at the cost of the tenant. All in all it was a very poor experience, they quite clearly fit the stereotypical mould of a lettings agency, take what they can and get the you out as quickly as possible and get the next ones in. The situation with the reissued cheque was far too coincidental, the fact that i hadn't received my cheque and yet there was a line, word for word mirroring my situation... just as if they'd purposefully not sent the cheque out just to make things that little but more difficult... because they can.

A review by Get it Wright on 25/08/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (Prospective customer)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

[[EDIT ORIGINAL START]] The agent didn't do much good. Appointments were not met. The planned viewing of 5.30pm and it was shown up at 6.30pm, I have never seen or heard about motor cycle viewing, he was taking the gowns off whilst me and my girlfriend standing next him. And then he will notify me his key would not work on the flat we were suppose to view. He then decides tell us, he will call back to rearrange the viewing, all forgotten Ã¢â¬â¢No ReplyÃ¢â¬â¢ Bloody cowboy complete flop Our time was completely wasted. We had to search other and more solid agencies to find a apartment to rent. [[EDIT ORIGINAL END]] The agent didn't do much good. Appointments were not met. The planned viewing of 5.30pm and it was shown up at 6.30pm, I have never seen or heard about motor cycle viewing, he was taking the gowns off whilst me and my girlfriend standing next him. And then he will notify me his key would not work on the flat we were suppose to view. He then decides tell us, he will call back to rearrange the viewing, all forgotten Ã¢â¬â¢No ReplyÃ¢â¬â¢ complete flop Our time was completely wasted. We had to search other and more solid agencies to find a apartment to rent.

A review by candib on 29/02/2012



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

The worst agents I have ever come across after 15 years of renting in London. I agree with a review on another site, Lambros is a bully and is threatening. He is down as a director of the company, but the company has changed names yet again, not to mention the amount of times the maintenance company has changed names, yet they are also owned by loftlets. Why do they keep on changing names, what have they got to hide? Why will they not disclose who the landlord is??? If you speak to any of the people in

maintenance they will tell you how Loftlets aim is to make as much money as possible and spend as little on ensuring their tennents live in safe and hygenic homes. They don't like to replace broken items, instead they prefer to repair things using repair people without the required skills. Our neighbours told us how they were left without hotwater for over 1 week and they kept on sending people without the necessary skills to fix things. I also heard of a tennent in another block whose boiler exploded, because it hadn't been properly maintained. And yes, she was blamed for this and they tried to charge her, saying it was because she had stored things close to the boiler. I've also heard other ex-tennants speak about the impossibility of getting deposits back. And then of course the issue of their staff entering properties without warning. This is scary stuff. Someone should start a facebook page so we can document these problems as a way of trying to ensure that we get treated properly and not bullied and threatened if we dare complain

A review by john doe on 29/10/2011



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Conveyancing
Postcode:	No postcode selected.
Experience:	Would you use the agent again? No

let me enlighten all you irrate tenants who have bad service from loft lets, firstly loft lets, and the so called maintenance company are not separate entities the are both managed by the same person who owns all properties serviced by loft lets, this individual is a nondom who lives in another country to avoid paying tax. there are at least 15 limited companies linked to this person so you have been warned. my advice is to stay well clear

A review by angry on 05/10/2011



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (Prospective customer)
Postcode:	No postcode selected.
Experience:	Would you use the agent again? No

I went to view the property this morning for me and my boyfriend who could not make it. I was impressed with the flat and was told by the agent that an offer had been made but did not meet the asking price so i called my boyfriend and asked what he wanted to do. We agreed to take it and he spoke to the agent to ask what we had to do to take it off the market. After making a payment of Â£350 and signing a 'holding contract' I left and was told the remaining deposit had to paid in the next five days. An hour later my bf called to say that the agent had given it away to the other viewing who had clearly increased their offer. And the landlord had accepted without even consulting us. Very unprofessional- they dealt with the matter terribly. Have taken my money and breached the agreement. Despite a lot of angry phone calls they have not made any move to rectify this. I spoke to a legal friend of mine who said the exact same ting happened to her- after putting on a down payment- they said they gave it away. Save yourself the bother and stay away!

A review by Xxxx on 04/10/2011



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode:	No postcode selected.

Experience: Would you use the agent again? No

The worst lettings agency i have ever come across. I live In a building that is owned by the same landlord that owns the entire building. The maintenance company has changed but it's that same people that used to answer the phone and the same workmen. I am sure the maintenance company is owned by the landlord as well as the agency. I have been warned by friends that have left the buliding that I should forget about the deposit which is very worrying. I feel like a victim of a scam now.

A review by Frank on 21/06/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

Absolute scammers of the highest order. I would not recommend this company. They are incompetent and beyond rude. AVOID.

A review by Woolhouse on 03/06/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

What can I say about Loft Lets that hasn't already been said!!? The most inept, incompetent, rude and obnoxious agency I've ever had the misfortune to have to deal with. The plebs they employ are amongst some of the least professional agents in London with their only discernable skills seemingly an ability to be as obnoxious as possible to people paying them a large amount of money and receiving no service in return. As far as fees and deposit retaining goes they have all the morals of a Somalian pirate.... be warned they will keep a portion of your deposit.... how much is a randomly generated number..... much like their associated maintainable company..... 85 quid to come and change a filter in the washing machine. When challenged as to why it could be that much they answered that it was their standard call out fee to cover their costs and transport. They are based next door to the building!!! Jokers. Avoid like the plague. There are much better agents out there, these clowns make Foxtons look good!!!

A review by dameodone on 11/05/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I rented a flat from through Loftlets - we left after 6 months, largely due to their horrendous service. Every time there was an issue and we contacted them they were very un-responsive or keen to pass us onto someone else. However the main issue was that they charged us because the previous tenants underpaid their rent. They passed this onto us! They argued that we undertook the tenancy and therefore we were

liable for the arrears, even though we didn't know and had nothing to do with the previous tenants. They were completely unwilling to compromise and the guy we ended up dealing with admitted that the arrears were nothing to do with us but that we would have to pay them. We didn't even have the option not to pay them as they were deducted from our deposit. I would strongly advise against letting a property through Loftlets.

A review by andrew on 17/04/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
Services: Lettings (Prospective customer)
Postcode: No postcode selected.
Experience: Would you use the agent again? No

Avoid avoid avoid!!! Extremely rude, unprofessional and a nightmare to deal with! Never again! I have never been more angry at a lettings place or any other kind of organisation then I have with them!! When viewing places they place an extremely irritating amount of pressure on you instantly. "Forgetting" aspects of importance and be very haphazard about the proceedings. We thought it could be the one idiot agent so changed to another agent who was worse!! I don't understand why people are still using them or how they have any properties!

A review by Sarah on 14/04/2011



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
Services: Lettings (as a Tenant)
Postcode: No postcode selected.
Experience: Would you use the agent again? No

This company is absolutely awful. I can verify the other reviewer when he said that lots of people have keys to your flat and therefore can access your flat at anytime. This happened once when I was in my flat during the day and it scared the life out of me, luckily once they heard someone was in, they left immediately. They do treat you appallingly and they threatened to kick us out when we complained about the security issues. My best advice is to stay well clear of this company!

A review by AngryTenant on 29/11/2010



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
Services: Lettings (as a Tenant)
Postcode: No postcode selected.
Experience: Would you use the agent again? No

[[EDIT ORIGINAL START]] We are so angry with them. They gave out master keys to our property quite freely apparently for "safety reasons". Guess what - someone entered our property with a key and cleared us out. Thousands of pounds worth of goods stolen. When we started raising the issues with the estate agents, they have got really arsey about everything and not helpful at all. Firstly, one of the members of staff accused us of insurance fraud, then they tried to make us sign a document, when they changed our keys off the master key system, to say that if the door ever got broken down, we would front the costs. Then they refuse to provide us with details of our landlord (A LEGAL REQUIREMENT) So angry. We

wish there was something we could do. If we'd known this, we never would have used them. They refused to inform other tenants in the building about the burglary too, so we went round informing people. Not a single person in our block of 135 flats had a good thing to say about them. STAY AWAY. [[EDIT ORIGINAL END]] We are so angry with them. They gave out master keys to our property quite freely apparently for "safety reasons". Guess what - someone entered our property with a key and cleared us out. Thousands of pounds worth of goods stolen. When we started raising the issues with the estate agents, they have got really arsey about everything and not helpful at all. Firstly, one of the members of staff accused us of insurance fraud, then they tried to make us sign a document, when they changed our keys off the master key system, to say that if the door ever got broken down, we would front the costs. Then they refuse to provide us with details of our landlord (a legal requirement). So angry. We wish there was something we could do. If we'd known this, we never would have used them. They refused to inform other tenants in the building about the burglary too, so we went round informing people. Not a single person in our block of 135 flats had a good thing to say about them. Stay away.

