



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

Case reference : **CAM/00MX/HTC/2025/0006**

Property : **223 West Wycombe Road, High Wycombe, HP12 3AS**

Applicant : **Alexandru Robert Lukacs**

Respondent : **Glinton Slade Ltd t/a Houseshaw**

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

Tribunal member : **Judge Bernadette MacQueen**

Date of decision : **24 November 2025**

DECISION

Decisions of the Tribunal

1. **The Tribunal finds that the Respondent should repay to the Applicant the sum of £174 within 28 days from the date of this decision, that being a prohibited payment under the Tenant Fees Act 2019**
2. **The Tribunal makes that determination for the reasons set out in this decision.**

The Application

3. The Applicant applied to the Tribunal for the recovery from the Respondent letting agent of a £534 re-letting fee charged after the Applicant had requested early termination of his tenancy. It is the Applicant's position that this amount is too high to be a permitted payment.

The Determination

4. On 16 September 2025, the Tribunal made directions which stated that the application form submitted by the Applicant would stand as the Applicant's case. The Respondent was directed to send their statement in reply and any documents they relied upon to the Applicant and the Tribunal.
5. Steve Locke on behalf of the Respondent provided a short statement dated 3 October 2025. The Applicant was permitted to produce a reply and did so, also on 3 October 2025
6. The Tribunal's directions proposed that the matter would be determined without a hearing unless either party requested a hearing or the Tribunal directed that a hearing was necessary.
7. There was no request for a hearing and the Tribunal determined that the matter should be dealt with as a paper hearing by considering the documents provided namely: the Applicant's application form and supporting documents; the Respondent's statement; and the reply from the Applicant.

The Background

8. By agreement that commenced on 20 September 2024, the Applicant entered into an assured shorthold tenancy agreement for room 7, 223, West Wycombe Road, High Wycombe, HP12 3AS (the Property). This was for an initial fixed term period of 12 months.

9. The Applicant stated that he vacated the Property on 8 February 2025, which was before the end of the fixed term. The Respondent readvertised the Property and a new tenant moved into the Property on 21 March 2025.
10. The Applicant stated that he was charged a re-letting fee of £534 following his request for early termination of the tenancy. It was the Applicant's position that the breakdown of the fee he was provided with by the Respondent did not align with the £534 that he was charged. The Applicant stated in his application form that the Respondent told him that the fee was made up as follows:

£50 plus VAT for references

£250 plus VAT for tenancy setup and administration

£25 plus VAT for deposit claim handling

£75 plus VAT for HMO room check-in and check-out inventory

11. With regard to the fee for the inventory, the Applicant stated that an inventory was not sent to him, and further that the Respondent had not provided any invoices or evidence of the charges being incurred.
12. The Respondent stated that following the Applicant's early termination of his fixed term tenancy, the Respondent had to undertake a re-letting process 6 months earlier than the landlord could reasonably have expected. The Respondent stated that their costs included obtaining references for new applicants, tenancy setup and administrative work, marketing and advertising and staff time in conducting viewings and tenancy progression. The Respondent further stated that the Property had to be checked to ensure that it had been looked after and to assess what was needed before another tenant moved into the Property.
13. The Tribunal had before it a copy of the letting and management terms of business dated 27 July 2023 made between them and the landlord. This agreement set out the fees that the landlord would be charged by the agent. However, under cover of email dated 7 March 2025 sent from the Respondent to the Applicant, the Respondent provided an extract from the terms of business which outlined the pricing for charges that related to single let properties and Houses of Multiple Occupation, which had been revised in July 2024. The July 2024 fees were stated as follows:

Referencing costs - £50 plus VAT

Tenancy set up and administration - £250 plus VAT

Deposit claim handling fee - £25 plus VAT

HMO Check in and check out inventory (£75 plus VAT each)

14. The Tribunal also had before it a statement dated 18 September 2024 which showed the charges the Respondent applied to the landlord for re-letting services. The amount totalled £534 (including VAT) and was made up as follows:
- (i) Tenancy check out fee - £75 plus VAT
 - (ii) Tenant reference fee - £50 plus VAT
 - (iii) Tenant check in fee - £75 plus VAT
 - (iv) Deposit registration and adjudication - £95 plus VAT
 - (v) Tenancy set up fee - £150 plus VAT
15. The statement made reference to invoices, but these were not provided to the Tribunal. The Tenant reference fee was said to relate to INV583, the tenant check in fee was said to relate to INV 584, the deposit registration and adjudication fee was said to relate to INV 585 and the tenant set up fee INV 586. There did not appear to be an invoice listed on the statement for tenancy check out fee.

The Tribunal's Decision

16. It is not disputed that the Applicant wished to be released from his tenancy agreement early. Further, it is not disputed that the Respondent had to find a new tenant to replace him. The Tribunal is therefore satisfied that costs will have properly been incurred in re-letting the Property, including advertising, reasonable checks, preparation of appropriate tenancy documentation, the cost of registering any deposit, referencing and preparing the tenancy agreement. The Tribunal is satisfied that these are reasonable costs for allowing the Applicant to break his tenancy agreement early and are costs the landlord would incur with his letting agent.
17. However, in this case, the Tribunal did not have the benefit of copies of invoices for the work charged. This meant that the Tribunal was unable to see any detail as to the amount of work involved or the time taken. Specifically, the Tribunal was not able to see the work that was involved under the heading “tenancy check out fee - £75 plus VAT”, “Tenant check in fee - £75 plus VAT” and how this differed from the work completed under the heading “Tenancy set up fee - £150 plus VAT”.

18. Therefore, on the basis of the information before the Tribunal, the Tribunal finds that £360 (including VAT) is a permitted payment and therefore finds that the amount of £174 (including VAT) is not a permitted payment under Schedule 1 of the Tenant Fees Act 2019 and should be refunded to the Applicant. The amount of £175 should therefore be refunded to the Applicant within 14 days of the date of this decision.

Name: Judge Bernadette MacQueen

Date: 24 November 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).