

## Tenant (Contract-Holder) Fee Structure

In accordance with the Renting Homes (Fees etc.) (Wales) Act 2019, the following are the only payments that may lawfully be required from Contract-Holders (tenants) in Wales. No other fees are permitted.

### 1. Pre-Tenancy

- Holding Deposit
  - Maximum of 1 week's rent.
  - Must be refunded, credited to rent, or otherwise dealt with in line with the Act.
  - Can only be retained in specific circumstances (e.g. tenant withdraws, fails right to rent checks, provides misleading information, or fails to take all reasonable steps to enter the tenancy).
- Rent
  - As agreed in the occupation contract.
  - Rent cannot be artificially increased to disguise prohibited fees.
- Security Deposit
  - Capped at a maximum of 5 weeks' rent (or 6 weeks if annual rent is £50,000+).
  - Must be protected in a government-approved deposit protection scheme.

### 2. During Tenancy

- Utilities, Council Tax, TV Licence, Communication Services
  - Payable where the contract makes the tenant responsible (e.g. gas, electricity, water, broadband, satellite TV, etc.).
- Default Payments (only the following are permitted):
  - Late Rent Interest – Interest may be charged at 3% above the Bank of England base rate, calculated from the date the rent was due until payment is received.
  - Replacement of Lost Keys/Security Devices – Reasonable and evidenced cost for replacement.
- Breach of Contract
  - Contractor costs, loss of rent, all other reasonable costs

### 3. Post-Tenancy

- Utilities, Council Tax, TV Licence, Communication Services
  - Tenant remains liable for these up to the contract end date.
- Deductions from Security Deposit (if applicable)
  - For unpaid rent, damage (beyond fair wear and tear), lost keys/devices, or other lawful deductions in line with the tenancy agreement and deposit scheme rules.

### Prohibited Payments

The following cannot be charged to tenants in Wales under any circumstances:

- Administration fees
- Referencing or credit check fees
- Tenancy renewal fees
- Check-in, inventory, or check-out fees
- Professional cleaning charges (unless required to remedy tenant's breach of contract and evidenced as a deduction from deposit)
- Guarantor fees

*Francline Properties Ltd T/A Roscoe Rogers and Knight is a member of **Propertymark Client Money Protection** (Scheme Ref: C0010028) and a member of **The Property Ombudsman** (Membership No: 3339975)*