



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

Case reference : **BIR/00FN/HTC/2023/0003**

Property : **89B Ainsdale Road, Leicester LE3 0UD**

Applicant : **Hannah Tribble**

Representative : **None**

Respondent : **Dharma Chetan Raniga**

Representative : **None**

Type of application : **Application for recovery of all or part of a prohibited payment or holding deposit from the landlord or letting agent under the Tenant Fees Act 2019**

Tribunal member : **Judge C Goodall**

Date and place of hearing : **Paper determination**

Date of decision : **24 October 2023**

DECISION

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Decision of the Tribunal

1. The Applicant in this case seeks repayment of a holding deposit.
2. Her application to this Tribunal was made on 16 June 2023. In the application, the Applicant said:

“We viewed a house on 13/04/2023 and paid a holding deposit. On 26/04/2023 we got told the landlord was giving the house to someone else. We have asked for the holding deposit back multiple times and it has not been returned to us.”
3. In directions for the conduct of the application made by the Tribunal on 24 August 2023, the Respondent was directed to send to the Tribunal and to the Applicant a statement in reply, explaining why they should not have to refund the amount claimed by the Applicant, together with copies of any documents to be relied upon.
4. The Tribunal has not received any response from the Respondent.
5. The Tribunal is satisfied on the balance of probabilities, on the basis of the evidence provided by the Applicant with her application, that:
 - a. a holding deposit of £300 was paid on 13 April 2023 to a business with the trading name DCR Assets, which is a letting agent;
 - b. in respect of a possible letting of 89B Ainsdale Rd; and
 - c. that by at least 26 April 2023, the landlord had decided not to let the house to the Applicant.
6. Pursuant to the Tenants Fees Act 2019, a letting agent is permitted to require a prospective tenant to pay a holding deposit as long as it is dealt with in accordance with Schedule 2 of the Act.
7. Schedule 2 paragraph 3(b) requires that a holding deposit be repaid within 7 days of a decision by the landlord not to enter into a tenancy agreement for the house.
8. The Act is clear that the person responsible for repaying the deposit is the person who received it. There is no evidence before the Tribunal that the deposit has been repaid.
9. The Tribunal therefore orders the Respondent, pursuant to section 15(9) of the Act, to pay the sum of £300.00 to the Applicant within 14 days of the date of this Decision.
10. This order is enforceable by order of the county court as if the amount payable were payable under an order of that court.

Appeal

11. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall
Chair
First-tier Tribunal (Property Chamber)