



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

Case reference : LON/00BG/HTC/2025/0606

Property : Flat 1904, Maine Tower, 9 Harbour Way, London E14 9DP

Applicant : Ka Kit Leung

Representative : I/P

Respondent : Fresh New Homes Limited

Representative : Keith Kutay

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

Tribunal member : Judge Tagliavini

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 6 August 2025

DECISION

The tribunal's summary decision

- (1) The respondent is required to pay to the applicant the sum of £600 representing the tenancy deposit paid in respect of the property at **Flat 1904, Maine Tower, 9 Harbour Way, London E14 9DP**.
 - (2) The sum of £600 is to be paid no later than 7 days of this decision being sent to the parties.
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The application

1. This is an application for an order for the recovery of a holding deposit paid in respect of a tenancy of **Flat 1904, Maine Tower, 9 Harbour Way, London E14 9DP ('the flat')** pursuant to section 15 of the Tenant Fees Act 2019.

The background

2. The applicant asserts in January 2025 the respondent received payment of £600 as a holding deposit representing 1 month's rent for the letting of the subject flat. Although the prospective tenants passed the necessary referencing checks the tenancy was not entered into due to the actions of the landlord and/or the respondent's agent. The respondent subsequently informed the prospective tenants the deposit would be returned but has failed to do so.

The hearing

3. Neither party requested an oral hearing and the application was determined on the documents provided by the applicant only as the respondent failed to comply with the tribunal's Directions dated 30 May 2025 and did not provide or rely upon any response or evidence objecting to the application.

The tribunal's decision and reasons

4. The tribunal determines the applicant is entitled to the return of the £600 paid as a holding deposit for the tenancy of the subject flat.
5. In reaching its decision the tribunal had regard to the relevant provisions of the Tenant Fees Act 2019 which states at Schedule 2:

(1) This Schedule applies where a holding deposit is paid to a landlord or letting agent in respect of a proposed tenancy of housing in England.

2(1)In this Schedule “the deadline for agreement” means the fifteenth day of the period beginning with the day on which the landlord or letting agent receives the holding deposit.

(2)But the landlord or the letting agent may agree with the tenant in writing that a different day is to be the deadline for agreement for the purposes of this Schedule.

Requirement to repay holding deposit

3Subject as follows, the person who received the holding deposit must repay it if—

(a)the landlord and the tenant enter into a tenancy agreement relating to the housing,

(b)the landlord decides before the deadline for agreement not to enter into a tenancy agreement relating to the housing, or

(c)the landlord and the tenant fail to enter into a tenancy agreement relating to the housing before the deadline for agreement.

4If paragraph 3 applies, the deposit must be repaid within the period of 7 days beginning with—

(a)where paragraph 3(a) applies, the date of the tenancy agreement,

(b)where paragraph 3(b) applies, the date on which the landlord decides not to enter into the tenancy agreement, or

(c)where paragraph 3(c) applies, the deadline for agreement.

6. Section 15 of the Tenant Fees Act 2019 makes provision for the recovery of the holding deposit and states:

(2)Subsection (3) also applies where—

(a)a landlord or letting agent breaches Schedule 2 in relation to a holding deposit paid by a relevant person, and

(b)all or part of the holding deposit has not been repaid to the relevant person.

(3)The relevant person may make an application to the First-tier Tribunal for the recovery from the landlord or 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;

...

(9)On an application under subsection (3) or (5), the First-tier Tribunal may order the landlord or the letting agent to pay all or any part of the amount or (as the case may be) the aggregate amount referred to in that subsection to the relevant person within the period specified in the order.

(10) A period specified under subsection (9) must be a period of at least 7 days but not more than 14 days beginning with the day after that on which the order is made.

(11) An order of the First-tier Tribunal under this section is enforceable by order of the county court as if the amount payable under the order were payable under an order of that court.

7. It appears from the application that the prospective tenants of the subject flat were the applicant and Wilson Leung, although this has not been expressly stated by the applicant. The tribunal is satisfied the respondent was acting as the letting agent of the landlord and by an email dated 25 January 2025 informed Wilson Leung that a £600 deposit was required to be paid to the respondent in order to secure the flat pending referencing. On 25 January 2025, the deposit was paid and the respondent subsequently received £600 as a holding deposit from Wilson Leung as evidenced by the documents provided by the applicant.
8. However no tenancy agreement was subsequently entered into despite referencing having been successfully completed and the offer of a contract made. The tribunal is satisfied the landlord failed to enter into a tenancy agreement despite the prospective tenants being willing to do so. Consequently the holding deposit was required by the Tenant Fees Act 2019 to be returned by the respondent who had received it on behalf of the landlord.
9. In conclusion the tribunal orders the respondent to repay the holding deposit of £600 to the applicant no later than 7 days of this decision being sent to the parties.

Name: Judge Tagliavini

Date: 6 August 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).