

Permitted Fee	Description	Cap/Limit	Conditions/Evidence Required	Applicability
<b>Tenancy Deposit</b>	Refundable security payment to cover potential damage, unpaid rent, or cleaning at tenancy end.	<p>- Up to <b>5 weeks' rent</b> if annual rent is ≤ £50,000.</p> <p>- Up to <b>6 weeks' rent</b> if annual rent &gt; £50,000. (Based on monthly rent x 12 for annual figure.)</p>	Protected in a government-approved scheme ie DPS within 30 days. Prescribed information will be served to the tenant.	All new and existing periodic/fixed-term ASTs, student lets, and licences. Cannot be topped up beyond cap.
<b>Holding Deposit</b>	Refundable (or applicable to deposit/rent) payment to reserve a property while checks (e.g., referencing) are completed.	Maximum of <b>1 week's rent</b> (calculated as monthly rent / 4, rounded to nearest pound).	<p>- Refund within 7 days if tenancy doesn't proceed due to landlord/agent decision, or if tenant withdraws after reasonable steps (e.g., providing info). - Can retain if tenant provides false/misleading info, fails reasonable steps to enter agreement, or fails right-to-rent/affordability checks.</p> <p>- Must return if deadline passes without agreement. - Only one per property at a time.</p> <p>Must provide receipts/invoices as evidence. Tenant can dispute via tribunal if deemed unreasonable. Landlord/agent cannot charge if they retain originals.</p>	Pre-tenancy, for prospective tenants. Applies to new agreements only; not for renewals.
<b>Lost Keys or Security Devices</b>	Replacement cost for keys, fobs, or security items (e.g., locks) lost or damaged by tenant.	<b>Reasonable costs</b> only (no fixed cap).	Must provide receipts/invoices as evidence. Tenant can dispute via tribunal if deemed unreasonable. Landlord/agent cannot charge if they retain originals.	During tenancy, for tenant-caused loss/damage. Counts as a "default fee."
<b>Utilities, Green Deal, or Council Tax</b>	Payments for gas, electricity, water, broadband, green/energy plan charges, or council tax.	<b>Actual costs incurred</b> (no cap).	Billed at cost (or pro-rated for shared properties). Must be clear in tenancy agreement. Cannot charge extra admin fees on top.	Ongoing during tenancy. Rent can include these if specified as "inclusive."

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<b>Rent (in Advance)</b>	Upfront payment of rent for the period agreed.	Maximum of <b>1 month's rent</b> for periodic tenancies (or as per fixed-term agreement). Multiple months allowed for fixed terms if agreed.	Clearly stated in tenancy agreement. Late rent triggers separate default fee (below).	Ongoing; core payment, not a "fee" but permitted.
<b>Default Fee: Late Rent</b>	Interest on rent unpaid more than <b>14 days</b> late.	<b>3% above Bank of England base rate</b> (simple interest, calculated daily from day 15 until paid). Current base rate: 5% (so 8% total APR).	Applies only after 14-day grace period. Must notify tenant in writing. No charge for first 14 days.	Periodic or fixed-term tenancies. Only for missed rent payments.
<b>Default Fee: Other Tenancy Breaches</b>	Fixed charge for tenant breach of tenancy terms (e.g., missed appointments for repairs, failure to allow access).	<b>Reasonable costs</b> only (no fixed cap, but general expectation $\leq$ £50 per incident).	Must be "reasonable" and outlined in tenancy agreement. Provide evidence (e.g., logs of missed visits). Exceeding reasonable amount is prohibited.	During tenancy, for non-rent breaches. Not for cleaning/inventory unless tied to specific breach.
<b>Variation, Assignment, or Novation Fee</b>	Charge for changing tenancy terms (e.g., adding/removing a tenant, pet clause, or assigning lease to another).	<b>£50</b> or reasonable costs (whichever is higher).	Applies only if <b>tenant requests</b> the change. Provide evidence if > £50 (e.g., admin time). Cannot charge for landlord-requested changes.	During or at end of fixed-term/periodic tenancy. E.g., £50 for adding a sharer; higher if proven costs (rare).

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<b>Early Termination Fee</b>	Payment for tenant requesting to end tenancy early (e.g., break clause).	<b>Actual financial loss</b> to landlord (no cap).	Limited to landlord's mitigated loss (e.g., rent until re-let, minus any re-letting fees recovered). Must attempt to re-let promptly. Provide evidence (e.g., void period costs). Cannot exceed remaining rent owed.	If tenancy agreement includes a break clause or early surrender option requested by tenant. Not for natural end of fixed term.
<b>Council Tax (Tenant Liability Period)</b>	Charge for any council tax accrued during tenant's occupancy.	<b>Actual amount billed by council</b> (no cap).	Tenant liable from move-in; landlord covers pre-tenancy period. Pass on bills as received.	Ongoing; applies if tenant fails to notify council of liability change.