

Complaint reference: PRSC116173

Proposed decision

Our early resolution stage was unsuccessful and in line with our Conditions of resolution this decision is the next step. The decision will consider:

- the statements from the parties
- all the evidence provided, even where it is not specifically referred to
- any relevant law, code of practice, industry best practice
- what is considered fair and reasonable, on balance

If both parties agree to this decision, it will be final, and the agent will need to comply.

Summary

Complainant: Haiam Belal

Agent: Property Genie Ltd

Award:

The agent is to:	a.	pay £9,000.00 rent	£9,000.00
	b.	pay £250.00 for distress and inconvenience	£250.00
	c.	provide a response to the landlord's offer of early termination of the tenancy within 10 days of the landlord's acceptance of the decision	
			Total £9,250.00

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Background

1. The complainant says:
 - a. rent has been delayed or not paid and there are arrears of £7,500.00
2. The agent says:
 - a. there is a company let agreement. They have been unable to pay the rent, due to issues at the property. The landlord never advised that there is an aggressive tenant upstairs
 - b. they have not been able to have quiet enjoyment as a tenant. People who have resided at the property had to move out and they have had to deal with complaints
3. To resolve this complaint the complainant would like the agent to:
 - a. pay rent arrears

Reasoning

Rent arrears

4. The claim concerns rent arrears for 22a Garthorne Road, London SE23 1EW ('the property'). The property was let under a Company Let Agreement ('CLA') dated 30 August 2024 between the complainant as landlord and the agent as tenant ('the agent'). The term of the CLA is 12 months commencing on 5 September 2024 to 4 September 2025 with rent of £1,500.00 pcm.
5. The terms of the CLA indicate a rent-to-rent arrangement. With rent-to-rent agreements the landlord agrees for the agent to have possession of the property and as noted in clause 3, allows the agent to sub-let to "Approved Occupier" and the agent pays rent to the landlord. The relationship is between the agent and the landlord. In this instance the landlord does not have a direct relationship with the sub tenants in the property.
6. In respect of the complaint raised, the landlord should be aware that the Property Redress is not a regulator and is unable to commence legal action or issue fines against an agent. The Property Redress is also unable to direct the agent on how to run their business or request them to undertake work to a property. However, it is within the authority of the Property Redress to decide whether the agent provided their service with due care and skill and with professional diligence.

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7. The landlord has provided emails sent to the agent between November 2024 to 21 February 2025 advising that rent is late or owing and offering the agent the opportunity for early termination. There is no evidence to support that the agent replied or considered the landlord's offers. On 14 arch 2024 the landlord issued a letter to the agent advising that the CLA will not be renewed.
8. Clause 4 of the CLA details the 'Rent and charges' to be paid by the agent. Based on the terms of the CLA, rent is due and should be paid by the agent. The landlord says that arrears have increased, and six months' rent is owed. In the absence of evidence from the agent that rent, and arrears have been paid to the landlord, **the agent to pay £9,000.00 rent to the landlord.**
9. The agent says that the landlord did not advise them of the tenant upstairs in the property. The agent has not provided any evidence of the action they took to end the agreement or resolve the issue with the landlord.
10. The landlord says that the issue with the first-floor tenant was raised on 22 August 2024 on the first visit. The landlord says they reported the upstairs tenant's loud music and so did the neighbour. The landlord has provided evidence that the issue was reported to Lewisham's Anti-Social Behaviour department and on 11 September 2024, the duty officer provided a diary sheet for completion. The diary sheet was then given to the agent to pass onto the new tenant.
11. In addition, the landlord received a letter dated 19 December 2024 from L&Q Neighbour Team Lead advising that the property was monitored, and the case will be closed as "*there have not been any recent reports from your household...*" The evidence shows that the landlord acted on the issue of the tenant upstairs.
12. The landlord has provided evidence to support that the agent was offered early termination and there is no evidence to indicate that the landlord received a response. The late and unpaid rent and failing to respond would have caused the landlord distress and inconvenience. The agent did not act with reasonable care and skill and has not fulfilled the contractual obligations to pay rent under the CLA. **The agent to provide a response to the landlord's offer of early termination of the tenancy within 10 days of the landlord's acceptance of the decision and pay £250.00 in compensation.**

Property Redress Case officer

Date: 10 June 2025

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More information

For what happens next	please read the email sent to you with this decision
For information on our compliance process	please refer to our guide Complying with our decisions in the resources section of our website
For other sources of help and advice	please refer to our guide Other places for help and advice in the resources section of our website

Some of the resources we use when making our decisions

When we make our decisions, we consider any relevant law, code of practice, industry best practice and what is considered fair and reasonable. Some examples are below.

Letting and estate agents	<ul style="list-style-type: none"> Guidance for Lettings Professionals on Consumer Protection Law (2014) consumer-protection-guidance-for-lettings-industry Private Rented Sector Code of Practice (2015) rics.private-rented-sector-code-1st-edition Tenant Fees Act 2019 Tenant Fees Act
Leasehold management	<ul style="list-style-type: none"> Service charge, residential management, and additional advice to landlords, leaseholders and agents rics.code-3rd-edition.2016
Consumer law	<ul style="list-style-type: none"> Digital Markets, Competition and Consumers Act 2024 DMCCA Part 4 Consumer rights and disputes Consumer Protection from Unfair Trading Regulations the CPRs 2008