

# **CONTRACT HOLDER(S) FEES & COSTS**

Before your Contract Holder(s) application can be fully considered, you will need to pay to us a Holding Deposit equivalent to one weeks' rent for the property you are interested in. This is to reserve the property subject to contract, whilst referencing and other checks are carried out.

**Please note:** This will be withheld if any relevant person (including any guarantor(s)) withdraw from the contract application, provide materially significant false or misleading information, or fail to sign the Occupation Contract and/or Deed of Guarantee within 15 calendar days, or other deadline mutually agreed in writing.

However, if the Landlord decides not to offer you a contract for reasons unconnected with the above then your deposit will be refunded within seven days. Should you be offered, and you accept an Occupation Contract with the Landlord then your Holding Deposit will be credited to the first month's rent due under the Occupation Contract.

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 seven days.

You will not be asked to pay any fees or charges in connection with your application for an Occupation Contract. However, if your application is successful under our Standard Fixed Term Occupation contract, you may be required to pay certain fees for any breach of that contract in line with the Renting Homes (Fees etc.) (Wales) Act 2019.

The Renting Homes (Fees etc) (Wales) Act 2019 permits certain fees/charges to be made where a Contract Holder(s) has defaulted on or breached their obligations under their Occupation Contract.

**Default Fee for Late Payment** – A fee will be charged if the Contract Holder(s) default or, are late paying, the agreed rent. This fee is chargeable after 7 days rent arrears calculated on the interest at 3% above the Bank of England base rate for each day that the payment is outstanding.

**Loss of Key or other Security Device** – Contract Holder(s) are responsible for ensuring the safe keeping of the keys and safety devices. A fee will be charged to cover the cost of replacing a key or security device lost or mislaid by the contract holder(s). This charge will vary depending on the type of key, lock or device that has to be replaced (e.g. electronic devices, fobs, special security keys/locks). The actual cost incurred will be passed on to the Contract Holder(s).

**Payment on Termination of a Contract** – Where a contract holder(s) wants to leave a contract early, the landlord is entitled to charge the contract holder(s) an early termination fee such as the landlord's costs to re-let the property and any outstanding rent until a new contract holder(s) moves in.

**Missed appointments** – Where arrangements have been made with a Contract Holder(s) for a contractor to carry out remedial work at a property, and the Contract Holder(s) subsequently refuses the contractor entry to the property or is not at home to allow entry resulting in charges to the landlord, then the actual costs incurred will be passed on to the Contract Holder(s).

**Avoidable or purposeful damage to property** – Contract Holders will be held responsible for avoidable or purposeful damage to the property caused by themselves or their guests. Where damage to the property is caused by neglect or careless or wilful behaviour by the contract holder(s) or their guests, the actual cost of the repairs incurred will be passed on to the Contract Holder(s).

**Emergency/out of hours call-out charges** – Contract Holders will be held responsible for avoidable or purposeful damage to the property caused by themselves or their guests. Where a landlord or their agent arranges for someone to attend the contract holder(s) property out-of-hours at the request of the Contract Holder(s), such as a locksmith or an emergency glazier, due to loss or damage caused by the Contract Holder(s) or their guests, then the actual costs incurred will be charged to the Contract Holder(s).

**End of Contract Clearance** – When vacating the property, all personal items and rubbish must be removed. Rubbish should be disposed of in the correct bins provided. Any fines and costs incurred by the landlord because of the contract holder(s)' failure to carry out the clearance compliantly will be passed on to the contract holder(s).

