



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

Case reference : **LON/00BH/HTC/2020/0007**

**HMCTS code
(paper, video,
audio)** : **P: PAPERREMOTE**

Property : **2 Halford Road, London, E10 6DR**

Applicant : **Chelsea Hughes**

Respondent : **We Let Rooms Ltd**

Type of application : **For recovery of all or part of a
prohibited payment or holding deposit:
Tenant Fees Act 2019**

Tribunal members : **Judge Robert Latham**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **25 November 2020**

ORDER

Order

The tribunal makes the following Order, pursuant to section 15 of the Tenant Fees Act 2019 (“the Act”):

(1) On or before 9 December 2020, the respondent shall re-pay the applicant the amount of £150 paid in respect of a holding deposit for 2 Halford Road, London, E10 6DR; and

(2) In accordance with section 15(11) of the Tenant Fees Act 2019, such Order is enforceable by order of the county court as if the amount payable under the Order were payable under an order of that court.

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers to which neither party has objected. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because all issues could be determined on paper. The documents that I was referred to are in a bundle of 67 pages, the contents of which I have noted. The order made is described at the end of these reasons.

Background and reasons

1. On 5 May 2020, applied to the tribunal under the Tenant Fee Act 2019 (“the Act”) for an order that the respondent repay the sum of £150 paid as a holding deposit which, despite requests, the respondent has not repaid. The applicant seeks interest on this sum, but this Tribunal has no jurisdiction to grant this. The applicant further seeks compensation for harassment and interruptions to utility bills. Again, these fall outside the jurisdiction of this tribunal under the Act. The applicant stated that she was content for a paper determination.

2. On 20 October 2020, the Tribunal gave Directions. The Tribunal directed that the application and the supporting documents which the applicant had provided should stand as the applicant’s case. The respondent was directed to email the Tribunal by 10 November, a reply explaining why it should not have to refund the amount claimed together with any documents on which it relies. The respondent has failed to respond.

3. Upon consideration of the application form and supporting documents, the respondent not having responded to the application or the tribunal’s directions, the tribunal is satisfied of the following matters.

The facts

4. On 24 October 2019, the applicant texted Katarzyna Budzen stating that she was interested in reserving a room at Halford Road which was being let by the respondent. Ms Budzen responded stating: “Hi, so you need to pay £150 which is a holding and admin fee (non refundable) as we receive this I will send you an application form to fill up for reference process” (p.14). On 25 October, the applicant paid this sum to the respondent(see Bank Statement at p.20).

5. On 30 October 2019, the respondent granted the applicant a “licence agreement” in respect of Room 2, 2 Halford Road, London, E10 6DR. The rent was £650 per month. The agreement was for a term of four months from 1 November at a rent of £650 per month and “then rolling”. The applicant was required to pay £2,600,

namely a deposit of one month and three months' rent in advance. This sum was paid on 1 November (p.26).

6. On 14 March 2020, the applicant vacated the room. On 15 March, the applicant emailed the respondent seeking repayment of the deposit of £650 and the holding deposit of £150 (p.53). On 17 March, the respondent returned the deposit of £650. It has failed to repay the holding deposit of £150. On 18 March, the applicant sent a text about the holding deposit (p.54). The respondent did not reply.
7. On 14 April, the applicant sent the respondent a letter before action. A response was requested by 30 April. No response has been received.
8. In her application form, the applicant describes the problems that she faced at the property. The front door lock was faulty. The lock was not repaired. She was rather charged £20 for calling out the landlord to remedy the fault. She did not pay this. For the first ten days, she had problems with the gas, electricity, heating and water. However, these complaints are not relevant to the current application.

The law

9. Section 1(1) of the Tenant Fees Act 2019, provides that: "A landlord must not require a relevant person to make a prohibited payment to the landlord in connection with a tenancy of housing in England".
10. By section 3(1): "For the purposes of this Act a payment is a prohibited payment unless it is a permitted payment by virtue of Schedule 1."
11. Holding deposits are dealt with in paragraph 3 of Schedule 1 to the 2019 Act. Schedule 2 to the Act sets out circumstances in which a person who received a holding deposit must repay it. Section 15 of the Act makes provision for the recovery of amounts paid.
12. The payment of £150 by the applicant falls within the definition of a "holding deposit". As the payment represents one weeks' rent, it was a permitted payment under the Act. However, upon entering the tenancy agreement, the respondent was obliged to repay it seven days, unless the parties agreed that it should be applied to the first payment or rent or towards the deposit. It was not so applied. Neither did the respondent return it to the applicant.

13. Accordingly, by its Order made under section 15(9) of the Act, the Tribunal requires the respondent to repay the whole amount of £150 on or before 9 December 2020.
14. By section 15(11) of the Act, this Order is enforceable by order of the county court as if the amount payable under the Order were payable under an order of that court.

Judge Robert Latham
25 November 2020

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).