



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

Case reference : **LON/00AE/HTC/2025/0618**

Property : **31C Aldershot Road, London NW6 7LF**

Applicants : **Laura Harpham,
Radoslav Velez**

Interested Party : **Jacob Tyler**

Respondents : **(1) Howard Stein and
(2) Linda Stein**

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

**Tribunal
member(s)** : **Judge Daley**

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

Date of decision : **29 April 2026**

DECISION

1. Decision to be written here

The application

2. This is an application for an order for the recovery of a prohibited payment under subsection 15(3) and (5) of the Act and subparagraph 7(4) of Schedule 1 of the Act, because it is said it exceeded the reasonable costs of the letting agent in respect of the termination of the tenancy. The Applicants' seeks

recovery of the sum of £2,884.61 in respect of 31C Aldershot Road, London NW6 7LFF pursuant to section 15 of the Tenant Fees Act 2019 from the Respondent, minus their reasonable costs as assessed (which the Applicants say is zero or close to zero.)

Background

The Applicant's case

3. This is an application for an order for the recovery of two sums paid in respect of the termination of a tenancy of 31C Aldershot Road, London NW6 7LF pursuant to section 15 of the Tenant Fees Act 2019.
4. By a tenancy agreement dated 28th March 2025, Howard Stein and Linda Stein rented the property to Jacob Tyler, Radoslav Velez and Laura Harpham for a term of two years from 28th March 2025 to 27th March 2027 at a rent of £2,500 per month. The tenants paid a deposit of £2,884.61. The estate agents acting for Mr and Mrs Stein were Hamptons.
5. In the application it is said that towards the end of June 2025, Mr Tyler assaulted one of his co-tenants. He was arrested and bailed with a condition not to contact Ms Harpham or Mr Velez or go to the property. Once Mr Tyler moved out of the property, the remaining tenants could not afford the property and on 30th June 2025 requested an early termination of the lease.
6. The terms of the application set out that on 4 July 2025 after discussions with Hamptons Estate Agency it was proposed that the tenants could sign a deed of surrender as the only option for early termination.
7. In the tenants' application it was stated that:- "*15 July 2025: Hamptons emailed the finalized Deed of Surrender, requiring payment of £2,098.84 for 'unexpired lettings commission' (calculated on a 14-month term assumption, prorated for 10 months) and £130.80 for check-out costs, totalling £2,229.64.*"
8. The Applicants challenged the legality of the fees, requesting an itemised breakdown for the losses, this was not provided, however Hamptons provided calculations for the pro rata commission which was payable to them during the remainder of the lease under the terms of the letting agreement with the respondents.
9. The Applicants claim that they signed the agreement due to the respondents and their agent threatening to withdraw the agreement to surrender unless they agreed to the terms, and, if this happened, they would hold the Applicants to the terms of the Assured Shorthold Tenancy, with the potential of court action if the sums remained unpaid.
10. The Applicants set out that because of this, they signed the deed of surrender. The applicants asked for the sum payable to be taken from the deposit. On 28 July 2025, the applicants vacated the premises, prior to vacating the premises they organised a professional clean.

11. Following the tenants' departure from the premises, the Applicants disputed that the sum was payable. However, on raising a dispute under the secure tenancy deposit scheme the terms of the surrender were considered as operational, and the deposit was not returned.
12. The Applicants in their application, set out that the property was relet on 28 July 2025.
13. The First Applicant issued the application on behalf of herself and the Second applicant on 12.09.2025,

The Directions

14. On 10 February 2026 Directions were given by the Tribunal. In the directions the Tribunal Judge stated as follows-: *"The first matter to be addressed is the question of who the appropriate parties are. Paragraph 1 of the application names only Ms Harpham as the applicant. It is apparent, however, from the body of the application that Mr Velev is also intended to be an applicant. Mr Tyler is not a party to the application and relations between him and the other two tenants are strained."*
15. *The current claim appears to be a claim which falls to be made by all the tenants jointly. If it is a joint claim, then only Ms Harpham and Mr Velev are parties to the current application. The position at common law was that all joint creditors had to be plaintiffs. A failure to join all the joint creditors as plaintiffs in an action was fatal to the claim: *Jell v Douglas* (1821) 4 B & Ald 374, *Sorsbie v Park* (1843) 12 M & W 147. Equity was more flexible, but it still required all joint creditors to be joined as parties to an action, either as claimants or defendants. This is the current position following the fusion of law and equity in 1876.*
16. *Current practice in the civil courts, is governed by CPR Part 19. Rule 19.3(1) provides that "[a]ll persons jointly entitled to the remedy claimed by a claim must be parties unless the court orders otherwise." Rule 19.3(2) says: "If any such person does not agree to be a claimant, he must be made a defendant, unless the court orders otherwise." It is likely that this Tribunal should apply a similar approach. I shall therefore add Mr Jacob Tyler... as an additional respondent under Rule 10 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The application would then on any view be properly constituted. So far as the other correct respondents are concerned, they are currently solely the landlords. It is not yet clear whether the landlord accept that they received the monies in dispute. It is possible that they will allege that the monies were received by Hamptons. If that occurs, then the Tribunal will need to consider whether to add Hamptons as an additional respondent. I shall direct that, if the landlords do dispute receipt of the monies in issue or any part thereof, then the matter should be referred to a procedural judge for the judge to consider whether Hamptons should be added as an additional respondent.*
17. In response to the Directions, on 12 February 2026, Mr Radoslav Velev confirmed that he wanted to be joined as an applicant. On 12 February 2026, Mr Jacob Tyler wrote to the Tribunal setting out as follows-: *"I*

