
TENANT KEY INFORMATION SHEET

Austin Chambers & Co – Lettings (Khani Property Group Ltd t/a Austin Chambers & Co) –
Company No. 11847556

This summary is for guidance only. It does not replace your tenancy agreement, which you should read in full before signing.

1. Lawful Payments & Fees

Under the Tenant Fees Act 2019, we can only ask you to pay certain permitted charges. In most cases you will only pay:

A. Before or at the start of the tenancy

- **Rent**
 - Payable monthly in advance as set out in your tenancy agreement.
- **Tenancy Deposit**
 - Normally up to:
 - **5 weeks' rent** if annual rent is under £50,000, or
 - **6 weeks' rent** if annual rent is £50,000 or more.
 - Exact amount will be stated in your tenancy agreement.
- **Holding Deposit (if taken)**
 - Up to **1 week's rent** to reserve the property (only if agreed in writing and subject to a separate holding deposit agreement).

We do **not** charge tenants for:

- Referencing, affordability checks or credit checks.
- Tenancy set-up, inventory, or check-in fees.
- Check-out, renewal or “admin” fees.

B. During the tenancy (only if applicable)

These are the **only** types of tenant charges that may apply, and only where allowed by law:

1. Rent arrears interest

1. If you are late paying rent by more than 14 days, we may charge interest on the overdue amount, in line with your tenancy agreement and the Tenant Fees Act (currently up to 3% above the Bank of England base rate, calculated daily).

2. Lost keys / security devices

- You are responsible for the **reasonable cost** of:
 - Replacing lost keys, fobs or access cards; and
 - Any necessary lock changes where agreed or required.
- Evidence of the cost (e.g. invoice) will be provided.

3. Changes to the tenancy at your request

1. If you ask for a **variation to the contract** (for example, adding/removing a tenant, changing names, adding a permitted occupier) and the landlord agrees, we may charge:

1. **£50 (incl. VAT)** per agreed variation, or
2. A higher amount only if we can show the **reasonable costs** we incur, as permitted by the Tenant Fees Act.

4. Early termination requested by you

- If you ask to leave **before the end of the fixed term** and the landlord agrees to an early surrender, you may be asked to cover:
 - The landlord's **reasonable costs** in re-letting (for example, a proportion of the landlord's letting fee), and
 - Rent up to the earlier of:
 - The date a new tenancy starts, or
 - The original fixed term end date.
- Any charge must **not exceed** the loss the landlord actually suffers.

5. Utilities and council tax

- You must pay, where applicable:
 - Gas, electricity, water and sewerage
 - Council tax (or equivalent local tax)
 - TV licence
 - Telephone, broadband and other telecoms.
- Details are set out in your tenancy agreement.

We will **never** charge you any other fees unless the law changes to allow them and your tenancy agreement is updated accordingly.

2. Your Deposit & Protection

Who holds your deposit?

- Your tenancy agreement will state whether the **Landlord** or **Agent (Austin Chambers & Co)** holds the deposit as **stakeholder**.
- In most cases for managed tenancies, we will collect and hold your deposit in a protected client account.

How is your deposit protected?

- Your deposit will be protected with an **authorised tenancy deposit protection scheme**:
 - Currently: **MyDeposits** (Tenancy Deposit Solutions Ltd).
- Within the legal time limit (usually **30 days** of receipt), you will be given:
 - The scheme **Prescribed Information**;
 - The deposit **certificate**; and
 - The scheme's **tenant information leaflet**.

What can the deposit be used for?

At the end of the tenancy, deductions may be proposed only for:

- **Unpaid rent** or other lawful charges under the tenancy.
- **Damage** to the property, fixtures, fittings or furniture, beyond **fair wear and tear**.
- **Cleaning** needed to return the property to the cleanliness recorded at check-in (not “better than new”).
- **Removal of rubbish** and items you leave behind.
- **Garden/external area** neglect, if these were your responsibility.
- Other **reasonable losses** directly caused by a breach of the tenancy (properly evidenced).

You **must not** withhold rent during the tenancy because you expect deductions to come from the deposit later.

