

Terms & Conditions (Tenant) 2019 Version – England Only

Our amended T&C's take account of the **Tenant Fees Act 2019** which from the 1st June 2019 ban a landlord or letting agent from charging fees to tenants. However some fees and charges are allowed, so you should read this document carefully to be aware of the **"Permitted Fees"** and the circumstances in which they can legally be charged. If in doubt please contact us for clarification.

To secure a property following a viewing and to take it off the market, you need to pay a **holding deposit** which will be deducted from your moving in charges prior to moving in. The **holding deposit** is equivalent to one weeks rent. You will be advised of the amount payable upon applying for a tenancy, as each rent will vary.

Unless we (the parties) agree otherwise, there is a **15 day limit** in which to carry out reference checks, Right to Rent Checks, obtain any requested documents and draw up the Tenancy Agreement to be signed by both landlord/agent and tenant(s) within the 15 day limit. This is a legal requirement as set by the Ministry of Housing, Communities and Local Government. Any variation to this 15 day limit (as laid down in the **Tenant Fees Act 2019**) must be by written agreement. We will issue the necessary agreement should this be necessary for you to sign in order to extend this 15 day limit.

Should the landlord decide not to enter into a tenancy agreement the full holding deposit will be returned to the applicants. However if it is established that the applicant(s) do not have the **right to rent** in the UK and the landlord or their agent did not know and could not reasonably have expected to know this before the holding deposit was accepted a tenancy will not be granted and the holding deposit will not be refunded. (**"Permitted Fee"**).

If false or misleading information is provided by the applicant in consideration of the granting of a tenancy, then the tenancy will not be agreed and the holding deposit will not be refunded (**"Permitted Fee"**).

If the applicant notifies the landlord or letting agent within 15 days from receipt of the holding deposit that they do not wish to proceed with a tenancy, then the holding deposit will not be refunded (**"Permitted Fee"**).

Where the landlord or letting agent takes all reasonable steps to enter into a tenancy agreement, within 15 days from the receipt of the holding deposit, but the tenant fails to take all reasonable steps to enter into the agreement before that date the landlord or letting agent may decide to not grant a tenancy and not refund the holding deposit (**"Permitted Fee"**).

Where alterations to the tenancy are required, such as one tenant replacing another, a charge of £50 (inclusive VAT) will be made (for tenancies commencing after 1st June 2019). Should the process become more complicated (than usual) this charge may be increased to cover our reasonable costs. In this event will give you a breakdown of extra work involved to justify our increased fee.

We require a security deposit, equal to five week rents. This is paid to us before you move in and is transferred to our Deposit Scheme provider "The Deposit Protection Service (DPS)" whom are approved by the Ministry of Housing, Communities & Local Government. Your funds will be held by the DPS, who will contact you directly to confirm how to view your deposit and provide you with a unique personal reference ID number.

The loss of keys or any other security devices giving access to the property, if lost will incur a charge. This charge will reflect the reasonable cost of replacement keys/devices, taking into account our time and travelling expenses. Should it become necessary for you to use the services of a locksmith the costs incurred will become your responsibility should you have lost, misplaced or damaged your keys. Failure of a lock requiring the services of a locksmith will be the responsibility of the landlord, unless proven to be misuse by the tenant(s).

Failure to pay rent on time will result in a late payment charge of 3% over Bank of England base rate, calculated annually or the costs reasonably incurred by us on any amount of rent in arrears.

We require that rent is paid to us by “Standing Order” from a UK Bank account on the first day of each month. We do not accept payments by bank card, only by Standing Order or Bank Transfer (in the case of transmitting initial rent/deposit to us). Ongoing monthly rent must be paid by Standing Order.

For **students** securing accommodation in advance and for the next academic year are required to pay a “holding deposit”, equal to one weeks rent (monthly rent x 12 divided by 52 weeks). You are required to complete the application process, sign your tenancy agreement all within the 28 day time frame which commences from the day the “holding deposit” is paid to us. You will be expected to provide all the documents requested in time for us to prepare and execute a tenancy agreement where both landlord/agent and all tenant(s) have signed. **Failure to achieve this risk's you losing your holding deposit** and the property offered to other applicants.

The new law brought in by the present government (Tenant Fees Act 2019) states that a tenancy once applied for and the holding deposit paid must be completed with both landlord and tenant signing a tenancy agreement within a 15 day time frame. In the case of students we have extended this time limit to 28 days (by written agreement) which is permitted by law, provided both parties sign an agreement agreeing to the extension.