confirm my position as Second Respondent. I take no position on the Applicants' substantive claim under the Tenant Fees Act 2019 and do not intend to oppose or support the arguments advanced by either party. However, I confirm that I contributed £1,298.00 towards the tenancy deposit of £2,884.61...In the event that the Tribunal orders repayment of any sum relating to the deposit or alleged prohibited payment, I respectfully request that any order reflect my beneficial interest in the deposit in proportion to my contribution..."

18. Given Mr Jacob's response, the Tribunal has decided that he is an interested party, rather than a respondent to these proceedings.

The Respondent's case

19. The Respondent in their response to the application set out that in July 2025 the claimants advised them of a dispute between the tenants, and that one tenant had to vacate the property due to the police involvement. As a result the rest of the tenants could no longer afford the rent and sought early termination of the tenancy. In their written case the Respondent's stated that the tenancy was legally binding and that it contained no operative break clause as clause 7.1 only permitted a break from 27 May 2027.
20. In paragraph 5-6 of the response set out that- "*The tenancy was granted for a fixed term of 24 months at a rent of £2,500 per calendar month. The Claimants' own AST confirms these terms and is not in dispute. The Claimants applied jointly, were introduced by Hamptons, and I, Howard Stein, paid the agreed letting fee. Hamptons' invoice has been provided with this document.*"
21. The Respondent asserts that a deed of surrender was prepared, issued, and signed by all parties and that within the deed the applicants accepted liability for reletting costs in writing. The Respondents state-: "*There is no ambiguity on this point.8. Hamptons thereafter remarketed the Property. No sums were demanded beyond the actual costs incurred in securing replacement tenants.9. The landlord did not seek compensation for loss of rent, nor any penalty, nor any sum outside those expressly permitted by the AST and deed of surrender.*
- 10. The Claimants were additionally advised only to:• Finalise utilities; and• Arrange professional cleaning for the incoming tenants. The reply stated that these were standard and reasonable requirements."*
22. In respect of the sum of £130.80 for the professional cleaning, the respondent set out that the "charge is wholly misconceived" and that the sum had been refunded in full by Hamptons.

The law

Paragraph 7 of Schedule 1 of the Tenants Fees Act 2019 states:

7(1)A payment is a permitted payment if it is a payment to a landlord in consideration of the termination of a tenancy at the tenant's request— (a)in the case of a fixed term tenancy, before the end of the term, or (b)in the case

*of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law. (2) But if the amount of the payment exceeds the loss suffered by the landlord as a result of the termination of the tenancy, the amount of the excess is a prohibited payment. (3) A payment is a permitted payment if it is a payment to a letting agent in consideration of arranging the termination of a tenancy at **the** tenant's request— (a) in the case of a fixed term tenancy, before the end of the term, or (b) in the case of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law. (4) But if the amount of the payment exceeds the reasonable costs of the letting agent in respect of the termination of the tenancy, the amount of the excess is a prohibited payment. (5) In this paragraph "fixed term tenancy" means any tenancy other than a periodic tenancy.*

Decision and Reasons

23. The tribunal has asked itself whether the impact of the deed of surrender prevents the Applicants from asserting that the sum retained from the deposit amounts to a prohibited payment.
24. The Tribunal is satisfied that the purpose of the Tenant's fees Act is to regulate payments, notwithstanding the existence of written agreements, accordingly the agreement does not prevent the operation of the provisions of the act.
25. finds the landlords loss of letting fees is essentially a 'double recovery' as the payment of those fees could reasonably be transferred to the new letting of the premises and do not represent a genuine loss. Therefore, the tribunal finds the fees of £1802.06 forms a prohibited payment and are to be returned to the applicants.
26. The reason for this decision is that the Invoice provided by the respondent shows that they sum of 7% was payable to the agents Hampton for the periods 28.03.2025 until 27.05.2026, the second invoice covers the period 28.07.2025 until 27.07.2026. This means that there is a period of overlap between 28.07.2025 until 27.05.2026, which would equate to two lots of letting fees being payable for the same period.
27. The tribunal accepts the tenant's reference fee and the landlord administration fees of letting the premises would have been incurred, however they are not separately quantified. Given this the Tribunal has made an allowance in the sum of £500.00 to represent these costs.
- 28. The tribunal directs the sum of £2,384.61 should be paid to the applicants by the landlord and/or agent **within 21 days of the date this decision being sent to the parties.****
29. There is an argument that the need to terminate the agreement was contributed to by the actions of the interested party, however the Tribunal lacks jurisdiction to consider his conduct.
30. The sum of £2384.61 should be paid to the Applicants who shall reimburse the interested party the percentage of this sum which was paid by him.

Name: Judge Daley

Date: 29.04.2026