

Initial Holding Deposit Form -

For use in England only

Date ____/____/20____

Tenant Details

Proposed Tenant 1's name

Current address

Proposed Tenant 2's name

Current address

Proposed Tenant 3's name

Current address

Proposed Tenant 4's name

Current address

1

Property and Landlord Details

Address of prospective property ("the Property")

Post Code

Proposed move in date

____/____/20____

Annual rent total

£

Amount paid as Initial Holding Deposit

£

(This must be no more than 1/52 of the annual rent)

Proposed Landlord names

Landlord's Agent (if any)

Last date for both parties to sign the Tenancy Agreement:

____/____/20____

This date must be 15 days from the day the Proposed Landlord, or their Agent, receives the Initial Holding Deposit from the Prospective Tenant(s) unless both parties have agreed to extend this deadline. For example, if the Initial Holding Deposit is received on 1st March, the Agreement must be signed by 15th March.

There are no further proposed tenants in addition to those named above as the proposed tenants OR the number of proposed additional tenants is _____.

Initial Funds Breakdown

Subject to the Landlord wishing to enter into an Agreement with the tenants, the tenants will be jointly responsible for paying the following initial funds.

Security Deposit Amount £ _____
(This must be no more than 5/52 of the annual rent)

Rent in advance £ _____

Less the Initial Holding Deposit Amount of £ _____, the total Initial funds required to enter into an Agreement would be £ _____

Special Conditions (Landlord Promises)

1.0 The Agent/Proposed Landlord acknowledges receipt of the Initial Holding Deposit so as to reserve the Property.

2.0 The Proposed Landlord shall not let the Property to any other person other than the Proposed Tenant/s* or (where stated above) the Proposed Tenant plus any further persons nominated by them as additional tenants up to the number stated. This condition will last until this reservation is cancelled by either party, or until the last date for the signing of the tenancy agreement (whichever is the earlier).

3.0 The Proposed Landlord will not take additional Initial Holding Deposits from any parties aside from the Proposed Tenant/s* or (where stated above) the Proposed Tenant/s* plus any further persons nominated by them as additional tenants up to the number stated. This restriction will last until the Initial Holding Deposit has been partially or fully refunded to the Proposed Tenant/s*, or allocated to the Proposed Landlord where these Special Conditions, or Schedule 2 of the Tenant Fees Act 2019 allows for this.

4.0 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.

5.0 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 Fees Act 2019.

6.0 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.

7.0 The Initial Holding Deposit is refundable in full in any of the following circumstances:-

7.1 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

7.2 The Proposed Landlord withdraws the Property and cancels the reservation; or

7.3 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

7.4 Where the Proposed Tenant/s* provided accurate information to the Proposed Landlord or Agent and the Proposed Landlord declines to enter into a Tenancy Agreement prior to the deadline; or

7.5 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.

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

8.1 Where the Proposed Tenant/s* 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

8.2 Where the Proposed Tenant/s* 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 Tenant/s*;

8.3 Where, prior to paying the Initial Holding Deposit, the Proposed Tenant/s* 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

8.4 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.

8.4.1 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 Tenant's right to rent status, providing the security deposit and rent no later than the deadline for agreement.

9.0 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.

10.0 Any cancellation of the reservation by either party must be in writing to be effective.

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Signed _____ Proposed Tenant 1

Signed _____ Proposed Tenant 2

Signed _____ Proposed Tenant 3

Signed _____ Proposed Tenant 4

Signed _____ Proposed Landlord/Agent/s

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.