

## FEE STRUCTURE

### (Contract Holders)

In accordance with the Renting Homes (Fees etc.) (Wales) Act 2019; there are certain occasions when Contract Holders will be required to pay a fee, see below:

#### **Holding Deposit:**

One week's rent. This is to reserve a property. Please Note: This will be withheld if any relevant person (including any guarantor(s)) withdraw from the tenancy, provide materially significant false or misleading information, or fail to sign the Occupation Contract within 15 calendar days (or other Deadline for Agreement as mutually agreed in writing).

#### **Security Deposit:**

A deposit equivalent to a month's rent plus £100 will be required to be paid at the start of the tenancy or a higher amount if requested by the landlord which will be detailed in the property advert. This covers damages or defaults on the part of the contract holder during the tenancy. All deposits for properties which are managed by Preseli Lettings are paid to the Deposit Protection Service, a government approved deposit scheme.

#### **Unpaid Rent:**

Interest at 3% above the Bank of England Base Rate from Rent Due Date until paid in order to pursue non-payment of rent. Please Note: This will not be levied until the rent is more than 14 days in arrears.

#### **Lost Key(s) or other Security Devices:**

Contract holders are liable to the actual cost of replacing any lost key(s) or other security device(s). If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the contract holder, landlord any other persons requiring keys will be charged to the contract holder. .

#### **Missed appointments:**

Where the actions of the contract holder results in a missed appointment, by failing to allow or facilitate access to the landlord or the landlords' workmen or agents after an appointment date and time has been agreed (and this is not cancelled or re-arranged by agreement), then the contract holder will be liable for any actual costs incurred by the landlord, for example (but not limited to) any call out fees charged by the landlord's workmen as evidenced by an invoice or receipt.

#### **Early Termination (contract holders request)**

Early termination of a contract will be considered by the agent / landlord and negotiations on any cost will be determined on the individual circumstances. However, it should be noted that there is no guarantee that the landlord will agree to a proposed early termination and where no such agreement is made, the contract-holder will remain liable for the total sums as required in the occupation contract. The landlord is fully within their rights to expect to be paid for the entirety of the tenancy. Any fee negotiated will not exceed the remaining rent due on the tenancy.

#### **Avoidable or purposeful damage to the property**

Contract Holders are liable to the actual cost of remedying any damage incurred through misuse, neglect, careless or wilful behaviour by the Tenant (as detailed in a contractor's invoice).

#### **Emergency Out of Hours Call-Out Fees**

Contract Holders will be liable for any actual costs incurred as a result of a contractor attending outside of normal business hours at the request of the Contract Holder if the issue is of a direct result of the Contract Holders action.

**Pets:** Some Landlords may request a higher monthly rent for Tenants with pets

## **Specific clauses included in Preseli Lettings' Occupation contract:**

Contract Holders must pay all charges at the dwelling, including (but not limited to) charges for utilities, Council Tax, television licenses and communication services, including any new permitted services which may be developed or provided after the occupation contract has been signed, provided the charges are permitted under Schedule 1 of the Renting Homes (Fees etc.) (Wales) Act 2019. Charges must be paid when they fall due throughout the occupation contract period and any subsequent periodic contract which may follow.

Contract holders will be liable for the actual costs for reconnection services or continuing the services of any utility or other service, if it is cut off because the Contract Holder has failed to pay what they owe or have not followed specific instructions,

Contract holders will be liable for the actual costs if the landlord must remove or have removed an obstruction to fire escapes, in particular (but not limited to) passages and hallways.

Where the landlord has provided the contract holder with details of their insurance, contract holders will be liable to re-pay actual costs to the landlord for the period of time they are living at the dwelling, any extra amount in increased premiums the landlord has to pay which is due to the conduct or the conduct of anyone the contract holder has allowed to live at or visit the dwelling.

Contract holders, where written permission has been granted to put up pictures or shelves, will be liable to pay actual costs associated with removing any fixtures or fittings left at the end of the tenancy and the costs of making good to a professional standard if not carried out by the contract holder. Any such remedial work deemed necessary on the checkout shall be charged at full and actual cost to the contract holder without exception.

Contract Holders will be liable for any actual costs and expenses incurred by the landlord in evicting persons who were allowed into occupation during the occupation contract (for example (but not limited to) lodgers and guests) if they are found to be still living at the dwelling after the Contract Holder has vacated until vacant possession is obtained by the landlord.

## **Contract Holders will be liable to pay actual losses, fees, costs and expenses incurred by the landlord, as a result of any breach of the terms of the occupation contract. This includes (but is not limited to):**

- (a) any actual fees incurred where you have requested the landlord to attend the dwelling for an emergency caused by you, including (but not limited to) broken windows or keys lost or locked inside the dwelling, including the cost of any replacement keys. If you lose your keys or other security devices needed to access the property, you are liable to meet any actual costs as evidenced by an invoice or receipt for replacement. This includes the cost of fitting any new locks that are needed.
- (b) any actual call-out charges incurred because you failed to allow the landlords contractors access after an appointment date and time has been agreed with you,
- (c) any actual costs to repair damage to the dwelling or its fittings and fixtures caused by your neglect or behaviour.
- (d) any actual fees or expenses in recovering from you any rent and any other money that is in arrears.
- (e) any actual expenses for the service of any notice regarding your breach of any of your obligations under the agreement, whether or not the notice results in court proceedings.
- (f) any actual bank or other charges if any cheque you have written is dishonoured or if any standing order or any other payment method is withdrawn by your bank.
- (g) any actual expenses or losses as a result of any of your breaches of the agreement or in enforcing any provision of the agreement, including those about seeking possession of the property.