A review by Disgruntled loft dweller on 26/11/2010



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	No postcode selected.
Experience:	Would you use the agent again? No

I've just moved into a flat let by Loft lets and am finding their service beyond terrible. In fact it astounds me that a company with such atrociously low standards can continue to trade in the current economy. Sadly, the rental market in London is currently such that the tenant is apparently powerless and has to take what they can get. What I'd like to know is if Loft Lets are in fact tied to the owner(s) of the buildings in which they let units before I approach the landlord to highlight some of Loft Lets astounding shortcomings. I'd love to recommend that people out there keep clear of Loft Lets but the truth is that they have a monopoly on several large buildings in this area and so there is really no choice but to let from them if you want to live in one of these units. I despair at the prospect of dealing with these utter tools for the duration of my tenancy.

A review by JoeT on 04/10/2010



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	No postcode selected.
Experience:	Would you use the agent again? No

Contract standards: - you have to repaint the place and have it professionally cleaned. i.e. up to a day's work. OK, there should be no more than normal wear and tear. But repainting, inc buying the paint and equipment?!?! Wtf do we pay them for? - random "inventory" fee of

A review by charles on 16/05/2010



Branch:	363 Goswell Road (Islington) (London) (Greater London)
Services:	Lettings (as a Tenant)
Postcode	No postcode selected.
Experience:	Would you use the agent again? Yes

They are a bunch of witty estate agents. You have to be ahead of them in wittiness and you will find them at your mercy. My overall experience was great and i would definetly recommend them to others. Dont forget they are among the elite letting agents who compete against foxtons and so on. If you think loft lets are bad try foxtons and when you get screwed and no responses for months on end you will appreciate loft lets small team who in comparison to the other letting agents outstrip them by miles. I can say that they can be slow to deliver at times, but who isnt?? Overall they are 'super' and kept me happy till the end. They did try the old 'deposit' reataining game but with a big smile i countered there responses with their faults and without much hassle was re-imbursed fully. A very happy customer indeed. :)

A review by Liam on 10/12/2009



Branch: [363 Goswell Road \(Islington\)_\(London\)_\(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? Yes

Well I'm shocked to read all these reviews, I have been in my current flat for 6months now and had no problems. The fan in the bathroom stopped working last week but was replaced four days later which I thought was fantastic. I've always got a pleasant and effiecent service whenever I called the office.

A review by Sam on 23/09/2009



Branch: [363 Goswell Road \(Islington\)_\(London\)_\(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

Worst agency ever! Rude, useless and stealing your money! Avoid them, that the best advice I can give you after 2 years with them!

A review by robert on 23/09/2009



Branch: [363 Goswell Road \(Islington\)_\(London\)_\(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? Yes

Loft Let is very very unfriendly..if you have any problems or questions it will take ages untill someone will helph you. the maintenance dep. is ok but works with a bad quality, if you like to move out or to get out of the contract..good luck!! just can agree..to get your money back will be a pain.

A review by James on 16/04/2009



Branch: [363 Goswell Road \(Islington\)_\(London\)_\(Greater London\)](#)

Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? Yes

I am a tenant of Loft Lets and didn't know that the maintenance department was a division of loft lets. I haven't really had many problems where i have had to contact the maintenance department apart from recently my dishwasher packed up and the guys who came to fit my dishwasher were really professional and arranged a time that suited me. They came fitted and in no time finished the job and went. So maybe it's because i haven't had much to do with the maintenance department, so i suppose only time will tell.

A review by nicky on 21/02/2009



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (Prospective customer)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? Yes

It was great, good website, people help me out; I understood that Loft Lets is the LETTING agency, and maintenance is another department, don't mix them guys

A review by fido on 12/02/2009



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I wish I read these reviews before signing anything. I'm having a hard time to get them to do what they promised which was paint and clean the flat before I moved in. It's been a week of me paying rent and I haven't been able to move in yet. If I hadn't already paid the deposit, I would walk away and find somewhere else. They were blaming the landlords for the delay and lack of action but after reading all this, I doubt that's the case now. I'm glad I've got photographs to prove that nothing has been done before the move in date.

A review by Nickname on 22/01/2009



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

Oh my god!! Worst agency to use! Avoid like the plague! They take forever to do anything! People who work on reception are soooooo rude its crazy they still have jobs! Customer service is a ZERO! It took us over 3 months to have the lock replaced on our bathroom door (people were getting locked in due to a faulty lock), weeks and several visits for a new washing machine after it flooding our kitchen! Waste of time, better agencies out there who wont suck the life out of you!

A review by nothingwitty on 06/01/2009



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

Lovely when they are trying to get you as a customer but then... They are awful. The staff who answer the phone treat you like dirt under their shoe. When myself and my partner vacated the property we spent two days cleaning the flat to make it as it was when we moved in. Loft lets saw fit to retain over HALF of our 6 week deposit - almost

A review by Donald on 12/06/2008



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I am afraid I have to concur with the assessment of the previous reviewers - these guys are rude, unhelpful and unprofessional. Alarm bells should have rang at the outset. We arrived to view the property only to find that the agent had not turned up (no phone to cancel). When we got to their office, no apology was forthcoming. During the tenancy there was a complete lack of interest in our wellbeing as tenants and some unpleasantness when we refused to sign a 'move-out' contract, which had not been discussed when we moved in. Do not use this company.

A review by holly on 02/04/2008



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I fully agree with this comment. The staff are incredibly rude, unhelpful and incompetent. I try and deal with them as little as possible but it is always painful when I do. The maintenance team they employ are also rubbish. I once had a leak into my bedroom for 3 months that they never fixed- despite phone calls to them almost every day.

A review by marge on 08/12/2007



Branch: [363 Goswell Road \(Islington\) \(London\) \(Greater London\)](#)
 Services: Lettings (as a Tenant)
 Postcode: No postcode selected.
 Experience: Would you use the agent again? No

I would advise anyone to beware of this agency. Loft Lets might seem sweet at the outset but their contracts are dodgy and their staff and manager have proved to be threatening and aggressive when their systems are questioned. There is a guy called Lambros there who apparently is the most senior representative (he won't let you speak to any superior above him) who has repeatedly bullied us. Take a tenancy out with them at your peril.

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ZEUS HOUSE LONDON N1



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CANARY RIVERSIDE CANARY WHARF

CALVERT AVENUE LONDON E2





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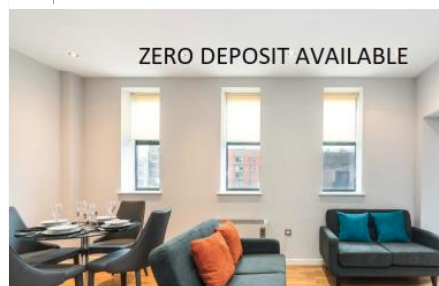
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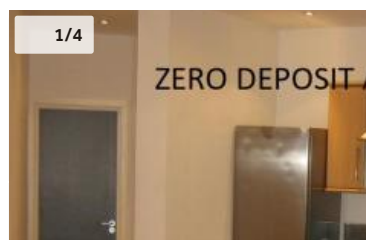
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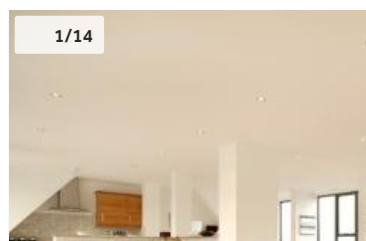
ZERO DEPOSIT AVAILABLE

1 bedroom ground floor flat**Commercial Street, London, E1**

ZERO DEPOSIT AVAILABLE. This one double bedroom offers an open plan living area with fully fitted kitchen, a modern bathroom with bath and shower. Available 5th January 2021

Reduced on 02/02/2021 by Tower Quay Limited, London

£5,200 pcm
£1,200 pw

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SALES • LETTINGS

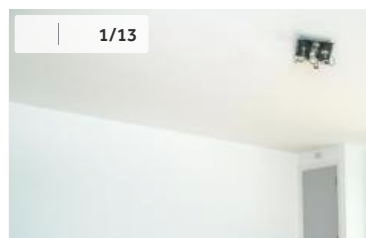
1/14

4 bedroom penthouse**Fieldgate Street, London, E1**

ZERO DEPOSIT AVAILABLE Superb 4 bedroom split level penthouse apartment situated on the top floor of a popular converted warehouse building in Whitechapel area. This lovely apartment consists of open-plan living area with fully fitted modern kitchens 3 bathrooms and great views of London.

