



Maria B Evans Property Management Ltd

Tenants Lettings Information

For full transparency to comply with the legal requirements of the Consumer Rights Bill please find listed below the fees/costs /charges/penalties which are payable to us in respect of letting and management work carried out by us in respect to an assured tenancy.

In addition to your rent you may be required to pay the following permitted payments

Permitted Payments & Default Fees

- In line with the new Tenant Fees Act of 2019 an initial Tenancy Holding Deposit equivalent to **One Weeks Rent** will be taken by Maria B Evans Property Management Ltd upon successful application for a rental property.
- This will then be used against either the **First Months Rent** or the **Secured Deposit**, held by the DPS, which will be for a maximum of **Five Weeks Rent** on any property where the rent is under £50,000 PA . *Both the first months rent and the security deposit are payable in advance of the tenancy starting.*
- Where rent is unpaid 14 days after it is due, interest at Bank of England Base rate plus 3% will be charged. **Please note you can also be charged the cost the landlord has to pay his lender if a mortgage payment is missed.**
- Where keys or fobs are lost, we will only charge the **actual cost** of a replacement key or fob if you collect it from our offices. If we have to meet you at the property, we will charge our time at **£15 per hour**, plus the cost of the replacement key.
- Any costs towards utility bills or council tax that are included in the rental amount or payable by separate agreement to either the landlord or lettings agent are permitted

NB - If the key or fob is lost outside of business hours you must contact an emergency locksmith and the full cost is payable by the tenant.

Please note if you want additional keys cutting for family members / occupiers, you will have to arrange and pay for these yourself.

We have neither a contractual or statutory obligation to assist with lost keys, but as a company, we will always try and aid you where it is possible.

Variation, assignment, novation of and AST at the tenant request

Any reasonable changes that are agreed upon by the landlord to the AST at the tenant(s) request will be charged at £50.00 inc VAT. *Unless additional costs are incurred in the process., evidence of which will be fully provided to the tenant.*

Early Termination of Tenancy, Change of Tenants or Incorrect Notice Period Given

Under the new Tenants fee act 2019 -

A payment is a ***permitted payment*** if it is a payment to a landlord or letting agent in consideration of the termination of a tenancy *at the tenant's request*. That can be a request by the tenant either before the end of a fixed term or in the case of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law. The cost cannot ***exceed the loss suffered by the landlord*** or the ***reasonable costs to the letting agent*** as a result of the termination of the tenancy.

As a result during the Fixed Term of the tenancy if you should wish to end the tenancy early (within the Fixed Term) we will endeavour to ***work on your behalf*** to find another suitable replacement tenant(s) thereby releasing the original tenant(s) from the commitment to the tenancy.

The charge would be **£354.00 including VAT** for advertising, conducting viewings, drawing up the tenancy agreement, carrying out check-out (where applicable), production of new inventories, drawing up of the new AST etc. In addition to this the cost for the referencing the replacement tenants is **£100.00 including VAT** per new tenant named on the AST.

These are the charges applied to the landlord for this service and would constitute as a landlord's loss. These costs would fall upon the tenant(s) upon requesting to break their AST.

We must stress the tenancy is still the responsibility of the existing tenant until a new tenant signs and begins their tenancy.

YOU ARE STILL LIABLE FOR DAMAGES OR FOR BREACH OF CONTRACT

We may have to pay costs if you do not keep to the conditions of your contract. The law allows us to recover all of our reasonable costs from you. A full outline of the legally allowed costs/fees that you may have to pay are listed in your AST.

If needed, we will claim against the above from your deposit or if required via the small claims court. We will not make a claim without fully proving our actual losses.

Official Memberships

We are operators of a Client Money Protection Scheme recognised by SAFE/NALS – Safe Agent, P O Box 1174, Cheltenham, GL50 9TQ, Registration No S2127; website: www.safeagents.co.uk.

We are members of The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP, Membership No L00363; website: www.tpos.co.uk

We are members of The National Approved Letting Scheme, Eagle Tower, Montpelier Drive, Cheltenham, GL50 1TA, Licence No A2202; website: www.nalscheme.co.uk

We are members of The Residential Landlords Association, 1 Roebuck Lane, Sale, Manchester, M33 7SY

We are registered with the Deposit Protection Service (DPS) Agent No 1130642 : The DPS, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Website : www.depositprotection.com

Fees prior to 1st June 2019

Fees Payable By The Tenant Sole Application Fee: £175.00 including VAT – this charge is to the tenant for reference checking etc to be carried out for a tenant to take an Assured Shorthold Tenancy on a property. This is the total charge for the dwelling and includes a full inventory. Joint Application Fee: £200.00 including VAT – this charge is to the tenants for reference checking etc to be carried out for a tenants to take an Assured Shorthold Tenancy on a property. This is the total charge for the dwelling and includes a full inventory. Guarantor Application Fee: £75.00 including VAT – this charge is for the reference checking if it is necessary to take a guarantor for the tenancy.

Duplication of documentation including tenancy agreements, inventories and rental statements £12.00 including VAT During the tenancy if we are required to send a letter to the tenant because the tenant has broken the terms of the tenancy agreement e.g. late payment of rent, the fee is £24.00 including VAT. During the tenancy if the bank returns a cheque, standing order or direct debit unpaid the charge is £24.00 including VAT to cover our bank charges. Missed appointments with either agent or contractors will be charged at £24.00 including VAT per appointment. Additional costs may be incurred for wrongfully calling out of contractors as per your tenancy agreement During the tenancy if we send the tenant a Section 8 Housing Act notice because the tenant has broken the agreement the charge is £42.00 including VAT. If the tenant does not respond to the notice the charge is £72.00 including VAT.