

Holding Deposit Agreement and Receipt

PROSPECTIVE LANDLORD DETAILS

Name of Prospective

Landlord(s)

Address

Email / Telephone

PROSPECTIVE TENANCY DETAILS

Property Address

Proposed Rent (*per month*)

Proposed Start Date

PAYER DETAILS

Name of Payer

Address

Telephone and fax

Email

Is payer prospective tenant?
(*tick as appropriate*)

If payer is NOT prospective tenant, enter relationship to prospective tenant (*e.g. parent, friend, charity etc*)

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<input type="checkbox"/>	<input type="checkbox"/>

HOLDING DEPOSIT DETAILS

Holding Deposit PAID
*(must be max 1 weeks rent
calculated by annual rent / 52)*

**Date Holding Deposit
Receive**

£
by* card / bank transfer

DEADLINE FOR AGREEMENT

Under the Tenant Fees Act, the default "deadline for agreement" date is the fifteenth day from when the landlord or letting agent receives the holding deposit. But the landlord or agent may agree with the *tenant* in writing that a different day is to be the deadline for agreement. *Only enter below if the prospective tenant has paid the holding deposit and is signing this form.*

Deadline for Agreement Date *(if left blank or N/A, default 15 days applies)*

AGREEMENT

- 1. Any prospective tenancy is subject to contract until a written tenancy agreement has been signed by all parties.
- 2. If the deadline for agreement has been changed in the box above, the tenant agrees that this different day is to be the deadline for agreement for the purposes of Schedule 2, Tenant Fees Act 2019.
- 3. The holding deposit is accepted to hold the property for the prospective tenant whilst the prospective landlord (or their agent) carries out tenancy assessment checks and references etc.
- 4. The payer agrees, if a tenancy is granted, the holding deposit may be used towards the payment of the tenancy deposit in respect of the tenancy or, towards the first payment of rent under the tenancy.
- 5. If the landlord decides not to enter into a tenancy agreement or, the landlord and the tenant fail to enter into a tenancy agreement before the deadline for agreement, the holding deposit will be repaid in full unless any of the reasons below apply in which case, the holding deposit will be retained by the landlord or agent:
 - A. The landlord is prohibited by section 22 of the Immigration Act 2014 (persons disqualified by immigration status) from granting a tenancy of the housing to the tenant and the landlord or agent did not know, and could not reasonably have been expected to know, the prohibition applied before the deposit was accepted.
 - B. The tenant provides false or misleading information to the landlord or letting agent and the landlord is reasonably entitled to take into account the difference between the information provided by the tenant and the correct information in deciding whether to grant a tenancy to the tenant, or the landlord is reasonably entitled to take the tenant's action in providing false or misleading information into account in deciding whether to grant such a tenancy.
 - C. The tenant notifies the landlord or letting agent before the deadline for agreement that the tenant has decided not to enter into a tenancy agreement.
 - D. The landlord and the tenant fail to enter into a tenancy agreement before the deadline for agreement and the landlord or agent takes all reasonable steps to enter into a tenancy agreement before the deadline for agreement but, the tenant fails to take all reasonable steps to enter into a tenancy agreement before that date.

Signed by Prospective Landlord
(or by someone acting on behalf of)

Signed by Payer

Dated
