

Tenant fees

This factsheet looks at the fees that private landlords can charge their tenants.

From 1 June 2019 most fees in the private rented sector are either banned or capped. This applies to assured shorthold tenancies (ASTs), licences, lodgers, and student lets.

If your agreement started before 1 June 2019 and has not been renewed since, you will be protected from 1 June 2020.

All references to a landlord in this factsheet include references to a letting agent, and references to a tenancy include references to licences and student lets.

Permitted payments and fees

Your landlord can lawfully charge you only the fees and payments listed on this factsheet. All other fees, such as for referencing, credit checks and professional cleaning, are prohibited.

Rent

Your landlord can ask you to pay rent. Rents in the private rented sector aren't capped but your landlord cannot make up for other fees by charging you more rent at the beginning of your tenancy than later. This is called 'frontloading' and is prohibited.

Tenancy deposit

Your landlord can ask you to pay a tenancy deposit of up to 5 weeks' worth of rent, or 6 weeks' if your yearly rent is £50 000 or more. If you are a joint tenant, the cap refers to how much you all pay. Any amount above the cap is unlawful.

Holding deposit

Before signing a tenancy agreement, your landlord can ask you for a holding deposit of up to 1 week's rent. If you are a joint tenant, the cap refers to the total amount of rent you all pay. Anything above that is unlawful.

You and your landlord have 15 days from when they receive your money to sign a tenancy agreement, but you can agree in writing on a different deadline.

If the tenancy goes ahead, the whole sum should be returned to you within 7 days of the tenancy start date, unless you agree to put it towards your tenancy deposit or rent.

If the tenancy doesn't go ahead, it should be returned to you within 7 days of the deadline for signing the agreement.

Your landlord may be allowed to keep your holding deposit if:

- you failed a right to rent check

- you provided false or misleading information to get the tenancy
- you pulled out before the deadline or delayed signing the agreement beyond the deadline, unless the landlord acted unreasonably.

Your landlord must explain to you in writing why they are keeping your holding deposit. Seek advice if this happens.

Changes to your tenancy agreement

If you ask to change the terms of your tenancy, for example to keep a pet or take in a lodger, or pass your tenancy to someone else, your landlord can charge you for it. The fee cannot exceed £50 per change, unless your landlord's reasonable cost is greater.

Your landlord can also charge you a fee if you ask to leave the tenancy early.

Damages

If you lose the keys to the property, your landlord can charge you the reasonable cost of replacing them or the locks. They should tell you in writing how much it cost them.

If you are more than 14 days late with your rent, your landlord can charge a fee of up to a certain amount. Seek advice on how to calculate it.

If you cause damage to the property or owe rent, the landlord could make deductions from your tenancy deposit when your tenancy ends or apply to court for a money judgement against you.

Utilities

If your agreement says you should pay your landlord for utilities, council tax, broadband, landline, satellite/cable TV, TV licence, they can ask for a payment towards these.

Enforcement

Contact your local council if you have been charged an unlawful fee or if you didn't receive your holding deposit back. If you have an AST, your landlord will not be able to serve a section 21 notice to evict you until they give you your money back.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or local Citizens Advice office, or by visiting england.shelter.org.uk/housing_advice

*Calls are free from UK landlines and main mobile networks.



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Note

Information contained in this factsheet is correct at the time of publication. Please check details before use.