



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

Case Reference : CHI/00ML/HTC/2022/0002

Property : 22 Caspian Heights, Suez Way, Saltdean,
Brighton, BN2 8AB

Applicant : Matthew Ronald Stainer

Representative :

Respondent : (1) Farbod Javad
(2) S B Lets Limited

Representative : S B Lets Limited

Type of Application : Tenant Fees Act 2019

Tribunal Member(s) : Judge Whitney
Mrs A Clist MRICS

Date of Hearing : 19th October 2022

Date of Determination : 19th October 2022

DETERMINATION

Background

1. The Applicant seeks an order that the payment of a fee of £1,320 made for the early termination of tenancy fee was a prohibited payment under the Tenant Fees Act 2019.
2. The Applicant was a joint tenant with Tonya Mead of the Property. The Applicant wished to be released from his tenancy before the end of the fixed term. He was required to pay the Second Respondent on 25th September 2020 a fee of £1,320. The First Respondent was the Landlord and the Second Respondent was their agent. The Applicant contends the fee was a prohibited payment and he should be refunded the money paid.
3. Various directions were issued including listing the matter for a hearing on 19th October 2022. A bundle was presented and references in [] are to pages within this bundle.

HEARING

4. The Applicant attended the hearing. The Second Respondent had made an application to appear remotely by video but this application was refused on 14th October 2022. Neither Respondent attended the hearing.
5. The Tribunal was satisfied that the Respondents were aware but had chosen not to take part in the proceedings.
6. The Applicant relied upon the bundle presented. He was seeking recovery of £1320, interest and costs of obtaining solicitors advice.
7. Mr Stainer explained he had found the new tenant. He accepted that the Second Respondent had undertaken referencing and would therefore probably have prepared a new tenancy and protected any deposit. He had been presented with an invoice for one months rent plus vat for breaking his tenancy and no breakdown of this amount. He accepted the landlord may well have incurred some costs but he had received no breakdown of the amounts. He had requested and required a proper final account.

DECISION

8. The Applicant has made application pursuant to Section 15 of the Tenant Fees Act 2019 seeking recovery of a prohibited payment.
9. The Second Respondent invoiced the Applicant and his wife the sum of £1320 (£1100 plus vat) on 25th September 2020 [43]. This sum was paid.

10. It appears to be accepted that the Applicants wished to be released early from their tenancy agreement [45-83] which commenced on 14th July 2020. Both parties appear to agree the tenancy ended on 25th September 2020 and the Applicant and his wife paid the invoice rendered by the Second Respondent and referred to above for the sum of £1320. The Applicant contends he knew this was an unlawful payment but wished to ensure he was released from the agreement.
11. We are satisfied that the payment levied by the Second Respondent is not a permitted payment under Schedule 1 of the Tenant Fees Act 2019 as the amount charged is unreasonable.
12. The Respondents have produced no explanation as to the amount charged. We have limited evidence including a Schedule of the Second Respondents “A Landlord’s Guide to Fees” [44]. Nowhere in this document does it explain that one months rent may be charged to allow a tenant to vacate early.
13. We are satisfied that the Applicants found the new tenant to replace them and so no marketing or other similar activity was undertaken by the Respondents. The bundle includes various emails (see for example [35-38]) between employees of the Second Respondent and the Applicant referring to the work being undertaken to arrange for new tenants to be in a position to replace the Applicant.
14. We are satisfied that certain costs will have properly been incurred being the costs of registering any deposit, referencing the tenant and preparing the tenancy agreement. The Schedule [44] provides that the costs amount to £363 inclusive of vat. In our judgment these are reasonable costs for allowing the Applicant to break early his tenancy agreement being costs the Landlord would incur with his letting agent for undertaking reasonable checks and preparation of appropriate tenancy documentation.
15. We find that the sum of £957 charged by the Second Respondent to the Applicant is a prohibited payment being the sum paid of £1320 less the amount we have found to be a reasonable charge of £363. We find that the Respondents are joint and severally liable to pay this sum to the Applicant.
16. We turn now to the additional items which the Applicant seeks. He advanced no legal basis for recovery of the same. Our power to award return of the prohibited payment is afforded to us pursuant to the Tenant Fees Act 2019. There is no provision for payment of interest and we decline to order the same.
17. Turning to the solicitors costs it seems this is for advice in respect of these and county court proceedings. The starting point is that the Tribunal does not generally make awards of costs. We have certain powers under which costs awards can be made but we are

not satisfied that any good reason has been advanced in these proceedings to justify the making of any costs award and we decline to do so.

CONCLUSION

18. **We find the Respondents should repay to the Applicant the sum of £957 being a prohibited payment under the Tenant Fees Act 2019.**