



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

**Case Reference** : **LON/00BH/HTC/2024/0607**

**Property** : **178 Brettenham Road,  
Walthamstow, London E17 5AY**

**Applicants** : **Jordan Taylor (1)  
Phoebe Newman (2)  
Rachel Kemp Whimp (3)  
Oddalys Salcido (4)**

**Representative** : **In person**

**Respondent** : **Mr David Estall (1)  
Trotter Estates Limited trading as  
Trotter Estates (2)**

**Representative** : **Unrepresented**

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

**Tribunal Member** : **Judge J P Donegan**

**Date of Paper  
Determination** : **16 June 2025**

**Date of Decision** : **17 June 2025**

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**DECISION**

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### **Decision of the Tribunal**

- A. The second respondent, Trotter Estates Limited trading as Trotter Estates, must repay the sum of £1,024 (One Thousand and Twenty-Four Pounds) to the applicants by 5:00pm on 01 July 2025, pursuant to section 15(9) of the Tenant Fees Act 2019 ('the Act').**
- B. In accordance with section 15(11) of the Act, this order is enforceable by order of the county court as if the amount payable under this order were payable under an order of that court.**
- C. The application against the first respondent, Mr David Estall, is dismissed.**

### **The background and procedural history**

1. The applicants seek an order for the recovery of prohibited payments in relation to their former tenancy of 178 Brettenham Road, Walthamstow, London E17 5AY ('the Property'), pursuant to section 15 of the Act. The tenancy agreement is dated 05 October 2023 and named Finbarr Fealy as the landlord. The four applicants are all named as tenants.
2. The Tribunal application explains the applicants resided at the Property between October 2023 and April 2024 and the letting agents were Trotters Estates. This is a trading name of Trotters Estates Limited ('TEL'). The applicants paid a total of £1,074 to transfer their tenancy to new tenants found by them.
3. Details of these fees are to be found in documents supplied by the applicants, including an email from Ms Farzana Begum of TEL to the second applicant dated 20 April 2024 and an invoice from TEL of the same date. The invoice is for a total of £774 (including VAT), representing £30 plus VAT to reregister the deposit, £200 plus VAT, per tenant, for each of the three new tenants and £20 plus VAT as an administration and referencing fee.
4. The documents include two further invoices from TEL addressed to the third applicant; one dated 07 February 2024 for a referencing fee of £50 plus VAT and one dated 17 February 2024 for a new tenancy agreement of £200 plus VAT.
5. The original Tribunal application named Mr David Estall as the sole respondent and described him as the "*real estate agent*". It states £774 was paid to him at TEL's request and the remaining £300 was paid to TEL.

6. The Tribunal issued directions on 22 January 2025, which were amended on 12 February 2025. These included provision for a paper determination, without an oral hearing, during the week commencing 07 April 2025. I reviewed the papers on 08 April and issued further directions, which amongst other things, added TEL as a second respondent to the proceedings and provided for a paper determination in the week commencing 16 June 2025.
7. Mr Estall applied for a stay of proceedings, for settlement negotiations, on 07 May 2025. That application was opposed by the applicants, and I refused a stay in an order dated 11 June 2025.
8. The paper determination took place on 16 June 2025.

### **The parties' submissions**

9. The applicants' case is set out in the Tribunal application and a 33-page bundle produced in accordance with the further directions. They claim the following sums paid in connection with their tenancy:
 

• Referencing fee paid to TEL on 07.02.2024	£60
• Replacement tenancy fee paid to TEL on 17.02.2024	£240
• Reregistration of deposit and tenancy changeover, administration and referencing fees paid to Mr Estall on 26.04.2024	£774
	£1,074

All these figures include VAT.

10. The applicants contend that Mr Estall is personally liable to repay any prohibited payment(s) as well as TEL, as he was their primary point of contact at TEL and was actively involved in managing their tenancy and in handling and receiving payments. Further, he is listed a co-founder and director on TEL's website.
11. Neither respondent produced a statement in reply to the application, in breach of paragraphs 12 and 13 of the further directions.

### **Findings**

12. Based on the documents supplied by the applicants, I am satisfied:
  - (a) The applicants were tenants of the Property between 05 October 2023 and April 2024, and TEL was the letting agent, as defined at section 27(1) of the Act, throughout their tenancy.
  - (b) The applicants requested a transfer of their tenancy in February 2024 and paid fees totalling £1,074 for this transfer.
  - (c) Of this sum, £774 was paid to Mr Estall and £300 was paid to TEL.

- (d) £774 was paid to the Mr Estall at TEL's request and in his capacity as a director of TEL. As such, this was a payment to TEL.
13. Mr Estall was not a letting agent within section 27. He has a separate legal identity to TEL, which is a limited company. The fact he dealt with the applicants, their tenancy and payments and is a co-founder and director of TEL does not bring him within the statutory definition. Section 27(3) specifically excludes a person who "*engages in letting agency work in the course of that person's employment under a contract of employment.*"

### **Discussion and determination**

14. Section 15(3) of the Act provides:
- "The relevant person may make an application to the First-tier Tribunal for the recovery from the landlord or the letting agent of –*
- (a) if none of the prohibited payment or holding deposit has been repaid to the relevant person, the amount of the prohibited payment or holding deposit;*
  - (b) if part of the prohibited payment or holding deposit has been repaid to the relevant person, the remaining part of the prohibited payment or holding deposit.*
15. Section 3(1) provides:
- "For the purposes of this Act a payment is a prohibited payment unless it is a permitted payment by virtue of Schedule 1."*
- A payment to a letting agent in consideration of arranging the variation, assignment or novation of a tenancy at the tenant's request is a permitted payment within paragraph 6(1)(b) of Schedule 1 to the Act but this subject to an upper limit of £50 or the reasonable costs of the person to whom the payment is made (paragraph 6(2)).
16. The respondents have not engaged in these proceedings or advanced any figures for TEL's reasonable costs on the transfer of tenancy. In the absence of any alternative figures, I have concluded that only £50 of the £1,074 paid to TEL was a permitted payment. The remaining £1,024 was a prohibited payment and must be repaid to the applicants within 14 days of this decision. The application against Mr Estall is dismissed as he was not a letting agent within section 27 of the Act.

**Name:** Tribunal Judge Donegan      **Date:** 17 June 2025

## **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).

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