Tenant Fees and Permitted Payments

Irving & Sons Ltd operates in accordance with the Tenant Fees Act 2019, as amended by the Renters' Rights Act 2025. The following information explains the payments that may be required from tenants and prospective tenants in connection with residential tenancies in England.

Our aim is to ensure that all payments are transparent, fair and compliant with current legislation.

Holding Deposit – Maximum of One Week's Rent
Once an application has been submitted, Irving & Sons Ltd will review the information provided and, where appropriate, seek the landlord's agreement to proceed. A refundable holding deposit equivalent to no more than one week's rent may be requested to reserve a property whilst referencing and other pre-tenancy checks are undertaken. Only one holding deposit may be held in respect of a proposed tenancy at any one time, regardless of the number of applicants. The holding deposit will normally be held for a period of 15 calendar days from the date of receipt, unless a different deadline is agreed in writing between the parties.

Refund of Holding Deposits
A holding deposit will normally be refunded where:

- The landlord decides not to proceed with the proposed tenancy.
- The tenancy agreement is not entered into by the agreed deadline, unless a statutory exception applies.
- The applicant successfully proceeds and signs the tenancy agreement.

Where the tenancy agreement is signed, the holding deposit will be refunded. With the applicant's agreement, it may instead be credited towards the first rental payment or tenancy deposit. Where a refund is due, it will normally be made within seven calendar days of the relevant statutory refund requirement arising.

Circumstances Where a Holding Deposit May Be Retained
In accordance with the Tenant Fees Act 2019, a holding deposit may be retained where:

- The applicant withdraws from the proposed tenancy.
- The applicant fails a Right to Rent check.
- The applicant provides false or misleading information that is material to their suitability as a tenant.
- The applicant provides false or misleading financial information or fails to disclose financial information on their application form or during the formal referencing process in relations to their financial status, income, expenditure, CCJ’s or instances of bad credit.
- The applicant fails to respond to reasonable requests for information or take reasonable steps to progress the application and enter into the tenancy agreement by the agreed deadline.

A holding deposit will not be retained merely because an application is unsuccessful or because the landlord decides not to proceed. Where a holding deposit is retained, the applicant will be provided with written reasons within seven calendar days of the relevant decision or the agreed deadline, as required by law. Where the statutory conditions for retaining a holding deposit are not satisfied, the holding deposit will be refunded.

Deadline for Agreement
The usual deadline for entering into a tenancy agreement is 15 calendar days from receipt of the holding deposit. A different deadline may be agreed in writing between the applicant and the landlord or letting agent.

Tenancy Deposit – Maximum of Five or Six Weeks' Rent
A refundable tenancy deposit may be required as security against damage, unpaid rent or other liabilities arising under the tenancy agreement.

The maximum deposit permitted is:

- Where the annual rent is less than £50,000, a maximum of five weeks' rent.
- Where the annual rent is £50,000 or more but does not exceed £100,000, a maximum of six weeks' rent.

Where a tenancy deposit is taken, it will be protected in a Government-approved tenancy deposit protection scheme in accordance with statutory requirements. The prescribed information will be provided within the required statutory timescale.

Rent
Rent is normally payable monthly in accordance with the tenancy agreement.

For new assured periodic tenancies entered into on or after 1 May 2026:

- Rent cannot be requested, encouraged or accepted before the tenancy agreement has been signed by both parties.
- Once the tenancy agreement has been signed, no more than one month's rent may be requested before the tenancy commences, where rent is payable monthly.
- Following commencement of the tenancy, rent must be paid in accordance with the agreed payment dates and terms of the tenancy agreement.

The tenant is required to setup a Standing Order, unless an alternative payment method has been agreed, to ensure the rental payment is made and received on the rent due date.

Changes to the Tenancy Agreement – £50 Including VAT
Where a tenant requests a variation, assignment or novation of their tenancy agreement, a charge of up to £50 including VAT may be payable. Where the reasonable costs incurred exceed £50, a higher amount may be charged, provided the additional costs are reasonable, justified and supported by written evidence.

Lost Keys or Security Devices
Where a tenant loses keys, fobs or other security devices giving access to the property, the reasonable costs of replacement may be charged. The tenant will be provided with written evidence of the costs incurred. Any such charge must be permitted under the tenancy agreement and applicable legislation.

Late Payment of Rent
Where rent remains outstanding for 14 days or more, interest may be charged at a rate not exceeding 3% above the Bank of England base rate. Interest will be calculated on the outstanding rent for the period it remains overdue. Any interest charged must be provided for within the tenancy agreement and comply with applicable legislation.

Ending a Tenancy and Notice Requirements
Most private assured tenancies entered into on or after 1st May 2026 are periodic tenancies without a fixed contractual end date. Tenants wishing to end their tenancy must give the required notice in accordance with the law and the terms applicable to their tenancy. The usual statutory notice period for a tenant ending an assured periodic tenancy is two months. Where a tenant gives insufficient notice, a payment may be required, but this will not exceed the rent that would otherwise have been payable until the required notice period expires. The landlord and tenant may agree in writing to a shorter notice period or an earlier surrender of the tenancy. No additional administration or termination fee will be charged unless expressly permitted by applicable legislation.

Other Permitted Payments
Tenants are responsible for payments relating to the following, where applicable and permitted by law, unless otherwise notified:

- Utilities, Energy, water & Sewerage charges.
- Council Tax payable to the relevant local authority.
- Communication services, including telephone and broadband.
- Television licence fees, where a licence is required.

Pets
Tenants may request permission to keep a pet at the property in accordance with the Renters' Rights Act 2025. Landlords must consider requests in accordance with the statutory requirements and must not unreasonably refuse consent. No additional tenancy deposit will be charged. Upon acceptance a tenancy agreement variation fee of £50 will apply, in accordance with Schedule 1, paragraph 6 of the Tenant Fee Act 2019. The Agent will amend the agreement to include a Pet Clause or issue an Addendum for all parties to sign.

Further Information
Irving & Sons Ltd is committed to complying with the Tenant Fees Act 2019 and the Renters' Rights Act 2025. If you have any questions about permitted payments, holding deposits or tenancy deposits, please contact our office and we will be happy to assist. This information applies to residential tenancies in England and reflects the legislation and guidance in force at the date of publication.

Client Money Protection & Independent Redress
Irving & Sons Ltd is a member of the **Propertymark Client Money Protection Scheme**, providing protection for qualifying client money held by the business in accordance with the scheme rules.

We are also members of **The Property Ombudsman (TPO)**, an independent redress scheme for consumers. Further information is available at:
www.propertymark.co.uk
www.tpos.co.uk

Important Information
Irving & Sons Ltd does not charge tenants application fees, referencing fees, administration fees, inventory fees or other prohibited payments.

All payments are subject to the Tenant Fees Act 2019, as amended, and any other applicable legislation.