



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

Case reference : **LON/00AY/HTC/2022/0001**

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

Property : **Flat 15, Goldsbrough House,
Wandsworth Road, London SW8 2RN**

Applicant : **Suzanne Fenelon**

Representative : **In person**

Respondent : **~~Foxtons Estate Agents — Battersea~~
Foxtons Limited**

Representative : **Lakvinder Singh Panesar, solicitor
(Foxtons)**

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

**Tribunal
member(s)** : **Judge Tagliavini
Miss M Krisko FRICS**

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

Date of decision : **19 April 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has not been objected to] by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because one was not requested and all issues could be determined in on paper. The documents that the Tribunal were referred to

are in the application and accompanying documents and the respondents bundle of 27 pages.

The tribunal's summary decision

- (1) The respondent is to pay the sum of £750 to the applicant (on behalf of all three lessees) representing the agency fee prohibited by section 2 of the Tenant Fees Act 2019.
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The application

1. This is an application under sections 15(3) and (5) of the Tenant Fees Act 2019 seeking the repayment of a prohibited fee charges by the respondent in the sum of £750.

The background

2. The applicant entered into a tenancy agreement dated 15 September 2021 for a fixed term tenancy of premises situate at Flat 15 Goldsborough House, Wandsworth Road, London SW8 2RN at a rent of £600 per week for the fixed period of 20 September 2021 to 15 November 2021 (8 weeks). The applicant together with Michaela Kelly and Gilles Decock were the lessees and Gloria Akaralo was the Landlord. The respondent acted as the letting agent. In a letter dated 14 September 2021 from Foxtons, the lessees were charged a total of £750 (including VAT) in respect of agency fees owed to the respondent.

The applicant's case

3. The applicant now seeks the repayment of £750 as a payment prohibited by the Tenant Fees Act 2019.

The respondent's case

4. The respondent drew attention to the incorrect name of the respondent asserting that it should be correctly recorded as Foxtons Limited. The respondent asserted that the Tenant Fees Act 2019 did not apply to this tenancy as it was a short term let and therefore not an assured or assured shorthold tenancy under clause 15 of the tenancy agreement dated 15 September 2021.
5. The respondent also asserted that the applicant had agreed to pay £750 representing £250 per tenant as a fixed fee which was said could cover a variety of works depending on the individual circumstances of each tenancy, including conducting viewings, negotiating the tenancy, verifying references, and drawing up contracts and as specified in the

Terms and Conditions attached to the Application for Short Let. As the short let was not an assured shorthold tenancy the applicant was bound by the terms of the agreement to pay a fee of £750 (including VAT) as the Tenant Fees Act 2019 did not apply.

The tribunal's decision and reasons

6. The tribunal finds that the tenancy is an assured shorthold tenancy as defined by the Housing Act 1988 and amended by section 19A the Housing Act 1996 (i.e., no requirement for a minimum term).
7. The tribunal finds that the 'agency fee' charged by the respondent is not a permitted payment under Schedule 1 of the Tenant Fees Act 2019 and therefore falls within the fees prohibited by section 2 of the 2019 Act.
8. The tribunal finds that the respondent is liable to repay to the applicant the sum of £750 (Including VAT) in respect of the agency fees charged to the applicant and her co-tenants.
9. The name of the respondent was substituted by the tribunal under rule 10 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 in order to reflect the correct name of the respondent.

Name: Judge Tagliavini

Date: 19 April 2021

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).