

Holding Deposit Agreement / Receipt and Tenancy Deposit Details

To: (Prospective Tenant/s)

From (Landlord/Agent)

The Property address & description:

This property is to be let, subject to contract and satisfactory checks and references for an initial fixed term of: []

The Rental Amount is £ [] per [] payable in advance.

An Administration Fee of £ [] will be required for this tenancy.

A Holding Deposit of £ [] is being taken for which this document represents a receipt:

- The property will be removed from the letting market in favour of this prospective tenant and held for a maximum period of [] days.
- Where the prospective tenant fails to progress the tenancy, or gives false or misleading information, an appropriate amount for the landlord's justifiable costs / losses will be deducted from the holding deposit.
- Where the landlord rejects the tenant based on the results of credit checks, referencing or other vetting information, the holding deposit will be refunded in full.
- Where the landlord fails to progress the tenancy for reasons other than those stated above the holding deposit will be returned in full and appropriate compensation for any losses paid to the tenant.
- The holding deposit will be credited to the damage deposit and/or rent on completion of the letting agreement.

Tenancy Damage Deposit

- 1 A damage deposit [will] [will not] be required for this tenancy.
- 2 Where the tenancy is an Assured Shorthold Tenancy (AST) any damage deposit received will be protected independently by one of the three government approved schemes within 30 days or receipt.

- 3 The statutory information regarding the deposit (in compliance with s213 Housing Act 2004) will be served on the tenant (or the person providing the deposit) within 30 days of the first and any renewal tenancy, including if the tenancy becomes a statutory periodic tenancy.
- 4 Where a guarantor is involved all information and developments relating to the tenancy supplied to the tenant will be also be supplied to the guarantor.

Prospective tenants should be aware that:

- *The checks and references will be carried out using an approved credit reference agency in strictest confidence and on the basis of information supplied in the Tenancy Application Form*
- *All personal information supplied to the Landlord or Agent will be kept secure at all times and will be permanently and securely destroyed when no longer required as per the principles of the Data Protection Act 1998.*
- *Deposits will be returned in full at the end of the tenancy period subject to the rules of any deposit protection scheme used and normal wear and tear. However, damage, cleaning and rubbish removal could result in deductions or claims for deductions from the damage deposit.*
- *The rental amount agreed must be paid in full and on-time as agreed up to and including the final period of the tenancy.*
- *By signing the tenancy agreement the tenant commits to paying rent for the full fixed term of the tenancy.*
- *False statements made could result in early termination of a tenancy under ground 17 of the Housing Act 1998*

I confirm that I have read and fully understand the implications and requirements of this agreement.

Signed:

(Prospective Tenant/s)

Signed: (Landlord/Agent)

Date:

References:

- *Housing Acts 1988, 1996 & 2004*
- *Data Protection Act 1998*
- *Guidance on unfair terms in tenancy agreements - Competition and Markets Authority (CMA)*