



Irving and Sons operates in accordance with the Tenant Fees Act 2019. Information regarding deposits and permitted payments are detailed below:

- Holding Deposit - Equivalent to 1 week's rent
- Security Deposit - Equivalent to 5 weeks' rent
- Rent is payable in advance monthly by direct debit which is to be set up by the tenant.

Agent note: By law we are no longer permitted to accept higher deposits from tenants with pets however, a higher rent maybe charged and if so, this will be made clear to prospective tenants at the earliest opportunity.

In accordance with the Tenants Fee Act 2019, please see below other fees which can be chargeable to tenants:

- Changes/amendments to tenancy agreements or to the terms of the Tenancy - £60 including VAT.
- Lost key/replacement keys or other security items – Cost dependant on the item required.
- Early termination fee – This is calculated following a request from the tenant for the tenancy to be terminated early. The tenants making the request are liable to cover all the Landlords costs and expenses in order to secure a replacement tenant. The existing tenant remains fully liable for rent, utilities and all expenses until a new tenancy commences.

Holding Deposits Explained

Clients' monies are protected by the Propertymark Client Money Protection Scheme and we are also members of the Property Ombudsman Redress Scheme.

Once the initial application form has been completed and returned to Irving and Sons, a member of our lettings team will review and submit the information to the landlord. Once consent has been gained from the landlord to proceed with a tenant's application, a member of our team will request of the holding fee.

Please note that the property cannot be reserved until such time as we have requested and received the holding fee.

Failure of the applicant to disclose to the agent, or 3rd party referencing company, any relevant information regarding the applicants ability to proceed or financial situation during the application process or if at some stage of the referencing process it becomes apparent that the potential tenants have provided false or misleading information, the potential tenant and any joint applicants will automatically fail the referencing process and their holding deposit will be retained by the letting agent/landlord, as permitted by the Tenants Fees Act 2019.

Once we have received the holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or, a longer period as might be agreed.

If at any time you decide not to proceed with the tenancy, then your holding deposit will be retained by the agent. If during that period the applicant unreasonably delays in responding to any reasonable request made by our company, or if it turns out that the applicant has provided the agent with false or misleading information as part of your tenancy application or, if the tenant fails any of the checks which the landlord is required to undertake under the Immigration Act 2014, then your holding deposit will not be returned and will be retained by the agent and your landlord.

Should the landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days.

The applicants holding deposit will be credited towards the first month's 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.

You will not be asked to pay any fees or charges in connection with your application for a tenancy. However, if your application is successful under our standard assured shorthold tenancy agreement, you will be required to pay certain fees for any breach of that tenancy agreement in line with the Tenant Fees Act 2019. In consideration of us processing your tenant application, you agree to pay those fees to us on request.