



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

Case reference : **LON/00AQ/HTC/2026/0004**

Property : **9 Twyford Road, Harrow, Middlesex
HA2 0SH**

Applicant : **Alban Slim Mbende**

Representative : **In person**

Respondent : **Coopers Residential**

Representative : **Guido Pani**

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

Tribunal members : **Judge Robert Latham**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **20 May 2026**

DECISION

The tribunal declines to make any order pursuant to section 15 of the Tenant Fees Act 2019.

The Application

1. On 20 October 2025, the Applicant applied to the tribunal under the Tenant Fee Act 2019 (“the Act”) for an order that the Respondent repay the sum of £669.23 paid as a holding deposit which, despite requests, the respondent has not repaid.
2. The tribunal has given Directions on 6 March and 20 April 2026. On 26 March, the Applicant has requested an oral hearing. The parties have filed the following:
 - (i) The Applicant has filed his application form which attaches the credit check, dated 2 October 2025 which was completed by Rightmove.
 - (ii) The Respondent has filed a Statement of Case which includes a bundle of documents (35 pages) to which reference will be made in this decision.
3. The Directions made provision for the Applicant to file a Reply. The Applicant did not avail himself of this opportunity.

The Hearing

4. The hearing was conducted by video because of the threatened tube strike. There were some problems of connectivity, but the Tribunal paused the hearing until all parties had reconnected.
5. The Applicant appeared in person. Dr Mbende is a Senior Neurosurgery Fellow who is currently working at Queen Elizabeth University Hospital in Glasgow. He joined from the hospital. He did not have access to the relevant papers. He was not a satisfactory witness. When he was referred to the application form for the tenancy that he had signed (at p.2-10), he refused to accept that it had only been signed by himself and his wife. He suggested that his adult daughter, Albaiha, had also signed it. When it was pointed out to him that she had not signed it, he refused to accept the veracity of the document.
6. Mr Guido Pani appeared for the Respondent. He had not had direct dealings with the letting which had been handled by Mr Terence Price.
7. During the course of the hearing, Dr Mbende referred to nine emails which he had sent to the Tribunal when he had requested an oral hearing on 26 March 2026. These were emails sent by the Respondent to him between 15.56 on 2 October and 07.02 on 5 October, urging him to sign the tenancy agreement. The PDFs did not include any response from the Applicant.
8. The hearing was heated with Dr Mbende making a number of allegations of malpractice. The flavour of his case is reflected in his letter to the tribunal dated 26 March 2026:

"The enclosed evidence shows clearly their aggressive and dishonest behaviour. They bombarded me and my wife and my daughter with dozens of emails between the 2nd and 4th of October 2025 to coerced us to signing their contract despite indicating in our references that our moving date was 11/10/25. They maliciously and deliberately ignored our moving date and coerced us to signing the contract under duress. They knew exactly what they were doing and how they run their despicable scheme of swindling vulnerable tenants, and they thought they would get away this time as well.

Coopers (sic) estate agents and their client are dishonest individuals, and I would request their client to be present at the hearing and explain to the court why he lied to me and my wife and tried to scam us. Their client coerced me to meet up on 27/09/25 and discuss verbally about the requirement for the rental of his property. I drove 400 miles from Glasgow where I was working at Queen Elizabeth University Hospital to honour his request."

9. The emails which Dr Mbende sent to the tribunal do not demonstrate "aggressive and dishonest behaviour". On 2 October, Rightmove returned a positive credit reference. Thereafter, the Respondent wanted the Applicant to sign a tenancy agreement. He was slow to do so. On 5 October 2025, the three joint tenants finally signed the tenancy agreement using the "View Document" electronic platform.