Added on 11/03/2021 by Tower Quay Limited, London

£3,850 pcm
£888 pw

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1/13
















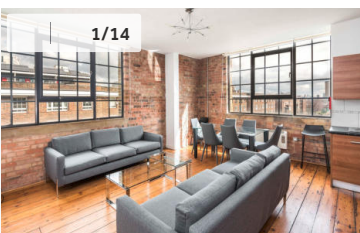


4 bedroom apartment**Calvert Avenue, London, E2**

ZERO DEPOSIT AVAILABLE Fantastic four double bedroom apartment in Calvert Avenue, close to Old Street and Shoreditch High Street Station. Property comprises of four rooms, open plan kitchen with living room, 3 bathrooms, wooden flooring throughout, fully fitted white modern kitchen with integrated a

Added on 31/03/2021 by Tower Quay Limited, London

£3,500 pcm
£808 pw

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 <p>1/15</p>	<p>3 bedroom flat</p> <p>Underwood Street, London, N1</p> <p>ZERO DEPOSIT AVAILABLE Newly Renovated Fully fitted & Fully furnished three bedroom and two bathroom flat with large open plan living room and high specification. Perfect for sharers.</p> <p>Reduced on 03/03/2021 by Tower Quay Limited, London</p>
<p>£3,350 pcm £773 pw</p>	<p>TOWER QUAY SALES • LETTINGS</p> <p> </p>
 <p>ZERO DEPOSIT AVAILABLE</p> <p>1/13</p>	<p>3 bedroom apartment</p> <p>Underwood Street, London, N1</p> <p>ZERO DEPOSIT AVAILABLE. Fantastic, newly refurbished three double bedroom, two bathroom apartment on the top floor (with lift) of this sought after development. Located moments from Old Street Station. Furnished/Unfurnished. Available now.</p> <p>NEW HOME</p> <p>Reduced on 26/02/2021 by Tower Quay Limited, London</p>
<p>£3,350 pcm £773 pw</p>	<p> </p>
 <p>1/10</p>	<p>4 bedroom flat</p> <p>Wool House, Back Church Lane, London, E1 1LX</p> <p>ZERO DEPOSIT AVAILABLE Situated in Whitechapel this new warehouse conversion offers four double bedrooms. This luxury loft apartment is modern and consisting of fully fitted kitchen, open-plan reception room, hard wooden floors, high ceilings, en-suite bathroom to master bedroom.</p> <p>Added on 31/03/2021 by Tower Quay Limited, London</p>
<p>£3,100 pcm £715 pw</p>	<p> </p>
 <p>ZERO DEPOSIT AVAILABLE</p> <p>1/11</p>	<p>4 bedroom flat</p> <p>Calvert Avenue, London, E2</p> <p>ZERO DEPOSIT AVAILABLE. This four large bedroom apartment is based in Calvert Avenue, close to Old Street Station. The property comprises of four rooms, open plan living room with a fully fitted white modern kitchen with integrated appliances, three bathrooms, wooden flooring throughout, a balcony..</p> <p>Reduced on 24/02/2021 by Tower Quay Limited, London</p>
<p>£3,100 pcm £715 pw</p>	<p> </p>
 <p>ZERO DEPOSIT AVAILABLE</p> <p>1/11</p>	<p>3 bedroom flat</p> <p>Underwood Street, London, N1</p> <p>ZERO DEPOSIT AVAILABLE. Brand New three double bedroom, two bathroom apartment with porter. Finished to the highest standards, wooden floor throughout. Furnished. Early viewings highly recommended.</p> <p>NEW HOME</p> <p>Reduced on 26/02/2021 by Tower Quay Limited, London</p>
<p>£3,012 pcm £695 pw</p>	<p> </p>
 <p>1/14</p>	<p>3 bedroom apartment</p> <p>Back Church Lane, London, E1</p> <p>ZERO DEPOSIT AVAILABLE A stunning three bedroom warehouse converted apartment be... Added on 13/04/2021 by Tower Quay Limited, London</p> <p>With hard wooden flooring throughout, open plan fully fitted kitchen, two en-suite shower rooms</p>
<p>£3,012 pcm £695 pw</p>	<p> </p>

£2,750 pcm

£635 pw



1/8 ZERO DEPOSIT AVAILABLE

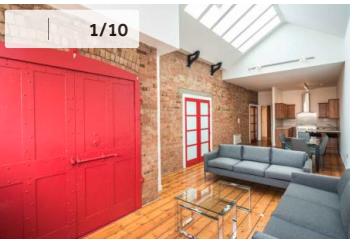
3 bedroom flat**The Old Lofts, 10 Crescent Row, London, EC1Y 0SP**

ZERO DEPOSIT AVAILABLE. Just next to Barbican and Clerkenwell Road is this stunning three double bedroom apartment. Apartment comprises of open-plan living area, fully fitted kitchen, two bathrooms, hard wooden original floors, large windows, whitewash walls and high ceilings.

Reduced on 24/02/2021 by Tower Quay Limited, London

£2,600 pcm

£600 pw



1/10

3 bedroom apartment**Wool House, Back Church Lane, London, E1 1LX**

ZERO DEPOSIT AVAILABLE Situated in Whitechapel this new warehouse conversion offers stunning three double rooms apartment. This luxury loft apartment is modern and consisting of fully fitted kitchen, generous open-plan reception room with bright skylight windows

Added on 13/04/2021 by Tower Quay Limited, London

£2,550 pcm

£588 pw



1/17 ZERO DEPOSIT AVAILABLE

3 bedroom flat**Commercial Street, London, E1**

ZERO DEPOSIT AVAILABLE. In a very famous London's location Spitalfields is this fantastic three double bedroom apartment. Flat is situated in the converted cinema and benefiting from very high ceilings, open-plan living area with fully fitted kitchen. FURNISHED OR UNFURNISHED

Reduced on 24/03/2021 by Tower Quay Limited, London

£2,450 pcm

£565 pw



1/14 ZERO DEPOSIT AVAILABLE

2 bedroom apartment**Hollywood Lofts, Commercial Street, London, E1 6NU**

ZERO DEPOSIT AVAILABLE. Newly refurbished two double bedroom loft style apartment near the famous trendy Spitalfields Market on Commercial Street. Property is situated on the second floor, has fully fitted open plan kitchen, two bathrooms, large windows, large balcony, wooden flooring throughout

Reduced on 15/02/2021 by Tower Quay Limited, London

£2,300 pcm

£531 pw



1/15 ZERO DEPOSIT AVAILABLE

3 bedroom apartment**Back Church Lane, London, E1**



















ZERO DEPOSIT AVAILABLE. Loft style three double bedroom apartment within a popular warehouse conversion in Whitechapel area offering lots of original features. Property with its ideal location and easy access to City is perfect for young professionals. Apartment is on the 1st floor

