

# Harpers & Co

Residential & Commercial Estate Agents

## Changes to legislation

### **The Tenants Fee Act 2019 Explained**

***Under the Tenant Fees Act 2019 you will not have to pay us as Agent any fees or charges other than those which we will detail below.***

Once a landlord has accepted in principle to start an application, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. The following information explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded.

#### **Holding Deposit Payment**

It is a condition that once the holding deposit has been paid, it will be deducted from the first month's rent upon the moving in day. The move in date must be within 15 days of the holding deposit being paid, unless otherwise agreed.

The holding deposit is not refundable for the following reasons:

- If at any time you decide not to proceed with the application after the holding deposit has been paid.
- Failure to move in within 15 days of the date on this application, unless otherwise agreed.
- Provide us with false, misleading or incorrect information as part of your tenancy application.
- Unsatisfactory credit check(s) or reference(s).
- Failure of any of the checks which the Landlord is required to undertake under the Immigration Act 2014.

However, if the Landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our Landlord, then your holding deposit will be credited to the first months' rent due under that tenancy.

Where, for whatever reason, your holding deposit is neither refunded nor credited against any rental liability, you will be provided with written reasons for your holding deposit not being repaid within 7 days.

### ***More important information....***

#### **Immigration Act 2014**

This act means checks must be carried out. You must provide us with documentation which shows that you have a legal right to rent in the UK. In order to meet the legal requirements you must provide us with various documents. **Please visit the here for more information :**

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/573057/6\\_1193\\_HO\\_NH\\_Right-to-Rent-Guidance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/573057/6_1193_HO_NH_Right-to-Rent-Guidance.pdf)

**Please note that should the right to rent checks fail, then by law we will be unable to allow the tenancy to commence and the deposit which you paid will not be returned.**

### ***Checks undertaken by us as Agent***

*Estate Agents Commercial Agents Lettings Chartered Surveyors Valuers Insurance*

**Open 6 days a week**

Harpers House, 8 Bexley High Street, Bexley, DA5 1AD

Tel: 01322 524425 Fax: 01322 559500

www.harpersandco.com info@harpersandco.com

VAT No 277 115 008

## **Full information & check affordability**

Please ensure when applying and paying your holding deposit that you provide full, truthful information and check with the local agent regarding affordability. The results of your references may affect our clients' acceptance of your offer.

## **Referencing Criteria**

You will be asked to give references to your prospective landlord so as to demonstrate your ability to pay the agreed rent and to confirm that you have effected payment of your rent in the past without any problems. Harpers & Co. use a third party referencing provider so as to ensure that the checks undertaken are unbiased and also to ensure the accuracy of the information that we collect.

The income to rent calculation is worked out by multiplying the monthly rent for the property by 30. For example, if the monthly rent is £1,000.00 then the combined annual income of the referenced tenants would need to be at least £30,000.00 Per annum in confirmed income.

## **Using a Guarantor**

If you do not meet the referencing criteria detailed above, you will be required to either supply a guarantor or make a payment in advance for the full term of the tenancy. When a guarantor is required, they will need to pass the same referencing criteria but will be expected to demonstrate a higher income to rent ratio. This figure is obtained by calculating the monthly rent by 36. All guarantors are subject to approval of the landlord.

## **Subject to satisfactory references**

The completion and submission of an application does not guarantee the offer of a tenancy. This is subject to satisfactory references being provided and is at the Landlord's discretion.

### ***Are tenants liable for any more payments?***

## **Interest on late rental payments**

Late rental payment interest is fixed at 3% above the Bank of England base rate. This can only be levied after 14 days worth of arrears. Please note that any late payment will be backdated.

## **Amending your AST**

Any alterations to existing assured short hold tenancy (AST) agreement will be charged at £50.00. This figure is capped so you should never be charged more than this to make an amendment.

## **Lost Keys**

Should you lose the keys to your property, you will be charged to replace them. The amount that you are charged will simply be what we are charged by key-cutters to effect this replacement.

## **Check in & Check out**

A comprehensive inventory will be undertaken by us as Agent prior to tenants moving into and out of the property. Should the property sustain any damage during the course of the tenancy, this should be reported immediately by the tenant. Any discrepancies will be highlighted during the checkout inventory should this not have been actioned appropriately. The assured short hold tenancy (AST) agreement will outline the obligations of both parties with respect to obligations r.e. repairs.

## **Concerns over your credit history?**

If you have any concerns over your credit history, please speak with us at Harpers & Co. to see if other options are available to you. Please note that if you do not meet the referencing criteria, you may have the option to pay the rent in advance – subject to agreement by the Landlord.

***We at Harpers & Co. strive to provide you with outstanding service at all times. We believe that it is important that you know your legal rights, and you should feel free to seek independent legal advice before signing any document which we might put before you.***