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TENANT PERMITTED PAYMENTS & SCHEDULE OF FEES JUNE 2019

These are the fees we are entitled to charge you under the Tenant Fees Act 2019 and apply to all assured shorthold tenancies signed after 1st June 2019.

HOLDING DEPOSIT (per tenancy)

A **holding deposit** equal to one week's rent will be payable at the time of application to reserve the property and will be held by us for a period of 15 days unless we agree otherwise. At the end of the 15-day period (or longer as we may agree) the deposit will be refunded to you or be offset against your rent or deposit as agreed unless any of the proposed tenants or guarantors:

- Changes their mind and withdraws their application; or
- Provides significant incorrect or misleading information which makes a material difference to whether the landlord would have accepted your application for the tenancy (for example if you have not declared a poor credit history or have overstated your earnings); or
- Fails a Right-to-Rent check; or
- Despite our best efforts we are unable to obtain complete the reference checks required within 15 days of your application being submitted; or
- Fails to sign the tenancy documents or pay the deposit and/or advance rental payments required within the timescale we have agreed with you.

PERMITTED PAYMENTS

Tenancy amendment charge – Where an amendment can be made to the existing Tenancy Agreement

There is no obligation on the Landlord to agree to a mid-term amendment to the tenancy. Amendments to the tenancy agreement where agreed will be charged at a cost not to exceed £50.00 per amendment.

Tenancy amendment charge – Where a new Tenancy Agreement is required

There is no obligation on the Landlord to agree to a mid-term amendment to the tenancy. Where a change to the tenancy is agreed that results in a new tenancy agreement being required (eg: a change to the tenants) then costs for this will exceed those of a simple tenancy amendment as this work will normally require the existing tenancy to be legally ended and a new tenancy to be granted. As each case will vary in its complexity the agent will provide the tenant with the costs that will be incurred on a case-by-case basis.

Replacement Keys or Assistance with Access

The tenant will be liable for the cost of replacing any keys or other security devices that they lose or damage during the tenancy. If the locks need to be changed because of your actions you will be responsible for the locksmith's costs together with the cost of the new lock and replacement keys, including replacing any keys held by the landlord or the agent. If the agent's time is required this will be charged at £15.00 per hour. Visits by the agent to enable the tenant to gain access to the property using the pass-keys will be charged at time spent at £15.00 per hour for call-outs within normal office hours (9am – 5pm Monday-Friday) + travel costs at 45p per mile. Replacement key cutting will be charged at cost plus the agent's time for organising works required and bank charges for the processing of any payments to third parties where the agent has to arrange the key cutting and payment for you. After hours or weekend call-outs will require you to arrange for a locksmith to attend the property at your own expense.

Interest on unpaid rent

The tenancy agreement allows the landlord to charge the tenant interest for any rent unpaid. Overdue rent will be subject to interest at the rate of Bank of England base rate + 3% per annum calculated on a daily rate from the date the payment was first overdue up until the date the payment is received. The charge will be applied once the payment is 15 days in arrears.

BREACHES OF TENANCY – CONTRACTUAL DAMAGES

The Tenant Fees Act 2019 does not affect our right to claim reasonable compensation from you where you have breached the terms of the tenancy agreement or where you have requested that we undertake work that was your responsibility under the contract on your behalf. This charge will reflect the time and work incurred. This list is not exclusive but some common examples include:

Late rental payments

Non-payment of rent on the due date is considered to be a breach of tenancy.

If the rent remains unpaid after 7 days of the due date

If rent has not been received from the Tenant within 7 days of the due date a 7 day overdue rent demand letter will be sent and this breach of the tenancy will be noted on your file.

If the rent remains unpaid after 14 days

If the rent still remains unpaid at 14 days after the due date the rent will be considered to be seriously in arrears. A 14 day overdue rent demand letter will be sent and this breach of the tenancy will be noted on your file. The Tenant will incur bank interest on the overdue rent.

If the rent remains unpaid 21 days after the due date

If the rent remains unpaid at 21 days after the due date a 21 day overdue rent demand letter will be sent and this breach of the tenancy will be noted on your file. Bank interest will continue to accrue and your Landlord will be advised to consult a solicitor with regard to starting proceedings to regain possession of the property. The Tenant will be required to pay to the Landlord any costs awarded by the Courts.

If tenants have any difficulty with the payment of rent they are strongly advised to stay in contact with Housewise Lettings as this will minimize your costs and it may well be possible for all parties to come to an amicable agreement without the need to resort to litigation.

Returned cheques / bank payments

The Tenant will be required to pay all bank charges incurred for any payments made that are returned, refused, or required to be represented by the bank.

Return of overpaid rent at the end of the tenancy

Bank costs for returning monies overpaid at the end of the tenancy (eg: where the tenant has forgotten to cancel their standing order payment) are payable by the tenant.

Costs incurred for missed appointments

Where the tenant has agreed to a visit being made to the property and are then not available to give access to the property at the agreed time and date, the tenant will be in breach of contract so will be liable for the reasonable costs incurred for any cancelled call-out charge made by a third-party contractor and the time spent by the agent in re-visiting the property or re-organising the works arranged.

End of tenancy cleaning, gardening etc (if required)

Work required to return the property to the same clean condition as at the start of the tenancy. At cost plus payment for the agent's time for organising works required and bank charges for the processing of payments to third parties.

Replacement documents

Replacement copies of documents previously provided (eg: tenancy agreement, check-in inventory, deposit protection certificate etc) will be charged at a cost which reflects any printing and postage costs incurred and the agent's time at £15.00 per hour.

NON-HOUSING ACT TENANCIES

For tenancies that do not fall under the Housing Act (eg: where the tenancy is being agreed with a Company) a fee of £250.00 will be payable by the Company. 50% payable on application, 50% on the granting of the tenancy. If a Director's Deed of Guarantee is required the charge for this of £75.00 will be payable by the Tenant, not the Landlord.