Added on 15/02/2021 by Tower Quay Limited, London

£2,250 pcm

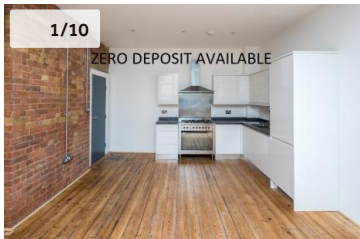
£519 pw



 <p>1/11 ZERO DEPOSIT AVAILABLE</p>	<p>3 bedroom flat</p> <p>Back Church Lane, London, E1</p> <p>ZERO DEPOSIT AVAILABLE. Tower Quay are please to offer this three double rooms warehouse conversion in Aldgate. Offering lots of original features including exposed brick work, high ceilings and hard wooden floors.</p> <p>Reduced on 12/11/2020 by Tower Quay Limited, London</p>
<p>£2,250 pcm</p> <p>£519 pw</p>	<p> </p>
 <p>1/14 ZERO DEPOSIT AVAILABLE</p>	<p>3 bedroom apartment</p> <p>Simpson House, Somerford Grove, London, N16 7TX</p> <p>ZERO DEPOSIT AVAILABLE. This three double bedroom apartment offers an open plan living area with fully fitted kitchen, a modern bathroom and wooden floors and brand new furniture and security.</p> <p>Reduced on 26/03/2021 by Tower Quay Limited, London</p>
<p>£2,250 pcm</p> <p>£519 pw</p>	<p> </p>
 <p>1/9 ZERO DEPOSIT AVAILABLE</p>	<p>3 bedroom apartment</p> <p>Back Church Lane, London, E1</p> <p>ZERO DEPOSIT AVAILABLE. Three bedroom apartment with 2 bathrooms situated on the second floor. Apartment comprises of open plan kitchen/living area, 3 double bedrooms, ensuite to the master bedroom, separate main bathroom, hard wooden flooring throughout, high ceilings, kitchen with fitted appliances</p> <p>Added on 12/11/2020 by Tower Quay Limited, London</p>
<p>£2,250 pcm</p> <p>£519 pw</p>	<p> </p>
 <p>1/12 ZERO DEPOSIT AVAILABLE</p>	<p>3 bedroom apartment</p> <p>Wool House, Back Church Lane, London, E1</p> <p>ZERO DEPOSIT AVAILABLE This lovely three double bedroom apartment is set in a converted warehouse building on the first floor. The apartment comprises a very large open/plan living area with lots of original features, hard wooden floors, high ceilings, master bedroom with en-suite.</p> <p>Added on 15/02/2021 by Tower Quay Limited, London</p>
<p>£2,250 pcm</p> <p>£519 pw</p>	<p> </p>
 <p>1/6</p>	<p>3 bedroom apartment</p> <p>Tudor Lofts, Tudor Road, London, E9 7SN</p> <p>ZERO DEPOSIT AVAILABLE A three double room on the 5th floor. Loft style apartment, situated in the London Fields. Open plan living area, fully fitted kitchen, wooden flooring throughout. Viewing highly recommended. Available from Now</p> <p>Reduced on 04/03/2021 by Tower Quay Limited, London</p>
<p>£2,200 pcm</p> <p>£508 pw</p>	<p> </p>
 <p>1/9 ZERO DEPOSIT AVAILABLE</p>	<p>2 bedroom flat</p> <p>Underwood Street, London, N1</p> <p>ZERO DEPOSIT AVAILABLE. Brand new two double bedroom, one bathroom apartment with modern fixtures and fittings. Viewing highly recommended.</p> <p>Reduced on 26/02/2021 by Tower Quay Limited, London</p>
<p>£2,200 pcm</p> <p>£508 pw</p>	<p> </p>

£2,167 pcm

£500 pw



1/10

ZERO DEPOSIT AVAILABLE

2 bedroom flat**Underwood Street, London, N1**

ZERO DEPOSIT AVAILABLE. Selection of newly renovated one, two, three and four bedroom apartments available in the building. Newly Renovated Fully fitted & Fully furnished two bedroom flat with large open plan living room and high specification. Perfect sharers.

Reduced on 16/10/2020 by Tower Quay Limited, London

£2,167 pcm

£500 pw



1/8

ZERO DEPOSIT AVAILABLE

3 bedroom flat**Somerford Grove, London, N16**

ZERO DEPOSIT AVAILABLE. A three double bedroom loft apartment in a converted warehouse building in Stoke Newington. The Property comprises of spacious open/plan living area with fully fitted kitchen, modern bathroom, high ceilings, hard wooden floors and gas central heating. FURNISHED OR UNFURNISHED

Reduced on 26/03/2021 by Tower Quay Limited, London

£2,150 pcm

£496 pw



1/12

ZERO DEPOSIT AVAILABLE

3 bedroom apartment**Simpson House, Somerford Grove, London, N16 7TX**

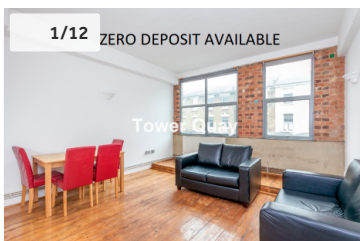
ZERO DEPOSIT AVAILABLE. three double room split level apartment set in the converted warehouse building situated in the Stoke Newington area with very good connection to central London and City. Flat is consisting of spacious open/plan living area with fully fitted kitchen and 2 modern bathro...

ONLINE VIEWING

Reduced on 26/03/2021 by Tower Quay Limited, London

£2,150 pcm

£496 pw



1/12

ZERO DEPOSIT AVAILABLE

3 bedroom flat**Anton Street, London, E8**

ZERO DEPOSIT AVAILABLE. This very large three double bedroom property located close to Hackney Downs and Hackney Central stations. Benefits from original features such as high ceilings, exposed brick walls and hard wooden floors. Property further comprises of large living room area

Added on 02/02/2021 by Tower Quay Limited, London

£2,150 pcm

£496 pw



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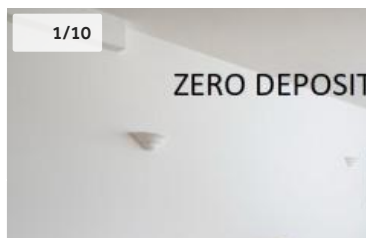
1/7 FEATURED PROPERTY

**1 bedroom flat****Underwood Street, London, N1**

ZERO DEPOSIT AVAILABLE. Selection of newly renovated one, two, three and four bedroom apartments available in the building. Fully fitted & Fully furnished one bedroom flat with large open plan living room and finished to high specification. Perfect for single professionals or couple

Reduced on 17/03/2021 by Tower Quay Limited, London

£1,625 pcm
£375 pw

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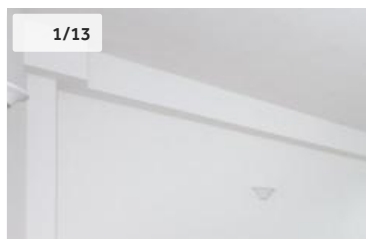
1/10

3 bedroom flat**Somerford Grove, London, N16**

ZERO DEPOSIT AVAILABLE. Three double bedroom and one bathroom loft style apartment situated on the third floor in an upcoming area of Stoke Newington. Apartment consists of open plan living area with fully fitted kitchen with all appliances, three double bedrooms, wooden flooring and high ceiling.

Reduced on 26/03/2021 by Tower Quay Limited, London

£2,150 pcm
£496 pw

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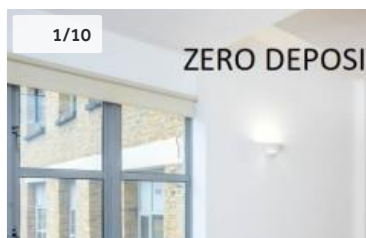
1/13

3 bedroom flat**Anton Studios, Anton Street, London, E8**

ZERO DEPOSIT AVAILABLE. Stunning three double rooms, located close to Hackney Downs and Hackney Central stations. Benefits from original features such as high ceilings, exposed brick walls and hard wooden floors. Property further comprises of large open/plan living area with fully fitted kitchen

Reduced on 10/03/2021 by Tower Quay Limited, London

£2,150 pcm
£496 pw

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1/10











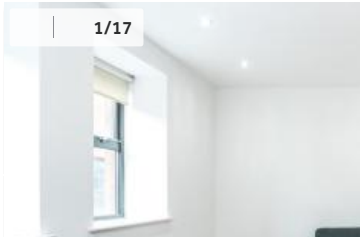




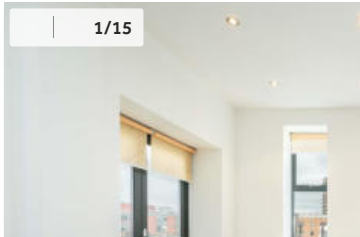









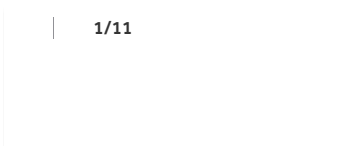




3 bedroom flat**Somerford Grove, London, N16**











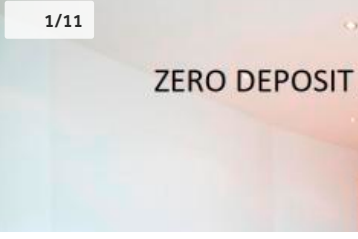




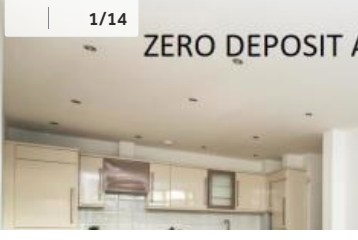




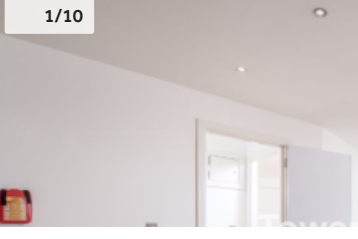




ZERO DEPOSIT AVAILABLE. Set in the warehouse converted building is this lovely three double bedroom apartment on the first floor. Apartment is situated in upcoming area of Stoke Newington and is consisting of open plan fully fitted kitchen with all appliances, large lounge, large windows.






