FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BK/HTC/2026/0018.**
Property	**:**	**Flat 64, Edric House, Page Street, London, SW1P 4ES.**
Applicant	**:**	**Cui Yuanjia** **Represented by: Zhang Yiqum**
Respondent	**:**	**Statuum Limited**
Type of application	**:**	**For recovery of all or part of a prohibited payment or holding deposit: Tenant Fees Act 2019**
Tribunal	**:**	**D Jagger MRICS (Valuer Chair)**
Date of decision	**:**	**17 November 2026**

DECISION

ORDER

The tribunal makes the following Order, pursuant to section 15 of the Tenant Fees Act 2019 ("the **Act**"):

(1) The respondent Statuum Ltd is not liable to re-pay the applicant the amount of £438.46 paid in respect of the holding deposit for **Flat 64, Edric House, Page Street, London, SW1P 4ES.**

(2) In accordance with section 15(11) of the Tenant Fees Act 2019, such Order is enforceable by order of the county court as if the amount payable under the Order were payable under an order of that court.

(3) The tribunal makes no order as to costs.

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The Application

1. This is an application dated 29 April 2026 for an order pursuant to section 15 of the Tenant Fees Act 2019 for the recovery of a holding deposit in the sum of £438.46 paid in respect of a tenancy of Flat 64, Edric House, Page Street, London, SW1P 4ES.

2. The information from the parties confirms that the respondent received this payment from or on behalf of the applicant on the 18 December 2026. Despite repeated requests from the applicant the respondent has not repaid the deposit paid to it.

3. The applicant alleges that the payment is a holding deposit within the meaning of the Tenant Fees Act 2019 and is liable to be repaid.

4. The Tribunal gave directions on 28 August 2026. These directed that the matter be determined on paper, with the option for either party to request an oral hearing, which neither party did. The tribunal therefore determines the matter on basis of documents provided by both parties.

The applicant's case

5. The applicant's representative viewed Flat 64, Edric House, Page Street, London, SW1P 4ES. on 17 December 2024. It was agreed she would rent the flat for a term of eight months from 6 January 2025 to be occupied by herself at a rent of £1900 per calendar month.

6. On the 18 December 2024 the holding deposit of £438.46 was paid to the landlord.

7. The tenant paid the holding deposit in good faith. During contract review, it was discovered the property has a mortgage. Due to the fact the tenant was required to pay the total rent upfront, she asked for a clause to be inserted in the agreement to protect her security of tenure. It is stated this was a normal and reasonable step in contract negotiation.

8. The landlord refused this request and provided gave three days to sign the original agreement. Upon the tenant not signing the agreement the holding deposit was retained.

9. The applicant asked the tribunal to repay the deposit.

10. **The respondent's case**

11. Mr. Mohammad Haleem on behalf of Statuum Ltd submitted a Witness Statement and a helpful chronology of events.

12. Mr. Mohammad Haleem says that the amended tenancy agreement failed to complete because the applicant did not proceed following amendments made to the agreement by the landlord.

13. The landlord agreed to the applicants request to changes in the agreement regarding the payment of council tax..

14. Mr. Mohammad Haleem confirms this matter was considered by the Property Redress Scheme (Complaint reference PRSC116487) The complaint was not upheld and "*as you withdrew from the property, we are unable to instruct the agent to return the holding deposit"*

The law

15. The law is set out in the Tenant Fees Act 2019 (the '**Act**'), the relevant provisions of which are set out in the Appendix to this decision.

Reasons for the tribunal's decision

16. From the evidence before the tribunal, it finds that the respondent has retains all of the holding deposit in the sum of £438.46.

17. The issue before the tribunal is therefore whether it should order the repayment of this holding deposit.

18. A holding deposit of less than one week's rent is permitted as it is not a 'prohibited payment' under the Act.

19. Generally, a holding deposit is repayable if the landlord and tenant fail to enter into a tenancy agreement before the deadline for the agreement: Schedule 2 paragraph 3(c), subject to certain exceptions.

20. Here the tribunal needs to have regard to the exception to Schedule 2 paragraph 3(c) set out in paragraph 11, which provides that permitted holding deposit need not be repaid where the landlord has taken all reasonable steps to enter into the tenancy agreement before the deadline for the agreement, but the tenant has not. There are similar provisions in paragraph 12 dealing with the landlord's letting agent.

21. On the evidence before it, the tribunal agrees with the determination of the Property Redress Scheme and finds that the landlord's agent made amendments to the agreement and the level of rent. References were issued and an amended tenancy agreement issued.

22. The landlord and their agent took all reasonable steps to negotiate the tenancy agreement, but the applicant failed to enter into that agreement by the deadline.

23. Therefore, the respondent Statuum Ltd is not liable to re-pay the applicant the amount of £438.46 paid in respect of the holding deposit for Flat 64, Edric House, Page Street, London, SW1P 4ES.

Name: D Jagger MRICS **Date:** 17 November 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 ca 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).

