



Tenant Fees Document

Version: May 2026

Under the **Tenant Fees Act 2019**, it is illegal for a letting agent or landlord in England to charge a tenant, or a person acting on a tenant's behalf (such as a guarantor), any fee or payment in connection with a tenancy other than those specifically permitted by law. This document sets out, in full, every payment **HOMELINK ESTATES LTD** may charge you as a tenant. If you are ever asked for a payment not listed here, you should query it before paying — see Section 7.

1. Holding Deposit

Before you enter into a tenancy, we may ask you to pay a holding deposit to reserve a property while referencing and paperwork are completed.

Item	Detail
Maximum amount	No more than 1 week's rent
Purpose	Reserves the property while checks are completed
Deadline	We must sign a tenancy agreement, or provide written reasons for withdrawing, within 15 days of receiving the holding deposit (unless we agree a longer period with you in writing)
Refund	Refunded in full if: we decide not to proceed, you are refused a tenancy through no fault of your own, or we fail to meet the 15-day deadline
Retention	We may only retain the holding deposit if you: provide false or misleading information, fail 'right to rent' checks, withdraw, or fail to sign the tenancy agreement within a reasonable time, having been given a fair opportunity to do so

2. Tenancy Deposit

A tenancy deposit protects the landlord against damage, unpaid rent, or other breaches of the tenancy agreement, and is refundable to you at the end of the tenancy, subject to any lawful deductions.

Item	Detail
Maximum amount	5 weeks' rent (where annual rent is under £50,000), or 6 weeks' rent (where annual rent is £50,000 or more)
Protection	Protected in a Government-approved tenancy deposit scheme within 30 days of receipt
Prescribed information	You will receive the scheme's prescribed information and terms within 30 days of the deposit being paid
Return	Returned within 10 days of both parties agreeing the amount at the end of the tenancy, less any agreed deductions

3. Rent

Rent is payable as set out in your tenancy agreement.

- **Rent in advance:** Where a tenancy is granted on or after 1 May 2026, we cannot require more than one month's rent to be paid in advance at the point the tenancy is granted, in line with the Renters' Rights Act 2025. You may choose to pay further rent in advance voluntarily once the tenancy has started, but you cannot be required to do so.
- **No other advance payment:** Other than the holding deposit, tenancy deposit, and permitted first month's rent in advance, we cannot require any further payment before your tenancy begins.

4. Payments During Your Tenancy

The following payments may be passed on to you during your tenancy, at the actual cost incurred (no mark-up or administration charge is added):

- Utilities: gas, electricity, water and sewerage.
- Communication services: telephone and broadband.
- Television licence fee.
- Council Tax (payable to the local authority, or to us/the landlord if included in your agreement).

5. Default Fees

We may only charge you a default fee in the following two circumstances, and only where your tenancy agreement sets out the basis for the charge:

Circumstance	Maximum charge
Late rent payment	Interest at 3% above the Bank of England base rate, calculated daily on the overdue amount, and only once the rent is more than 14 days late

Lost key or security device	The reasonable costs we or the landlord actually incur in replacing the item — we will provide evidence (e.g. a receipt or invoice) on request
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6. Other Permitted Payments

Payment	Cap
Variation, assignment or novation of the tenancy (made at your request)	£50.00 incl VAT, or reasonably incurred costs if higher (evidence will be provided)
Early termination of the tenancy (made at your request)	Cannot exceed the landlord's loss or the reasonably incurred costs of arranging early termination

7. Payments We Cannot Charge You

Under the Tenant Fees Act 2019, we cannot charge you for any of the following (this list is illustrative, not exhaustive):

- **X** Administration or 'set-up' fees
- **X** Referencing, credit check or guarantor fees
- **X** Inventory, check-in or check-out fees
- **X** Tenancy renewal fees
- **X** Professional cleaning fees charged as a condition of the tenancy (fair wear and tear cannot be charged for; the deposit may only be used for genuine cleaning shortfalls at check-out)
- **X** Gardening fees, unless for services actually provided to you at your request
- **X** Viewing fees
- **X** Requiring you to use a particular contractor or purchase insurance as a condition of the tenancy

If we, or the landlord, ask you to pay a fee that is not listed in Sections 1–6 above, that payment is unlawful and you should not be required to pay it.

8. Redress and Client Money Protection

We are:

- **Members of Propertymark**, membership number [C0015138](#), and are bound by its Conduct and Membership Rules.
- **Members of The Property Ombudsman (TPO)**, membership number [N01207](#), an independent redress scheme, free to consumers.
- **Protected by a Client Money Protection (CMP) scheme.** We are members of the Government-approved Propertymark CMP scheme, membership number [C0015138](#), safeguarding rent, deposits and other client money we hold.

Copies of our complaints handling procedure, CMP certificate and redress scheme membership are available on our website and in our office.

9. If You Are Charged an Unlawful Fee

If you believe you have been asked to pay, or have paid, a fee that is not permitted under the Tenant Fees Act 2019:

- Raise it with us directly in the first instance, in writing, so we can investigate and refund any amount unlawfully charged.
- If unresolved, you can apply to the First-tier Tribunal (Property Chamber) for an order requiring repayment.
- You can also report the matter to your local Trading Standards service, or to Propertymark and TPO as set out in our Complaints Handling Procedure.

Local authorities can impose a financial penalty of up to £5,000 for a first breach of the Tenant Fees Act, rising to a criminal offence and a fine of up to £30,000 (or prosecution) for repeat breaches within 5 years.