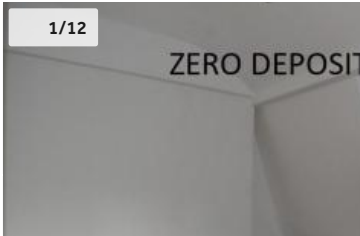









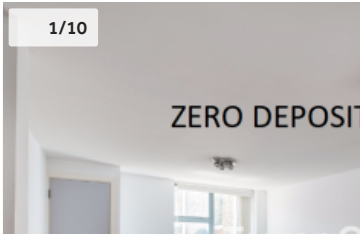









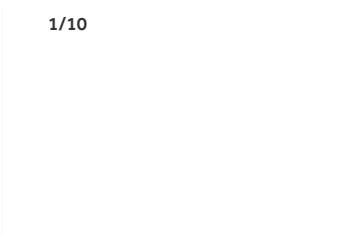




Reduced on 26/03/2021 by Tower Quay Limited, London







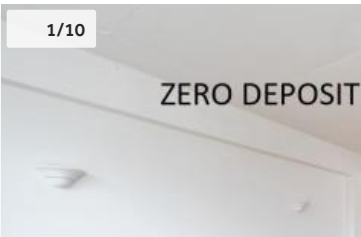


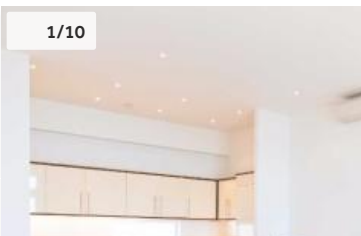


£2,150 pcm
£496 pw

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		x		Filters (1) ▾
	Somerford Grove, London, N16 ZERO DEPOSIT AVAILABLE. A three double bedroom loft apartment in a converted warehouse building in Stoke Newington. The Property comprises of spacious open/plan living area with fully fitted kitchen, modern bathroom, high ceilings, hard wooden floors and gas central heating. FURNISHED OR UNFURNISHED			
£2,150 pcm £496 pw	  	Reduced on 26/03/2021 by Tower Quay Limited, London		
	3 bedroom apartment Tower House, Fieldgate Street, London, E1 1GW ZERO DEPOSIT AVAILABLE This stunning three double bedroom offers a fully fitted kitchen with an open-planned living area. Two modern bathrooms and a terrace with views over London. Available from now		✕	
£2,100 pcm £485 pw	  	Reduced on 13/04/2021 by Tower Quay Limited, London		
	3 bedroom apartment Tower House, Fieldgate Street, London, E1 1GU ZERO DEPOSIT AVAILABLE Three double bedroom loft style apartment situated on the ground floor. Converted warehouse portered building in Whitechapel within minutes walk away from Aldgate East Tube Station. Apartment consists of open-plan living area with fully fitted kitchen.		✕	
£2,100 pcm £485 pw	  	Reduced on 13/04/2021 by Tower Quay Limited, London		
	3 bedroom flat Fieldgate Street, London, E1 ZERO DEPOSIT AVAILABLE. A spacious newly decorated 3 bedroom fourth floor apartment situated in an excellent location close to shops and restaurants and Underground Station (Circle, District and Hammersmith and City line) of Aldgate East, moments' away from Shoreditch and Liverpool street.		✕	
£2,100 pcm £485 pw	  	Reduced on 13/04/2021 by Tower Quay Limited, London		
	3 bedroom apartment Fieldgate Street, London, E1 ZERO DEPOSIT AVAILABLE three double bedroom apartment with BRAND NEW furniture. Amenities include porter and private balcony. Moments from Whitechapel Station. There are a selection of three bedroom available with the same furniture in the building with ONE or TWO bathrooms and ... ONLINE VIEWING		✕	
£2,100 pcm £485 pw	  	Reduced on 13/04/2021 by Tower Quay Limited, London		
	3 bedroom flat Fieldgate Street, London, E1 ZERO DEPOSIT AVAILABLE This three bedroom apartment is situated on the third floor of a ... area with fully fitted modern kitchen, two modern bathroom and balcony terrace.		✕	
	  	Reduced on 13/04/2021 by Tower Quay Limited, London		

		x		Filters (1) ▼
<div>1/15</div> 	ZERO DEPOSIT	3 bedroom flat	Well House, Benwell Road, London, N7 7BL	X
		ZERO DEPOSIT AVAILABLE. A converted warehouse situated just behind Holloway Road between Highbury & Islington and Holloway Tube stations, only 2 minutes away. Three double bedroom loft apartment with open plan, fully fitted kitchen, wooden flooring throughout and one bathroom. Furnished or unfurnished		
		Reduced on 09/02/2021 by Tower Quay Limited, London		
			 	
		£2,100 pcm £485 pw		
<div>1/11</div> 	ZERO DEPOSIT	3 bedroom flat	Longridge Road, London, SW5	X
		ZERO DEPOSIT AVAILABLE. This three bedroom apartment set in this Period Townhouse offers, a kitchen separated from living room and a bathroom. Available Now		
		Reduced on 16/10/2020 by Tower Quay Limited, London		
			 	
		£2,100 pcm £485 pw		
<div>1/11</div> 	ZERO DEPOSIT	2 bedroom apartment	Back Church Lane, London, E1	X
		ZERO DEPOSIT AVAILABLE. Fantastic top floor apartment with outside terrace with views of London. Consists of two double bedrooms, two bathroom and open plan reception kitchen. Building has onsite security. Furnished/Unfurnished.		
		Added on 24/03/2021 by Tower Quay Limited, London		
			 	
		£2,000 pcm £462 pw		
<div>1/14</div> 	ZERO DEPOSIT	2 bedroom flat	Calvert Avenue, London, E2	X
		ZERO DEPOSIT AVAILABLE. This two bedroom apartment offers an open plan living room with a fully fitted kitchen, two bathroom and a terrace. Landlord has supplied brand new modern furniture. Available Now		
		ONLINE VIEWING		
		Added on 22/01/2021 by Tower Quay Limited, London		
			 	
		£2,000 pcm £462 pw		
<div>1/10</div> 	ZERO DEPOSIT	2 bedroom apartment	Wool House, Back Church Lane, London, E1	X
		ZERO DEPOSIT AVAILABLE Two room and two bathroom luxury apartment situated on the sixth floor of a popular converted warehouse building in Whitechapel area. This lovely apartment consists of open-plan living area with fully fitted modern kitchen, modern en-suite bathroom		
		Reduced on 15/04/2021 by Tower Quay Limited, London		
			 	
		£1,950 pcm £450 pw		

		x		Filters (1) v
	Upper Street, London, N1 ZERO DEPOSIT AVAILABLE. Stunning 2 Double bedrooms loft style flat. Offers a good size living a room with a fully fitted kitchen and a bathroom.			
Reduced on 13/11/2020 by Tower Quay Limited, London				
£1,950 pcm £450 pw	  			
	2 bedroom flat Upper Street, London, N1 ZERO DEPOSIT AVAILABLE. Situated on Upper Street and only 5 minutes walking distance from Angel Tube station is this fantastic two double bedroom loft apartment on the third floor. Open-plan reception area with modern fitted kitchen, two double bedrooms, tiled bathroom and wooden flooring			
Reduced on 14/04/2021 by Tower Quay Limited, London				
£1,900 pcm £438 pw	  			
	2 bedroom flat The Vicarage, Commercial Street, London, E1 ZERO DEPOSIT AVAILABLE. This superb two double bedroom apartment offers an open plan kitchen and living area with one bathroom. Available from NOW			
Reduced on 27/10/2020 by Tower Quay Limited, London				
£1,850 pcm £427 pw	  			
	2 bedroom apartment Leyton House, Calvert Avenue, London, E2 7JP ZERO DEPOSIT AVAILABLE. Two double bedroom Two Bathroom apartment in Calvert Avenue, near Old Street Station. Open plan kitchen living room, wooden floor, fully fitted kitchen, two bathrooms, large windows, gas central heating, double glazing, and white wash walls. Fantastic location!			
Added on 09/12/2020 by Tower Quay Limited, London				
£1,800 pcm £415 pw	  			
	2 bedroom apartment The Old Lofts, Memel Street, London, EC1Y 0UT ZERO DEPOSIT AVAILABLE. Just next to Barbican/Clerkenwell Road and tube station is this two double bedroom loft apartment of on the third floor. Apartment further comprises of large open/plan living area with fully fitted kitchen and hard wooden floors, neutral decor. Furnished or unfurnished			
Reduced on 24/02/2021 by Tower Quay Limited, London				
£1,800 pcm £415 pw	  			
	2 bedroom apartment 101a Upper Street, London, N1 1QN ZERO DEPOSIT AVAILABLE. Situated on Upper Street and only 5 minutes walking distance from Angel Tube station is this fantastic two double bedroom loft apartment on the third floor. Open-plan reception area with modern fitted kitchen with appliances and tiled bathroom.			
Added on 14/04/2021 by Tower Quay Limited, London				
	  			