Appendix

Relevant provisions from the Tenant Fees Act 2019

2(1) A letting agent must not require a relevant person to make a prohibited payment to the letting agent in connection with a tenancy of housing in England.
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…
15(1) Subsection (3) applies where—
(a) a landlord or a letting agent breaches section 1 or 2, as a result of which the landlord or letting agent, or a third party, receives a prohibited payment from a relevant person, and
(b) all or part of the prohibited payment has not been repaid to the relevant person.
(2) Subsection (3) also applies where—
(a) a landlord or letting agent breaches Schedule 2 in relation to a holding deposit paid by a relevant person, and
(b) all or part of the holding deposit has not been repaid to the relevant person.
(3) The relevant person may make an application to the First-tier Tribunal for the recovery from the landlord or letting agent of—
(a) if none of the prohibited payment or holding deposit has been repaid to the relevant person, the amount of the prohibited payment or holding deposit;
(b) if part of the prohibited payment or holding deposit has been repaid to the relevant person, the remaining part of the prohibited payment or holding deposit.
…
(6) Subsection (3) does not apply in relation to a prohibited payment or holding deposit if or to the extent that, with the consent of the relevant person—

(a) the prohibited payment or holding deposit, or the remaining part of it, has been applied towards a payment of rent under the tenancy, or
(b) the prohibited payment or holding deposit, or the remaining part of it, has been applied towards the tenancy deposit in respect of the tenancy.

(7) Subsection (3) or (5) does not apply where an enforcement authority has commenced criminal proceedings against the landlord or the letting agent for the same breach.
(8) Subsection (3) or (5) does not apply where an enforcement authority has required the landlord or letting agent to pay to the relevant person all or

part of the amount or (as the case may be) the aggregate amount referred to in that subsection.
(9) On an application under subsection (3) or (5), the First-tier Tribunal may order the landlord or the letting agent to pay all or any part of the amount or (as the case may be) the aggregate amount referred to in that subsection to the relevant person within the period specified in the order.
(10) A period specified under subsection (9) must be a period of at least 7 days but not more than 14 days beginning with the day after that on which the order is made.
(11) An order of the First-tier Tribunal under this section is enforceable by order of the county court as if the amount payable under the order were payable under an order of that court.

SCHEDULE 2

Treatment of holding deposit

Application

1This Schedule applies where a holding deposit is paid to a landlord or letting agent in respect of a proposed tenancy of housing in England.

Interpretation

2(1)In this Schedule "the deadline for agreement" means the fifteenth day of the period beginning with the day on which the landlord or letting agent receives the holding deposit.

(2)But the landlord or the letting agent may agree with the tenant in writing that a different day is to be the deadline for agreement for the purposes of this Schedule.

Requirement to repay holding deposit

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.

4 If paragraph 3 applies, the deposit must be repaid within the period of 7 days beginning with—

(a)where paragraph 3(a) applies, the date of the tenancy agreement, (b)where paragraph 3(b) applies, the date on which the landlord

decides not to enter into the tenancy agreement, or

(c)where paragraph 3(c) applies, the deadline for agreement. 5(1)The person who received the holding deposit must repay it if—

(a)that person believes that any of paragraphs 8 to 12 applies in relation to the deposit, but

(b)that person does not give the person who paid the deposit a notice in writing within the relevant period explaining why the person who received it intends not to repay it.

(2)In sub-paragraph (1) "the relevant period" means—

(a)where the landlord decides not to enter into a tenancy agreement before the deadline for agreement, the period of 7 days beginning with the date on which the landlord decides not to do so;

(b)where the landlord and tenant fail to enter into a tenancy agreement before the deadline for agreement, the period of 7 days beginning with the deadline for agreement.

Exceptions

6 Paragraph 3(a) does not apply if or to the extent that the amount of the deposit is applied, with the consent of the person by whom it was paid—

(a)towards the first payment of rent under the tenancy, or

(b)towards the payment of the tenancy deposit in respect of the tenancy.

7 If all or part of the amount of the deposit is applied in accordance with paragraph 6(b), the amount applied is treated for the purposes of section 213 of the Housing Act 2004 (requirements in connection with deposits) as having been received by the landlord on the date of the tenancy agreement.

8 Paragraph 3(b) or (c) does not apply if—

(a)the landlord is prohibited by section 22 of the Immigration Act 2014 (persons disqualified by immigration status) from granting a tenancy of the housing to the tenant,

(b)the landlord did not know, and could not reasonably have been expected to know, the prohibition applied before the deposit was accepted, and

(c) if the landlord has instructed a letting agent in relation to the proposed tenancy, the letting agent did not know, and could not reasonably have been expected to know, the prohibition applied before the deposit was accepted.

9 Paragraph 3(b) or (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.

10 Subject to paragraph 13, paragraph 3(c) does not apply if the tenant notifies the landlord or letting agent before the deadline for agreement that the tenant has decided not to enter into a tenancy agreement.

11 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.

12 Subject to paragraph 13, paragraph 3(c) does not apply where the deposit is paid to the letting agent if—

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

(b) the landlord takes all reasonable steps 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.

13 Paragraph 10, 11 or 12 does not apply (so that paragraph 3(c) does apply) if, before the deadline for agreement—

(a) the landlord or a letting agent instructed by the landlord in relation to the proposed tenancy breaches section 1 or 2 by imposing a requirement under

that section on the tenant or a person who is a relevant person in relation to the tenant, or

(b) the landlord or a letting agent instructed by the landlord in relation to the proposed tenancy behaves towards the tenant, or a person who is a relevant person in relation to the tenant, in such a way that it would be unreasonable to expect the tenant to enter into a tenancy agreement with the landlord.