

# TENANT FEES ACT 2019

In accordance with the Tenant Fees Act 2019, the only payments that can be charged in connection with a tenancy are: -

- a) Rent
- b) Refundable Tenancy Deposit capped at no more than five weeks' rent where the annual rent is less than £50,000, or six weeks' rent where the total annual rent is £50,000 or above
- c) Refundable Holding Deposit capped at no more than one week's rent\*
- d) Payments to change the tenancy when requested by the Tenant, capped at £50, or reasonable costs incurred if higher
- e) Payments associated with early termination of the tenancy, when requested by the Tenant
- f) Payments in respect of utilities, communication services, TV licence and council tax; and
- g) Default Fee for late payment of rent and replacement of a lost key/security device, where required under a tenancy agreement

**\*NOTE:** A Holding Deposit will be taken and not refunded if an Applicant provides false or misleading information which reasonably affects the Landlord's and/or Landlord's Agent's decision to let the property to them (ie calls into question their suitability as a Tenant, this can include their behaviour in providing the false or misleading information), they fail a Right to Rent Check, fail a Sanctions Check, withdraw from the proposed agreement (decide not to rent) or fail to take all reasonable steps to enter an agreement (ie responding to reasonable requests for information required to progress the agreement) when the Landlord and/or Landlord's Agent has done so. Where a Holding Deposit is retained, the reason will be set out in writing, giving the reason for this within 7 days of deciding not to enter the agreement or the 'Deadline for Agreement'.

The Holding Deposit will be refunded when the Landlord decides not to rent the property, an agreement is not reached before the 'Deadline for Agreement' (and the Tenant is not at fault), or if a requirement is imposed that breaches the ban and/or act in such a way that it would be unreasonable to expect a Tenant to enter into a tenancy agreement (ie including unfair terms in a tenancy agreement or harassment etc).

The 'Deadline for Agreement' for both parties is usually 15 days after a Holding Deposit has been received by a Landlord or Agent (unless otherwise agreed in writing).

**Choice Lettings are unable to forward any completed reference applications until signed acceptance of the above terms and the Holding Deposit are received. Until then, the property will continue to be marketed in the usual way.**