		Filters (1) ▾	
<div>1/6</div> 	2 bedroom apartment The Old Lofts, Crescent Row, London, EC1Y 0SP ZERO DEPOSIT AVAILABLE. Just next to Barbican and Clerkenwell Road is this stunning and large two double bedroom loft apartment on the third floor. Apartment comprises of large open/plan living area with fully fitted kitchen and hard wooden floors together with high ceilings. Minutes from Old Street	 	Reduced on 25/02/2021 by Tower Quay Limited, London
<div>1/8</div> 	2 bedroom flat Church Road, Southend-On-Sea, SS1 This two bedroom apartment is certainly a see it to believe it property. Based in the newly refurbished Palace hotel. This apartment offers fully integrated kitchen modern bathroom and beautiful scenes over the sea.	 	Added on 08/02/2021 by Tower Quay Limited, London
<div>1/10</div> 	2 bedroom flat Tudor Road, London, E9 ZERO DEPOSIT AVAILABLE. The property forms part of a former factory conversion, which was converted into loft style apartments. This apartment has modern features throughout and is perfect for city workers looking for a short walk to London fields. With 800 sqft of internal space. ONLINE VIEWING	 	Reduced on 24/09/2020 by Tower Quay Limited, London
<div>1/10</div> 	2 bedroom apartment Church Road, Southend-On-Sea, SS1 ZERO DEPOSIT AVAILABLE. This two bedroom apartment is certainly a must see property.	 	Added on 08/02/2021 by Tower Quay Limited, London

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1/11 FEATURED PROPERTY - PREMIUM LISTING



ZERO DEPOSIT AVAILABLE

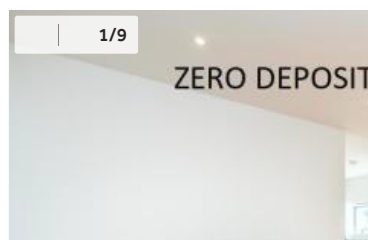
3 bedroom flat

Back Church Lane, London, E1

ZERO DEPOSIT AVAILABLE. Tower Quay are please to offer this three double rooms warehouse conversion in Aldgate. Offering lots of original features including exposed brick work, high ceilings and hard wooden floors.

Reduced on 12/11/2020 by Tower Quay Limited, London

£2,250 pcm
£519 pw

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1/9

ZERO DEPOSIT

1 bedroom flat

Underwood Street, London, N1

ZERO DEPOSIT AVAILABLE. Fantastic newly refurbished one double bedroom apartment in this sought after development, moments from Old Street Station. Wooden floors through, furnished/unfurnished. Available now

Reduced on 05/03/2021 by Tower Quay Limited, London

£1,733 pcm
£400 pw

TOWER • QUAY
SALES • LETTINGS

1/6

1 bedroom flat

Underwood Street, London, N1

ZERO DEPOSIT AVAILABLE Beautifully finished top floor apartment in this newly refurbished development. Offered furnished. Wooden Floors throughout, open plan reception kitchen. Available Now

Reduced on 15/04/2021 by Tower Quay Limited, London

£1,733 pcm
£400 pw

TOWER • QUAY
SALES • LETTINGS

1/8

1 bedroom apartment

King'S Quay, Chelsea Harbour, London, SW10 0UX




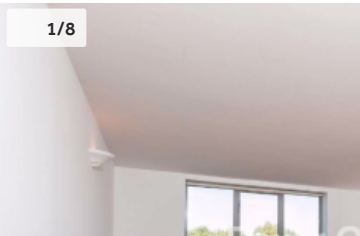








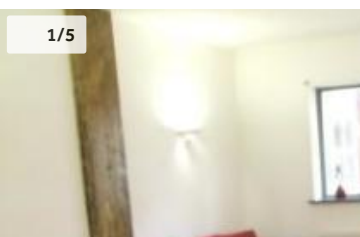


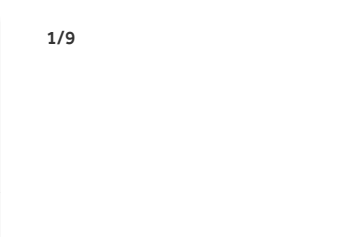


Exclusive luxury one bedroom apartment in the famous Kings Quay in Chelsea Harbour. Apartment consists of spacious lounge with access to large terrace facing marina, separate fully fitted kitchen with appliances, luxury tiled bathroom and extra separate WC room.

LET AGREED

Added on 11/03/2021 by Tower Quay Limited, London

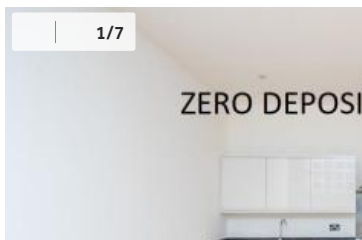
£1,700 pcm
£392 pw

TOWER • QUAY
SALES • LETTINGS

<div>1/10</div> 	<div> <div>2 bedroom flat</div> <div>Commercial Street, London, E1</div> <div> <p>ZERO DEPOSIT AVAILABLE. This fantastic two bedroom apartment is Located on Commercial Street in a converted cinema only five minutes' walk to Liverpool Street Station and close to the City. Benefiting from one modern bathrooms, a fully fitted Kitchen, an open-plan living area. Furnished or Unfurnishe</p> </div> <div>Reduced on 02/02/2021 by Tower Quay Limited, London</div> </div>
<div>£1,700 pcm</div> <div>£392 pw</div>	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>
<div>1/8</div> 	<div> <div>2 bedroom flat</div> <div>Somerford Grove, London, N16</div> <div> <p>ZERO DEPOSIT AVAILABLE We are pleased to offer again this popular two double bedroom lofts apartment in Olympic House. High ceilings, original wooden floors, open plan living and large window coverage makes it a desirable environment for living. Furnished or unfurnished. Available Now</p> </div> <div>Reduced on 26/03/2021 by Tower Quay Limited, London</div> </div>
<div>£1,650 pcm</div> <div>£381 pw</div>	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>
<div>1/7</div> 	<div> <div>2 bedroom flat</div> <div>Somerford Grove, London, N16</div> <div> <p>ZERO DEPOSIT AVAILABLE. Set in the warehouse converted building is this stunning two double bedroom loft style apartment. Apartment is situated in upcoming area of Stoke Newington.</p> </div> <div>Reduced on 26/03/2021 by Tower Quay Limited, London</div> </div>
<div>£1,650 pcm</div> <div>£381 pw</div>	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>
<div>1/8</div> 	<div> <div>2 bedroom apartment</div> <div>Olympic House, Somerford Grove, London, N16 7TY</div> <div> <p>ZERO DEPOSIT AVAILABLE. South facing top floor two double bedroom apartment situated in the ever popular Olympic House . Original wooden floors, balcony, open plan living room and large window coverage makes it a desirable environment for living. Approx. 15 minutes bus journey to Liverpool Street St</p> </div> <div>Reduced on 26/03/2021 by Tower Quay Limited, London</div> </div>
<div>£1,650 pcm</div> <div>£381 pw</div>	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>
<div>1/5</div> 	<div> <div>2 bedroom apartment</div> <div>Simpson House Courthouse Lane, London, N16 7YA</div> <div> <p>ZERO DEPOSIT AVAILABLE Two bedroom loft style apartment in Stoke Newington comprising of fully fitted kitchen with appliances, beautiful wooden flooring throughout and situated on the third floor. Viewing highly recommended. Available NOW</p> </div> <div>Reduced on 26/03/2021 by Tower Quay Limited, London</div> </div>
<div>£1,650 pcm</div> <div>£381 pw</div>	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>
<div>1/9</div> 	<div> <div>2 bedroom flat</div> <div>Tudor Road, London, E9</div> <div> <p>ZERO DEPOSIT AVAILABLE. Stunning Two bedroom loft style apartment by London fields c</p> </div> <div>Reduced on 24/03/2021 by Tower Quay Limited, London</div> </div>
	<div> <div>TOWER • QUAY SALES • LETTINGS</div> <div>   </div> </div>

£1,650 pcm

£381 pw

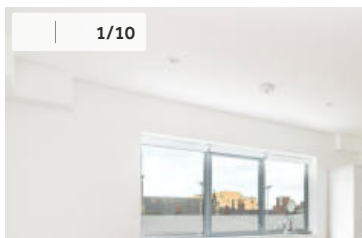
**1 bedroom flat****Underwood Street, London, N1**

ZERO DEPOSIT AVAILABLE. Selection of newly renovated one, two, three and four bedroom apartments available in the building. Fully fitted & Fully furnished one bedroom flat with large open plan living room and finished to high specification. Perfect for single professionals or couple

Reduced on 17/03/2021 by Tower Quay Limited, London

£1,625 pcm

£375 pw

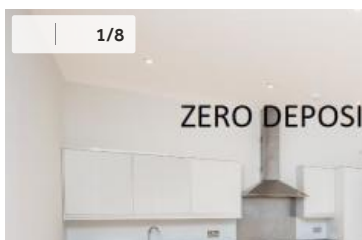
TOWER • QUAY
SALES • LETTINGS**1 bedroom flat****Underwood Street, London, N1**

ZERO DEPOSIT AVAILABLE. Fantastic newly refurbished one bedroom apartment located moments from Old Street Station. Wood floors throughout, 3rd floor with lift. Available furnished or unfurnished. Early viewings highly recommended

Reduced on 17/03/2021 by Tower Quay Limited, London

£1,625 pcm

£375 pw

TOWER • QUAY
SALES • LETTINGS**1 bedroom flat****Underwood Street, London, N1**

ZERO DEPOSIT AVAILABLE. Fantastic one double bedroom apartment in this newly refurbished development, moments from Old Street Station. Wooden floors throughout, modern kitchen. Daytime porter. Available furnished/unfurnished.

