Scale of Charges – Tenant (England)



Tenants scale of charges

Payments permitted under the Tenant Fees Act 2019 by Tenants or under a relevant Housing Act 1988 tenancy.

Rent

Payable monthly in advance (unless agreed otherwise).

Default fee for late payment of rent

Rental payments overdue by more than 14 days will be subject to interest at an annual percentage rate at 3% over the Bank of England Base Rate calculated from the date the payment was due up until the date payment is received.

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. The deposit will be subject to a maximum of five weeks' rent for an annual rent of up to £50,000 and a maximum six weeks' rent for an annual rent over £50,000.

Holding deposit

Equivalent to one week's rent (as statutorily prescribed). This will be withheld if the Tenant does not have the correct right to rent, if any 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 tenancy, 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 agreement. This may be payable to the Landlord or to the utility provider.

Television licence

Payable to the Landlord or the British Broadcasting Corporation, as required in the tenancy agreement.

Communication services

Payable to a provider of: internet, cable or satellite television, telephone services, other than mobile, as required in the tenancy agreement.

Loss of keys or other security device

The actual costs, as evidenced by invoice or receipt, related to a breach of tenancy 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.

Avoidable, accidental or purposeful damage to the Property

The Tenant will be liable for any losses, as evidenced by invoice or receipt, suffered by the Landlord as a result of neglect or willful behaviour by the Tenant or their guests resulting in damage to the Property.

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

Pet Insurance

Where permitted, the reasonable cost of the Landlord having insurance where the Landlord consents to keeping of a pet, or, if the Landlord agrees the Tenant maintains a pet insurance policy.

Landlord Agency Agreement (England)



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

**NB Tenant fees do not apply to tenants of some Housing Act 1988 tenancies 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 tenancy agreement; 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. A copy of our clients' complaint procedure and equality policy are available on our website or by request.