FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AC/CMP/2025/0009** **LON/00AC/HLP/2025/0004** **LON/00AC/HTD/2025/0003**
Property	:	**15 properties including Princess Park Manor, Royal Drive, London N11 3FL**
Applicant	:	**PPE Estate Agents Ltd**
Respondent	:	**London Borough of Barnet**
Type of application	:	**Appeal against a financial penalty** – membership of an approved client money protection scheme (regulations 3 and 6 of the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc) Regulations 2019) **Appeal against financial penalty** – publication of fees, redress and client money protections scheme information (sections 83 and 84 and Schedule 9 paragraph 5 Consumer Rights Act 2015) **Appeal against financial penalty** – unlawful fees (Tenant Fees Act 2019 section 2 and schedule 9)
Tribunal	:	**Judge Nicol** **Mr A R Gee RIBA**
Date and venue of Hearing	:	**20th October 2026** **10 Alfred Place, London WC1E 7LR**
Date	:	**21st October 2026**

DECISION

In relation to the three appeals:

(1) The penalty in relation to the first appeal (0009) is reduced from £15,000 to £7,500.

© CROWN COPYRIGHT

(2) The penalty of £2,250 in relation to the second appeal (0004) is confirmed.
(3) The Respondent withdrew the penalty in relation to the third appeal (0003).

Reasons

1. As recorded in the Tribunal's order dated 26th January 2026, the Tribunal received 3 applications containing appeals by the Applicant, a letting agent, against:

   - a financial penalty in the sum of £15,000, imposed on 9th July 2025 for not being a member of an approved designated scheme pursuant to the Client Money Protection Schemes for Property Agents (Requirement to Belong to a Scheme etc) Regulations 2019, regulations 3 and 6 ('the 2019 Regs');

   - a financial penalty in the sum of £2,250, imposed on 9 July 2025 for failure to publish its landlord or tenant fees, redress and/or client money protection (CMP) scheme membership statements on its website, in branch or on third party websites used to advertise property to let (sections 83(3), (3A) and (7) Consumer Rights Act 2015 ('CRA 2015'))

   - A financial penalty in the sum of £2,250, imposed on 9 July 2025 for advertising the following properties as available for rent with fees for general administration, referencing (including credit, bank, guarantor and previous landlord checks etc), and application fees prohibited by the Tenant Fees Act 2019 ('TFA 2015') on dates between 3 – 4th March 2025 (section 2 and schedule 2 TFA 2015) :

     i. Castle Road, N12
     ii. Station Road, NW4
     iii. Yarlington Court, Sparkford Gardens, N11
     iv. Royal Drive, N11
     v. Princess Park Manor, Royal Drive, N11 (x5)
     vi. Royal Drive, N11
     vii. Arc Court, N11 (x2)
     viii. Sycamore Hill, N11
     ix. Nursery Road, N11
     x. Firs Avenue, N11

2. In their Reply to the Applicant's Statement of Case, the Respondent conceded the third appeal, leaving just the other two.

3. The Tribunal issued directions on 26th January 2026. Following a case management hearing, further directions were issued on 26th March 2026, which were amended on 14th April 2026. In accordance with those directions the Respondent provided a 210-page bundle of relevant documents and the hearing took place on 20 October 2026, attended by:

- Abdul Tuyel, a director, representing the Applicant company;
- Nick Ham, counsel for the Respondent;
- Callum Oliver, a manager from the Trading Standards Department of the Respondent.

4. The Respondent's intended witness, Karl Schultz, could not attend and so Mr Oliver attended in case he could assist. In the event both parties relied principally on admissions, documentary evidence and undisputed facts and the Tribunal did not hear any formal oral evidence.

5. However, the Tribunal had to take into account the gaps in both parties' evidence. Mr Tuyel provided evidence in his witness statement about his and the Applicant's financial circumstances but did not attempt to produce any documentary evidence in support of this until 6th October 2026, more than 4 months after the directions had required him to. He had not applied for permission to rely on this evidence and so the Tribunal did not take it into account. For the Respondent's part their case officers and their intended witness were all unavailable so that they were unable to expand on their written evidence.

6. In relation to the first appeal, Mr Tuyel admitted that the Applicant was not a member of a client money protection scheme between mid-2023 and October 2025. He relied on two matters in mitigation of this breach of the Regulations:

   (a) Immediately prior to the COVID pandemic, the Applicant employed seven members of staff. At that time, in 2019, the Applicant was a member of a client money protection scheme. It appears that during COVID lockdowns the Applicant was not operative. The membership lapsed. Five members of staff left, leaving just Mr Tuyel and his colleague, Oliver, to start the business up again in 2022. Mr Tuyel said that the membership of the relevant scheme was lost amidst the difficulties of just two people trying to run the business. Membership was restored as soon as the Respondent pointed out that it had lapsed.
   (b) Both the Applicant and Mr. Tuyel find themselves in severe financial difficulties. Mr Tuyel says that he has large credit card debts and mortgage arrears while trying to look after his family, which includes three sons, the eldest of whom is autistic. He said that a large enough penalty would be sufficient to cause his business to go under. However as referred to above, he provided no documentary evidence to support this.

7. Mr Ham explained that the Respondent began their calculation of the penalty from the maximum of £30,000. This was then cut in half due to the fact that the breach was promptly rectified. The fact that membership was restored did not obviate the fact that tenants were unprotected for around two years but it did act as mitigation.

8. At the time when the Respondent issued the final notice, the Applicant had not provided any information about their financial means or assets so that the Respondent was unable to take this into account. The

Tribunal is in a better position since it now has the evidence of Mr Tuyel but this is not as good as having some supporting evidence as well.

9. The Tribunal is able to look at the position as it is now, including the submissions made to it. The Tribunal is not satisfied that the appropriate approach was to start from the maximum penalty. Even before considering particular mitigating factors, this is not the worst case of its kind. The Tribunal also has no doubt that both the Applicant and Mr Tuyel are struggling financially. While the Tribunal agrees that a 50% reduction was appropriate, it would start from a level of £15,000 not £30,000. This results in a penalty of £7,500 instead of £15,000.

10. In relation to the second appeal, the default identified by the Respondent's case officer was that several third-party websites had incorrect information about fees charged by the Applicant. Mr Tuyel conceded that this was the case in relation to On The Market but only in the sense that the Applicant had cancelled its membership but the old information had not been taken down from the website.

11. He claimed to the Tribunal that the Applicant had never advertised on the other two websites mentioned by the Respondent, Zoopla and Prime Location, but this was contradicted by the Applicant's statement of case and Mr Tuyel's own witness statement, both of which mentioned multiple websites. Mr Tuyel also claimed that the correct fees were shown on the Applicant's own website but there were no screenshots or other evidence from either party to show who was correct.

12. If an agent advertises through a third-party website, then it is their responsibility to ensure that the information contained on that website is accurate even after membership has terminated. The Tribunal is satisfied that the Applicant was in breach of section 83 of the Consumer Rights Act.

13. The Respondent again discounted from the maximum fine to take account of the fact that the Applicant remedied the breach promptly by making sure that only the correct fees were advertised going forward. Therefore the penalty was £2,250 instead of £5,000. In this instance the Tribunal sees no reason to interfere with the Respondent's judgement and confirms the penalty.

Name: Judge Nicol **Date:** 21st October 2026