Reduced on 17/03/2021 by Tower Quay Limited, London

£1,625 pcm

£375 pw

TOWER • QUAY
SALES • LETTINGS**1 bedroom flat****Commercial Street, London, E1**

ZERO DEPOSIT AVAILABLE. This one bedroom loft style apartment is located near the famous trendy Spitalfields Market on Commercial Street. Situated on the second floor the apartment offers a fully fitted kitchen with an open plan living area, two modern bathroom, wooden flooring throughout and high c

Reduced on 08/12/2020 by Tower Quay Limited, London

£1,600 pcm

£369 pw

TOWER • QUAY
SALES • LETTINGS**Maisonette****Somerford Grove, London, N16**













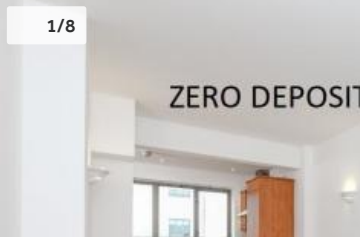










ZERO DEPOSIT AVAILABLE. Situated within a secure residential development moments from the amenities of Dalston, This charming open plan Studio split-level flat benefits from generously proportioned living and entertaining space.

Reduced on 13/11/2020 by Tower Quay Limited, London

£1,575 pcm

£363 pw

TOWER • QUAY
SALES • LETTINGS

	<div>1/10</div> <div>1 bedroom maisonette</div> <div>Somerford Grove, London, N16</div> <div>ZERO DEPOSIT AVAILABLE. This split-level large studio covering the ground floor is based in the Stoke Newington area. This property benefits from solid wooden floors, bathroom with shower, fitted kitchen with appliances and floor to ceiling windows. Furnished or unfurnished. Available Now</div> <div>Reduced on 09/12/2020 by Tower Quay Limited, London</div> <div>    </div>
<div>£1,575 pcm</div> <div>£363 pw</div>	
	<div>1/6</div> <div>2 bedroom apartment</div> <div>Somerford Grove, London, N16</div> <div>ZERO DEPOSIT AVAILABLE This two bedroom stunning loft style apartment comprising of a fully fitted kitchen with appliances, an open plan living area, a modern bathroom and beautiful wooden flooring throughout. Available NOW</div> <div>Added on 26/03/2021 by Tower Quay Limited, London</div> <div>    </div>
<div>£1,550 pcm</div> <div>£358 pw</div>	
	<div>1/10</div> <div>2 bedroom apartment</div> <div>Kings Road, London, SW10</div> <div>ZERO DEPOSIT AVAILABLE. This two bedroom luxury apartment is based in the well renowned Chelsea area. This apartment offers a generous open plan reception, fully fitted kitchen and modern bathroom. Availability NOW</div> <div>Reduced on 24/03/2021 by Tower Quay Limited, London</div> <div>    </div>
<div>£1,550 pcm</div> <div>£358 pw</div>	
	<div>1/8</div> <div>2 bedroom flat</div> <div>Somerford Grove, London, N16</div> <div>ZERO DEPOSIT AVAILABLE. Two bedroom loft style apartment on the third floor benefiting from fully fitted kitchen with appliances, beautiful wooden flooring throughout, minutes away from Stoke Newington Church Station and only 15 minutes commute to Liverpool St Station. Furnished</div> <div>ONLINE VIEWING</div> <div>Reduced on 09/12/2020 by Tower Quay Limited, London</div> <div>    </div>
<div>£1,525 pcm</div> <div>£352 pw</div>	
	<div>1/12</div> <div>Studio flat</div> <div>Somerford Grove, London, N16</div> <div>ZERO DEPOSIT AVAILABLE A Split-level large studio unit covering the lower & ground floor in Olympic House. The Property benefits from solid wooden floors, bathroom with shower, fitted kitchen with appliances over the top level with a large workspace on the lower level.</div> <div>Added on 25/03/2021 by Tower Quay Limited, London</div> <div>    </div>
<div>£1,517 pcm</div> <div>£350 pw</div>	
<div>1/7</div>	<div>2 bedroom flat</div> <div>Somerford Grove, London, N16</div> <div>ZERO DEPOSIT AVAILABLE Set in the warehouse converted building is this stunning two do</div> <div>Reduced on 26/03/2021 by Tower Quay Limited, London</div> <div>    </div>

£1,500 pcm

£346 pw



1/8

2 bedroom apartment

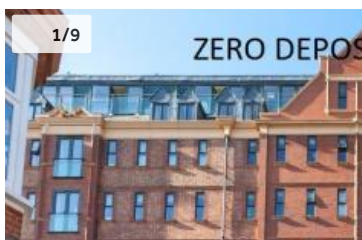
Fieldgate Street, London, E1

ZERO DEPOSIT AVAILABLE. Two bedroom apartment situated on the fourth floor of a popular converted warehouse building in the great location of Whitechapel area. This lovely apartment consists of open-plan living area with fully fitted modern kitchens, modern bathroom and balcony terrace. Available

Reduced on 05/11/2020 by Tower Quay Limited, London

£1,500 pcm

£346 pw

TOWER • QUAY
SALES • LETTINGS

1/9

ZERO DEPOSIT

2 bedroom apartment

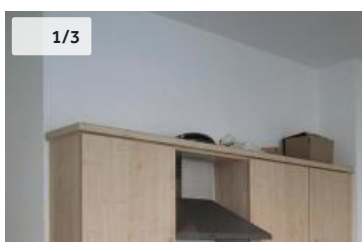
Tower House, Fieldgate Street, London, E1

ZERO DEPOSIT AVAILABLE. A fantastic two bedroom apartment positioned close to Spitalfields market, Liverpool Street and Brick Lane. The property is presented to an excellent standard and offers solid wood floors, double glazing windows, two double bedrooms and a contemporary kitchen and bathroom suite.

Reduced on 05/11/2020 by Tower Quay Limited, London

£1,500 pcm

£346 pw

TOWER • QUAY
SALES • LETTINGS

1/3

1 bedroom flat

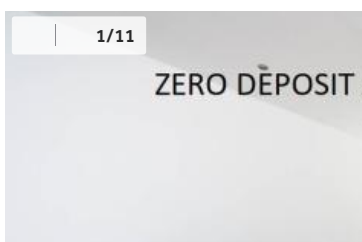
Goswell Road, London, EC1V

ZERO DEPOSIT AVAILABLE. Situated just next to Angel Tube Station, is this first floor one double bedroom apartment with a modern open plan fitted kitchen, shower, wooden flooring throughout and easy access to the desirable selection of shops, bars and restaurants. Available Now

Reduced on 18/02/2021 by Tower Quay Limited, London

£1,500 pcm

£346 pw

TOWER • QUAY
SALES • LETTINGS

1/11

ZERO DEPOSIT

2 bedroom flat

Fieldgate Street, London, E1

ZERO DEPOSIT AVAILABLE. This two bedroom apartment offers an open plan living area with a fully fitted modern kitchen and modern bathroom. With Porter.

Added on 22/02/2021 by Tower Quay Limited, London

£1,500 pcm

£346 pw

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1/12 FEATURED PROPERTY - PREMIUM LISTING



ZERO DEPOSIT AVAILABLE

3 bedroom apartment**Wool House, Back Church Lane, London, E1**

ZERO DEPOSIT AVAILABLE This lovely three double bedroom apartment is set in a converted warehouse building on the first floor. The apartment comprises a very large open plan living area with lots of original features, hard wooden floors, high ceilings, master bedroom with en-suite.