The Background

10. In September 2025, Dr Mbende was looking for larger accommodation. He has a wife and three children. His family were living in accommodation at 9 Cowen Avenue, Harrow. This was a property which the Applicant owned and had occupied for some 12 years. Dr Mbende referred to a disabled son.
11. Dr Mbende saw the accommodation at 9 Twyford Road, Harrow, HA2 0SH advertised on Rightmove. On 24 September 2025, Dr Mbende and his wife completed a "Coopers Property Application Form" (at p.2-10). He proposed a rent of £2,500 a month and a start date of 1 October 2025. In his evidence, Dr Mbende questioned the veracity of this form. We are satisfied that this was a form that he signed.
12. The form referred to a holding deposit payment and stated:

"Once your offer has been agreed we will require 1 weeks rent ... which will secure the property whilst your references are being processed. We will send your confirmation of the bank details via email."
13. It is apparent that there was some negotiations about the level of the rent. On 25 September at 18.42 (p.11), Dr Mbende sent the Respondent an email referring to a rent of £2,800 and asking if the landlord would like to proceed with his offer.

14. On 26 September at 09.09 (p11), after further negotiation, Mr Price replied confirming that his offer had been accepted. The rent was to be £2,900 pm for a term 12 months with a 6 month break clause. The tenancy commencement date was stated to be "6th of October 2025 (to be confirmed)". The email added:

"Please transfer the holding deposit of £669.23 (one weeks rent) to the bank below and the property will be taken off the market. On receipt of the funds, the references will be sent to you for completion. Please ensure that these are completed and submitted as soon as you receive them. "

At 11.43 (p.12), Dr Mbende confirmed that the holding deposit had been paid.

15. After the Applicant's offer having been accepted, the next step was for Rightmove to carry out a credit check. Dr Mbende completed a reference application form which is annexed to his application. He stated that the "preferred move-in date" was stated to be 11 October 2025. On 2nd October, Rightmove passed the reference check. Mr Pani stated that the Respondent would not see this application form. They were merely notified whether the credit reference was satisfactory. The Respondent was unaware of the preferred move-in date of 11 October. I accept his evidence.
16. Dr Mbende complained that the landlord had required him to travel up to London from Glasgow on Saturday, 27 September to meet him. I am satisfied that this was a reasonable request for the landlord to make.
17. On 2 October 2025, the Respondent was notified that the credit reference was satisfactory. At 15.56, the Respondent sent Dr Mbende a tenancy agreement to be signed using "View Document". I am satisfied that the commencement date of the tenancy was stated to be 6 October. The agreement further stated that £2,900 was to be paid on or before 6 October. At 16.43, a further email was sent confirming that the keys would be ready for collection from 12pm on 6 October and that a standing order of £2,900 per month would need to be set up before the keys would be released.
18. On 3 October 2025, the Respondent sent further emails at 11.40 and 13.36. It seems that additional landlord clauses had been added. There is no evidence that the Applicant objected to these additional clauses or that there was any discussion about a change in the commencement date of the tenancy. On Saturday, 4 October, at 14.50 the Respondent sent a further email urging Dr Mbende to sign the tenancy agreement.
19. On Sunday, 5 October, at 07.02, the Respondent sent Dr Mbende a further email urging him to sign the tenancy agreement. The tenancy agreement is at p.15-35. It is apparent (at p.35) that Dr Mbende signed the agreement at 07.52, Albaicha signed at 07.55 and his wife at 07.57. Mr and Mrs Zaida, the landlords, signed at 21.44 and 21.48.

