



This is the **prohibited pre-tenancy period** during which landlords/agents must not **accept** a prohibited payment from a relevant person or **invite** or **encourage** a relevant person to make a prohibited pre-tenancy payment of rent.

This is the **permitted pre-tenancy period** during which the landlord can ask the tenant to pay and accept the **initial rent** - it ends on the day before the first day of the tenancy.

Tenancy has commenced - tenancy agreements cannot require rent to be paid before the first day of a rent period and any clause in the tenancy agreement requiring advance payments during the term will be unenforceable. Landlords can accept early payment if made voluntarily by the tenant. Any such payment will not be a **prohibited payment**.

A **holding deposit** must be no more than one week's rent otherwise it will be a prohibited payment under the Tenant Fees Act 2019.

A security deposit must be no more than five weeks' rent otherwise it will be a **prohibited payment** under the Tenant Fees Act 2019.

The **initial rent** is the rent payable for the first rent period - it must not be more than the rent of a rent period but it can be shorter than for subsequent rent periods.

A **relevant person** for the purposes of prohibited payments is defined under the Tenant Fees Act 2019 as 'a tenant, or a person acting on behalf of, or who has guaranteed the payment of rent by, a tenant'.