Added on 15/02/2021 by Tower Quay Limited, London

£2,250 pcm
£519 pw

TOWER • QUAY
SALES • LETTINGS

1/5

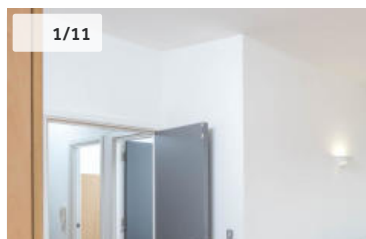
ZERO DEPOSIT AVAILABLE

1 bedroom apartment**Leyton House, Calvert Avenue, London, E2 7JP**

ZERO DEPOSIT AVAILABLE. One double bedroom apartment situated close to Old Street Station. Apartment comprises of open plan kitchen/living room, wooden flooring, fully fitted kitchen, modern bathroom, large windows, gas central heating and double glazing.

Reduced on 02/02/2021 by Tower Quay Limited, London

£1,500 pcm
£346 pw

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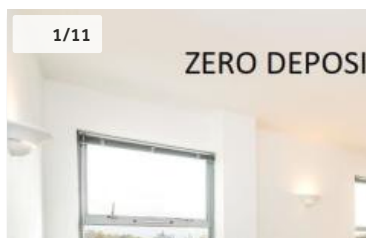
1/11

2 bedroom flat**Benwell Road, London, N7**

ZERO DEPOSIT AVAILABLE This two bedroom apartment offers an open plan kitchen living area, modern bathroom and wooden floors. Available NOW

Added on 24/02/2021 by Tower Quay Limited, London

£1,500 pcm
£346 pw

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1/11

ZERO DEPOSIT AVAILABLE

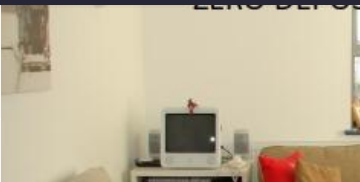
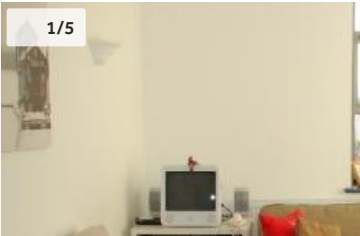
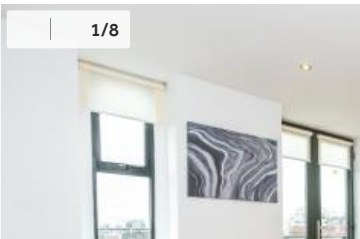


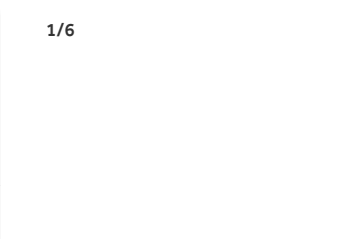
2 bedroom apartment**Well House, Benwell Road, London, N7**






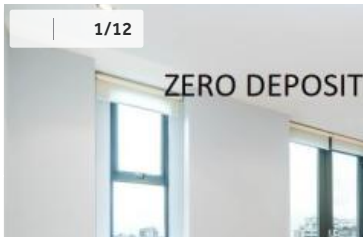



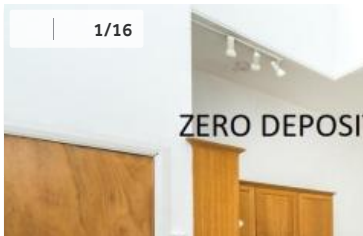



ZERO DEPOSIT AVAILABLE. Converted warehouse building situated just behind Holloway Road between Highbury & Islington and Holloway Tube stations. Two bedroom, one bathroom loft apartment on the fourth floor with open plan fully fitted kitchen, wooden flooring throughout and balcony. Available 7th Oct

Reduced on 19/10/2020 by Tower Quay Limited, London

£1,500 pcm
£346 pw

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		Filters (1) ▾	
	<p>Courthouse Lane, Stoke Newington Road, London, N16</p> <p>ZERO DEPOSIT AVAILABLE. This one bedroom apartment offers a open plan living area with a fully fitted kitchen and a modern bathroom.</p> <p>Reduced on 26/03/2021 by Tower Quay Limited, London</p>		
		<p>£1,375 pcm £317 pw</p> <p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>
	<p>1 bedroom apartment</p> <p>Courthouse Lane, Stoke Newington Road, London, N16 7YA</p> <p>ZERO DEPOSIT AVAILABLE. One bedroom loft style apartment on the second floor benefiting from fully fitted kitchen with appliances, beautiful wooden flooring throughout, minutes away from Stoke Newington Church Station and only 15 minutes commute to Liverpool St Station.</p> <p>Reduced on 26/03/2021 by Tower Quay Limited, London</p>		
		<p>£1,375 pcm £317 pw</p> <p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>
	<p>1 bedroom flat</p> <p>Fieldgate Street, London, E1</p> <p>ZERO DEPOSIT AVAILABLE. Lovely one bedroom apartment situated on the fourth floor in a sought after converted warehouse building in Whitechapel area. This lovely apartment consists of open-plan living area with fully fitted modern kitchens, modern bathroom. Available NOW.</p> <p>Reduced on 05/11/2020 by Tower Quay Limited, London</p>		
		<p>£1,350 pcm £312 pw</p> <p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>
	<p>1 bedroom apartment</p> <p>St Johns Court, Stoke Newington Road, London, N16 7XB</p> <p>ZERO DEPOSIT AVAILABLE. This fantastic bright and airy one double bedroom apartment is located in the up and coming area of Stoke Newington, in an old Magistrate Court. The Apartment is on the ground floor, very spacious with high ceilings and wooden flooring throughout.</p> <p>Reduced on 13/11/2020 by Tower Quay Limited, London</p>		
		<p>£1,321 pcm £305 pw</p> <p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>
	<p>1 bedroom flat</p> <p>Tower House, Fieldgate Street, London, E1 1GU</p> <p>ZERO DEPOSIT AVAILABLE. One bedroom apartment situated on the second floor of a popular converted warehouse building in Whitechapel area. This lovely apartment consists of open-plan living area with fully fitted modern kitchens and modern bathroom. FURNISHED OR UNFURNISHED</p> <p>Reduced on 02/02/2021 by Tower Quay Limited, London</p>		
		<p>£1,300 pcm £300 pw</p> <p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>
	<p>1 bedroom flat</p> <p>Somerford Grove, London, N16</p> <p>ZERO DEPOSIT AVAILABLE. Large one double bedroom apartment on the second floor. Appliances, large lounge, large windows, modern bathroom, high ceilings and beautiful wooden</p> <p>Reduced on 09/12/2020 by Tower Quay Limited, London</p>		
		<p>TOWER • QUAY SALES • LETTINGS</p> <p>Phone Email</p>	<p>×</p> <p>♥</p>

		Filters (1) 	
<div>1/5</div> 	<div>1 bedroom apartment</div> <div>Simpson House,Courthouse Lane, Stoke Newington Road,London,N16 7YA</div> <div>ZERO DEPOSIT AVAILABLEA one double bedroom loft apartment on the 2nd floor of a converted warehouse building situated in area of Stoke Newington with very good connection to central London and City. Property has a spacious open/plan living area with fully fitted kitchen and modern bathroom.</div> <div>Added on 26/02/2021 by Tower Quay Limited, London</div>	<div></div> <div></div>	<div></div>
<div>£1,300 pcm</div> <div>£300 pw</div>			
<div>1/12</div> <div>ZERO DEPOSIT</div> 	<div>1 bedroom flat</div> <div>Fieldgate Street, London, E1</div> <div>ZERO DEPOSIT AVAILABLE. This one bedroom apartment consists of an open-plan living area with fully fitted modern kitchen and a modern bathroom. Situated on the fifth floor of a popular converted warehouse building in the Whitechapel area.</div> <div>Reduced on 02/02/2021 by Tower Quay Limited, London</div>	<div></div> <div></div>	<div></div>
<div>£1,300 pcm</div> <div>£300 pw</div>			
<div>1/16</div> <div>ZERO DEPOSIT</div> 	<div>1 bedroom flat</div> <div>Stoke Newington Road, London, N16</div> <div>ZERO DEPOSIT AVAILABLE. Fantastic One double bedroom apartment located in an upcoming area of Stoke Newington. Flat is very spacious with high ceilings, wooden flooring throughout, some original features,open/ plan living area with fully fitted kitchen.</div> <div>Added on 19/02/2021 by Tower Quay Limited, London</div>	<div></div> <div></div>	<div></div>
<div>£1,125 pcm</div> <div>£260 pw</div>			

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