

## SPECIMEN Holding Deposit Declaration

**Date:**

**Proposed Tenants Name:**

**Address of prospective property** ("the property"):

**Monthly Rental Amount:** 1 weeks rent rounded down to the nearest £10.

**Amount due/paid as the Initial Holding Deposit:**

**Proposed Landlords Name:**

**Security Deposit Amount** (if applicable): *(This must be no more than 5/52 of the annual rent)*

**The amount of the first payment of rent due:**

**Less Initial holding Deposit:**

**Balance due on or before Agreement of Tenancy:**

**Special Conditions:**

- 1) The Agent/Proposed Landlord acknowledges receipt of the Initial Holding Deposit so as to reserve the Property.
- 2) The Proposed Landlord shall not let the Property to any other person other than the Proposed Tenants (*where stated above*). This condition will last until this reservation is cancelled by either party, or until the last dates for the signing of the tenancy agreement (whichever is earlier).
- 3) The Proposed Landlord will not take additional Initial Holding Deposits from any parties aside from the Proposed Tenants (*where stated above*). This restriction will last until the Initial Holding Deposit has been partially or fully refunded to the Proposed Tenants or allocated to the Proposed Landlord where these Special Conditions, or Schedule 2 of the Tenant Fees Act 2019 allows for this.
- 4) If a Tenancy Agreement is entered into in respect of the Property at the proposed rent between the parties the Initial Holding Deposit shall be credited in its entirety against the rent payable under the Tenancy Agreement by the Proposed Landlord.
- 5) If the Tenancy Agreement in respect of the Property is not signed by the end of the last date for signing the Tenancy Agreement, or if the reservation has been cancelled by either party, the Initial Holding Deposit shall only be repaid as provided below and not otherwise.  
Where the Proposed Landlord/Agent is entitled to retain the Initial Holding Deposit, the reason for this and the amount retained shall be communicated to you in writing within 7 days of the deadline for agreement or the date on which the Proposed Landlord decides not to enter into a Tenancy Agreement. This will be in accordance with these Special Conditions or Schedule 2 of the Tenant Fee Act 2019.
- 6) This agreement is not intended to create a tenancy in respect of the Property. It does not oblige any party to enter into a Tenancy Agreement. Either party may cancel the reservation. The precontract deposit is therefore not a tenancy deposit which is subject to protection under the Tenancy Deposit Protection Scheme in accordance with the provisions of the Housing Act 2004.
- 7) The Initial Holding Deposit is refundable in full in the following circumstances: -
  - If the Proposed Landlord does not accept the reservation or does not agree to abide by these Special Conditions (where this agreement is entered into by the Agent)

OR

- The Proposed Landlord withdraws the Property and cancels the reservation

OR

- Where all parties have taken all reasonable steps to enter into a Tenancy Agreement but did not sign the Tenancy Agreement by the deadline for agreement

OR

- Where the Proposed Tenants provided accurate information to the Proposed Landlord or Agent and the Proposed Landlord declines to enter into a Tenancy Agreement prior to the deadline.

In all of the above, the Initial Holding Deposit will be refunded in full to the Proposed Tenant within 7 days of the deadline for agreement, or within 7 days of the Proposed Landlord's decision if it is before the deadline for agreement.

- 8) The Proposed Landlord does not have to refund any of the Initial Holding Deposit in the following circumstances: -

- Where the Proposed Tenants provide false or misleading information that the Proposed Landlord may reasonably believe impacts on their decision whether to offer a Tenancy Agreement to the Proposed Tenant.
- OR
- Where the Proposed Tenants cancel their reservation prior to the deadline for agreement and the Proposed Landlord and/or Agent have acted in a reasonable manner towards the Proposed Tenants.
- OR
- Where, prior to paying the Initial Holding Deposit, the Proposed Tenants have confirmed to the Proposed Landlord or their Agent that they have sufficient proof to establish permanent or time limited right to rent in England, and subsequent checks reveal this is not the case.
- OR
- Where the Proposed Landlord and/or Agent have taken all reasonable steps to enter into a Tenancy Agreement by the deadline for agreement and the Proposed Tenant does not take all reasonable steps to enter into a Tenancy Agreement.

Examples of the parties taking reasonable steps include, but are not limited to, providing sufficient information to collect references, contacting all referees in a timely fashion to allow for responses, performing credit checks, attending an appointment to verify the Proposed Tenants right to rent status, providing the security deposit and rent no later than deadline for agreement.

- 9) Where more than one person is named as Proposed Tenant either or any of them may cancel this reservation which will then be treated as a cancellation of the reservation on behalf of all of them.
- 10) Any cancellation of the reservation by either party must be in writing to be effective.

Signed (Proposed Tenants) \_\_\_\_\_

Signed (Proposed Landlord/Agents) \_\_\_\_\_

**IMPORTANT:** Please note that this reservation can be cancelled at any time by the Proposed Landlord or by the Proposed Tenant (or any of them). On cancellation the consequences described above shall apply as appropriate.

Furthermore, as your agent we have a legitimate interest in making sure that any change of tenancy information is supplied to the relevant providers to ensure that utility charges are directed to those responsible, both at move in and move out. It is also important to ensure that all of our tenants are offered "best advice" when it comes to understanding your legal obligations as well as any additional utility options available within your new home.

As your agent we use the services of Utilitease, who are our chosen utility management providers and would like to pass your change of tenancy details to them accordingly. Utilitease will then contact you to provide support and assistance with regards to utility services within your new home. This service is totally free and is provided on a no obligations basis. Please tick this box should you wish to receive this service ☐

If at any time you prefer not to receive any future updates from Utilitease then please inform the utility support team at any time by calling 01623 880095 or emailing [support@utilitease.co](mailto:support@utilitease.co)