Disputes about the deposit

- At the end of the tenancy there will usually be a **check-out inspection** comparing the property with the **Inventory and Schedule of Condition** from the start.
- If you and the landlord/agent **agree** on deductions, the deposit will be paid out accordingly.

- If you **disagree**, either party can refer the case to the scheme's **Alternative Dispute Resolution (ADR)** service, or to the courts.
- ADR is an independent, evidence-based process and is free to use.

3. Your Key Rights as a Tenant

Your full rights are set out in your AST and in housing law. In summary, you have the right to:

1. A safe, habitable home

- The property must be **fit for human habitation** and kept in repair, including:
 - Structure and exterior (walls, roof, windows, etc.).
 - Installations for gas, electricity, water, sanitation, heating and hot water.
- Gas, electrical and fire safety requirements must be met (e.g. annual gas checks, valid EICR, smoke alarms, CO alarms where required).

2. Protection from unlawful fees and charges

- You cannot be charged prohibited tenant fees.
- All permitted charges must be transparent and in line with the **Tenant Fees Act 2019**.

3. Proper documentation Before or at the start of most tenancies you should receive:

- A copy of this **Key Information** (or equivalent summary).
- A valid **Energy Performance Certificate (EPC)**.
- The latest government **“How to rent”** guide.
- A valid **Gas Safety Record** (if there is gas).
- A current **Electrical Installation Condition Report (EICR)**.
- Details of the **deposit protection** and Prescribed Information.
- Any required **licensing information** (if the property is in a licensed HMO/selective licensing area).

4. Quiet enjoyment

- You have the right to **live in the property without unnecessary interference**.
- The landlord/agent must give at least **24 hours’ notice** in writing for most visits, and attend at a reasonable time, except in genuine emergencies.

5. Privacy and data protection

- Your personal data must be handled in line with **UK GDPR** and the **Data Protection Act 2018**.
- We will only share your data where necessary (e.g. referencing, utilities, deposit schemes, contractors) and as set out in our **Privacy Notice**.

6. Protection from unlawful or retaliatory eviction

- You can only be evicted via the **proper legal process** and usually only after a **court order**.
- Notices seeking possession must use the correct legal forms and procedures in force at the time.
- It is unlawful to evict you or harass you without following the correct legal process.

7. Access to redress

- Austin Chambers & Co is a member of **The Property Ombudsman (TPO)**.
- If you have a complaint, you can use our **in-house complaints procedure**; if unresolved, you may refer it to TPO for independent review (free of charge).

4. Your Key Responsibilities

Your main responsibilities are set out in **Schedule 1 – Tenant’s Obligations** of your tenancy agreement. In summary, you agree to:

- **Pay your rent on time**, in full, each month.
- **Pay bills** you are responsible for (utilities, council tax, TV licence, etc.).
- **Take care of the property**, keeping it reasonably clean and reporting repairs promptly.
- **Avoid damage** beyond fair wear and tear, and not allow guests to cause damage.
- **Use the property as your home only**, not for business or illegal purposes.
- **Avoid nuisance or antisocial behaviour** towards neighbours or others.
- **Allow reasonable access** for inspections and repairs (with notice).
- **Not sublet or take in lodgers** without the landlord’s written consent.
- **Comply with safety rules**, including:
 - Testing smoke and CO alarms regularly;
 - Ventilating and heating the property to help prevent damp and condensation.

- **Return the property at the end:**
 - Cleaned to at least the standard at the start (allowing for fair wear and tear);
 - With all your belongings and rubbish removed;
 - With all keys, fobs and access devices handed back.

5. Questions or Concerns?

If you are unsure about any part of your tenancy:

- **Talk to us first:**

Austin Chambers & Co (Lettings & Management)
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191 Woodhouse Road, Friern Barnet, London N12 9AY
T: 020 8368 6282
E: lettings@austinchambers.co.uk
W: www.austinchambers.co.uk
- You may also wish to seek independent advice from:
 - **Citizens Advice**
 - **Shelter**
 - A **specialist housing solicitor** or advice service.