

LANDLORD LETTINGS, MANAGEMENT & COMPLIANCE GUIDE

Operational service description for England under the Renters' Rights Act 2025 regime

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This Guide explains how each service operates. The signed Instruction Letter and Terms of Business contain the binding fee and commitment provisions. It should be read with the current Fees Schedule.

1. Our service model

Austin Chambers & Co provides a continuing professional agency service. We do not offer an introduction-only product under Service Level 1. The introduction, tenancy setup and continuing compliance programme are designed as one service because tenancy income and legal risk continue throughout occupation.

Level	Service	Standard fee - VAT inclusive
Service Level 1	Tenant Introduction & Continuing Tenancy Compliance	Sole/Joint Sole: 8.4% of agreed annualised rent; Multi-Agency: 9.6%; minimum £1,200, plus 6% annual compliance
Service Level 2	Tenancy Management - Rent Collection & Compliance	10.8% of annualised rent
Service Level 3	Full Property Management	14.4% of annualised rent
HMO supplement	Where Agent is named manager of a licensable HMO	+2.4% of annualised rent

REFERENCING SCOPE - IMPORTANT ADDITIONAL CHARGE

The core percentage fee for Service Levels 1, 2 and 3 includes only the Agent's Basic Applicant Check: identity and contact-detail checks from available information, a basic applicant/tenancy suitability review, and the statutory Right to Rent check where the Agent is responsible. It does not include comprehensive affordability verification, credit referencing, employment/accountant checks, previous-landlord references, income-document authentication, open-banking analysis, guarantor underwriting or a comprehensive written reference report.

Where the Landlord instructs Comprehensive Referencing and Tenancy Setup, the additional charge is £360 inclusive of VAT for up to two tenants and £180 inclusive of VAT for each additional tenant. The charge is payable when the work is instructed and carried out, whether or not the applicant ultimately proceeds, passes all criteria or takes occupation.

The only standard waiver is for an eligible Service Level 3 Full Property Management instruction where the Landlord purchases the Agent's qualifying Rent Guarantee policy at the premium quoted by the Agent and the tenancy is accepted under that policy. In that case the Comprehensive Referencing and Tenancy Setup charge, including additional-tenant referencing charges, is waived. The Rent Guarantee premium and any separate policy charges remain payable. No waiver applies to Service Level 1 or Service Level 2.

If Full Property Management does not proceed, the policy is not purchased through the Agent, underwriting is declined, the policy is cancelled or does not take effect, or the Landlord changes service level before commencement, the normal charges apply to Comprehensive Referencing and Tenancy Setup work already instructed or completed. The waiver has no cash value and cannot be transferred, set off or claimed as a refund.

2. Service Level 1 - Tenant Introduction and Continuing Compliance

Initial letting work

- Market appraisal and rental strategy.
- Marketing, enquiry handling and accompanied viewings where agreed.
- Applicant negotiation and recommendation to the Landlord.
- Basic Applicant Check and Right to Rent administration within the limited included scope.
- Comprehensive affordability, credit, employment, landlord and income verification only where separately instructed and charged.
- Tenancy documentation, initial monies and move-in coordination where instructed.
- Initial compliance-file review and confirmation of missing items.

Continuing Tenancy Compliance Programme

- Maintain a tenancy compliance register and documentary audit trail.
- Monitor recorded expiry dates for gas safety, EICR, EPC and property licensing and issue reasonable reminders.
- Monitor time-limited Right to Rent follow-up dates where the Agent conducted the original check and holds the required evidence.
- Provide an annual tenancy-file health check and written compliance status summary.
- Provide updates on material letting-law changes relevant to the tenancy.

- Review the rent annually and provide a market recommendation; preparation/service work is charged where stated in the Fees Schedule.
- Pre-check key tenancy documents before the Agent is instructed to prepare a statutory rent or possession notice.
- Maintain records of deposit documentation supplied to the Agent and flag apparent gaps; the responsible party retains the legal duty.
- Respond to reasonable landlord compliance queries within the scope of an agency service.

The annual fee reserves this continuing monitoring and advisory capacity. The Agent cannot guarantee compliance where documents or instructions are withheld and does not replace the Landlord's legal responsibility.

3. Service Level 2 - Tenancy Management

Level 2 includes Level 1 compliance support and adds rent collection and routine tenancy administration.

- Collect and account for cleared rent, less authorised deductions.
- Maintain a rent ledger and issue routine arrears reminders.
- Notify the Landlord of material arrears and seek instructions.
- Handle routine tenant administration and communication.
- Coordinate annual rent review administration where instructed.
- Maintain tenancy accounting records and standard statements.

Level 2 does not include day-to-day repair management, unlimited inspections, litigation, court representation, major project management or guaranteed rent unless separately agreed.

4. Service Level 3 - Full Property Management

Level 3 includes Levels 1 and 2 and adds day-to-day repair and property administration within the agreed authority.

- Receive and triage repair reports.
- Instruct contractors within the authority limit and coordinate access.
- Take reasonable emergency action where delay risks safety or material damage.
- Arrange periodic inspections, normally once or twice annually, and report material observations.
- Coordinate statutory safety appointments and remedial works when authorised.
- Administer move-in and move-out processes where included or separately charged.
- Liaise with utilities, local authorities, insurers and professional advisers where reasonably required.

A licensable HMO carries the stated supplement where the Agent is named as manager. Specialist HMO, fire-risk, planning or licensing professional work may be additional.

