

INFORMATION FOR RESIDENTIAL CONTRACT-HOLDERS INCLUDING FEES PAYABLE



Prospective contract-holders are advised to read the Welsh Government's publication "A Home in the Private Rented Sector – A Guide for Tenants" which is available at www.rentsmart.gov.wales Cooke & Arkwright can provide a paper copy on request.

Credit Reference Searches

There is no cost to contract-holders or guarantors for credit referencing which is carried out prior to commencement of the Contract at the landlord's cost.

Rent:

The contract-holder is responsible for payment of the rent as agreed in the Contract, monthly in advance from and including the commencement date of the Contract. Rent shall continue to be paid until and including the termination date.

Prior to commencement of the Contract the contract-holder is required to pay the first month's rent in full. If the Contract commences during the month (not on the first day of the month) then an additional apportioned amount calculated on a daily basis will be required to be paid in addition.

Interest Rate:

To pay interest on any payment of rent not made within 14 days from the date upon which it fell due as set out in the Contract. Interest is payable from the fifteenth day after which the rent was due until the date on which the rent is actually paid. Interest will be payable at 3% above the base rate of The Bank of England

Security Deposit (Tenancy Deposit):

A tenancy deposit, usually one and a half times the monthly rent, is to be paid by the contract-holder prior to commencement of the Contract and moving in. Tenancy deposits are held by Cooke & Arkwright as stakeholder in accordance with the rules of The Dispute Service ('TDS') which runs the Tenancy Deposit Scheme.

Holdings Deposit:

Cooke & Arkwright do not charge holding deposits.

Utilities, Services and Council Tax:

From and including the commencement date of the Contract and until and including the termination date, the contract-holder is responsible for all charges incurred for gas, electricity, water, Council Tax as well as TV Licence, telephone and other communication services, for example broadband.

Default Payments:

Default payments may be charged for the following:

• **Missed appointments**

For example, a landlord arranging with a contract-holder for a contractor to carry out remedial work at a dwelling, and a contract-holder subsequently refusing entry, or not being home to allow entry, resulting in charges to the landlord.

• **Avoidable or Purposeful Damage to dwelling**

For example the cost of any repairs of any mechanical and electrical appliances belonging to the landlord, or the unblocking of drains, gutters, downpipes, sinks, toilets, or waste pipes arising from misuse or negligence by the contract-holder, his family, or visitors;

• **Replacement Keys/Locks**

For example the loss of keys by the contract-holder requiring a landlord to arrange for the cutting of new keys and delivery of those keys to the contract-holder, or the replacement of locks where spare keys are not available.

• **Emergency/Out of Hours Call-out Fees**

For example fees incurred as a result of a landlord arranging for someone to attend the dwelling at the request of a contract-holder, such as a locksmith or an emergency glazier at the early hours of the morning, when the problem had been caused by the contract-holder in the first place, such as a window broken on purpose, or keys locked inside a house.

• **End of Contract**

To pay damages in an amount equal to the rent if the dwelling is incapable of being re-let or of beneficial use to the landlord because the contract-holder has left substantial goods in the dwelling, until such goods have been removed from the dwelling.

• **Recovery of Rent Arrears**

To pay the landlord, or the Agent all costs and expenses incurred by the landlord in:

- (a) recovering or attempting to recover any rent or other monies in arrears;
- (b) the enforcement of any obligation of the contract-holder under the Contract;

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**Default Payments:
(Continued)**

- (c) the service of any Notice relating to any major breach of the Contract whether or not court proceedings are brought;
- (d) the service of any Notice requiring possession when the contract-holder has not complied with the conditions of the Notice;
- (e) the failure of the contract-holder to comply with any obligations under the Contract,
- (f) any other costs or expenses arising from a breach of the Contract by the contract-holder.

All costs incurred by the landlord for default payments as listed above will be re-charged to the contract-holder at the cost incurred by the landlord. Cooke & Arkwright do not charge an administration fee to the contract-holder. These costs will be payable by the contract-holder on each and every occurrence of the default.

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