



# Non Refundable Holding Deposit Example

**Date:** June 2022  
**Applicant:** Mr J Smith

**Property Address:** Melcombe Street, London, W1U 5BW  
 Subject To Contract, References and Right To Rent

Move Date	Tenancy Period	Break Clause
1 <sup>st</sup> August 2022	12 months	Mutual (landlord and tenant) 9 <sup>th</sup> break clause with 2 months prior notice required
Rent	Payable	Security Deposit
£2,058.33 pcm	The first six months rent is to be paid in 2 quarterly instalments at a rate of £6,175 per instalment. Thereafter the rent is to be paid calendar monthly in advance by Bankers Standing Order at the rate of £2,058.33 on or before the 1st day of each month of the tenancy throughout the full term	£2,375 <i>equivalent to 5 weeks rent</i>
<b>Deposit Amount</b>		One weeks rent
		£475.00
		<b>TOTAL DUE</b>
		<b>£475.00</b>

Please transfer the total due to the following account details:

Barclays Bank Plc, St Johns Wood & Swiss Cottage Branch,  
 PO Box 2764, London, NW3 6JD

Account Name: Mr S Jones  
 Account Number: 12345678  
 Sort Code: 60-50-40

**CYBERCRIME ALERT**

As a result of the increased risk posed by cyber fraud and especially those relating to bank account details, please note that our bank account details will NOT change during the course of a transaction. Please be vigilant and ensure caution is exercised when opening any emails, attachments or links and when responding to any requests for your bank details. We will NOT accept responsibility if you transfer money to an incorrect bank account. If you have any doubt as to the origin of a request for information, please contact us to verify that the request has come from us.



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## Your Reservation Deposit explained

Thank you for applying to rent a property from one of our landlords. Before your application can be fully considered, you will need to pay to us a holding deposit equivalent to one weeks' rent for the property you are interested in. This document explains what happens to that holding deposit and the circumstances in which the deposit will / will not be refunded. It is important that you know your legal rights and accordingly you should feel free to seek independent legal advice before signing this or indeed any other documents which we might put before you.

Once we have your holding deposit, current legislation stipulates that the necessary paperwork should be completed within 15 days or such longer period as might be agreed. In the present case, it has been agreed that the relevant period will be extended to the number of days shown below, from when we receive your holding deposit.

If at any time during that extended period you decide not to proceed with the tenancy, then your holding deposit will be retained by our firm. By the same token, if during that period you unreasonably delay in responding to any reasonable request made by our firm, and if it transpires that you have provided us with false or misleading information as part of your tenancy application or if you fail any of the checks which the landlord/agent is required to undertake under the immigration act 2014 & anti money laundering regulations plus proceeds of crime act, then again your holding deposit will not be returned. It will be retained by this firm and your landlord.

However, if the landlord decides not to offer you a tenancy for reasons unconnected with the above then your deposit will be refunded within 7 days. Should you be offered and you accept a tenancy with our landlord, then your holding deposit will be credited to the first payment of the rent due under that tenancy.

## Completing your Application

It is agreed that the deadline for completing your application to rent the property specified below and thereafter entering into a tenancy agreement will be extended for a period of [xxx] days from the date hereof

Your holding deposit is **£475 One weeks rent**

Property to which your application relates **Melcombe Street, London, NW1 6AH**

## Tenant Protection

**ARLA** Association of Residential Letting Agents

**TPO** The Property Ombudsman / Redress Scheme

**CMP** Client Money Protection / Propertymark

**TDS** Tenancy Dispute Scheme / Deposits

