

## FEES PAYABLE BY TENANTS

**Holding Deposit:** The equivalent of 1 weeks rent will be taken prior to references being applied for. If references are successful, the holding deposit will be used as part payment towards the first months rent or deposit (or refunded if required although the full rent/deposit will still be payable). The holding fee will be refunded in full within 7 days if: the tenancy agreement is signed, the landlord decides to withdraw from the proposed tenancy or the agreed deadline for the agreement passes without the tenancy agreement being signed and no new deadline is agreed in writing. The holding fee will not be refunded if: the tenant provides false or misleading information on their application (please see referencing criteria for more details), fails the "Right to Rent" check, withdraws from the property (unless the landlord has acted in such a way that the tenant couldn't reasonably be expected to proceed with the tenancy) or fails to take all reasonable steps to enter into the tenancy agreement. Holding fees are not transferrable from one property to a another. You will be notified in writing within 7 days or by the agreed tenancy start deadline (whichever is the sooner) if your application has been unsuccessful and the reasons why. The holding fee will be refunded by bank transfer, regardless of how it was paid. Company Applications are £500 plus VAT, with a check-out fee of £100 plus VAT.

**Tenancy Deposit:** Upon signing the tenancy, you will pay a deposit equivalent to 5 weeks rent (6 weeks if the annual rent is £50,000 or above). This will normally be protected in The Deposit Protection Service (The DPS) tenancy deposit scheme (you will be notified in writing if a different scheme is used by the landlord of the property you have chosen) and confirmation of this will be sent to you after the tenancy has started. The deposit must be cleared before the tenancy can begin. Credit cards not accepted. Rent: One month's rent must be paid in cleared funds before the tenancy can begin. Attempting to pay the first month's rent by personal cheque or credit card on the day you move-in will result in a delay whilst the cheque clears or you pay in cleared funds. Credit cards not accepted.

**Utilities:** The tenant is responsible for the payment of all utilities used at the property during the tenancy, including communication services and television licence. If any utilities are included in the rent, this will be stated in the tenancy agreement and the tenant made aware. Only the reasonable costs incurred will be charged to the tenant if payable within the rent.

**Additional Permitted Fees:** Interest charged on late rent payments: if the rent is more than 14 days late, interest will be payable from the day the rent became due until the day it is paid. You will be charged interest at 3% above the current rate of interest as set by the Bank of England on the day the rent became due.

**Changes to the tenancy agreement:** If the tenant requests a change to the tenancy agreement (e.g add/removal of a tenant), a fee of £50 inc VAT is payable.

**Loss of keys/security device:** If the tenant requires replacement keys due to not having the keys provided to them at the start of the tenancy agreement, the cost of replacement will be paid by the tenant. If the keys have been lost and therefore there is a potential security risk, the tenant will pay the costs of the lock being changed. If a "fob" has been provided to the tenant for use with a security alarm/garage/door/bollard etc, the costs of its replacement will be payable by the tenant if it is lost/damaged/stolen.

**Early termination:** if the tenant requests an early termination of the tenancy either during the fixed term or in lieu of the correct notice in a statutory periodic (rolling) tenancy, the tenant will pay for any reasonable loss to the landlord/agent for the termination of the tenancy agreement.



# REFERENCING CRITERIA

## All applicants must:

Be 18 years or over.

Must be able to provide photographic I.D (valid passport/EU identity card/Full UK driving license) and proof of current address (utility bill/bank statement less than 3 months old). These documents are necessary for the "Right to Rent" check and must be provided before the tenancy can commence. If the tenant pays the holding fee and is unable to provide these documents, **the holding fee is not refundable.**

As a household, be able to cover the annual rental commitment 2½ times (monthly rent x 12 x 2.5). This can be a combination of salary and additional income such as pensions or Universal Credits. If the tenant declares an amount equal to or higher than 2½ times, but the references confirm lower, **the reference will fail and the holding fee is not refundable.**

Be in continuous full-time employment or be self-employed for at least 3 years and be able to provide accountants details or sa302 forms. If the employment is found to not be secure or the confirmed income from an accountant not high enough, **the reference will fail and the holding fee is not refundable.**

Be able to provide proof of independent means by way of pension administrator or bank statements. Failure to provide these documents will fail the reference and **the holding fee is not refundable.**

Have a good credit rating. Any CCJ's or similar adverse credit history, including bankruptcies must be declared. Any undisclosed bad credit (whether the applicant is aware of it or not), will result in automatic failure and **the holding fee is not refundable.**

If currently renting, be able to provide landlord and/or letting agent details. If the previous landlord/agent provides a bad reference, **the holding fee is not refundable.**

## In brief, applicants will automatically fail if and not limited to:

- Their application is found to be untruthful.
- Their identity cannot be confirmed (Right To Rent check fails).
- They have unsatisfied bad credit or undisclosed bad credit is found.
- Their credit rating is poor.
- Their household income to rent ratio is 2.5 times the annual rent or below.
- They are given a bad landlords reference.

We will review your application before taking the holding fee, but we can only base our decision to proceed with your application using the information you have provided. A third-party referencing agency will be used to complete your reference and we will be bound to stand by their decision. If we have reason to believe a guarantor is needed before proceeding with your application, this will be discussed with the landlord. Not all landlords will accept a guarantor. If the landlord agrees to having a guarantor, then the following criteria will apply:

## Applicants will require a Guarantor, subject to the landlord's agreement, if and not limited to:

- Employment is deemed to be unsecure.
- They have declared satisfied CCJ's or your credit rating is not high enough to pass.
- Their income to rent ratio falls between 1.5 and 2.4 times the annual rent.
- They have been self-employed for less than 3 years or cannot provide 3 years sa302 forms.

## Guarantors must:

- Pass the same criteria as a normal tenant.
- Be able to cover the annual rental commitment 3 times. The reference will fail if their income falls below this and **the holding fee is not refundable.**

Any failure on the guarantor reference will mean the reference will fail overall and **the holding fee is not refundable.**

Edward Knight Estate Agents are members of The Property Ombudsman redress scheme and have client money protection with Client Money Protect (CMP).

