

## Wilfords London Holding Deposits

A Holding Deposit can be held for up to 15 calendar days; what is known as the Deadline for Agreement.

From taking the Holding Deposit, the tenancy agreement must be entered into (signed by both parties and dated) before the Deadline for Agreement.

**NB: The landlord and letting agent can agree with the tenant in writing that a different day (for example an extension) is to be the Deadline for Agreement.**

The landlord or letting agent who received the Holding Deposit must repay it if:

- The landlord and tenant enter into a tenancy agreement.
- The landlord decides before the deadline for agreement not to enter into a tenancy agreement.
- The landlord and the tenant fail to enter into a tenancy agreement before the Deadline for Agreement.

If one of the above applies, the Holding Deposit must be refunded within seven calendar days of the date of that decision or the Deadline for Agreement.

**NB: Holding Deposits must be repaid if the landlord or agent does not give the person who paid the deposit written notice (within 7 calendar days) explaining why they intend not to repay it.**

With a tenant's written consent landlords and letting agents may 'repay' the Holding Deposit by allowing the tenant to deduct the equivalent sum from the first payment of rent or the Tenancy Deposit.

**NB: If the Holding Deposit is applied to the Tenancy Deposit, under the deposit protection requirements, that money is classed as received on the date the tenancy agreement was signed.**

### RETAINING THE HOLDING DEPOSIT

The landlord or letting agent who received the Holding Deposit can keep it if:

- The tenant fails a Right to Rent check regardless of when the deposit was accepted.
- The tenant provides false or misleading information to the landlord or letting agent, which the landlord is reasonably entitled to consider in deciding whether to grant the tenancy because this materially affects their suitability to rent the property.
- The tenant notifies the landlord or letting agent before the deadline for agreement that they have decided not to enter into a tenancy agreement.
- The tenant fails to take all reasonable steps to enter into a tenancy agreement.