

# HOLDING DEPOSIT FORM

In line with the requirements outlined within Schedule 1, Tenant Fees Act 2019 you are required to pay a refundable holding deposit equivalent to one week's rent in order to reserve a property.

The purpose of the holding deposit is to enable both the landlord and tenant to demonstrate commitment to entering into a tenancy agreement on the terms agreed whilst reference checks and right to rent checks are undertaken. The holding deposit creates a binding conditional contract between tenant and landlord.

Under this contract, the tenant agrees to provide honest representations as to income, tenancy history and references, and to enter into the tenancy under the terms agreed with the landlord.

The landlord agrees to enter into the tenancy as per the agreed terms subject to satisfactory fulfilment of all pre-tenancy checks.

**The 'deadline for agreement' for both landlord and tenant will be within 15 calendar days from the date that the holding deposit has been received by the landlord or letting agent.**

The tenancy agreement must be signed by all parties within 15 calendar days from receipt of the holding deposit. Bank Account Details Philippa Sole Client account number HSBC 03671518, sort code 40-13-07.

**The tenant will be notified of any extension to the 15 day deadline in writing. The tenant must request an extension to the 15 day deadline in writing.**

- The property will be withdrawn from the market pending referencing and right to rent checks.
- The holding deposit will be retained by the landlord/letting agent if false or misleading information is provided which affects a decision to let the property and calls into question your suitability as a tenant.
- The holding deposit will be retained by the landlord/letting agent if you fail the right to rent check.
- The holding deposit will be retained by the landlord/letting agent if you withdraw from the proposed agreement.
- The holding deposit will be retained by the landlord/letting agent if you fail to take all reasonable steps to enter an agreement when the landlord and/or agent has done so.
- If we intend to retain the holding deposit, we will advise you in writing the reason for this within 7 days of deciding not to enter an agreement.
- The holding deposit will be refunded to you if the landlord withdraws from this agreement or the deadline agreement is not met. PLEASE COMPLETE AND SIGN THE FORM BELOW

Tenant name(s)

Property Address

Amount of holding deposit paid

£

Agreed rent for the property

£

Specified date for the deadline agreement

Specified tenancy start date

Additional agreed terms:

**You are required to ensure that all the information you have provided in relation to the tenancy application is true and accurate.**

I  hereby consent that the holding deposit can be used to offset against the tenancy deposit or rent in advance.

I  hereby confirm I have read, understood and accepted these terms.

SIGNED TENANT(S)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNED LANDLORD/LETTING AGENT

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# PRE-TENANCY APPLICATION

## TENANCY DETAILS

Property Address

Commencement of tenancy

Rent agreed

£

Deposit

£

## APPLICANT DETAILS

Full name

Telephone

Mobile

Email

Current Address

Time at address

Years

Months

Please state why you are leaving this address

If you have lived at the above address for less than 3 years, please give details of you previous address

Previous Address

Time at address

Years

Months

## EMERGENCY CONTACT

Full name

Telephone

Mobile

Email

## LANDLORD CONTACT

If you are renting, please provide your current landlords name and contact details

Full name

Telephone

Email

## REFERENCES

Please provide the details of two people that the referencing company can contact. These can be a friend, co-worker of employer.

### Reference one

Full name

Telephone

Email

### Reference two

Full name

Telephone

Email

### I AUTHORISE PHILIPPA SOLE TO;

Collect, retain and use this information for the purpose of assessing my credit worthiness and suitability for the tenancy and disclose information about me, whether collected from me directly or from any other source, any other credit provider or any credit reporting agency for the purposes of providing and obtaining a credit report (which will involve the credit reporting agency providing information about me to the landlord).

I give my express permission for my completed reference to be shared with the landlord if requested.

### I UNDERSTAND THAT THE CREDIT REPORTING AGENCY;

May hold my information on their credit reporting database and use it for providing credit reporting services, and they may disclose my information to their subscribers for the purpose of credit checking or debit collection.

### MONEY LAUNDERING REGULATIONS

As your agent, we have to comply with the Money Laundering Regulations 2007. We would therefore be grateful if you could arrange to provide us with a current UK passport and a utility bill from your home address (which should be not more than 3 months old), so that we can photocopy these and have certified copies placed on file.

### MOVE IN

To help you move into your new home, we've partnered with a property concierge service called 'Just Move In', who will help notify the various utility providers that you have moved into the property, plus provide help and assistance selecting the right energy tariff, insurance policy and broadband provider.

Your Just Move In concierge manager will contact you within a couple of days to give you an overview of their service. You can also contact them directly on 020 7164 6804, email them at [move@justmovein.co](mailto:move@justmovein.co) or book in for a concierge appointment using [www.justmovein.co/diary](http://www.justmovein.co/diary).

This is a complimentary service on behalf of Philippa Sole. By signing this form you give consent for me to pass your details to them.

### PLEASE MAKE ALL FEES PAYABLE TO:

Philippa Sole Ltd  
Account number: 03671518

HSBC  
Sort code: 40-13-07

I have read the terms and conditions and accept that in signing this document that I am legally bound by its contents.

TENANT

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESS

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_