

**AGREEMENT** dated the << >>

**Landlord:** <<Landlord's name>> <<Address>>

**Prospective** <<name>> of <<address>>

**Tenant(s):** [<<name>> of <<address>>]

**Property:** <<Address>>  
<<Address>>  
<<Address>>

**Rent:** £<< >> per calendar month in advance.

**Security Deposit:** £<< >><sup>1</sup>

**Holding Deposit:** £<< >><sup>2</sup>

**Deadline for Agreement:** << >><sup>3</sup> day of << month>> << year>> ended in accordance with clause 2.3 of this Agreement

**Specified Information:** The specified information required by the Landlord attached at Annexure 1 of this Agreement and Annexure 3(2) of The Renting Homes (Fees Regulations) 2019.

**Suitability Tests:** such checks as may be required by the Landlord to check the suitability of the Prospective Tenant(s).

**Tenancy Agreement:** The draft tenancy agreement form annexed at Annexure 2 of this Agreement.

## 1. THE TENANCY AGREEMENT

1.1 The Property is to be let by the Landlord to the Prospective Tenant(s) on the terms of the Tenancy Agreement, subject to the Suitability Tests.

1.2 The Prospective Tenant(s) agree to provide the Landlord within a reasonable time with information which has been requested by the Landlord which is accurate, up to date and is a true representation of the Prospective Tenant(s)'s position and tenant history.

## 2. HOLDING DEPOSIT

2.1 The Landlord has given the Prospective Tenant(s) and the Prospective Tenant(s) acknowledge receipt of the Holding Deposit for to the parties entering into this Agreement and before the Prospective Tenant(s) paid the Holding Deposit to the Landlord.

<sup>1</sup> Security Deposits are not currently permitted in Wales. The Welsh Government has the power to introduce capped security deposits in the future.

<sup>2</sup> The sum of the Holding Deposit must be equal to the weekly rent. The weekly rent is worked out as the monthly rental figure divided by 4.

<sup>3</sup> The Deadline for Agreement must be no later than the date the Landlord receives the Holding Deposit, although this can be extended by agreement between the parties.

2.2 The Prospective Tenant(s) [H]olding Deposit on the date of this Agreement to the Landlord [P]roperty and the Landlord hereby acknowledges receipt of the H

2.3 The Landlord shall not let t Person other than the Prospective Tenant(s) until the earlier of:

2.3.1 The date this Agreement the Landlord or the Prospective Tenant(s) in accordance w ment; or

2.3.2 The Deadline for Agreement Agreement has not been entered into).

2.4 The Deadline for Agreement later date if agreed between the Landlord and the Prospective

2.5 The Holding Deposit will either Prospective Tenant(s) in accordance with clause 3 of this Agreement dlord in accordance with clause 4 of this Agreement.

### 3. REPAYMENT OF HOLDING D

3.1 The Landlord will refund the H the Prospective Tenant(s) within seven (7) days of the following

3.1.1 The Deadline for Agreement Agreement was not entered into (where both parties have a

3.1.2 The date (before the Dea Landlord informs the Tenant that they do not wish to proce Agreement even though the Tenant has cooperated and acted

3.1.3 The date the Tenancy d into (before the Deadline for Agreement) unless the Ho edited in full to the rent account or the Holding Deposit is to b the Security Deposit.

3.2 If the Holding Deposit is to be the Security Deposit, the Landlord will hold the Security Depos cy deposit protection scheme in accordance with the provisions 4.

### 4. HOLDING DEPOSIT TO BE R

4.1 The Landlord can retain the w sum of the Holding Deposit in any of the following circumstances

4.1.1 False or misleading infor any of the Prospective Tenant(s) which affects the Landlord (nably) in letting the Property to the Prospective Tenant(s); or

4.1.2 The Prospective Tenant(s) shall take all reasonable steps to enter into the Tenancy Agreement (where applicable) and shall take all reasonable steps to enter into a contract before the Deadline.

4.1.3 The Prospective Tenant(s) shall inform the Landlord that they do not wish to enter into the Tenancy Agreement or the Lease before the Deadline.

## 5. JURISDICTION

This Agreement shall be governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

## 6. TERMINATION

6.1 If either party wishes to terminate this Agreement before the Deadline for Agreement, they must do so in writing and the Deposit shall be refunded or retained in accordance with the terms of the Agreement.

6.2 Any of the Prospective Tenant(s) who fails to sign the Agreement and this will be treated as being an effective termination of the Agreement on behalf of all the Prospective Tenant(s).

## 7. OTHER

This Agreement does not constitute an offer of a tenancy in respect of the Property. No party is under an obligation to enter into a tenancy or a lease agreement.

SIGNED by  
<<Name of Landlord >>  
Landlord

SIGNED by  
<<Name of Tenant(s)>>  
Tenant(s)

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