

# Tenant Fees

The Tenant Fees Act 2019 came into force on 1 June 2019. From that date it is illegal for letting agents to charge fees to tenants apart from a small number of exemptions that are referred to as 'permitted payments'.

Permitted payments are:

Utilities and council tax  
Holding deposits  
Security deposits  
Default fees  
Fees for changing a tenant or ending a tenancy early  
Lost keys  
Rent

## **Utilities & Council Tax**

This is the Tenant responsibility unless the property advert notes otherwise

## **Holding Deposits**

This is to reserve a property and equals 1 week rent. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, fail a Right-to-Rent check, provide materially significant false or misleading information, or fail to sign their tenancy agreement (and/or Deed of Guarantee) within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

## **Security Deposits**

Equal to one month's rent. This covers damages or defaults on the part of the tenant during the tenancy.

## **Default Fees**

## **UNPAID RENT**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

## **Fees for changing a tenant or ending a tenancy early**

### **VARIATION OF CONTRACT (TENANT'S REQUEST)**

£50 (Inc. VAT) for each agreed variation. To cover the costs associated with taking landlord's instructions as well as the preparation and execution of new legal documents, this includes any material change to the original agreement.

### **CHANGE OF SHARER (TENANT'S REQUEST)**

£50 (inc. VAT) per replacement tenant or any reasonable costs incurred if higher. To cover the costs associated with taking landlord's instructions, new tenant referencing and Right-to-Rent checks, deposit registration as well as the preparation and execution of new legal documents.

### **EARLY TERMINATION (TENANT'S REQUEST)**

Should the tenant wish to leave their contract early, they shall be liable to the landlord's costs in re-letting the property as well as all rent due under the tenancy until the start date of the replacement tenancy. These costs will be no more than the maximum amount of rent outstanding on the tenancy.

## **Lost Keys**

### **LOST KEY(S) OR OTHER SECURITY DEVICE(S)**

Tenants are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, and new lock and replacement keys for the tenant, landlord any other persons requiring keys will be charged to the tenant.

## **Rent**

Rent is charged monthly in advance at the advertised or agreed rate.