4.1 Rent Guarantee eligibility and fee waiver

Rent Guarantee can be offered only where the Landlord selects Service Level 3 Full Property Management and the Agent controls rent collection, arrears procedures and the required compliance records. Cover is never automatic. It depends on the Agent continuing to offer the product, full insurer underwriting, acceptable tenant/guarantor results, policy payment and compliance with all policy conditions.

If the Landlord purchases the qualifying policy through the Agent at the premium quoted by the Agent and the tenancy is accepted for cover, the £360 Comprehensive Referencing and Tenancy Setup charge for up to two tenants and the £180 additional-tenant referencing charges are waived. The Landlord still pays the policy premium and any separately disclosed insurance or policy charges. The waiver does not apply to Service Levels 1 or 2 and is reversed for instructed/completed work if Full Management or qualifying cover does not proceed or take effect.

5. Annual-in-advance charging

Core continuing fees are invoiced annually in advance at tenancy commencement and each Service Anniversary. They are due within 14 days, not monthly and not after the year has elapsed. The initial introduction fee is earned at the completion event defined in the Terms and is also payable within 14 days. A Landlord cannot create an instalment arrangement by paying only part of an invoice.

The annual fee funds reserved capacity, monitoring, file maintenance and services available during the Service Period. Some event-driven work remains separately chargeable so that landlords who do not require it are not charged through a higher universal percentage.

6. Tenancy regime from 1 May 2026

The Renters' Rights Act 2025 changed the assured tenancy regime in England from 1 May 2026. Assured tenancies are generally periodic, with statutory rules governing rent periods, tenant notice and landlord possession grounds. Documents and notices must use the law and prescribed forms in force when action is taken. References in historic files to fixed-term AST renewals or Section 21 should not be relied upon without current review.

The Agent will administer the tenancy according to current law within the selected service, but legislative change does not guarantee a particular possession, rent or enforcement outcome.

7. Before occupation

- Verify ownership/authority and complete identification, AML and sanctions checks.

- Confirm mortgage, superior lease and insurance permissions where relevant.
- Identify HMO, selective or additional licensing issues from information available.
- Obtain or review EPC, gas safety, electrical safety, alarm and other required evidence.
- Provide material information accurately in marketing.
- Complete the included Basic Applicant Check and Right to Rent check; conduct Comprehensive Referencing only if instructed or qualifying for the Level 3 Rent Guarantee waiver.
- Agree the lawful tenancy documentation and payment arrangements.
- Collect and protect the deposit or record the Landlord's responsibility.
- Serve or arrange required information and retain evidence.

8. During occupation

- Landlord must keep the structure, installations and Property safe and fit.
- Certificates, licences and insurance must remain valid.
- Access requires lawful notice and tenant cooperation except genuine emergency.
- Repairs must be authorised promptly; the Agent may take necessary emergency action under the Terms.
- Rent increases must follow the statutory or contractual process in force.
- Complaints, hazards, authority notices and threatened claims must be reported immediately.

9. Rent, arrears and guarantee products

The Agent remits cleared rent under its payment process after authorised deductions. Routine collection does not guarantee receipt. Persistent arrears, pre-action work, possession claims and court attendance may require separately charged work or a solicitor. Rent Guarantee or legal-expenses products are subject to underwriting, policy terms and continuing compliance; the insurer's wording prevails.

10. Deposits

The Instruction Letter must identify who protects the deposit. Where the Agent does so, the Landlord must supply accurate information and signatures promptly. Deposit deductions require evidence and agreement or scheme adjudication. An inventory is strongly recommended. Scheme deadlines and adjudicator decisions are outside the Agent's control.

11. Repairs, projects and contractors

The Agent uses reasonable care when selecting contractors but contractors normally contract with the Landlord. Quotes are estimates unless fixed. Additional defects may be discovered. Projects over £1,500 may carry the stated coordination fee for access, quotation review, instruction, monitoring and completion checks. The Agent is not a surveyor or clerk of works unless separately appointed in writing.

12. Ending or transferring the appointment

The annual service and notice rules are in the signed Terms. A Landlord should not appoint another agent or instruct the tenant to redirect rent until termination and handover arrangements are confirmed. The outgoing account, deposit, keys, certificates, tenant notices and data must be reconciled. The stated handover fee covers that work and does not buy a release from already accrued fees.

13. Landlord compliance checklist

- ☐ Identity and proof of ownership
- ☐ Mortgage/freeholder consent
- ☐ Correct property licence
- ☐ Buildings and liability insurance
- ☐ EPC
- ☐ Gas Safety Record
- ☐ EICR and remedial evidence
- ☐ Smoke/CO alarms
- ☐ Furniture fire safety
- ☐ Legionella assessment/control
- ☐ Right to Rent allocation
- ☐ Deposit allocation and prescribed information
- ☐ Inventory/check-in evidence
- ☐ Emergency contacts and repair authority
- ☐ Tax/Non-Resident Landlord status
- ☐ Service level, rates and annual commitment signed

14. Complaints, privacy and professional standards

The Agent operates a written complaints procedure and belongs to The Property Ombudsman. Client money is handled under applicable Client Money Protection and professional rules. Personal data is processed under the Privacy Notice. The Landlord must only share personal data lawfully and must not ask the Agent to discriminate unlawfully.

15. Key contacts

BUSINESS DETAILS	
Trading name	Austin Chambers & Co
Legal entity	Khani Property Group Ltd t/a Austin Chambers & Co
Company number	11847556
Trading address	191 Woodhouse Road, Friern Barnet, London N12 9AY
Telephone	020 8368 6282
Email	lettings@austinchambers.co.uk
Website	www.austinchambers.co.uk
Redress	The Property Ombudsman
CMP / professional membership	Propertymark - confirm current certificate details at instruction