



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

Case Reference : **HAV/00HX/HTC/2025/0003**

Property : **46 Luna Close, Swindon, SN25 2LZ**

Tenant : **Dr Mustafa Egal**

Landlord : **Home Finders Swindon**

Type of Application : **Tenant Fees Act 2019 – S 15**

Tribunal : **R Waterhouse FRICS
C Davies FRICS**

**Type & Venue of
Hearing** : **Video Hearing on line – Havant
Justice Centre**

Date of Decision : **16 April 2026**

DECISION

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Full REASONS

DECISION

(1) The Tribunal does not order the return of the deposit.

REASONS

Background

1. The Application relates to 46 Luna Close Swindon SN25 2LZ (“the Property”).
2. The Applicant is Dr Mustafa Egal, who brings the application (“the Application”).
3. The Respondent is Home Finders Swindon, the landlord’s agent for the Property.

The application

4. On 28 September 2026, the Applicant made the Application under s 15 Tenant Fees Act 2019 (“the Act”) for the recovery of all or part of a holding deposit paid to the Respondent in respect of the Property on 15 September 2025.

Directions

5. Directions were made by a Legal Officer on 26 February 2026 (“the Directions”) requiring the Applicant’s Application Form and supporting documents to stand as their case, the Respondent to reply by way of a statement and evidence in support, with the Applicant having an opportunity to respond thereafter.

The hearing

6. The hearing of the Application took place by way of a video hearing on 16 April 2026. Present at the hearing were Dr Egal, the Applicant and for the Respondent Mr J Carpenter accompanied by Ms G Mossom, both of Homefinders. Mr J Carpenter presenting.
7. Both parties attended the hearing, without legal representation.
8. The Tribunal has read the papers for the case and invited both parties to present their submissions, with the opportunity to ask questions of the other party on their submission.

The Applicant’s case

9. The Applicant filing, with the Application, stood as the Applicant’s written case, in summary, the following: -
 - a. On 15 September 2025 the Applicant paid a holding deposit of £196.15 (equivalent to one week’s rent)

b. The Applicant confirmed their intention to proceed with the proposal move in date of 3rd October 2025.

c. The Applicant was told by the Respondent that, if he wanted to secure the Property, they would have to pay a deposit of £196.15.

d. The Applicant says the prospective landlord decided not to continue with the Applicant's proposed tenancy.

e. The Applicant says that under the Tenant Fees Act 2019 a holding deposit must be returned.

10. The Applicant asserts the landlord choose not to proceed with the tenancy on the basis that the landlord believed; the tenant has not provided truthful and accurate information during the application process.

11. The Applicant asserts;

They did not withdraw

They provided accurate, complete, and verifiable information (payslips and contract);

They have not withdrawn from the application.

12. The tenant asserts the landlord decided not to proceed, citing the type of employment contract, despite evidence of consistent income.

13. The Applicant on questioning from the tribunal, confirmed they had ticked the box in the application to the landlord confirming that they did not have a zero-hour contract. However, they stated that in addition, in the days following produced payslips, from a number of months and offered to provide a guarantor.

14. The Tribunal sought clarification of the type of employment contract that the Applicant had. The Applicant is employed by the Locum Agency which is understood to be part of the NHS. The Applicant is in charge of booking within the system what hours they wished, within those that were available. They can work at a number of hospitals but their principal hospital was the Great Western Hospital in Swindon.

The Respondent's case

15. The Respondent submitted an email to the Tribunal on 12 March 2026 containing a statement and eight attachments.

16. The Respondent stated the Applicant approached the Respondent in September 2025 with the intention of renting 24 Luna Close SN25 2LZ.

17. That before putting down the holding deposit the Applicant was given a tenancy guide which it is reported he signed.

18. The Respondent draws the attention of the Tribunal to the following extract;

“If you provide false or misleading information which reasonably affects the Landlord’s decision to let the Property to you or if you fail a credit referencing or right to rent check, or if you withdraw from the proposed agreement, or if you fail to take all reasonable steps to enter an agreement when the landlord has done so, we will retain your holding deposit. In the event that we intend to retain your holding deposit; we will set out in writing the reason for this within 7 days of either deciding not to enter the tenancy agreement or the Deadline for Agreement.”

19. The Respondent asserts that on the offer form the Applicant stated they were not on a “zero hours contract”.

20. The Respondent’s reference failed because the Respondent could not confirm income due to the contract being zero hours. The landlord it was submitted has a rent guarantee policy and the landlord was unable to use a guarantor as this did not meet the criteria for the landlord cover.

21. The Respondent explained, the landlord was a first-time landlord and wanted a rent insurance policy. That rent insurance policy had within it a set of criteria including that a tenant cannot be on a zero hour contract.

Issues

22. The issue to be decided is whether the Respondent ought to repay to the Applicant the whole or any part of the holding deposit which was received in the sum of £196.15 on 15 September 2025.

The law

23. The Tenant Fees Act 2019 (“the Act”) provides, at para 3 Sch 1, that a holding deposit may be a permitted payment.

24. For this purpose, a holding deposit means money paid to a landlord or letting agent before the grant of a tenancy with the intention that it is dealt with in accordance with Sch 2 of the Act.

25.

By para 3 Sch 9 of the Act;

3 Subject 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.*

26.

By para 9 Sch 2 of the Act;

Paragraph 3(b) and (c) does not apply if the tenant provides false or misleading information to the landlord or letting agent and -

- (a) The landlord is reasonably entitled to take into account the difference between the information provided by the tenant and the correct information in deciding whether to grant a tenancy to the tenant, or*
- (b) The landlord is reasonably entitled to take the tenant's action in providing false or misleading information into account in deciding whether to grant such a tenancy.*

Determination

27. The parties agreed that the Applicant paid a holding deposit to the Respondent in the sum of £196.15 on 15 September 2025, and that the Respondent decided not to enter into the tenancy agreement.

28. The Tribunal therefore determines that the holding deposit which did not exceed one weeks rent, is a permitted payment.

29. The Tribunal finds that the Applicant stated on their application for the tenancy that they did not have a zero-hour contract.

30. The Tribunal explored the nature of the contract and finds that it was a form of contract that permitted the Applicant to select up to an unknown upper limit the hours that they wished to work. This the Tribunal finds would reasonably be interpreted as a zero-hour contract.

31. The Tribunal also heard that the Applicant forwarded information subsequently which gave greater detail to the actual earning position and offered a guarantor.

32. The Tribunal finds that at the point of completion of the application form; there was no evidence that additional details of the exact nature of employment had been provided. So, at this point the landlord was relying on the statement that employment was not a zero-hour contract.

33. The Tribunal heard that the landlord had a specific criterion in mind for the prospective tenant and that was one which would meet their "rent insurance policy". The landlord understood their "rent insurance policy" would not accept zero hours contracts and so would not have accepted the application if that had been declared at that point nor indeed the deposit.

34. Whilst the Tribunal is sympathetic with the Applicant for attempting to support their application for the tenancy with additional information including the offer of a guarantor, unfortunately the criteria required by the landlords “rent insurance policy” was no zero hours contract.

35. The Tribunal finds that the landlord did rely on information that was initially not accurate and so the provisions of the Tenant Fees Act 2019 schedule 2 paragraph 9 (a) and(b) apply.

36. The tribunal does not order the return of the deposit.

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.