

# Contract-holders scale of charges (Wales)

BOWEN

SINCE 1862

## Contract-holders scale of charges

**Payments permitted under the Renting Homes (Fees Etc.) (Wales) Act 2019 by Tenants or Contract-holders under a Tenancy or occupation contract.**

### **Rent**

Payable monthly in advance (unless agreed otherwise).

### **Default fee for late payment of rent**

The prescribed limit in the case of a failure by a contract-holder to make a payment of rent to a landlord by the due date is to be determined as follows:

a/ In the case of a failure to make a payment of rent before the end of the period of seven days beginning with the due date, the prescribed limit is zero.

b/ In the case of a failure to make a payment of rent after the end of the period of seven days beginning with the due date, the prescribed limit is the aggregate of the amounts found by applying, in relation to each day after the due date for which the rent remains unpaid, an annual percentage rate of three percent above the Bank of England base rate to the amount of rent remains unpaid at the end of that day.

### **Deposit**

Payable before the start of the Tenancy and held under a Government approved scheme for the duration of the agreement. It will be repaid in full provided all obligations have been fulfilled.

### **Holding deposit**

Equivalent to one week's rent (as statutorily prescribed). This will be withheld if any relevant person (including any guarantor(s)) withdraws from the Tenancy, provides materially significant false or misleading information, or fails to sign their Tenancy (and/or guarantor agreement) within the Deadline for Agreement where one has been mutually agreed in writing, or 15 calendar days if there is no Deadline for Agreement.

### **Default payments**

If the Tenant breaches any of the requirements of the agreement, the Tenant may be liable to pay the Landlord for any losses incurred as a result of: a failure by the Tenant to make a payment by the due date to the Landlord or, a breach by the Tenant of a term of the contract, both subject to any statutorily prescribed limit.

The losses the Landlord may claim may include, damages, costs, charges, and expenses incurred as a result of the breach, that the Landlord was unable to mitigate, to put the Landlord back in the

same position as if the Tenant had not breached the agreement.

### **Council Tax**

Payable to the billing authority, if the Tenant is liable.

### **Utilities**

Including water, sewerage, gas (or other heating fuel) and electricity including any Green Deal costs) payable in respect of the Property, and if required in the Tenancy. This may be payable to the Landlord or to the utility provider.

### **Television licence**

Payable if the Tenant is contractually required to make a payment to the British Broadcasting Corporation.

### **Communication services**

Payable to a provider of: internet, cable or satellite television, telephone services, other than mobile, if the payment is contractually required.

### **Loss of keys or other security device**

The actual costs, as evidenced by invoice or receipt, related to a breach of contract leading to the requirement for a lock to be added or replaced or a key or other security device giving access to the Property to be replaced.

### **Missed appointments**

Losses, as evidenced by invoice or receipt, suffered by the Landlord if the Tenant fails to attend appointments agreed by the Tenant and arranged by the Letting Agent or Landlord for contractors or others to attend or to carry out work at the Property.

### **Damage to the Property**

The Tenant will be liable for any losses, as evidenced by invoice or receipt, from damage to the Property caused by the activity, or failure to act, by the Tenant or their guests.

### **Replacement Statement**

Where the contract-holder requests a replacement written statement the legislation allows for this to be charged for. A charge cannot be made for the original statement, only where a duplicate is requested.

### **Emergency/out of hours call-out fees**

Any losses or additional losses suffered by the Landlord, as evidenced by invoice or receipt, as a result of the Tenant arranging an emergency, out of hours contractor call-out where the work was

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not an emergency or the works were required as a result of the Tenant's actions.

Charges to Tenants inclusive of VAT (\*\*where applicable):

- |                                                 |                   |
|-------------------------------------------------|-------------------|
| 1) Credit/Referencing                           | £60 per Tenant    |
| 2) Tenancy drafting                             | £240 per Property |
| 3) Check in inventory                           | £90               |
| 4) Check out inventory                          | £90               |
| 5) Tenancy renewal                              | £240 per Property |
| 6) New reference                                | £60 per Tenant    |
| 7) Guarantor referencing                        | £60 per Tenant    |
| 8) Provision of a replacement written statement | £50 per request   |

**\*\*NB Tenant fees do not apply to contract-holders of occupation contracts but may apply for other Tenancy types, such as company lets.**

## Requirement for a Guarantor

In some circumstances we may require that the Prospective Tenant is able to offer a Guarantor. This may be because: e.g. the Tenant is student; the tenant has a poor credit history; the Tenant's income is not sufficient to cover the rent and other outgoings.

In order for someone to qualify as a Guarantor they must: be a resident in the United Kingdom; be a homeowner in the United Kingdom; have a clean credit history; must earn at least 3x times the monthly rent

The Guarantor will: have to be referenced and credit checked; provide proof of ID and residence.

The extent of the Guarantor's liability is expressed in: the Guarantor clause and sub clauses in the occupation contract; the Guarantor deed; the Guarantor agreement.

Bowen is a member of and covered by the RICS Client Money Protection and all deposits are protected by TDS (The dispute Service Limited). Bowen is also a member of PRS (Property Redress Scheme) and licensed with Rent Smart Wales. Bowen is committed to protecting and processing your personal data in accordance with General Data Protection Regulations and the Data Protection Act 2018. Our applicant privacy notices are available upon request from our offices or via email to [admin@bowen.uk.com](mailto:admin@bowen.uk.com). A copy of our clients' complaint procedure and equality policy are available on our website or by request.