20. The following terms of the tenancy are relevant:

- (i) Clause 1 specified a commencement date of 6 October 2025.
 - (ii) Clause 3 specified a monthly rent of £2,900. The first payment was to be made on or before 6 October.
 - (iii) Clause 6.1 required a deposit of £3,346.15 to be paid upon the signing of the Agreement.
21. By Monday 6 October, Dr Mbende should have paid both the deposit and the rent for the first month. He failed to do so. The Respondent states that they sought to contact Dr Mbende on a number of occasions. He declined to speak to them.
22. In his application form, Dr Mbende states:
- "The next day 6/10/25, as a very busy neurosurgeon, I returned to work and spent all day in theatre. I had a call from Coopers while I was between theatre cases asked me to sort out the remaining payments and paperwork. I indicated to him that I am very busy and will aim to sort out everything that week before my move-in date on 11/10/25".
23. In his evidence to the Tribunal, Dr Mbende suggested that he had responded by email on 6 October. There is no evidence that he did so.
24. The Tribunal prefers the evidence of Mr Pani who stated that Dr Mbende did not respond on 6 October. He did not raise a move-in date of 11 October.
25. On 7 October 2025, the Respondent concluded that the Applicant had repudiated the agreement and put the property back on the market.
26. Mr Pani states that Dr Mbende did not request that the commencement date of the tenancy should be put back to 11 October. No such deferment was agreed. Dr Mbende had initially proposed a move-in date of 1 October. The parties agreed that this was not realistic and it was put back to 6 October. Whilst the Respondent accept that Dr Mbende had specified the preferred move-in date of 11 October in the reference application form, they did not see this form and this date was not notified to them either by Rightmove or by the Applicant.
27. Mr Pani stated that the landlord had taken the property off the market between 26 September and 6 October and the purpose of the holding deposit was to protect the landlord should the proposed tenancy not proceed. The landlord had arranged a professional clean of the property at the request of Dr Mbende and had prepared an inventory.

My Determination

28. Section 1(1) of the Act provides that: "A landlord must not require a relevant person to make a prohibited payment to the landlord in connection with a tenancy of housing in England". By section 3(1): "For the purposes of this

Act a payment is a prohibited payment unless it is a permitted payment by virtue of Schedule 1.” Holding deposits are dealt with in paragraph 3 of Schedule 1. Schedule 2 sets out the circumstances in which a person who received a holding deposit must repay it. Section 15 of the Act makes provision for the recovery of amounts paid.

29. The payment of £669.23 falls within the definition of a “holding deposit”.

30. Paragraph 3, Schedule 2, specifies the circumstances in which a holding deposit must be repaid:

"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".

31. However, paragraph 11, Schedule 2 provides:

"Subject to paragraph 13, paragraph 3(c) does not apply where the deposit is paid to the landlord if—

(a) the landlord takes all reasonable steps to enter into a tenancy agreement before the deadline for agreement, and

(b) if the landlord has instructed a letting agent in relation to the proposed tenancy, the agent takes all reasonable steps to assist the landlord to enter into a tenancy agreement before that date, but

(c) the tenant fails to take all reasonable steps to enter into a tenancy agreement before that date."

32. This is a case where there is a conflict of evidence. The Tribunal has no hesitation in preferring the evidence of Mr Pani. The Respondent's account is corroborated by the documentation which has been provided.

33. On 5 October 2025, Dr Mbende, together with his wife and daughter, signed a tenancy agreement commencing on 6 October 2025. Upon signing the agreement, the joint tenants were required to pay the deposit of £3,346.15. On or before 6 October, the joint tenants were required to pay the first month's rent of £2,900.

34. The Applicant did not comply with either of these obligations. The Tribunal is therefore satisfied that Dr Mbende and his joint tenants failed to take all reasonable steps to enter into the tenancy agreement. Either of these payments could have been paid electronically. The Tribunal accepts that Dr Mbende is Senior Neurosurgeon based in Glasgow. However, his wife and adult daughter could also have taken the necessary steps to protect their tenancy. Had Dr Mbende read the tenancy that he had signed, he would have been aware of his obligations. It is apparent from his demeanour at the hearing that he would not have been willing to delegate these responsibilities to his wife, who operates a business of her own, or his adult daughter.
35. In his evidence, Dr Mbende suggested that there had been another tenancy agreement with a different commencement date. This was denied by Mr Pani, whose evidence I prefer.

Judge Robert Latham
20 May 2026

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).